



BERGRIVIER MUNICIPALITY

TENDER NO: 8/3/20-2020 (MN73/2020)

TENDER 8/3/20-2020 MN73-2020 DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF AN ELECTRONIC RECORDS, DOCUMENTS AND WORKFLOW SYSTEM FOR BERGRIVIER MUNICIPALITY

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) (refer to page 73):	
DELIVERY PERIOD IN WORKING DAYS: days
B-BBEE LEVEL	

March 2020

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

**Mr. Shane Lesch
Head ICT**

Tel. Number: 022 913 6000

Email: leschs@bergmun.org.za



BERGRIVIER MUNICIPALITY

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TENDER 8/3/20-2020 MN73-2020 DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF AN ELECTRONIC RECORDS, DOCUMENTS AND WORKFLOW SYSTEM FOR BERGRIVIER MUNICIPALITY

TENDERS are hereby requested from service providers for the design, supply, delivery and installation of an electronic records, documents and workflow system for Bergrivier Municipality, for a period from 1 July 2020 till 30 June 2030, as set out in the specifications.

Bids, in sealed envelopes, clearly marked "**Tender No 8/3/20-2020 MN73-2020: Design, supply, delivery and installation of an electronic records, documents and workflow system**", must be placed in the tender box at the Municipal Offices, 13 Kerk Street, Piketberg no later than **12:00 on Monday, 04 May 2020** when the bids will be opened in public.

Documents and specifications that contain the minimum requirements are available on the Municipality's website (www.bergmun.org.za) free of charge or on request at a **non-refundable fee of R50.00** from Ms. Revedy Hendricks at tel. no. (022) 913 6036 or hendricksr@bergmun.org.za during office hours. All technical enquiries can be addressed to Mr. Shane Lesch at Tel No. (022) 913 6019 or e-mail: leschs@bergmun.org.za.

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

A compulsory site and information meeting will take place on Friday, 24 April 2020 at 11H00 in Library Hall, Kerk Street, Piketberg.

Please note: The Municipality prefer that Senior Company Staff members or Contract Managers attend the site meeting as the Scope of works, the design and the Tender specifications will be discussed in detail along with the Execution phase expectations and possible amendments. It remains the Bidder's responsibility to familiarise themselves with and fully understand the tender specifications to be able to submit a responsive tender.

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

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

Only bids completed in **black** ink on the original Bid documentation will be accepted. Late, incomplete or Bids submitted by facsimile or email will not be accepted. Proof of submitting a Bid will not be accepted as proof of the Bid having been received. The Municipality is not obliged to accept the lowest or any Bid submitted to it. The Municipality reserves the right to accept any Bid in full or in part.



BERGRIVIER MUNICIPALITY

Bids will be pre-evaluated on functionality criteria and weight. Bids that score less than 35 out of 50 points will be considered as not responsive.

**MUNICIPAL OFFICES ADV. HANLIE LINDE
13 CHURCH STREET MUNICIPAL MANAGER
PIKETBERG
7320**

MN73/2020

27 March 2020



BERGRIVIER MUNICIPALITY

TENDER 8/3/20-2020 MK73/2020: ONTWERP, VERSKAF, AFLEWER EN INSTALLEER VAN 'N ELEKTRONIESE REKORD, DOKUMENT EN WERKSVLOEISISTEEM VIR BERGRIVIER MUNISIPALITEIT

TENDERS word hiermee ingewag van diensverskaffers vir die ontwerp, verskaf, aflewering en installasie van 'n elektroniese rekord, dokument en werksvloeisistiem vir Bergrivier Munisipaliteit, vir 'n tydperk van 1 Julie 2020 to 30 Junie 2030, soos uiteengesit in die spesifikasies.

Tenders, in verseëelde koeverte en duidelik buite-op gemerk "**Tender 8/3/20-2020 MK73/2020: Ontwerp, verskaf, aflewer en installeer van 'n elektroniese rekord, dokument en werksvloeisistiem**", moet in die tenderbus by die Munisipale Kantore, Kerkstraat 13, Piketberg geplaas word teen nie later as **12:00 op Maandag, 04 Mei 2020** waarna tenders in die openbaar oopgemaak sal word.

Dokumente en spesifikasies is op aanvraag beskikbaar op die Munisipale webwerf (www.bergmun.org.za) teen geen fooi of verkrygbaar teen 'n **nie-terugbetaalbare tenderfooie van R50.00** by Me. Revedy Hendricks by tel. no. (022) 913 6036 of E-pos hendricksr@bergmun.org.za gedurende kantoorure. Alle tegniese navrae moet gerig word aan Mr. Shane Lesch Tel No (022) 913 6019 of E-pos: leschs@bergmun.org.za.

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

'n Verpligte terreinvergadering sal plaasvind op Vrydag, 24 April 2020 om 11H00 in die Biblioteeksaal, te Kerkstraat Piketberg.

Let wel: Die munisipaliteit verkies dat senior personelede of kontrakbestuurders die terreinvergadering bywoon, aangesien die omvang van die werke, die ontwerp en die tenderspesifikasies breedvoerig bespreek sal word, tesame met die verwagtinge van die uitvoeringsfase en moontlike wysigings. Dit is steeds die verantwoordelikheid van die tenderaar om hulself vertrouwd te maak met die tenderspesifikasies om 'n responsiewe tender in te dien.

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

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

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



BERGRIVIER MUNICIPALITY

Tenders sal vooraf geëvalueer word op grond van funksionaliteitskriteria en gewig. Tenderaars wat minder as 35 uit 50 punte behaal, se tender sal nie in oorweging gebring word nie.

