

QUOTATION 8/2/38-2024 MN231-2024

SUPPLY AND DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES FOR A PERIOD ENDING 31 DECEMBER 2024

FQ DOCUMENT

NAME OF BIDDER:			
QUOTATION AMOUNT:			
B-BBEE LEVEL:			
MUNICIPAL AREA:			
PLEASE REFER TO PAGE 74 AND TICK AS APPROPRIATE: SMME	MICRO	SMALL	MEDIUM



BERGRIVIER MUNICIPALITY

KWOTASIE 8/2/38-2024 / MK231-2024: VOORSIENING EN AFLEWERING VAN VERSKEIE VOORRAADITEMS VIR BERGRIVIER MUNISIPALE STORE VIR 'N PERIODE TOT EN MET 31 DESEMBER 2024

KWOTASIES word hiermee aangevra vanaf diensverskaffers vir die voorsien en aflewering van verskeie voorraaditems vir Bergrivier Munisipale Store vir 'n periode tot en met 31 Desember 2024, soos uiteengesit in die spesifikasies.

Kwotasies in verseëelde koeverte en duidelik buite op gemerk "**Kwotasie 8/2/38-2024 / MK231-2024 Voorsiening & Aflewering van Verskeie Voorraaditems vir Bergrivier Munisipale Store vir 'n periode tot en met 31 Desember 2024**" moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later nie as **12:00 op Dinsdag, 03 September 2024**, waarna kwotasies in die openbaar oopgemaak sal word. 'n **Bod dokument wat aan enige munisipale amptenaar in sy/haar persoonlike hoedanigheid gerig word, sal nie oorweeg word nie en sal onmiddellik gediskwalifiseer word. Dit is die diensverskaffer se verantwoordelikheid om seker te maak dat 'n Bod dokument deur die koerier maatskappye in die tenderbus geplaas word. Die Munisipaliteit sal nie aanspreeklik gehou word vir enige Bod dokument wat nie deur die koerier maatskappye in die tenderbus geplaas word nie.**

Dokumente en spesifikasies wat die minimum vereistes bevat, is verkrygbaar op Bergrivier Munisipaliteit se webtuiste (www.bergmun.org.za) teen geen ekstra fooi of 'n harde kopie by Me. Revedy Hendricks by tel. no. 022 913 6036 of e-pos hendricksr@bergmun.org.za gedurende normale kantoor ure, teen 'n kwotasiefoo van **R70.00** betaalbaar aan die Munisipaliteit. Alle tegniese navrae moet gerig word aan Mnr. Leighton Donkerman by tel. no. 022 913 6000 of per e-pos: donkermanl@bergmun.org.za.

Kwotasies is geldig en bindend vir een honderd en twintig (**120**) dae na sluitingsdatum.

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

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

Laat, onvolledige kwotasies of kwotasies wat per faks of per e-pos ingedien word, sal nie oorweeg word nie. Bewys van versending van 'n kwotasie sal nie as bewys van ontvangs aanvaar word nie. Die Raad behou die reg voor om enige kwotasie of gedeelte daarvan te aanvaar.

**MUNISIPALE KANTORE
KERKSTRAAT 13
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNISIPALE BESTUURDER**

MK231-2024

23 Augustus 2024



BERGRIVIER MUNISIPALITEIT

QUOTATION 8/2/38-2024 / MN231-2024: SUPPLY AND DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES FOR A PERIOD ENDING 31 DECEMBER 2024

QUOTATIONS are hereby requested from service providers for the supply and delivery of various stock items for Bergrivier Municipal Stores for a period ending 31 December 2024, as set out in the specifications.

Quotations in sealed envelopes clearly marked **“Quotation 8/2/38-2024 / MN231-2024 Supply and Delivery of Various Stock Items for Bergrivier Municipal Stores for a period ending 31 December 2024”** must be deposited in the tender box at the Municipal Offices, 13 Church Street, Piketberg before **12:00 on Tuesday, 03 September 2024**, when quotations will be opened in public. **Bids addressed to any municipal official in his/her personal capacity will not be considered and will immediately be disqualified. It is the bidder’s responsibility to make sure that bids are being placed in the tender box by courier companies. The Municipality will not be held accountable for any bids not being placed in the tender box by courier companies.**

Quotation documents that contain the minimum requirements are available on Bergrivier Municipality’s website (www.bergmun.org.za) or a hard copy from Ms. Revedy Hendricks at tel. no. 022 913 6036 or e-mail hendricksr@bergmun.org.za during normal office hours at a quotation fee of **R70.00** payable to the Municipality. All technical enquiries can be addressed to Mr. Leighton Donkerman at tel. no. 022 913 6000 or email: donkermanl@bergmun.org.za.

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

Quotations will be evaluated according to Council’s Supply Chain Management Policy. It is thus compulsory to complete the Preferential Points claim form of the Preferential Procurement Regulations in order to qualify for preference points of **80 points for price, 10 points for specific participation goals and 10 points for BBBEE. Prices must include VAT.**

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

Late, incomplete or quotations received by fax or via email will not be accepted. Proof of dispatch of a quotation will not be regarded as proof of receipt thereof. Council is not obliged to accept the lowest or any quotation. Council reserves the right to accept any quotation or part thereof. If prices offered are cost effective Council reserves the right to procure more items to take financial advantage thereof.

**MUNICIPAL OFFICES
13 CHURCH STREET
P.O BOX 60
PIKETBERG
7320**

**ADV. HANLIE LINDE
MUNICIPAL MANAGER**

MN231-2024

23 August 2024



BERGRIVIER MUNICIPALITY

SUPPLY CHAIN MANAGEMENT REQUEST FOR FORMAL QUOTATIONS

FQ 8/2/38-2024 / MN231-2024: SUPPLY AND DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES FOR A PERIOD ENDING 31 DECEMBER 2024

Notice is hereby given that quotations are invited from service providers for the **Supply & Delivery of Various Stock Items for Bergrivier Municipal Stores for a period ending 31 December 2024**, as set out in the specifications.

No Formal Quotation will be awarded to a bidder who is not registered on the Centralised Supplier Database (CSD).

The CSD supplier number starting with (MAAA) is automatically generated upon successful registration and validation. This MAAA number is now a mandatory requirement, as referred to in regulation 14(1) (b) of the Municipal Supply Chain Management Regulations which form part of the listing criteria for accrediting a prospective service provider. Prospective suppliers should self-register on the CSD website at www.csd.gov.za. Registration with the CSD is compulsory in order to conduct business with BERGRIVIER Municipality.

This bidding document is available on our website, free of charge, at www.bergmun.org.za. A non-refundable deposit of R70.00 per document is payable to BERGRIVIER Municipality if collecting a hard copy, during office hours, from the Supply Chain Management Unit, BERGRIVIER Municipality, 13 Kerk Street, Piketberg, 7320.

Any specification / administration enquiries can be directed to Mr. L. Donkerman at tel. no. 022 913 6000 / email: donkermanl@bergmun.org.za and any Supply Chain Management (SCM) enquiries may be directed to Ms. R. Hendricks at tel. 022 913 6036 / email address hendricksr@bergmun.org.za.

Sealed bids with the Bidder's name, address and the endorsement "**FQ 8/2/38-2024 / MN231-2024: Supply & Delivery of Various Stock Items for Bergrivier Municipal Stores for a period ending 31 December 2024**" on the envelope, must be placed in the bid box situated at the Bergrivier Municipality, 13 Kerk Street, Piketberg or posted to Bergrivier Municipality, PO Box 60, Piketberg, 7320 not later than **Tuesday, 03 September 2024 at 12h00** when the bids will be opened in public. The bid box is accessible 24 hours a day, 7 days a week and bids must be accompanied by the complete set of documents as required by the municipality. Bids not accompanied by the complete bid document as well as the required documentation, will not be considered. Late, electronic format or faxed bids will not be considered and the Municipality does not bind itself to accept the lowest, part of or any bid. Service providers must ensure that all requirements of relevant legislation are adhered to throughout their contract.

