

FOR OFFICIAL USE: 	For office use: Bid Number:	FOR OFFICIAL USE:
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QUOTATION NO.: SC 2387/2023

SUPPLY AND DELIVERY OF BRUSHCUTTERS

PROCUREMENT DOCUMENT

NAME OF BIDDER:	
	<u>Pricing Schedule - Refer to page 21</u>

MARCH 2023

PREPARED AND ISSUED BY:

Directorate: Finance:
 Supply Chain Management Unit
 Overstrand Municipality
 PO Box 20 / 1 Magnolia Avenue
 Hermanus
 7200

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1. NOTICE & INVITATION TO TENDER

Quotations are hereby invited for **Quotation No. SC2387/2023: Supply and Delivery of Brushcutters**

Quotation documents, in English, are obtainable from **Thursday, 30 March 2023**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, 1 Magnolia Avenue, Hermanus from Ms N Liebenberg Tel. 028 313 8052 between 08h30 and 15h30. Alternatively, the document may be downloaded from the website: www.overstrand.gov.za.

Sealed quotations, with the quotation number and name clearly endorsed on the envelope, must be deposited in **Tender Box No. 3** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the documentation issued by Overstrand Municipality.

The closing date and time of the quotation is on **12 April 2023 at 12h00** and quotations will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration or as indicated by SCM personnel.

Please refer enquiries to **Mr. D van Rhodie** at e-mail: dvanrhodie@overstrand.gov.za and/or telephone number: **028 271 8431**.

All queries related to SCM and the issuing of the tender documents should be directed to Ms. N Liebenberg at e-mail address: nliebenberg@overstrand.gov.za and/or telephone: **028 313 8052**.

The **80/20 preference point system** in terms of the **Overstrand Municipality's Preferential Procurement Policy** will be applicable as follows;

Price	80
Specific goals: (20)	
a) B-BBEE status level of contributor	10
b) Promotion of local area enterprises	10
Total points	100

DGI O'Neill
MUNICIPAL MANAGER
 Overstrand Municipality
 P O Box 20
HERMANUS
 7200

2. MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY

FQ Number	SC2387/2023	Closing Date	12 April 2023	Closing Time	12H00	CIDB Grading Required:	N/A
Compulsory Information Session Details		Date	N/A	Time	N/A	Address	N/A
BID Response Documents May Be Deposited In Bid Box Number	3	@ Overstrand Municipality, 1 Magnolia Avenue, Hermanus				Validity period from closing date	120 days
Bid response documents may also be scanned and e-mailed to:		scmquotations@overstrand.gov.za The quotation document with supporting documents must be send as one document as far as possible					
The successful bidder will be required to sign a written contract form (MBD7).							
NAME OF BIDDER							
LEGAL NAME OF ORGANISATION							
TRADE NAME (if different from legal name)							
POSTAL ADDRESS							
STREET ADDRESS							
NAME OF CONTACT PERSON							
TELEPHONE NUMBER				CELL NUMBER			
E-MAIL ADDRESS							
COMPANY REGISTRATION NUMBER							
OVERSTRAND MUNICIPALITY SUPPLIER DATABASE REGISTRATION NUMBER							
TAX CLEARANCE STATUS PIN							
TAX CLEARANCE EXPIRY DATE							
INCOME TAX NUMBER							
VAT REGISTRATION NUMBER							
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, enclose proof						Yes	No
ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? If YES, answer part B.3						Yes	No
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO THE SUPPLY CHAIN MANAGEMENT UNIT							
CONTACT PERSON	L du Preez	TELEPHONE NUMBER	028 313 8147				
		E-MAIL ADDRESS	ldupreez@overstrand.gov.za				
CONTACT PERSON	J Aplon	TELEPHONE NUMBER	028 313 5021				
		E-MAIL ADDRESS	japlon@overstrand.gov.za				
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:							
CONTACT PERSON	D van Rhodie	TELEPHONE NUMBER	028 271 8431				
		E-MAIL ADDRESS	dvanrhodie@overstrand.gov.za				