**MUNISIPALE KANTORE ADV. HANLIE LINDE
KERKSTRAAT 13 MUNISIPALE BESTUURDER
PIKETBERG
7320**

MK73/2020

27 Maart 2020



BERGRIVIER MUNICIPALITY

TENDER DETAILS					
TENDER NUMBER:	TENDER 8/3/20-2020 MN73/2020				
TENDER TITLE:	DESIGN, SUPPLY, DELIVERY AND INSTALLATION OF AN ELECTRONIC RECORDS, DOCUMENTS AND WORKFLOW SYSTEM FOR BERGRIVIER MUNICIPALITY				
CLOSING DATE:	4 MAY 2020	CLOSING TIME:	12h00		
SITE MEETING:	DATE:	24 APRIL 2020	TIME:	11h00	COMPULSORY: YES
SITE MEETING ADDRESS:	LIBRARY HALL, KERK STREET, PIKETBERG				
<i>NB: Please note that no latecomers will be allowed.</i>					
<i>For all compulsory briefing sessions/site meetings/clarification meetings, bids received from interested bidders that did not attend the meeting or arrived later than predetermined date and time, will be disqualified</i>					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A		
BID BOX:	SITUATED AT: BERGRIVIER Municipal Building, 13 Church Street, BERGRIVIER. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	120 DAYS	DAYS FROM THE CLOSING DATE OF BID.			
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)					
NAME OF TENDERER:					
NAME OF CONTACT PERSON:	CELL PHONE NO :				
PHYSICAL ADDRESS:		POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.			
E-MAIL ADDRESS:					
DATE:					
SIGNATURE OF TENDERER:					
CAPACITY UNDER WHICH THIS BID IS SIGNED:					
PLEASE NOTE:					
1. Tenders that are deposited in the incorrect box will not be considered.					
2. Mailed, telegraphic or faxed tenders will not be accepted.					
3. If the bid is late, it will not be accepted for consideration.					
4. Bids may only be submitted on the Bid Documentation provided by the Municipality.					
ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER	EMAIL ADDRESS		
1. TECHNICAL ENQUIRIES	Mr. Shane Lesch	022 913 6019	Leschs@bergmun.org.za		
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	Ms. Revedy Hendricks	022 913 6038	hendricksr@bergmun.org.za		



BERGRIVIER MUNICIPALITY

CONTENTS

	PAGE NUMBER
TENDER NOTICE & INVITATION TO TENDER	1-6
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	8
1. CHECKLIST	9
2. AUTHORITY TO SIGN A BID.....	10-11
3. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES.....	12
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT.....	13-21
5. TERMS AND CONDITIONS OF TENDER.....	22-23
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS	24-25
7. MBD 4 – DECLARATION OF INTEREST	26-28
8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES "Insert 80/20 or 90/10".....	29-33
9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	34-35
10. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	36-37
11. MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	38
12. FORM OF INDEMNITY	39
13. WORK EXPERIENCE.....	40
14. ACCEPTANCE OF CONDITIONS	41
PART B SPECIFICATION.....	42-69
PRICING SCHEDULE.....	70-72
15. FORM OF OFFER AND ACCEPTANCE.....	73-74
16. PRICING SCHEDULE	75
17. DECLARATION BY TENDERER.....	76



BERGRIVIER MUNICIPALITY

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



BERGRIVIER MUNICIPALITY

CHECKLIST

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



BERGRIVIER MUNICIPALITY

AUTHORITY TO SIGN A BID

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

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

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorized Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	

Is a CERTIFIED COPY of the resolution attached?	YES		NO	
--	-----	--	----	--

SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



BERGRIVIER MUNICIPALITY

3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

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



BERGRIVIER MUNICIPALITY

CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____
authorized signatory of the Company/Close Corporation/Partnership (name) _____,
acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

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

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

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

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

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



BERGRIVIER MUNICIPALITY

1. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



BERGRIVIER MUNICIPALITY

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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



BERGRIVIER MUNICIPALITY

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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



BERGRIVIER MUNICIPALITY

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

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

14. Spare parts

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



BERGRIVIER MUNICIPALITY

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts



BERGRIVIER MUNICIPALITY

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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



BERGRIVIER MUNICIPALITY

respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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



BERGRIVIER MUNICIPALITY

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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



BERGRIVIER MUNICIPALITY

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)



BERGRIVIER MUNICIPALITY

GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"TENDER NUMBER: 8/3/20-2020"** clearly endorsed on the envelope, must be deposited in the **TENDER BOX** at the offices of the Bergrivier Municipality, Church Street, Piketberg 7320.
2. The tender must be lodged by the Tenderer in the tender box in the Main Entrance, Bergrivier Municipal Offices, Church Street, Piketberg 7320.

PLEASE NOTE:

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



BERGRIVIER MUNICIPALITY

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

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

8 Service Level Agreement

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

9 Centralised Supplier Database

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

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

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

MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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

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

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

2. In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate, Tax Compliance Status Pin or CSD Registration number
 3. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Fileers 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.
4. Non adherence to point 4 above may invalidate your offer.



BERGRIVIER MUNICIPALITY

PART B: TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:



BERGRIVIER MUNICIPALITY

MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



BERGRIVIER MUNICIPALITY

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



BERGRIVIER MUNICIPALITY

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

NB:

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

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

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



BERGRIVIER MUNICIPALITY

MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – 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, 2017.

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or
- 1.2 Points for this bid shall be awarded for:
- (a) Price; and
 - (b) B-BBEE Status Level of Contributor.
- 1.3 The maximum points for this bid are allocated as follows:

	POINTS
1.1.1. Price	80
1.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

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

2. DEFINITIONS

- 2.1 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.2 **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.3 **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- 2.4 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003); as amended by Act No. 46 of 2013; (this was added by us)
- 2.5 **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black



BERGRIVIER MUNICIPALITY

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- 2.6 “**functionality**” means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- 2.7 “**prices**” includes all applicable taxes less all unconditional discounts;
- 2.8 “**proof of B-BBEE status level of contributor**” means:
- 2.8.1 B-BBEE Status level certificate issued by an authorized body or person;
- 2.8.2 A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
- 2.8.3 Any other requirement prescribed in terms of the B-BBEE Act;
- 2.9 “**QSE**” means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- 2.10 “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

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

Where:

- P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

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

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

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

5. BID DECLARATION

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



BERGRIVIER MUNICIPALITY

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

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1 If yes, indicate:				
7.1.1.1 what percentage of the contract will be subcontracted?			%	
7.1.1.2 the name of the sub-contractor?				
7.1.1.3 the B-BBEE status level of the sub-contractor?				
7.1.1.4 whether the sub-contractor is an EME or QSE? (<i>Tick applicable box</i>)	YES		NO	