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

Framework Act and the Preferential Procurement Regulations, 2022.

The 80/20 points system will be applicable.

PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	10
LOCALITY	10
TOTAL POINTS FOR PRICE, B-BBEE & LOCALITY	100

Prospective service providers are advised to consult the Municipality's Supply Chain Management Policy for the detail.

Municipal Manager
Bergrivier Municipality.



BERGRIVIER MUNICIPALITY

Administrative enquiries: R. Hendricks Ref: 8/2/38-2024 Tel: (022)-913 6000 Fax: (022) 913 1380
E-mail: hendricksr@bergmun.org.za

Mr/Mrs _____

Dear Sir / Madam

FQ: REQUEST FOR WRITTEN PRICE QUOTATIONS:

(Over R30 000.00 up to a transaction value of R300 000.00 (VAT included))

FQ 8/2/38-2024 / MN231-2024: SUPPLY AND DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES FOR A PERIOD ENDING 31 DECEMBER 2024

This formal quotation must be deposited in the bid box at the Municipal Offices, Kerk Street, and Piketberg no later than **Tuesday, 03 September 2024 @ 12:00**. The bid box is open 24 hours a day, 7 days a week

The following conditions will apply:

- Price(s) quoted must be valid for at least one hundred and twenty (120) days from date of your offer.
- Price(s) quoted must be **fixed** and **must be inclusive of VAT**.
- A firm delivery period must be indicated.
- **In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which will be used to verify a bidder's tax status online via SARS E-filing, or an original or copy of tax clearance certificate. Page 6.**
- **Quotations over a value of R 30 000.00 (VAT included) must be accompanied by the relevant MBD documentation for Quotations duly completed, and the enclosed Declaration of interest MB4, MBD 7, MBD 8, MBD 9, must be scrutinized, completed and submitted together with your quotation.**
- The successful provider will be the one scoring the highest points in the event of the lowest bid being higher than R30 000.00.
- Late or faxed quotations will not be considered. The Municipality reserves the right to withdraw any invitation to quote and/or to re-advertise or to accept a part of it. The Municipality does not bind itself to accept the lowest quotation.

Failure to comply with the highlighted conditions will invalidate your offer.

THIS REQUEST FOR A FORMAL QUOTATION IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY, FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (see definition on MBD 4 attached)

MSCM regulations: "in the service of the state" means must be -

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

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO WILL RESULT IN YOUR OFFER BEING DISQUALIFIED)**

NAME OF COMPANY
POSTAL ADDRESS
STREET ADDRESS
TELEPHONE NUMBER CODENUMBER.....
CELLPHONE NUMBER
FACSIMILE NUMBER CODENUMBER.....
E-MAIL ADDRESS
VAT REGISTRATION NUMBER.....
TAX PIN..... Tax Reference Number
CSD no. MAAA.....

INCLUDE AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN SUBMITTED/ TSC PIN: **YES/NO**

INCLUDE A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1): **YES/NO**

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS)

A SWORN AFFIDAVIT

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE. **NOTE A CERTIFIED COPY OR ORIGINAL IS COMPULSORY**)

Recent municipal account of company (not older than 90 days) MUST be attached.

Recent municipal accounts of all the Directors/Shareholders - MUST be attached.

IF LEASING/RENTING/LODGING – ATTACHED LATEST VALID COPY OF AGREEMENT.

**IF NO PROPERTY REGISTERED IN YOUR NAME SUBMIT AN AFFIDAVIT CONFIRMING THIS.
COPY OF AFFIDAVIT IS AVAILABLE ON REQUEST FROM THE SCM UNIT.**

SIGNATURE OF SERVICE PROVIDER DATE

CAPACITY UNDER WHICH THIS PROPOSAL IS SIGNED

Yours faithfully

**Adv. Hanlie Linde
MUNICIPAL MANAGER**

Date: 23 August 2024



BERGRIVIER MUNICIPALITY

ANNEXURES & TITLE	FORM NO.
1.1 Covering letter – Invitation to bid	
1.2 Tax Clearance Requirements- Updated MBD 2 form must be submitted.	MBD 1
1.3 Pricing schedule – Fixed prices	MBD 2
1.4 Declaration of Interests	MBD
1.5 BBBEE	3.2
1.6 Contract form – Purchase of goods/works	MBD 4
1.7 Declaration of Bidders past Supply Chain Management Practises	MBD
1.8 Certificate of independent proposal determination	6.1
1.9 General Contract Conditions	MBD
	7.1
<u>ADDENDUM</u>	MBD 8
	MBD 9
1. Check list	GCC
	BM 1



BERGRIVIER MUNICIPALITY

BM 1

CHECK LIST

All BERGRIVIER Municipality Individual(s) proposal documents will have the typical check list as an attachment. This list is to assist all bidders to submit complete proposals.

Bidders are to check the following points before the submission of their proposal:

1. All pages of the document have been read by the contractor.
2. Any discrepancy and misunderstanding is cleared with the relevant officials.
3. All pages requiring information have been **completed in black ink.**
4. The Schedule of Quantities have been checked for arithmetic correctness.
5. Totals from each sub section of the Schedule of Quantities have been carried forward to the summary page.
6. The total from the summary page has been carried forward to the Form.
7. Surety details where applicable have been included in the proposal.
8. All sections requiring information have been completed.
9. Bidder ensured that all documents is properly completed and signed.
10. The contractor has complied with the proposal prerequisites.
11. The document is submitted before **12h00** on the due date at the designated bid box of BERGRIVIER Municipality.



BERGRIVIER MUNICIPALITY

TAX CLEARANCE REQUIREMENTS

MBD 2

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

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

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

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

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

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin and CSD Registration number

3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za.

4. If a bidder is registered on BERGRIVIER Municipality supplier's database; that contains a tax clearance certificate which is active on closing date of Bid/Formal quotation, it must be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be required.

5. Non adherence to point 4 above may invalidate your offer.



BERGRIVIER MUNICIPALITY

MBD 3.2

PRICING SCHEDULE – FIRM PRICES

NOTE: ONLY FIXED PRICES WILL BE ACCEPTED. FIRM & 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.....	FQ Number: 8/2/38-2024
Closing Time: 12h00	Closing Date: 03 September 2024

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF OFFER

ITEM	QTY	DESCRIPTION	QUOTATION PRICE IN RSA CURRENCY (INCLUDING VAT)
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Required by: BERGRIVIER Municipality

Refer to pricing schedule on page 25-38

- a. The pricing must be fixed.
- b. The total bid price must be inclusive of VAT or exclusive for non-VAT vendors.
- c. **Please Note: BERGRIVIER Municipality reserve the right to downward/upward adjust the scope of work/ quantity required to stay within its budget. Don't add VAT if you are not registered with SARS.**

BERGRIVIER MUNICIPALITY

SPECIFICATIONS

SUPPLY & DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES **FOR A PERIOD ENDING 31 DECEMBER 2024**

1. INVITATION TO BID

Bergrivier Municipality hereby invites service providers to supply and deliver various stock items for Bergrivier Municipal Stores for a period ending 31 December 2024. Kindly note that the quantities reflected in the pricing schedule are estimated quantities ONLY and will be used for evaluation purposes ONLY. There is no guarantee that all the quantities reflected in the pricing schedule will be purchased during the duration of the contract. Also note that unit prices are required and the municipality reserves the right to procure any number of items for a period ending 31 December 2024.