3. MBD 1 – 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)				
1.3. This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2022, the National Treasury General Conditions of Contract (GCC) (2010) and, if applicable, any other special conditions of contract.				
2. TAX COMPLIANCE REQUIREMENTS				
2.1 Bidders must ensure compliance with their tax obligations.				
2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.				
2.3 Application for the tax compliance status (TCS) certificate or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za				
2.4 Foreign suppliers must complete the pre-award questionnaire in part B.3.				
2.5 Bidders may also submit a printed TCS certificate together with the bid.				
2.6 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.				
2.7 Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.				
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS				
3.1. Is the entity a resident of the republic of South Africa (RSA)?	Yes		No	
3.2. Does the entity have a branch in the RSA?	Yes		No	
3.3. Does the entity have a permanent establishment in the RSA?	Yes		No	
3.4. Does the entity have any source of income in the RSA?	Yes		No	
3.5. Is the entity liable in the RSA for any form of taxation?	Yes		No	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.				
4. SUPPLIER DATABASE OF THE OVERSTRAND MUNICIPALITY				
4.1. Are you registered as a supplier/services provider on the Supplier Database of the Overstrand Municipality?	Yes		No	
4.2. If so, please provide you Supplier Database Registration number with the Overstrand Municipality				
4.3. If not, please note that you will be required to be registered on the Supplier Database of the Overstrand Municipality before any award can be made to you. Please find a copy of the Supplier Database Registration forms at: https://www.overstrand.gov.za/en/documents/supply-chain-management/registration-on-the-accredited-supplier-database				

CAPACITY UNDER WHICH THIS BID IS SIGNED	
NAME OF PERSON DULY AUTHORISED TO SIGN THIS OFFER	
SIGNATURE	
DATE	

**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.**

4. 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:												
3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO									
3.9.1.	If so, furnish particulars:												
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO									
3.10.1.	If so, furnish particulars:												
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO									
3.11.1.	If so, furnish particulars:												

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) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				
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 (Only to be completed if in the service of the State)	

NB:

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

5. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

NB:

BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

1. GENERAL CONDITIONS

1.1 The following preference point system are applicable to invitations to tender:

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

1.2 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.3 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.4 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 The Overstrand Municipality reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.1.1 **Specific goals for the tender and points claimed are indicated per the tables below.**

Table 1: Number of points for contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender or disability

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

Table 2: Number of points for promotion of enterprises located in the local area

Local area of supplier	Points
Within the boundaries of the municipality	10
Within the boundaries of Overberg District	6
Within the boundaries of the Western Cape	3
Outside of the boundaries of the Western Cape	0

4.1.2 Points claimed and points awarded

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Local area of supplier (the Tenderer can only score 10, 6, 3 or 0 points)		
Within the boundaries of the municipality		
Within the boundaries of Overberg District		
Within the boundaries of the Western Cape		
Outside of the boundaries of the Western Cape		
B-BBEE Status Level of Contributor		
1		
2		
3		
4		
5		
6		
7		
8		
Non-Compliant contributor		

5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1	Name of company/firm		
5.2	VAT registration number		
5.3	Company registration number		
5.4	TYPE OF COMPANY/FIRM (Tick applicable box)	Partnership / Joint Venture / Consortium	
		One person business / sole proprietor	
		Close Corporation (CC)	
		Company ((Pty) Ltd. / Ltd.)	
		Company (Ltd.)	

5.5. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.3 and 4.1, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

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

6. 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:
 - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - b. been convicted for fraud or corruption during the past five years;
 - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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
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:			

7. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids⁴ 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).⁵ 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:

OVERSTRAND 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:
 - a. has been requested to submit a bid in response to this bid invitation;
 - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁶ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a. prices;
 - b. geographical area where product or service will be rendered (market allocation)
 - c. methods, factors or formulas used to calculate prices;
 - d. the intention or decision to submit or not to submit, a bid;
 - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁴ Includes price quotations, advertised competitive bids, limited bids and proposals.

⁵ 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.

⁶ 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.

8. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993

INTRODUCTION

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, extended to include a mandatory that performs work on behalf of the employer on his/her premises.

A "mandatory" is defined in the said Act as: - *"Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"*

In terms of Section 37(2), read with section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatory. Section 37(2) stipulates that

there should be a written agreement in place between the employer and the mandatory regarding the arrangements and procedures between them to ensure compliance by the mandatory with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the management of Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

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

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

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

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

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

WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

(Name of the MANDATARY)

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I, _____,
representing the MANDATARY do hereby acknowledge that _____

(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

SIGNED ON BEHALF OF MANDATORY

DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

SIGNED ON BEHALF OF THE MUNICIPALITY

DATE:		PLACE:	
PRINT NAME:			
CAPACITY:			
SIGNATURE:			

9. INDEMNITY

Given by (name of company) _____

of (registered address of company) _____

a company with limited liability registration number _____

registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by (name of representative) _____

in his capacity as (designation) _____

of the contractor, and duly authorised by a resolution dated _____/20____.

WHEREAS the contractor entered into a contract with the municipality dated _____/20____.

AND WHEREAS the Municipality requires an indemnity from the contractor.