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

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



BERGRIVIER MUNICIPALITY

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of Company/firm:		
8.2 VAT registration number		
8.3 Company registration number		
8.4 Type of Company/Firm: (Tick applicable box)	Partnership / Joint Venture / Consortium	<input type="checkbox"/>
	One person business / sole proprietor	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
	Company	<input type="checkbox"/>
	(Pty) Limited	<input type="checkbox"/>
8.5 Describe Principal Business Activities		
8.6 Company Classification (Tick applicable box)	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
8.7 Municipal Information		
Municipality where business is situated:		
Registered Account Number:		
Stand Number:		
8.8 Total Number of years the Company/Firm has been in business:		

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

9.1 The information furnished is true and correct;



BERGRIVIER MUNICIPALITY

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

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



BERGRIVIER MUNICIPALITY

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

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

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



BERGRIVIER MUNICIPALITY

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

5. CERTIFICATION

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

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

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



BERGRIVIER MUNICIPALITY

MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

BERGRIVIER MUNICIPALITY

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

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

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



BERGRIVIËR MUNICIPALITY

- 2.1.2 could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 2.1.3 provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- 2.1.1 prices;
- 2.1.2 geographical area where product or service will be rendered (market allocation)
- 2.1.3 methods, factors or formulas used to calculate prices;
- 2.1.4 the intention or decision to submit or not to submit, a bid;
- 2.1.5 the submission of a bid which does not meet the specifications and conditions of the bid; or
- 2.1.6 bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



BERGRIVIER MUNICIPALITY

MBD 10 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003)

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

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

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

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

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

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

NB: Please attach certified copy (s) of ID document(s) and Municipal Accounts
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date



BERGRIVIER MUNICIPALITY

FORM OF INDEMNITY

INDEMNITY

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

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

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

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



BERGRIVIER MUNICIPALITY

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER – COMPLETED CONTRACTS

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

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

Attach additional pages if more space is required.

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

VAT Registered? Yes / No	VAT Number:
THE CONDITIONS HAVE BEEN READ AND ACCEPTED	
Name of Company:	Official Stamp:
Authorised Signature:	
Position:	
Print Name:	
Date:	
Tel no:	Fax no:
E-Mail:	



PART B – SPECIFICATIONS AND PRICING SCHEDULE

SPECIFICATIONS

BERGRIVIER MUNICIPALITY

SPECIFICATIONS



BERGRIVIER MUNICIPALITY

1. TERMS OF REFERENCE

1.1. Introduction and Background

Bergrivier Municipality would like to indicate that it is the Municipality's preference to work with a "single" service organisation that can deliver the design, supply, delivery, installation, training, management and on-going maintenance of a Workflow and Document Management system and associated components and systems.

This User Requirement Specification has been prepared for use by potential solution providers.

The document does not cover the detailed technical and implementation requirements – such detail will be supplied in structured format by potential suppliers on the solution for Bergrivier Municipality.

It is expected from tenderers to familiarize themselves with the basic business principles that govern Municipalities, related local government organisations and associated structures.

It is further expected and assumed that readers are familiar with the fundamentals of workflow and document management systems, network infrastructure environments, Internet portals and content management solutions.

The purpose of this project is to provide the Bergrivier Municipality with a portal or central site that will primarily deliver organisational empowerment and content ownership while also adding value to the existing business processes.

The requirements detailed in this document refer to the entire project and not to any specific phase. A detailed project plan is required detailing the various functions and functionalities to be delivered in which appropriate phase(s) the tenderer deems relevant and necessary, together with detailed accurate timelines and clearly defined project deliverables and costs.

1.2. Scope

1.2.1. Bergrivier Municipality would like to address the following business objectives in the implementation of the required solution:

- 1.2.1.1. Implement a standardised and uniform correspondence management system;
- 1.2.1.2. Implement a standardised and uniform system to address the management of committee meetings, items and the placement of such items on various portfolio committee-meeting agendas, Bergrivier Municipality-meeting agendas etc;
- 1.2.1.3. Implement a standardised and uniform system to address records management in a holistic and comprehensive manner as dictated by both the Provincial Archives of the Western Cape and the National Archives;
- 1.2.1.4. Implement a standardised and uniform system to facilitate the automatic creation of agendas for all meetings held within Bergrivier municipality;
- 1.2.1.5. Implement a standardised and uniform systems platform that will enable the sharing of designated or specific information amongst all officials at the municipality;



BERGRIVIER MUNICIPALITY

1.2.1.6. Implement a standardised and uniform communications system, utilizing the current electronic e- mail system;

1.2.1.7. Provide transparent online access to Bergrivier Municipal councillors and officials;

1.3. INTEGRATION

The tenderer agrees to integrate data to and from their system with third party systems as required by the Municipality, failure to comply with this will disqualify the tender.

The tenderer is to include a letter signed by an authorized official confirming this request, failure to include the letter will disqualify your tender.

1.4. KEY PERFORMANCE INDICATORS

The following key performance indicators will be applicable to the successful bidder and will be measured at least on an annual basis to assess the performance:

1.4.1. Ensure that all projects are completed within agreed timeframes and funding.

Standard: Every task must comply with all legislation.

Target: 100% achievement.

Proof of evidence: Sign-off on each project without any material findings by audit.

1.4.2. Attend to all requests timeously.

Standard: Acknowledge request for support within 2 days after instruction issued and provide a quotation (Time and/or price) within 14 days.

Target: 95% achievement.

Proof of evidence: Formal quotation based the rates as per tender and estimated hours.

1.4.3. Regular meetings with the service provider.

Target: At least once a quarter.

Standard: A meeting, on the premises of the municipality, with at least the Manager responsible for the project. The successful bidder must keep written minutes and avail it to the Municipality within 1 week of the meeting

Proof of evidence: Approved minutes of the meeting.

1.5. DEPLOYMENT

Bergrivier Municipality requires the solution to be deployed at the Head offices of the municipality based at 13 Church Street, Piketberg,7320. Not all the Business Processes will be deployed upon awarding of the tender. The Municipality may deploy the rest of the Business Processes as needed throughout the duration of the contract.