2. GENERAL CONDITIONS

- Bergrivier Municipality reserves the right to order quantities according to its requirements and will not be dictated by any service provider.
- The contract period will be from the date of appointment until 31 December 2024.
- Bidders must quote/ price on/for all items per section, failure to do so will result in automatic disqualification.
- Delivery notes and Tax Invoices must accompany all deliveries to our Municipal Stores.
- Bidding prices must be per single unit including VAT.
- The formal quotation document must be fully completed.
- The following documentation is compulsory to be included/attached to formal quotation document. (The Municipality reserve the right to request information should the municipality deem it necessary)
 - Authority to sign (signed and stamped)
 - Latest/updated municipal account or Lease agreement of the company (Not older than 3 months)
 - Latest/updated municipal account of all Directors/Members.
 - Affidavit or Lease Agreement (Not older than 3 months), if you do not have property in your name.
 - CSD (Central Supplier Database) reference/supplier number (Latest CSD Report)
 - Copy of a B-BBEE Certificate (SANAS) / Originally certified sworn affidavit.

3. DELIVERY

- Deliveries at the Municipal Stores, must take place between the following times:
 - Mondays to Thursdays: 08:00am till 12:45pm and 13:45pm to 16:00pm
 - Fridays: 08:00am till 12:45pm
- Deliveries outside these times will not be accepted.
- An official purchase order must be issued before any delivery may be made to the Municipality.
- Delivery must take place strictly within **5-10 working days of receiving an official purchase order.**

- Should the service provider at any time fail to adhere to the specific committed delivery period, Bergrivier Municipality will be entitled to implement the R1000.00 penalty fee for late delivery per calendar day on the value of the official purchase order.
- It will be required from the supplier to keep stock of products or to ensure that a full delivery takes place according to the order quantities.
- No part deliveries will be accepted.
- All deliveries must be accompanied with a delivery note(s) and a tax invoice(s).
- The Municipality will place orders as and when required during the contract period.
- Delivery of products/items must include the off-loading thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- Stock delivered will be verified on site with the appointed service provider and an official from Bergrivier Municipality. Upon completion of the verification process of delivered goods, both parties must sign the delivery note.
- Should there be any differences identified between the purchase orders and the deliveries, the full delivery will be returned to the service provider for correctness without any additional costs to Bergrivier Municipality.
- Bid prices must include delivery to the various Municipal Stores at the following addresses:

<p>Piketberg Municipal Store 5 Reyger Street Industrial Area Piketberg 7320</p> <p><u>Coordinates</u> 32°54'39.40"S 18°46'8.32"E</p>	<p>Porterville Municipal Store Park Street Porterville 6810</p> <p><u>Coordinates</u> 33° 0'57.75"S 18°59'44.13"E</p>	<p>Velddrif Municipal Store 19 Kerklaan Velddrif 7365</p> <p><u>Coordinates</u> 32°46'47.72"S 18°10'7.37"E</p>
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4. EVALUATION OF AWARDS

- All bids received shall be evaluated in terms of the Municipal Supply Chain Management Regulations, the Preferential Procurement Policy Framework Act no 5 of 2000 and the Preferential Procurement Regulations of 2022.
- The municipality reserves the right to accept all, some, or none of the bids submitted, either wholly or in part and it is not obligated to accept the lowest bid.
- The total price for all items per section VAT inclusive will be used for the evaluation and award.
- Bidders must quote/ price on/for all items per section, failure to do so will result in automatic disqualification.
- The brands indicated by the bidder will become the contract brands for the full duration of the contract period. No other brands may then be supplied except for the brands indicated. If it is found that the goods delivered as ordered differs from that of the contract brands, the goods will not be received by Bergrivier Municipality until it is rectified. Such non-compliance might be deemed as a breach in contract.
- The bidder next in line will be recommended for all sections if a successful bidder does not deliver ALL the required item/s for an order within the indicated delivery period. The successful bidder's

order (for all items) will be cancelled immediately and the municipality will make use of the second recommended bidder. If the above situation occurs more than once, the contract with the successful bidder will be cancelled immediately.

5. PAYMENT OF INVOICES

- No upfront payments will be made to any service provider.
- No third party payments will be made.
- Payments to the service provider will only be effected upon completion of the full delivery(ies) of an order.
- Payments shall be made promptly by the Municipality within thirty (30) days after the submission of an invoice by the supplier and once signed off by a duly authorized official(s).
- The official purchase order number and the Municipalities VAT number **MUST** be on all tax invoices submitted to the Municipality for payment.

TECHNICAL SPECIFICATIONS: SECTION A - CLEANING MATERIAL

ITEM NO.	DESCRIPTION
1	<p>Ammonia Cleaner 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To clean and disinfect various surfaces effectively. - Contains ammonia as the active cleaning agent. - Water-based solution. - May include surfactants for improved cleaning. - Clear liquid with a characteristic ammonia odour. - Density: Typically, around 0.95 - 1.05 g/cm³. - pH Level: Alkaline, typically between 10.5 - 11.5. - Complies with relevant safety and environmental standards (e.g., EPA standards).
2	<p>Window Cleaner Clear Trigger 750ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Liquid, undiluted. - ready-to-use cleaning solution designed for streak-free cleaning of windows, glass surfaces, and mirrors. - It effectively removes dirt, grease, and grime without leaving residue, ensuring crystal-clear surfaces. - Convenient trigger spray bottle for easy application. - Windolene, Cobra, Mr. Muscle, Harpic or equivalent in quality.
3	<p>Thick Bleach 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Liquid, undiluted. - powerful disinfectant and cleaner designed for various household and industrial applications. - Must be able to removes stains, disinfects surfaces, and eliminates odours, providing a hygienic environment. - Density: Thick consistency for effective clinging to vertical surfaces. - Active Ingredients: Sodium Hypochlorite, Surfactants, Water. - Domestos or equivalent in quality.

4	<p>Air Freshener Aerosol 300ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Provide long-lasting fragrance and eliminate odours, leaving indoor spaces smelling fresh and inviting. - Convenient Application: Easy-to-use aerosol can. - Fragrance Options: lavender, citrus, ocean breeze, floral. - Glade, Air Scents, Arwick, Airoma or equivalent in quality.
5	<p>Furniture Polish Aerosol 300ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Furniture Polish Aerosol is a convenient spray designed to clean and shine wooden furniture surfaces, leaving a protective layer that enhances the natural beauty of wood. - Effectively cleans dust, dirt, and smudges while providing a glossy shine. - Leaves a protective coating to resist fingerprints and watermarks. - Aerosol spray for easy and even distribution. - Dries quickly without leaving residue. - Mr. Min, Pledge, Mr Muscle, Mr Sheen or equivalent in quality.
6	<p>Insect Killer Multi-Insect Aerosol 300ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Insect Killer Multi-Insect Aerosol is a fast-acting insecticide formulated to effectively eliminate a variety of flying and crawling insects, providing immediate relief from pests. - Convenient Application: Aerosol spray for easy and precise targeting of insects. - Active Ingredients: Pyrethrins, Permethrin, Piperonyl Butoxide (if applicable). - Doom, Raid, Mortein or equivalent in quality.
7	<p>Toilet Cleaner 750ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Toilet Cleaner is a specialized cleaning solution formulated to effectively clean, disinfect, and deodorize toilet bowls and urinals. - Powerful Cleaning: Removes tough stains, mineral deposits, and toilet bowl rings. - Thick Formula: Clings to vertical surfaces for better cleaning action. - Anti-Limescale Properties: Helps prevent the buildup of limescale. - Active Ingredients: Hydrochloric acid, Surfactants, Fragrance. - Duck, Harpic, Plush or equivalent in quality.
8	<p>Paper Towel 240mmx360m</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Must comply with SABS 1887-4:2008. - Single Ply. - The paper shall be white of colour and perforated. - Roll Width: 240 mm (24 cm) - Roll Length: 360 meters. - The towels must be packaged in quantities of 4 towel rolls per bag. - Twinsaver 0325 or equivalent in quality.

9	<p>Paper Towel 210mmx140m</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Must comply with SABS 1887-4:2008. - Single Ply. - The paper shall be white of colour and perforated. - Roll Width: 210 mm (21 cm) - Roll Length: 140 meters. - The towels must be packaged in quantities of 6 towel rolls per bag. - Twinsaver 0324 or equivalent in quality.
10	<p>Toilet Paper Rolls 48 Bale</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Must comply with SABS 1887-2:2008. - Single Ply Utility. - The paper shall be white of colour and perforated. - Sheet size: 100mm x 110mm - The number of sheets per roll shall be 500. - Rolls shall be unwrapped. - The toilet rolls must be packaged in quantities of 48 rolls per bag. - Twinsaver 0174 or equivalent in quality.
11	<p>Dish Washing Liquid 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Liquid, undiluted. - concentrated cleaning solution specifically formulated for effectively removing grease and food residues from dishes, utensils, and cookware. - To conform to the latest edition of SANS 825. - The colour of the dishwashing liquid to be green and no other colour will be acceptable. - The container shall have a label reading “dishwashing liquid” with no additives harmful to the skin. - Sunlight or equivalent in quality.
12	<p>Liquid Handsoap Natural 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Liquid Hand Soap – To contain an extra 2% glycerine to prevent drying out of hands. - The colour of the liquid soap shall be pink (no other colour will be acceptable). The soap shall not irritate the skin. - To conform to the latest edition of SANS 238. - The container shall have a waterproof label reading “Liquid Hand Soap” with no additives harmful to the skin.
13	<p>Floor Cleaning Liquid 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To clean and maintain various types of floors, including tile, vinyl, laminate, hardwood, and linoleum, while leaving a clean and streak-free finish. - pH: Neutral to slightly alkaline (typically between 7 to 9). - Active Ingredients: Surfactants, detergents, solvents (if applicable), fragrance. - Regulations: Complies with relevant environmental and workplace safety regulations (e.g., OSHA, EPA).

14	<p>Pine Gel 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Versatile cleaning and deodorizing gel formulated with pine oil for effective cleaning and a refreshing pine scent. - Thick green, gel consistency. - The colour of the pine gel to be green and no other colour will be acceptable.
15	<p>Deo Blocks 4kg</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To provide long-lasting odour control and freshness in various environments, such as restrooms, trash bins, and other enclosed spaces. - Active Ingredients: Deodorizing agents (e.g., surfactants, fragrance oils, odour neutralizers). - Form: Tablets. - Regulations: Complies with relevant environmental and workplace safety regulations (e.g., OSHA, EPA)
16	<p>Industrial Degreaser 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To effectively remove grease, oil, dirt, and grime from industrial equipment and surfaces. - Active Ingredients: Powerful surfactants, solvents (e.g., aliphatic hydrocarbons, alcohols), emulsifiers, corrosion inhibitors. - pH: Typically, between 9 to 11 (alkaline). - Regulations: Complies with relevant environmental and workplace safety regulations (e.g., OSHA, EPA). - Blixem or equivalent in quality.
17	<p>Dust Masks FFP2 20/Box</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To provide respiratory protection against moderate levels of fine dust particles, aerosols, and solid aerosols. - White, Disposable, non-woven fabric filtering face piece respirator. - Filters at least 94% of airborne particles. - Consists of multiple layers including filtration material and inner comfort layers. - Elastic ear loops or head straps for secure fit. - To conform to EN149:2001 N502P2, SANS: 50149:2003
18	<p>Fabric Deodorizer Trigger 500ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Effectively neutralizes and eliminates odours from fabrics. - pH: Neutral. - trigger sprayers for easy application. - Suitable for use on couches, chairs, car interiors, curtains, and other fabric surfaces. - Odorex or equivalent in quality.

19	<p>Multi-Surface Disinfectant Trigger 500ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To disinfect and sanitize various non-porous surfaces in homes, offices, and public spaces. - pH: Neutral to slightly alkaline (pH 7 to 9). - Kills a broad spectrum of bacteria, viruses, and fungi on surfaces. - Trigger sprayers for easy application. - Handy Andy, Dettol, Jik, or equivalent in quality.
20	<p>Washing Powder 25kg</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Effectively removes dirt, stains and odours from fabrics. - Form: Powder. - Sunlight, Omo, or equivalent in quality.
21	<p>Household Bleach 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Liquid, undiluted. - To disinfect and sanitize surfaces, whiten fabrics, and remove stains in household settings. - Active Ingredient: Sodium hypochlorite (NaClO) at a concentration of 5%. - To conform to the latest edition of SANS 296. - Jik, Albex or equivalent in quality.
22	<p>Lavender Sanitizer 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To effectively sanitize hands without the need for water, providing a pleasant lavender fragrance. - Active Ingredient: Ethanol (alcohol) or isopropyl alcohol (typically around 70% to 80% concentration). - Medium to thick consistency for easy application. - Kills 99.9% of common germs and bacteria. - Evaporates quickly without leaving a sticky residue. - Contains glycerine to prevent drying of the skin. - Complies with relevant health and safety regulations (e.g., FDA, CDC guidelines for alcohol-based hand sanitizers).
23	<p>Abrasive Scourer Pad Green 150x230 (10 per pack)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To effectively clean and scrub hard surfaces, removing tough stains and residues in kitchens, bathrooms, and other household or industrial settings. - Removes stubborn dirt, grease, and grime from surfaces. - Colour: Green (color-coded for abrasive strength), no other colour will be acceptable. - Size: 150x230 mm per pad. - Shape: Rectangular pad. - Thickness: Typically, 10-15 mm. - Abrasive Grit: Medium to coarse for effective scrubbing action.





24	<p>Oven Cleaner Fast Acting 300ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Effectively remove grease, baked-on food, and carbon deposits from ovens and grills. - Active Ingredients: Sodium hydroxide (caustic soda), sodium carbonate (washing soda), surfactants. - Quickly dissolves tough grease and carbonized food residues. - Fast-Acting: Begins to work upon application, reducing scrubbing time. - Mr Sheen. Mr. Muscle, Grillex or equivalent in quality.
25	<p>Portable Toilet Cleaner (Port A Blue) 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - To effectively clean and deodorize portable toilets and sanitation units. - Colour: Dark blue liquid. - Minimize foul odours and activate the breakdown of waste solids and paper towels, making it easier to empty tanks. - Liquifies solid waste to maintain portable toilets even during heavy usage.
26	<p>Floor Stripper 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - concentrated chemical formulation designed for removing wax, sealer, and finish coatings from hard floors. - Liquid, undiluted. - Non-ammoniated. - Columbus, Tile brite, Cobra or equivalent in quality.
27	<p>Floor Brite Polish 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - high-quality floor polish designed to enhance and protect hard floor surfaces. - Liquid, undiluted and slip resistant. - Durable, acrylic floor dressing, which is hard wearing and slip resistant. - Product ph. neutral 8-9. - A white milky emulsion. - Non-flammable. - Water soluble. - Columbus or equivalent in quality.
28	<p>Pine Sanitizing Liquid 5L</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - A powerful and versatile sanitising liquid with a refreshing pine scent. - Designed to effectively disinfect and clean surfaces in both residential and commercial environments. - Ideal for use on floors, countertops, and other hard surfaces to maintain a hygienic and pleasant environment. Removes dirt, grime, and stains while disinfecting. - Fragrance: Pine oil or synthetic pine fragrance. - Colour: Green. - Texture: Liquid. - Consistency: Medium viscosity; should be easy to pour and mix. - Fragrance: Pine, fresh and clean. - Effectively kills bacteria, viruses, and fungi on hard surfaces.