1.6. DATA

1.6.1. OWNERSHIP OF DATA : Municipality remains the owner of all Data generated as a result of the Municipality using the Service Providers services.

1.6.2. The successful service provider may be requested to supply data diagram and data flow charts.

1.6.3. The service provider must have data protection mechanisms to protect data from unauthorized internal external access.

1.6.4. The files used for integration with any other system must at no point be accessible for human manipulation or tempering.

1.7. SECURITY



BERGRIVIER MUNICIPALITY

- 1.7.1. Access must follow a “principle of least-privilege” approach, whereby all access is revoked by default and users are only allowed access based on their specific requirements.
- 1.7.2. A facility must exist for Reviewing user access permissions; and User and administrator activity monitoring.
- 1.7.3. The systems must establish an audit trail to log all attempts to alter or edit electronic records and their metadata
- 1.7.4. Access controls must protect records against unauthorized access and tampering
- 1.7.5. The system must ensure that electronic records, that have to be legally admissible in court and carry evidential weight, are protected to ensure that they are authentic, not altered or tampered with, auditable and produced in systems which utilize security measures to ensure their integrity.
- 1.7.6. The Promotion of Access to Information Act, Act No. 2 of 2000, gives effect to the right to access personal information held by the Municipality and must be complied with.
- 1.7.7. The Protection of Personal Information Act, Act No. 4 of 2013, gives effect to the right to privacy and must be complied with.

1.8. **RESPONSE**

The major requirements, main features and functional specifications of the envisaged System are detailed below for the Tenderer’s response.

Please respond by indicating, “COMPLY”, “DO NOT COMPLY”. The term “DO NOT COMPLY” must be applied if the solution does not 100% fit the description.

If Tenderers would like to provide comments or qualify “DO NOT COMPLY” answers, please use a separate annexure to the bid document and PLEASE CLEARLY indicate the point for comment or qualification as referenced in your point by point response.



BERGRIVIER MUNICIPALITY

2. DOCUMENT MANAGEMENT SYSTEM & SPECIFICATIONS

2.1. RECORDS MANAGEMENT

No	Description	Comply	Do not comply
2.1.1.	Integration and maintenance of a file plan		
2.1.2.	Saving of e-mails and attachments with metadata as a record		
2.1.3.	Complies with minimum requirements of National Archives Services Guidelines		

2.2 SEARCH AND VIEW FACILITIES

No	Description	Comply	Do not comply
2.2.1.	Provides full text retrieval on: MS Word documents MS Excel spreadsheets Others: Please specify		
2.2.2.	Provides advanced search aids such as Boolean operators, etc.		
2.2.3.	Provides sort, filtering and presentation options		
2.2.4.	Possible to search on WAN as easy as on LAN		
2.2.5.	Easy for users to save a search and repeat it later		
2.2.6.	Able to render documents into another formats on-the-fly (e.g. Word/Excel into PDF/HTML)		
2.2.7.	Integration with various address lists		



BERGRIVIER MUNICIPALITY

2.3 CONTROL FEATURES

No	Description	Comply	Do not comply
2.3.1	System indicates when a document has been checked out, but does not prevent other users from viewing the document		
2.3.2	Provides for version control of documents		
2.3.3	Creator/owner of document may decide when a newly created document becomes a corporate document and will have a version number attached to it		
2.3.4	Easy to integrate with proposed workflow product		
2.3.5	Supports integration with the Open Document Management Association (ODMA) API, MAPI		

2.4 INDEXING

No	Description	Comply	Do not comply
2.4.1	Possible to maintain a list of quick entry tables e.g. organisation names/addresses which users can easily access to copy into the indexing criteria of documents, e.g. correspondence received		
2.4.2	Possible to specify mandatory fields to be completed prior to the documents being routed via workflow		

2.5 LINKING DOCUMENTS

No	Description	Comply	Do not comply
2.5.1	Has support for folders of multiple data types		
2.5.2	Provides for compound documents		
2.5.3	When a user accesses a document, the system should provide pointers to the other documents to which it is linked		
2.5.4	Although correspondence that deals with multiple issues, is only scanned once and the basic attributes entered once, the correspondence may result in more than one workflow instance, each with one or more reference numbers which may be entered at different times		



BERGRIVIER MUNICIPALITY

2.5.5	Possible to link electronic documents to existing paper documents/files		
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2.6 SECURITY/ARCHIVING

No	Description	Comply	Do not comply
2.6.1.	Access control can be determined at individual, or Group level		
2.6.2.	Provides a log of every activity performed on a document		
2.6.3.	Electronic messages are maintained in a system which prevents them from being altered or manipulated		
2.6.4.	Possible to review electronic records prior to near-line and off-line archiving		
2.6.5.	Archival rules may be dependent on elapsed time or on a specified condition being met		
2.6.6.	Retention/archival status of each electronic record is easily accessed		
2.6.7.	To achieve co-operation from users, filing is automated into as many of the processes as possible		

2.7 WORKFLOW: DESIGN

No	Description	Comply	Do not comply
2.7.1.	Provides access to a complete, common database of associated process information by all identified users on the LAN, WAN, Intranet and Internet		
2.7.2.	Any user of a process can determine the history and status of that process instance, unless that access is specifically withdrawn		
2.7.3.	Provides for task definition incorporating folders, images and documents		
2.7.4.	Retrieves the task list/work queue for a given user		



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2.7.5.	The following may be designed for each task: Forms Roles Conditions for Routing Users and Groups Attachments External programs to execute		
2.7.6.	Provides for conditional aborts for a task or an entire instance		
2.7.7.	Provides for the bypassing of the normal flow of a process under specified conditions once a task has been completed		
2.7.8.	Tasks may be designed so that they are repeatedly executed until specified conditions are satisfied		
2.7.9.	Provides capability to define a group at run-time instead of at design time		
2.7.10.	Matching between people and tasks may be achieved through defining roles for tasks, even though there may be more than one possible recipient for the task		
2.7.11.	Users may have more than one role		
2.7.12.	Different user names may be assigned to the same role		
2.7.13.	Designations may be an attribute of role (e.g. Chief Information Officer)		
2.7.14.	Process rules cater for routing of tasks according to the value of fields e.g. >R10 000: Deadlines on task Reminder processing		
2.7.15.	Auto-escalation of priority for a process instance		
2.7.16.	Auto-escalation of priority for a task		
2.7.17.	Provides for time restrictions, which escalate the work to another user or sends a message to a specified user should the work not be performed within the specified time limit.		
2.7.18.	Alerts must be able to trigger the execution of actions (e.g. collecting information from a database, performing calculations, etc.)		
2.7.19.	Provides for versions of process definitions		