	- Removes dirt, grime, and stains while disinfecting.
29	<p>Air Freshener Aerosol Dispenser Refill 250ml</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Compatible with standard aerosol air freshener dispensers equipped to accept refill canisters of 250ml - Airscents, Airwick, Glade, Vibrant or equivalent in quality.
30	<p>Folded Hand Paper Towels</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Box of 2000 Towels (20 packs of 100 sheets) - C-fold paper. - Pack of 100 sheets. - 1ply. - Sheet size 240mm x 330mm. - Twinsaver 0319 or equivalent in quality.
31	<p>Carpet Freshener Powder 500g</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Dux, Glade, Mr. Sheen, Sparkle or equivalent in quality.
32	<p>Microfibre Cloths 280gsm 380x380mm (10 per pack)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Material: 100% Polyester Microfiber. - Highly absorbent. - Colour: Assorted colours. - Cloth Size: 380x380 mm. - Weight: 280 gsm (grams per square meter)
33	<p>Dish Cloths 450x750mm (10 per pack)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Material: 100% Cotton or Microfiber. - Cloth Size: 450 x 750 mm - Weight: Approximately 200-300 gsm - Colour: Assorted colours
34	<p>Dish Sponges (3 Pack)</p> <p><u>Specifications</u></p> <p>Absorbent Side</p> <ul style="list-style-type: none"> - Shape: Rectangular. Medium to high density for optimal absorption and durability. - Highly absorbent, quick-drying, soft texture. - Soft and porous, suitable for delicate surfaces and absorbing liquids. - Colour: Yellow. <p>Scrubbing Side</p> <ul style="list-style-type: none"> - Abrasive yet non-scratch, effective for removing tough stains and grime. - Effective for scrubbing without scratching surfaces. Resistant to wear and tear and retains effectiveness over time. - Colour: Green

- High absorbent capacity for liquid and soap retention.




TECHNICAL SPECIFICATIONS: SECTION C – TOOLS & EQUIPMENT





NB. All images are for illustration and clarity purposes only. Quoted prices should be on the item specifications and not the images.





ITEM NO.	DESCRIPTION
1	<p>Household use Broom</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Bristle: Black PVC fibre with coloured synthetic fibre border - Broom: Soft GB6 - Handle: Wood, 55 Grip - Head: Painted wood with buffers - Academy GB6 F13366 or equivalent in quality. 
2	<p>Industrial Mop (Complete)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Extra Heavy-Duty: 450g mop for intensive cleaning requirements. - Complete Set: Includes handle and mop head for immediate use. - Superior Absorption: Effectively cleans spills and heavy soiling. - Durable Material: Resists wear and tear in industrial settings. 
3	<p>Toilet Brush and Holder</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Toilet brush set with container. - Plastic head & handle. - Stiff & durable nylon bristle. - Standard size for household use. 
4	<p>Household use Mop</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Short hair. - 500g head with metal connector socket. - Weight: 691g. - Academy W5 F18662 or equivalent. 



TECHNICAL SPECIFICATIONS: SECTION I – PERSONAL PROTECTIVE EQUIPMENT (PPE)

NB. All images are for illustration and clarity purposes only. Quoted prices should be on the item specifications and not the images.

ITEM NO.	DESCRIPTION
1	<p>Rubber Coated Crayfish Gloves Large (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Main Glove Material: Nylon or polyester knit for flexibility and comfort. - Coating Material: Natural rubber or latex for water resistance and grip. - Coating Type: Fully coated with rubber or latex for protection against water and abrasions. - Extended cuff for wrist protection and secure fit. - Optional cotton or fleece lining for warmth and comfort during prolonged use. - Textured or patterned palm for enhanced grip on wet and slippery surfaces. 
2	<p>Standard Duty PVC Gloves (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Main Glove Material: Polyvinyl chloride (PVC) for durability and resistance to oils, acids, and chemicals. - Lining: Optional jersey or fleece lining for comfort and insulation in colder environments. - Type: Fully coated PVC gloves for maximum protection. - Cuff: Knit wrist or safety cuff for a secure fit and to prevent debris from entering the glove. - Chemical Resistance: Resistant to oils, acids, and chemicals for protection in industrial settings. 
3	<p>Comarex Knitwrist Gloves Large (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Main Glove Material: Cotton or polyester/cotton blend for comfort and breathability. - Coating: Natural rubber or latex coating on palm and fingers for enhanced grip and durability. - Standard duty. - Type: Knitwrist gloves with a snug fit around the wrist. - Cuff: Knitwrist cuff for a secure fit and to prevent debris from entering the glove. - Palm and Finger Coating: Fully coated with rubber or latex for excellent grip and protection. - Grip Design: Textured or patterned palm and fingers for enhanced grip in dry and slightly wet conditions. - Protection: Provides protection against minor cuts, abrasions, and punctures. 

4	<p>Disposable Coveralls</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Main Material: Non-woven polypropylene or similar material for lightweight, breathable comfort. - Type: Full-body coverall with long sleeves and pants. - Closure: Zipper closure at front for easy wear and removal. - Elastic: Elastic cuffs at wrists, ankles, and hood for a secure fit. - Hood: Attached hood for head and neck protection. - Seams: Stitched seams for durability and strength. - Resistant to tearing and abrasion during use. 	
5	<p>Palm Coated Gloves (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Main Glove Material: Seamless knit construction using materials such as nylon, polyester, or a blend for flexibility and comfort. - Coating Material: Polyurethane (PU), natural rubber (latex), nitrile, or PVC for enhanced grip and protection. - Type: Palm coated gloves with coating covering the palm area and sometimes extending to the fingers. - Cuff: Knitwrist cuff for a snug fit to prevent debris from entering the glove. - Grip Design: Textured or patterned coating on the palm and sometimes fingers for superior grip in dry or slightly oily conditions. 	
6	<p>Safety Spoggles - Clear</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Lens Material: Polycarbonate (PC) for impact resistance and clarity. - Lens Colour: Clear for maximum visibility and minimal distortion. - Frame Material: Lightweight and durable polycarbonate or nylon frame. - Scratch-resistant coating for durability and longevity. - Adjustable nose bridge for comfort and a secure fit. anti-fog coating to maintain clear vision in humid environments. - Provides 99.9% UV protection - Meets ANSI Z87.1 or equivalent standards for high-velocity impact protection. 	
7	<p>Safety Sporty Spectacles - Clear</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Lens Material: Polycarbonate (PC) for high impact resistance. - Lens Colour: Clear for optimal visibility with minimal distortion. - Frame Material: Lightweight polycarbonate for durability and comfort. Wide black frame & vinyl temples. - Design: Sporty wrap-around style for enhanced coverage and peripheral protection. - Resists scratches and prolongs lens life. - Anti-fog lens to maintain clear vision in humid conditions. - Compliant with ANSI Z87.1 or equivalent standards for high-velocity impact protection. - Provides 99.9% UV protection against harmful UV rays. 	

8	<p>PVC Elbow Length Gloves (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Glove Material: Polyvinyl chloride (PVC) for durability and resistance to chemicals, oils, and abrasions. - Lining: Optional cotton or fleece lining for comfort and insulation. - Type: Elbow length gloves, typically reaching up to the elbow or slightly below. - Cuff: Extended cuff for forearm protection and secure fit. - Thickness: Generally thicker gauge PVC for enhanced durability and protection. - Grip: Textured palm and fingers for secure handling of wet or oily objects. - Seams: Reinforced seams for strength and durability. - Resistant to punctures, abrasions, and tears from rough handling and chemical exposure. - Safety Standards: Meets relevant safety standards for protective gloves, such as EN 388 (mechanical risks) and EN 374 (chemical risks). 
9	<p>Superior Gloves Large (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Durable, abrasion-resistant shell material such as TenActiv™. - Coating: Polyurethane - Coating Style: Dipped palm. - Thermal lining for heat resistance or fleece lining for cold weather conditions. - Comfortable inner lining material (e.g., cotton, fleece) for moisture absorption and comfort. - Extended cuff for wrist protection or short cuff for flexibility and dexterity. - Level of cut resistance based on ANSI or EN standards (e.g., ASTM ANSI Cut Level 5). - Resistance to wear and tear to ensure longevity. - Protection against punctures from sharp objects. - Compliance with relevant standards such as ANSI, EN, or specific industry standards (e.g., ASTM for chemical resistance). 
10	<p>Goatskin Gloves (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Glove Material: Genuine goatskin leather for durability, flexibility, and comfort. - Reinforced stitching for added strength and durability. - Natural durability and abrasion resistance. - Soft texture and flexibility provide comfort and ease of movement. 
11	<p>PVC H/D Knitwrist Gloves Large (Per Pair)</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Glove Material: Polyvinyl chloride (PVC) for durability, chemical resistance, and protection against oils and abrasions. - Lining: Optional jersey or fleece lining for comfort and insulation in colder environments. - Heavy-duty gloves with a robust design for industrial applications. - Knitwrist cuff for a secure fit and to prevent debris from entering the glove. - Generally thicker gauge PVC for enhanced durability and protection. - Reinforced seams for strength and durability. 

	<ul style="list-style-type: none"> - Textured palm and fingers for secure handling of wet or oily objects. - Meets relevant safety standards for protective gloves, such as EN 388 (mechanical risks) and EN 374 (chemical risks).
12	<p>Earplugs Cotton Corded</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Earplug Material: High visibility fluorescent thermo plastic rubber. - Cord Material: Cotton material, durable and comfortable around the neck. - Type: Preformed triple flange re-usable ear plug, with cord. - Shape: Tapered shape for easy insertion and a snug fit in the ear canal. - Corded for easy wearing around the neck when not in use and to prevent loss. - High visibility soft pliable, corded thermo plastic rubber ear plugs are designed with optimum protection and comfort of the ear canal offering the highest level of protection against noise. - Provides a high NRR (Noise Reduction Rating) for effective noise reduction in various environments. - Complies with relevant safety standards for hearing protection (e.g., ANSI S3.19, EN 352). 
13	<p>PVC Apron</p> <p><u>Specifications</u></p> <ul style="list-style-type: none"> - Primary Material: PVC (Polyvinyl chloride) for its durability, flexibility, and excellent resistance to liquids. - 450gsm Coated. - Coverage: Full-body apron, extending from the chest to below the knees, ensuring comprehensive coverage. - Neck Strap: Adjustable neck strap for a comfortable fit and ease of wearing. - Waist Straps/Ties: Waist ties or straps for securing the apron around the waist. - Thickness: 0.15 mm to 0.50 mm thickness for varying levels of protection and flexibility. 

6. PRICING SCHEDULES

The total price for all items per section VAT inclusive will be used for the evaluation and award. Evaluation will be per section. The award will be one service provider per section for the duration of the contract period. Bidders can bid on ANY OR ALL SECTIONS.

For proper evaluation purposes it is essential that this specific pricing schedule be completed in full and signed. Alternative pricing schedules will not be accepted and shall render the bid non-responsive.

NB. Brand names must be indicated on the pricing schedules. Should any equivalent products be of poor quality, the bidder will be disqualified.

SECTION A: CLEANING MATERIAL

ITEM NO.	ITEM DESCRIPTION	BRAND NAME	UNIT OF MEASURE	UNIT PRICE (15% VAT INCL.) AS PER UOM	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Ammonia Cleaner 5L		5L	R	15	R
2	Window Cleaner Clear Trigger 750ml		750ml	R	36	R
3	Thick Bleach 5L		5L	R	15	R
4	Air Freshener Aerosol 300ml		300ml	R	60	R

5	Furniture Polish Aerosol 300ml		300ml	R	18	R
6	Insect Killer Multi-Insect Aerosol 300ml		300ml	R	36	R
7	Toilet Cleaner 750ml		750ml	R	42	R
8	Paper Towel 240mm x 360m		Pack of 4	R	40	R
9	Paper Towel 210mm x 140m		Pack of 6	R	36	R
10	Toilet Paper Rolls 48 Bale		Per Pack of 48 Rolls	R	70	R
11	Dish Washing Liquid 5L		5L	R	20	R
12	Liquid Handsoap Natural 5L		5L	R	5	R
13	Floor Cleaning Liquid 5L		5L	R	20	R
14	Pine Gel 5L		5L	R	10	R

15	Deo Blocks 4kg		4kg	R	12	R
16	Industrial Degreaser 5L		5L	R	5	R
17	Dust Masks FFP2 20/Box		20 Per Box	R	1	R
18	Fabric Deodorizer Trigger 500ml		500ml	R	18	R
19	Multi-Surface Disinfectant Trigger 500ml		500ml		18	R
20	Washing Powder 25kg		25kg	R	3	R
21	Household Bleach 5L		5L	R	10	R
22	Lavender Sanitizer 5L		5L	R	12	R
23	Abrasive Scourer Pad Green 150x230 (10 per pack)		10 Per Pack	R	30	R
24	Oven Cleaner Fast Acting 300ml		300ml	R	12	R

25	Portable Toilet Cleaner (Port A Blue) 5L		5L	R	10	R
26	Floor Stripper 5L		5L	R	15	R
27	Floor Brite Polish 5Lt		5L	R	15	R
28	Pine Sanitizing Liquid 5Lt		5L	R	15	R
29	Air Freshener Machine Aerosol Refill 250ml		250ml	R	10	R
30	Folded Hand Paper Towels – Box of 2000 Towels (20 packs of 100 sheets)		Box of 2000	R	20	R
31	Carpet Freshener Powder 500g		500g	R	10	R
32	Microfibre Cloths 250gsm 380x380mm (10 Pack)		10 Pack	R	200	R
33	Dish Cloths 450x750mm (10 Pack)		10 Pack	R	90	R
34	Dish Sponges (3 Pack)		Per Pack of 3	R	45	R

	SECTION A - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.	R _____
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SECTION B: LUBRICANTS

ITEM NO.	ITEM DESCRIPTION	BRAND NAME	UNIT OF MEASURE	UNIT PRICE (15% VAT INCL.) AS PER UOM	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Grease Multi-Purpose 15kg		15kg	R	9	R
2	Engine Oil 15W40 for Trucks 210L		210L	R	1	R
3	Oil Transmission ATF 210L		210L	R	2	R
4	Oil Gearbox 80W90 210L		210L	R	2	R
5	Oil Hydraulic AW68 210L		210L	R	2	R
SECTION B - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.						R _____

SECTION C: TOOLS & EQUIPMENT

ITEM NO.	ITEM DESCRIPTION	BRAND NAME	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Household use Broom		R	35	R
2	Industrial Mop (Complete)		R	15	R
3	Toilet Brush & Holder (Set)		R	35	R
4	Household use Mop		R	35	R
SECTION C - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.					R _____

SECTION D: TAPES & REPAIR ITEMS

- Insulation tape to comply with SANS 122.
- Easy to use and durable.
- Highly Elastic.
- Good peel and tensile strengths.
- Weather resistant.
- Dielectric strength of 10kV.
- Suitable for use over a wide temperature range (-20 to +60 C)
- Suitable for insulating, connecting, splicing and identifying cord and cable cores.
- Pratley or equivalent in quality.