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2.7.20.	New versions of process definitions may be introduced without shutting down the process environment		
2.7.21.	Provides for controlled work sign off by means of electronic passwords and password protected electronic signatures		
2.7.22.	An identical form, completed by several members of a group, will be indexed so that each version is uniquely identifiable		
2.7.23.	Incorporates a Graphical User Interface designer		
2.7.24.	Tasks are re-usable		
2.7.25.	Processes are re-usable		
2.7.26.	Process instances may be initiated based on various criteria (e.g. Administrator, time/date, database triggers, logical expressions, being met etc.,).		
2.7.27.	Enterprise-wide organizational structure can be broken down into smaller groups and only the owner of each smaller organizational structure will be able to make any changes to it.		
2.7.28.	Specified tasks may be executed because of error or exception conditions		
2.7.29.	Exceptions may be dealt with at run-time by the owner or selected users of a process		
2.7.30.	Facility for entering telephone/verbal requests on the system (sticky notes)		
2.7.31.	Able to log Internet correspondence and forward to users		

2.8 WORKFLOW: MOVEMENT OF INFORMATION

No	Description	Comply	Do not comply
2.8.1.	Provides for dynamic or ad hoc routing i.e. the flow of the work may be changed depending on real time conditions rather than specifying it at design time		
2.8.2.	Tasks follow both systems offer (pull) and system deliver (push) controls		
2.8.3.	Sorts and filters the display of tasks (e.g. by priority or expected time to completion, role) specified by designer		
2.8.4.	Sorts and filters the display of tasks (e.g. by priority or expected time to completion, role) specified by user		



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2.8.5.	Process rules cater for routing work items to: Multiple users Multiple roles Multiple groups		
2.8.6.	Provides for serial, parallel and conditional routing.		
2.8.7.	Provides for role-based routing i.e. routes a task to a function instead of an individual		
2.8.8.	Provides for relationship-based routing i.e. ability to define an organisation diagram so that the workflow is aware of reporting relationships		

2.9 WORKFLOW: PROCESSING INFORMATION

No	Description	Comply	Do not comply
2.9.1.	Work is deleted from everyone's Inbox when any one of the people in the group has performed the work		
2.9.2.	A free text area (sticky note) per screen/task and/or process allows each user to comment. All users of that process may have access to the comments unless it has been explicitly denied		
2.9.3.	Ability to "Fast Path" to the relevant task without having to page through various screens to get there		
2.9.4.	Allows a form to be broken up into multiple pages		
2.9.5.	Users may define default form templates which can be re-used with minor modifications		
2.9.6.	Sub-Processes can be created on an ad-hoc basis at run-time		

2.10 WORKFLOW: MANAGEMENT OF WORK

No	Description	Comply	Do not comply
2.10.1.	Each process may have one or more owners or supervisors		
2.10.2.	Owner can remove a task from a queue and assign it to an individual for immediate action		
2.10.3.	Owner can determine the time taken to complete a process and obtain an average time per process		



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2.10.4.	Should a malfunction occur in a recipient's workstation, it is possible for the owner to resend a task to the recipient		
2.10.5.	Owner may initiate or terminate a process instance		
2.10.6.	Owner can suspend and change Workflow characteristics (e.g. rules, user, roles, routing, etc.) and then put these Workflows back into production		

2.11 WORKFLOW: REPORTING

No	Description	Comply	Do not comply
2.11.1.	Produces reports that are: Ad-hoc User defined Standard		
2.11.2.	Ability to access statistical information from live and archived data		
2.11.3.	Retrieves data about the status of a process		

2.12 WORKFLOW: SECURITY / AUDITING / ARCHIVING

No	Description	Comply	Do not comply
2.12.1.	Controls access rights to data for: Read only Create Update Delete		
2.12.2.	Controls access to: Fields Tasks Processes Groups of Tasks Groups of Processes		
2.12.3.	Possible to limit access to data to specific units of the organization		
2.12.4.	Possible to limit access to a process to users of the process		



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2.12.5.	Access control may be specified at: User level Group Level Role Level		
2.12.6.	A process may be designed and changed by one or more specified owners of a process		
2.12.7.	An owner of a group may be able to view and perform the tasks of all members of the group		
2.12.8.	Possible for the owner of a document to reassign ownership of the process		
2.12.9.	Tracking and audit log is protected from unauthorized change		
2.12.10.	System will log both attempted and gained access		
2.12.11.	Data is encrypted across: - wide area network – Internet		
2.12.12.	Supports archiving event logs, without disrupting the on-going process		

2.13 WORKFLOW: LAUNCHING AND CONTROLLING EXTERNAL APPLICATIONS

No	Description	Comply	Do not comply
2.13.1.	External resources, such as applications, may be referred to indirectly by variable name, instead of by absolute path reference		
2.13.2.	Designer may specify the launch of external applications		
2.13.3.	Supports OLE		
2.13.4.	Provides application-programming interfaces for integration with development tools such as: Visual Basic or Access.		
2.13.5.	Allows data to be read from or written to an ODBC compliant database during a task in the workflow process without any user Intervention.		
2.13.6.	Provides browser-based web client interface where any form for a task may be linked to a database, which could contain multiple tables, and all connectivity to the database is provided on the server side. Therefore, it will not be necessary to make and maintain ODBC database connections on each user's workstation		
2.13.7.	Allows workflow data to be exported to an ASCII file for the benefit of legacy systems		



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2.13.8.	Provides users the means to call a DLL function from inside the form. This provides the means of performing advanced or custom functions which are user specific or not available in the workflow system		
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2.14 RUNTIME ENVIRONMENT: ARCHITECTURE