ITEM NO.	ITEM DESCRIPTION	BRAND NAME	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Heavy Duty Thread Tape 19mmx30m		R	30	R
2	Insulation Tape – Red 0.2mmx19mmx20m		R	30	R
3	Insulation Tape – Yellow 0.2mmx19mmx20m		R	30	R
4	Insulation Tape – Black 0.2mmx19mmx20m		R	30	R
5	Insulation Tape – Green 0.2mmx19mmx20m		R	30	R

6	Wax Pan Seal		R	10	R
SECTION D - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.					R _____

SECTION E: ELECTRICAL ITEMS

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Line Taps 36mm	R	100	R
2	Line Taps 50mm	R	100	R
3	Q-Clamp / Split Clamp – 16mm	R	100	R
4	Q-Clamp / Split Clamp – 26mm	R	100	R
5	Q-Clamp / Split Clamp – 40mm	R	100	R
6	Ferrule Crimping Copper – 6mm	R	300	R
7	Ferrule Crimping Copper – 10mm	R	300	R
8	Ferrule Crimping Copper – 16mm	R	300	R
9	Ferrule Crimping Copper – 25mm	R	150	R
10	Strapping 304 Stainless Steel 12.7mm	R	7	R
11	Strapping Buckles 304 Stainless Steel 12.7mm	R	7	R
SECTION E - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.				R _____

SECTION F: WATER FITTINGS

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Comp Ring/Ferrules – 15mm	R	100	R
2	Comp Ring/Ferrules – 22mm	R	60	R
3	Comp CPR STR CXC – 15mm	R	70	R
4	Comp CPR STR CXC – 22mm	R	30	R
5	Comp ADT STR CXMI – 22mm	R	50	R
6	Comp CPR Elbow CXC – 15mm	R	20	R
7	Comp CPR Elbow CXC – 22mm	R	10	R
8	Comp ADT Elbow CXMI – 15mm	R	60	R
9	Comp ADT Elbow CXFI – 22mm	R	50	R
10	Comp ADT Elbow CXMI – 22mm	R	20	R
11	Comp Reducer CXFI – 22mmx15mm	R	50	R
12	Comp Reducer CXMI – 20mmx15mm	R	50	R
13	Comp Reducer CXMI – 15mmx20mm	R	50	R
14	Wall Plates 22mm	R	10	R
15	Brass Stop Tap CXC – 22mm	R	30	R
16	Short Collar – 75mm	R	10	R
SECTION F - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.				R _____

NB: Please find attached full specification book for above store items on our municipal website.

<http://www.bergmun.org.za/tenders-quotations-available>

SECTION G: PVC PIPES & FITTINGS

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Insert Pex Pipe – 15mm	R	200	R
2	Pex Pipe White – 15mm	R	100	R
3	UPVC Class 12 Adaptor – 75mm	R	32	R
4	UPVC Class 12 Adaptor – 110mm	R	10	R
5	UPVC Class 12 Pipe – 75mm	R	15	R
6	UPVC Class 12 Pipe – 110mm	R	20	R
7	UPVC Class 12 T-Piece – 110mm	R	2	R
8	UPVC Class 12 Repair Pipe 110mm 4m Plain Ended	R	4	R
9	Clamp Saddle Cast Iron – 50 (For F.C. Pipes)	R	10	R
10	Clamp Saddle Cast Iron – 75 (For F.C. Pipes)	R	14	R
11	PVC Lubricant Gel 5L	R	3	R
SECTION G - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.				R _____

NB: Please find attached full specification book for above store items on our municipal website.
<http://www.bergmun.org.za/tenders-quotations-available>

SECTION H: RANGER COUPLINGS & STEEL REPAIR CLAMPS

ITEM NO.	ITEM DESCRIPTION	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Ranger Coupling 72-85mm	R	5	R
2	Ranger Coupling 83-102mm	R	5	R
3	Ranger Coupling 88-103mm	R	9	R
4	Ranger Coupling 109-128mm	R	4	R
5	Ranger Coupling 159-182mm	R	1	R
6	Ranger Coupling 138-153mm	R	2	R
7	S/Steel Repair Clamp 69-76mm	R	6	R
8	S/Steel Repair Clamp 95-104mm	R	3	R
9	S/Steel Repair Clamp 121-130mm	R	4	R
10	S/Steel Repair Clamp 167-176mm	R	3	R
SECTION H - TOTAL PRICE (15% VAT INCLUSIVE)				R _____
NB. The Total price calculated here will be considered for evaluation and the award.				

NB: Please find attached full specification book for above store items on our municipal website.
<http://www.bergmun.org.za/tenders-quotations-available>

SECTION I: PERSONAL PROTECTIVE EQUIPMENT (PPE)

ITEM NO.	ITEM DESCRIPTION	SIZE	UNIT PRICE (15% VAT INCL.)	QUANTITIES	TOTAL PRICE (15% VAT INCL.)
1	Rubber Coated Crayfish Gloves Large (Per Pair)	Large	R	60	R
2	Standard Duty PVC Gloves (Per Pair)	7	R	30	R
		8	R	30	R
		9	R	10	R
3	Comarex Knitwrist Gloves Large (Per Pair)	Large	R	6	R
4	Disposable Coveralls	S	R	15	R
		M	R	30	R
		L	R	30	R
		XL	R	30	R
		2XL	R	15	R
		3XL	R	6	R
5	Palm Coated Gloves (Per Pair)	7	R	30	R
		8	R	30	R
		9	R	10	R

6	Safety Spoggles - Clear		R	30	R
7	Safety Sporty Spectacles - Clear		R	60	R
8	PVC Elbow Length Gloves (Per Pair)	7	R	12	R
		8	R	12	R
		9	R	12	R
9	Superior Gloves Large (Per Pair)	Large	R	30	R
10	Goatskin Gloves (Per Pair)	7	R	30	R
		8	R	30	R
11	PVC H/D Knitwrist Gloves Large (Per Pair)	Large	R	60	R
12	Earplugs Cotton Corded		R	200	R
13	PVC Apron		R	30	R
SECTION I - TOTAL PRICE (15% VAT INCLUSIVE) NB. The Total price calculated here will be considered for evaluation and the award.					R

I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

I, the undersigned, confirm that I am duly authorised to sign this contract for and on behalf of the bidder. I/we hereby confirm that I/we understand the information as stated above and that I/we will comply with all of the above.

.....
Name (print)

.....
Signature

.....
Capacity

VAT REGISTERED? Yes/No	VAT Number:
Delivery Period: Strictly within 5-10 working days from date of official order	
Penalties for late delivery: R1000.00 of the value of the official order per calendar day	
THE CONDITIONS HAVE BEEN READ AND ACCEPTED	
Name of Company:	Official Stamp:
Authorized Signature:	
Position:	
Print Name:	
Date:	
Tel No:	
E-Mail:	



BERGRIVIER MUNICIPALITY

MBD 4

DECLARATION OF INTEREST

- 1. **No bid** will be accepted from persons in the service of the state*.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in 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’s representative.....

3.2 Identity Number:

3.3 Position occupied in the Company (director, manager, shareholder).....

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 must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the state?..... **YES/NO**

3.8.1 If yes, furnish particulars.....

.....
.....

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

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

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

- 3.9 Have you been in the service of the state for the past twelve months?... **YES/NO**
 3.9.1 If yes, furnish particulars.....

- 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? **YES / NO**
- 3.10.1 If yes, furnish particulars.

- 3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**
- 3.11.1 If yes, furnish particulars

- 3.12 Are any of the company's directors, trustees, managers, Principal shareholders or stakeholders in service of the state? **YES / NO**
- 3.12.1 If yes, furnish particulars.