No	Description	Comply	Do not comply
2.14.1.	The proposed system is WEB based		
2.14.2.	Routing system is database based		
2.14.3.	Any compilers or other software development tools required? Identify the compilers/software development tools.		
2.14.4.	Proposed system must use the Windows active directory for user single sign-on (SSO)		

2.15 RUNTIME ENVIRONMENT: CLIENT

No	Description	Comply	Do not comply
2.15.1.	Supports: Windows 10 Open Source Android Devices (App)		
2.15.2.	Workflow operations occur on the server ONLY		
2.15.3.	Provides support for occasionally connected users i.e. remote mobile client (remote connection, download work, disconnect, process work, reconnect and upload completed work)		
2.15.4.	Software is not workstation specific i.e. multiple users may share one workstation		

2.16 RUNTIME ENVIRONMENT: SERVER(S)

No	Description	Comply	Do not comply
2.16.1.	Has graceful recovery from failure on the part of the Workflow engine itself (e.g. Caching, roll-back, etc.)		
2.16.2.	Supports Windows 2016+ server operating systems as well as open source products		
2.16.3.	Has graceful recovery from network communication failure		
2.16.4.	Provides a set of APIs' for accessing the Workflow engine		



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2.17 **RUNTIME ENVIRONMENT: NETWORK**

No	Description	Comply	Do not comply
2.17.1.	The application and database server can be accessed by the TCP/IP network transport protocol. If not, specify		
2.17.2.	In a web-based workflow process, the server will send an email notification of a task to the user, indicating the URL. The user will click on the URL, which will invoke the browser and the task		
2.17.3.	Upgrades to controls residing in the web browser will automatically be distributed and replace the old controls, without any administration being required from browser clients		
2.17.4.	Provides API's to access external databases. If true, please specify.		
2.17.5.	Uses database to store workflow information. Specify		
2.17.6.	System does not require a dedicated database server		
2.17.7.	Provides a mechanism for the distribution and the replication of information, i.e. one server can update another (thereby reducing database access via the WAN)		
2.17.8.	Supports: Multiple servers Multiple databases		
2.17.9.	Integrates with Internet tools (Web browser access, SMTP/MIME, POP3, FTP, LDAP4). If true, describe the tool's integration		



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2.18 PROFESSIONAL SERVICES

No	Description	Comply	Do not comply
2.18.1.	Professional Services: Records Management – Tenderers are to indicate, explain their methodology.		
2.18.2.	Professional Services: Item Tracking and Resolution Management – Tenderers are to indicate, explain their methodology.		
2.18.3.	Professional Services: Document Management and workflow automation system – Tenderers are to indicate, explain their methodology.		
2.18.4.	Professional Services: On-Site Support Services – Tenderers are to indicate, explain their methodology and on-going operations of on-site support services at the Municipal head offices. It is a requirement that these services are delivered on a day to day basis and that Tenderers provide enough detail with regards to their staff employed and to recommend to Bergrivier Municipality the options they consider feasible and appropriate to provide near 100% systems availability on a 24 x 7 basis. The Helpdesk services and change control systems needs to be indicated explained.		
2.18.5.	The successful tenderer will have to accept and comply by Bergrivier Municipality ICT Security Policies and Change Control Policy		



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2.19 BUSINESS PROCESSES

At present Bergrivier Municipality has various business processes that is in operation, with full workflow linked to it, which is via a dedicated inbox. In some instances, seamless integration must be in place with the financial system. The processes with seamless integration are marked with an Asterix (*) at the back. Some business processes is compulsory and the solution must include these business processes, they are marked with an (#) at the back.

Certain Business Processes is compulsory and if the tenderer cannot supply it or do not have it readily available at the award of the tender, the tender will be seen as non-responsive.

Corporate Services business processes

No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.1.	Records Management (#) Most organisations have electronic and paper-based records. The solution must provide the organisation with a hybrid solution (paper and electronic records). This solution must manage the full life-cycle (capture, use and disposal) of the records (paper and electronic records).					160
2.19.2.	File Plan (#) This solution must allow for an electronic File plan to be created and maintained by the Records Management Section.					160
2.19.3.	Committee Management (#) This solution must allow the user to maintain information regarding the different committees created in the organisation. Name changes and any relevant information must be managed here.					160



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.4.	<p>Decision Management (#)</p> <p>This process must include the writing, submission of Item reports to be placed on Committee, Mayoral and Council meetings. The system must keep track of the progress and approval of the items and must have a built-in function to request comments from various department. Once reviewed and approved all items must be placed on a scheduled Event (Meeting) and the Agenda with an index and all related items are compiled electronically to produce an all-inclusive Word Document. Meeting outcomes must be captured and where applicable resolutions must be distributed to responsible individuals for action. Progress of resolution implementation must be monitored and reported upon.</p>					160
2.19.5.	<p>Resolution management (#)</p> <p>Once the delegated authority has taken a resolution, the resolution must be distributed to the official that must implement the resolution. The official may provide progress feedback on each of the resolutions assigned to them to resolve. The status, the resolution and the committee that made the resolution must appear in the status report.</p>					160
2.19.6.	<p>Contract Administration (#)</p> <p>The solution must provide a platform where all Contracts can be registered and monitored. Alerts must be created for constant maintenance of contract life span and end-dates.</p>					50



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.7.	<p>Correspondence Management (#)</p> <p>The solution must provide the organisation with an electronic paper trail of all correspondence that enters the organisation whether it be by hard-copy or soft-copy. Indexing and filing must be managed electronically by the Records department and distributed electronically to any selected user/s in the organisation for Acknowledgement or Action. The solution must be integrated into the organisations current E-mail service provide (i.e. Outlook) to create a Filing system directly into the solution.</p>					160
2.19.8.	<p>Customer Care/ Incident Management (#)</p> <p>The Customer Care solution must include logging of service-related calls through various sources e.g. mobile applications, telephone calls via the helpdesks, e-mails and correspondence.</p>					160
2.19.9.	<p>Community Communication (SMS/E-mail)</p> <p>Effective Customer Care depends on ongoing and effective communication and feedback to the public. All solutions deployed must have a public interface, built in SMS and e-mail notifications to ensure the public is constantly updated with the correct status and progress regarding their logged cases.</p>					0



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.10.	<p>IT Help Desk</p> <p>Change Management is of importance when it comes to correct management of requests that has impact on the IT systems of the organisation. This solution must allow the employee to log a request directly to the Help Desk in order to obtain IT assistance. The solution must also be used by the IT department to keep record of any pending changes/ work that will be done on electronic systems that may impact any service provider.</p>					10
2.19.11.	<p>Lease and Alienation of Municipal Properties (#)</p> <p>This solution must enable applications to council for the renting or alienation of Municipal Properties. All related application information is captured and forwarded to Planning and Environmental Management and various other departments for consideration and approval by council. Approved applications will result in a signed contract. The scanned contract and related renting information (e.g. Rental terms, escalations and amounts) must be captured and transferred to the Financial system to ensure that contractual terms are compiled with.</p>					10
2.19.12.	<p>Policies, Procedures and By-Laws</p> <p>All Documents must be saved as on-line material for access by all users on the system dependent on the confidentiality levels set.</p>					0
2.19.13.	<p>Service Level Agreements</p> <p>This solution must include the generation of a 'SLA Contract' template and the registration of 'Contract Deliverables' applicable to suppliers.</p>					0



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.14.	<p>SMS Notifications</p> <p>Effective Customer Care depends on ongoing and effective communication and feedback to the public. All solutions deployed in the system must have a public interface, have built in SMS and e-mail notifications to ensure the public are constantly updated with the correct status and progress regarding their logged cases.</p> <p>Incidents in the municipal area may be reported to the municipality via:</p> <ul style="list-style-type: none"> • Email • SMS • Post • Web Site • Face-to-Face • Citizen Portal (Mobile Devices). <p>This solution manages the resolution of the incident.</p>					0
2.19.15.	<p>Delegation Register</p> <p>The delegation register must lie against the position on the organogram. The solution must allow for a once off importing of the register which must then be electronically maintained by the SCM/HR department where delegated authorities have been changed due to a council outcome.</p>					50



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.16.	<p>Business License Applications</p> <p>This solution must manage Business License applications for all businesses within a Municipal Area. The Solution will include a database of Business Premises, Business License Application, the process of review, preliminary inspections, approval and a system generated Business License Certificate. Periodic inspections are scheduled, and related inspection records are captured per Business Premises.</p>					10
2.19.17.	<p>Land Viewer (#)</p> <p>The solution must cater for the need to manage land-related information and processes. It allows for the querying, display and manipulation of spatially referenced and related database information which is easily accessible through a easy to use Geographical Information System (GIS). users must be able the show or hide any of the information available within the geodatabase. User must be able to print map images or incorporate map images into documentation.</p>					160



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No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.18.	<p>GIS (#) (*)</p> <p>Integration with other systems:</p> <p>Direct integration with Financial Systems for the following information: Debtors, Consumers, Asset Register, Budget, Expenses</p> <p>The following also need to be taken into consideration:</p> <ul style="list-style-type: none">- All data must be provided in Generally compatible shape file.- The data should be provided in Geographic projection (Latitude and Longitude) and WGS84 Datum.- All text in the attribute table must be accurately spelt.- Attribute feature names and descriptions should be in line with current standards such as SAGDAD (The South African Geospatial Data Dictionary).- All data must be accompanied by metadata.					160



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Financial related business processes

No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.19.	Property Valuation displays the valuation of properties as recorded within the Core Financial system. Components: ▣ Current valuation information ▣ History valuation information ▣ Integration with the Core Financial system					5



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Building control business processes

No	Description	Comply	Do not comply	Annual Maintenance Fee	Implementation cost.	Number of current users
2.19.20.	<p>Building Inspections</p> <p>The building inspection process starts once the construction has commenced. The developer will request the mandatory inspection from the municipality and the building inspector must provide feedback on the inspection via the solution.</p>					20
2.19.21.	<p>Building Plan Management- The building plan application must be submitted to the municipality. The municipality then uses the workflow functionality to distribute the building plan application and all its supporting documents to the various stakeholders that must give comments on the application.</p>					20



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Other miscellaneous business processes

No	Description	Comply				Do not comply
2.19.22.	<p>Change Control Management</p> <p>Change Management is of importance when it comes to correct management of requests that has impact on the IT systems of the organisation. The solution must allow the employee to log a request directly to the Help Desk to obtain IT assistance. The solution must also be used by the IT department to keep record of any pending changes/ work that will be done on electronic systems that may impact any service provider.</p>					0
2.19.23.	<p>Reports</p> <p>The solution must allow for a variety of reports, on each individual business process, specified by the client to manage daily performance of employees, processes and targets. These reports must have accurate data reflecting each solutions information.</p>					0



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3. EVALUATION

3.1. PROPOSAL EVALUATION

- 3.1.1. The evaluation of the functional proposal will be based on its responsiveness to section 3.2 and will be scored out of 50 points.
- 3.1.2. Proposals that do not score the minimum of 35 points or more for functionality will be not responsive and only those bidders who score more than 35 out of 50 points will be evaluated further on the 80/20 preference points system.
- 3.1.3. The Bid Evaluation Committee of the Municipality will determine whether the technical and pricing proposals are complete, i.e. whether all the items as required have been priced. If not, the proposal will be rejected as non-responsive.
- 3.1.4. Full details of the functional areas mentioned below must be supplied.
- 3.1.5. Bids not meeting the minimum requirements will be considered non-responsive and disqualified.