- 3.13 Are any spouse, child or parent of the company's directors trustees, managers, principal shareholders or stakeholders in service of the state? **YES / NO**
- 3.13.1 If yes, furnish particulars.
 Name of spouse/child/parent:.....
 ID number of spouse/child/parent.....
 Relationship to official.....
 Employer of spouse/child/parent.....
 Designation of spouse/child/parent.....
- 3.14 Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**
- 3.14.1 If yes, furnish particulars:



BERGRIVIER MUNICIPALITY

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

NB:

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

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

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

1.3 Preference points for this bid shall be awarded for:

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

1.3.1 The points for this bid are allocated as follows:

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

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

- 1.4 Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.5 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.6 **If you want to claim the specific goals you need to attach the business registration from CIPC, and if you're are a small business/SMME you need to attach the physical address of the business in the form of a municipal account in your personal name or the business name.**
- 1.7 **Please complete your CSD registration number: MAAA.....**

2. GENERAL DEFINITIONS

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

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

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

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

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

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

"EME" means

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

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

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

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

(2) who is a female; and / or

(3) who has a disability:

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

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

"lowest acceptable tender" means a tender that complies with all specifications and

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

3. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

3.6 POINTS AWARDED FOR PRICE

A maximum of 80 or 90 points is allocated for price on the following basis:
80/20 or **90/10**

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

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmax = Price of highest acceptable bid

4 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

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

5. BID DECLARATION

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

6. DECLARATION WITH REGARD TO EQUITY

6.1 Name of firm :

6.2 VAT registration number :

6.3 Company registration number :

6.4 TYPE OF FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account No:

Stand No:

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

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

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

*Indicate YES or NO

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

- (i) The information furnished is true and correct.
- (ii) The points claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

WITNESSES

1.

2.

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

DATE:

ADDRESS

.....

.....



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED. COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/38-2024 (MN231-2024)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. 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 2011;
 - 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)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1
2.
DATE:



BERGRIVIER MUNICIPALITY

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS **PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)**

1. I **HANLIE LINDE** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/2/38-2024 (MN231-2024)** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION
Quotation 8/2/38-2024 / MN231-2024 Supply and Delivery of various stock items for Bergrivier Municipal Stores for a period ending 31 December 2024	R	As per attached specifications		LEVEL

4. I confirm that I am duly authorized to sign this contract.
5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT **PIKETBERG**.....ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



BERGRIVIER MUNICIPALITY

MBD8

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. wilfully 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 as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	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)? (To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes <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 of law outside 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:		
Item	Question	Yes	No
4.4	Does the <u>bidder or any of its directors</u> owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? (attached copy of payment arrangements of arrears account)	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)

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

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT
JULY 2010**

THE NATIONAL TREASURY: Republic of South Africa

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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
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23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
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27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

General Conditions of Contract

1. Definitions

1. The following terms must be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 " Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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 supplier 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 supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 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 supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (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.

- 2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.

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3. General

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

4. Standards

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

5. Use of contract documents and information inspection

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

6. Patent Rights

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

the municipality / municipal entity.

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7. Performance Security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
 - (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
 - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

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

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- 8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract goods may on or after delivery be inspected, tested or

analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods must be held at the cost and risk of the supplier who must, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods must be returned at the suppliers cost and risk. Should the supplier fails to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 must not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

9.1 The supplier must 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 must 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

weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and Documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract must 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.

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12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

- (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 must not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts:
 - (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.

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15. Warranty

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

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

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- 17. Prices**
 - 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation Orders**
 - 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
- 19. Assignment**
 - 19.1 The supplier must not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
 - 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
 - 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
 - 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser must evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract.
 - 21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an

emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 23.3 Where the purchaser terminates the contract in whole or in part,
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the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (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.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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24. Antidumping and countervailing duties and rights

- 24.1 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 must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

- (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
 - 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
 - (a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
- 29. Governing Language**
 - 29.1 The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
- 30. Applicable Law**
 - 30.1 The contract must be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
 - 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must 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 must be deemed to be proper service of such notice.

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- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
- 32. Taxes and Duties**
 - 32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
 - 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
 - 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
 - 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of Contracts**
 - 33.1 The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
 - 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must 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 must be in writing, must also be in writing.

35. Prohibition of Restrictive practices

- 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it Is between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.
- 35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.
- 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with The public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractors(s) concerned.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL 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 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 (MBD 9) 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.



BERGRIVIER MUNICIPALITY

MBD9

CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

FQ 8/2/38-2024 / MN231-2024: SUPPLY AND DELIVERY OF VARIOUS STOCK ITEMS FOR BERGRIVIER MUNICIPAL STORES FOR A PERIOD ENDING 31 DECEMBER 2024

Written quotation and Description

in response to the invitation for the bid/written quotation/formal quotation made by:

BERGRIVIER 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/Contractor)

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" must 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

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.

6 The contractor has arrived at the accompanying proposal 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 proposal;
 - e) the submission of a proposal which does not meet the specifications and conditions of the proposal; or
 - f) propose with the intention not to win the bid/formal quotation/written quotation.
- 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 invitation relates.
- 9 The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, disclosed by the contractor, 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 Contractor



BERGRIVIER MUNICIPALITY

CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/38-2024 (MN231-2024)

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

Non adherence to this checklist will invalidate your offer!

**Mark with "X" where applicable*

Items to be checked	Yes	No	Comments
1. Completed and signed all pages containing the details of bidder			
2. Valid and original tax clearance certificate attached to bid document or submitted the TCS PIN NUMBER Was the MAAA NR of CSD quoted on page 3			
3. Adhered to the pricing instructions (MBD 3.1)			
4. Completed and signed declaration of interest (MBD 4)			
5. Was all the Directors/Shareholders ID no's. quoted on MBD4			
6. Preference points claimed and signed declarations (MBD 6.1 where applicable)			
7. Signed MBD 7.1 where applicable.			
8. Signed declaration of bidder's past supply chain management practices (MBD 8)			
9. Prohibition of Restrictive Practices (MBD 9) be completed and signed			
9. A certified copy or original BBBEE certificate			
10. Latest municipal account of the bidder and its directors must be attached If the bidder is not responsible for the payment of municipal rates and/ services, details in support of this must be attached to this bid document e.g. Lease agreement/ AFFIDAVIT of no property.			
11. Bidder initialed all the pages at the footnote as required in the document.			

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT)
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

.....
Signature

.....
Date

.....
Position

.....
Name



BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

SUPPLY CHAIN MANAGEMENT

Enquiries: Mr. S. Wilschut

Ref: 6/1/1

Tel: (022)913 6000

Fax: (022)913 1380

E-mail: wilschuts@bergmun.org.za

All Service Providers (SP's) and potential bidders

Dear Sir/Madam

Incomplete documentation in terms of bidding processes.

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

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

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

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

Adv. Hanlie Linde
Municipal Manager

23 August 2024



BERGRIVIER MUNICIPALITY

SMME STATUS

98 No. 41970

GOVERNMENT GAZETTE, 12 OCTOBER 2018

SCHEDULE

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

Column 1	Column 2	Column 3	Column 4
Sectors or sub-sectors in accordance with the Standard Industrial Classification	Size or class of enterprise	Total full-time equivalent of paid employees	Total annual turnover
Agriculture	Medium	250	35,0 million
	Small	50	17,0 million
	Micro	10	7,0 million
Mining and Quarrying	Medium	250	210,0 million
	Small	50	50,0 million
	Micro	10	15,0 million
Manufacturing	Medium	250	170,0 million
	Small	50	50,0 million
	Micro	10	10,0 million
Electricity, Gas and Water	Medium	250	180,0 million
	Small	50	60,0 million
	Micro	10	10,0 million
Construction	Medium	250	170,0 million
	Small	50	75,0 million
	Micro	10	10,0 million
Retail, motor trade and repair services	Medium	250	80,0 million
	Small	50	25,0 million
	Micro	10	7,5 million
Wholesale	Medium	250	220,0 million
	Small	50	80,0 million
	Micro	10	20,0 million
Catering, Accommodation and other Trade	Medium	250	40,0 million
	Small	50	15,0 million
	Micro	10	5,0 million
Transport, Storage and Communications	Medium	250	140,0 million
	Small	50	45,0 million
	Micro	10	7,5 million
Finance and Business Services	Medium	250	85,0 million
	Small	50	35,0 million
	Micro	10	7,5 million
Community, Social and Personal Services	Medium	250	70,0 million
	Small	50	22,0 million
	Micro	10	5,0 million



Lindiwe D Zulu, MP
Minister of Small Business Development
 Date: 28/09/2018

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Initial 