3.2. FUNCTIONALITY

3.2.1. The following criteria and formula will be used to calculate points for the functionality of the proposal:

Criteria	Maximum Score	For proof of compliance provide bid document reference page number
1. Relevant experience of company or legacy companies (20)		
a) Company or legacy company in existence (10)		
=>3 - 5 years	4	
=>6 - 10 years	7	
10+ years	10	
b) Previous municipal client list/references (10)		
2 - 3 clients	4	
4 - 6 clients	7	
7+ clients	10	



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<p>2. System Functionality (30)</p> <p>The compliance of the system functionality will be evaluated based on the response of comply or do not comply. The municipality reserves the right to perform practical tests at a site listed by service provider as proof in criteria 1b)</p> <p>Each question in section 2 of the specifications will count 1 point, when calculating functionality, the count will be express as % compliance. Points will be allocated as follow:</p> <table style="margin-left: 40px; border: none;"> <tr> <td style="padding-right: 20px;">Above 90%</td> <td style="text-align: right;">30</td> </tr> <tr> <td>80% to 89.99%</td> <td style="text-align: right;">25</td> </tr> <tr> <td>70% to 79.99%</td> <td style="text-align: right;">20</td> </tr> <tr> <td>60% to 69.99%</td> <td style="text-align: right;">15</td> </tr> </table>	Above 90%	30	80% to 89.99%	25	70% to 79.99%	20	60% to 69.99%	15		<p>The responses as per section 2.1.1 till 2.19.23</p>
Above 90%	30									
80% to 89.99%	25									
70% to 79.99%	20									
60% to 69.99%	15									

- 3.2.2. The evaluation of functionality regarding a Consortium or Joint venture, will be performed as follow:
- 3.2.3. For company experience the evaluation is based on the experience of the partner with the highest/longest experience record;
- 3.2.4. The leading partner of the consortium or joint venture is determined by the shareholding regarding the liability, which is included in the consortium or joint venture agreement.
- 3.2.5. If required for the evaluation of the financial ratings, if not issued for the consortium or joint venture specifically, the rating of the leading partner will be use in the assessment.
- 3.2.6. A bidder that scores less than 35 points out of 50 in respect of the functionality criteria will be regarded as submitting a non-responsive proposal and will be disqualified.



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4. PRICING SCHEDULE

4.1. INSTRUCTIONS

- 4.1.1. Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.
- 4.1.2. Implementation cost. (Includes Once off, Implementation cost payable at sign-off. Includes capturing and documenting Business Processes. Also includes training of employees.)
- 4.1.3. The Pricing schedule comprises of the costing indicated next to the Business Process, Pricing Schedule A and B.
- 4.1.4. Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has considered when developing his prices.
- 4.1.5. A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule.
- 4.1.6. The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices for the work described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described in accordance with the provisions of the Special Condition of Contract and the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 4.1.7. Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time- based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 4.1.8. All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 4.1.9. For the Business Process costing and section A, only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.
- 4.1.10. The rates quoted in the section A of the pricing schedule will be applicable as from the 1 July 2020 till June 2021. Subsequent years will be subject to Section B of the pricing schedule.
- 4.1.11. The bid will be evaluated based on the total cost of contract for the first year as per section A of the price schedule and Pricing indicated in the Business Process sections, after which the quoted escalation rates as per Section B of the Bidding schedule will be applied to the annual cost excluding the once off implementation cost, if any.
- 4.1.12. No other format of pricing schedule, as prescribed in the pricing schedule below will be allowed.



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4.2. SECTION A OF PRICING SCHEDULE

Item no	Description	Rate per item (Inclusive of VAT)	Estimated Quantity	Amount (Inclusive of VAT) (Rate x Estimated Quantity) (C x D = E)
A	B	C	D	E
1.	Implementation cost for Document Management System			
2.	Annual license fee Document Management System (Payable within 30 days of receipt of invoice)			
4.	Annual Maintenance fee Document Management System (Payable in two instalments within 30 days of receipt of invoice, include all cost required to maintain the system once implemented)			
5.	Annual prepaid Support Service (Payable in two instalments within 30 days of receipt of invoice, include all cost required to provide the support service on-site that includes 1 full working day per week, 52 weeks per annum or 416 hours per annum)		416	
6.	Other Assistance (Payable within 30 days of receipt of invoice, after order has been issued based on written quotation, all worked perform based on an all-inclusive hourly rate)		300 hours	
7.	Monthly update of Registrar of Deeds information			
Total cost for the year				R



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4.3. SECTION B OF PRICING SCHEDULE

4.3.1. The annual escalation percentage will be based on the CPIX rate of South Africa as calculated and published by Stats SA for March of each year. The quoted escalation for March will be applied from 1 July of year 2 and onwards. The additional escalation percentage, if any, must be quoted in the table called Additional escalation.

4.3.2. A bidder may quote a percentage below or above the CPIX as published. A percentage in brackets, for example (2%), will be viewed as below CPIX. Whilst a positive percentage will be viewed as above and will be added to the CPIX. As example if a rate of (2%) is quoted it will mean that if the CPIX rate is 6.1% as published in March then the escalation rate will be 4.1%. If the percentage quoted is below CPIX and it cause a negative escalation, then there will be no escalation applicable. The bidder may also quote the CPIX, in that case it must quote 0%, which will indicate that the CPIX rate will be applied every year

4.3.3. The bidder that choose to apply an escalation rate **must** provide the percentage below (%) or above the CPIX in the box

4.3.4. The bidder may choose not to have any escalation during the full term, it must indicate as such by marking the box with "No" otherwise complete "N/A" if nothing is completed it will be accepted that "NO" escalation is applicable on the contract.

4.3.5. The CPIX with the escalation quoted in either 2.3.14.3. or 2.3.14.4. will be applied on all rates, excluding once off implementation cost to perform pricing evaluation.



BERGRIVIER MUNICIPALITY

FORM OF OFFER AND ACCEPTANCE

NOTE:

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

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

1. OFFER

- 1.1. The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works; **Tender 8/3/20-2020 MN73/2020**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
In figures:	R
In words:	

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

Signature(s)			
Name(s)			
Capacity			
Name of tenderer:			
Name of witness:	<i>(Insert name and address of organization)</i>	Date	
Signature of witness:			



BERGRIVIER MUNICIPALITY

2. ACCEPTANCE

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

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



BERGRIVIER MUNICIPALITY

PRICING SCHEDULE

NOTE:

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

I / We _____

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

the firm _____

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

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

Please note the following:

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



BERGRIVIER MUNICIPALITY

DECLARATION BY TENDERER

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

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

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

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

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

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