NOW THEREFORE the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor 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 instituted 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 including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

SIGNATURE OF CONTRACTOR:	
DATE:	

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

10. RESPONSIVENESS AND EVALUATION CRITERIA

1. GENERAL

- 1.1 All bids must be submitted in **handwriting and in non-erasable (black or blue) ink** on the official forms supplied by the municipality.
 - 1.1.1 Under no circumstances, whatsoever may the bid forms be retyped or redrafted.
 - 1.2 Subject to the provisions of clause 1.3 of this document, no alterations / corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
 - 1.3 Notwithstanding the provisions of clause 1.2 of this document, alterations and/or corrections may only be affected as follows:
 - 1.3.1 By striking a straight line in black ink through the incorrect information in such a manner that the information that has been struck through remains legible; writing, the altered or corrected information as appropriate (under, above or next to the information to be corrected), and initialling in the margin next to each and every alteration or correction.
 - 1.4 Bids submitted must be complete in all respects.
 - 1.4.1 The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
 - 1.5 All bid prices will be final and binding.
 - 1.6 A bid will not be invalidated if the amount in words and the amount in figures do not correspond, in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply
 - 1.7 Sealed bids, with the **“Bid Number and Title”** clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
 - 1.7.1 Any bid received without the **“Bid Number and / or Title”** clearly endorsed on the envelope will not be opened and read out during the bid opening session and will not be considered
 - 1.8 The bid boxes are at the entrance of the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.
 - 1.9 A specific bid box is provided for each bid to be deposited into and no bid will be considered which, after the closing date and time for that specific bid, is found in another box.
 - 1.10 The bid box deposit slot is 28cm x 2.5cm.
 - 1.11 Mailed, telegraphic or faxed bids **will not be accepted**.
 - 1.12 Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.
- ### 2. EVALUATION AND ADJUDICATION CRITERIA:
- 2.1 Relevant specifications;
 - 2.2 Value for money;
 - 2.3 Capacity and capability of bidders to execute the contract; and
 - 2.4 PPPFA & associated regulations.
- ### 3. REQUIREMENTS OF A VALID BID:
- 3.1 The following duly completed documents and / or information must be submitted with the submission of the bid. Failure to comply with this requirement will invalidate the bid. The bid will

not be considered, and no further correspondence will be entered into with regard to the following matters:

- 3.1.1 The tender has not been completed in non-erasable handwritten ink,
- 3.1.2 Non-submission of a valid Tax Clearance Certificate and / or PIN,
- 3.1.3 Incomplete Pricing Schedule or Bill of Quantities,
- 3.1.4 A Form of Offer not signed in non-erasable ink,
- 3.1.5 Bid submissions with material alterations / corrections not in compliance with Clause 1.2 and 1.3 above will be rejected.
- 3.2 The Municipality may, after the closing date, request additional information or clarification of tenders in writing, which will include the following:
 - 3.2.1 To complete the MBD 15 and to obtain copies of the most recent municipal account(s) from the recommended bidder(s)/owner(s)/director(s)/member(s)/shareholder(s);
 - 3.2.2 To clarify or verify pricing where the prices are unclear or an obvious mistake has been detected, e.g. a total price was given instead of a unit price or vice versa;
 - 3.2.3 To obtain the personal income tax number(s) from the recommended bidder;
 - 3.2.4 To obtain a valid Tax Clearance Certificate and / or PIN if the certificate has expired or become inactive after the closing date of the tender;
 - 3.2.5 To obtain a valid letter of good standing from the Workmen's Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 3.2.6 To obtain a valid and original B-BBEE certificate or sworn affidavit to verify preference points claimed by a bidder where the bidder submitted only a copy of the B-BBEE certificate or sworn affidavit with the bid submission.
- 3.2.6.1 If a bidder fails to submit a B-BBEE certificate or a sworn affidavit with the bid submission, the Municipality will not request or allow the bidder to submit it afterwards.

4. TEST FOR RESPONSIVENESS:

- 4.1 A Bid will be considered non-responsive if:
 - 4.1.1 the bid is not in compliance with the specifications;
 - 4.1.2 the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
 - 4.1.3 the bidder has failed to clarify or submit any supporting documentation within 3 business days of being requested to do so in writing.
- 4.2 The Municipality reserves the right to accept or reject:
 - 4.2.1 any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;.
 - 4.2.2 a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
 - 4.2.3 the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.

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4.3 The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

5. INCORRECT INFORMATION

5.1 Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs; losses or damages incurred or sustained by the municipality as a result of the award of the contract.

6. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROCESS:

6.1 When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.

6.2 When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

7. PRECEDENCE OF TERMS AND CONDITIONS

7.1 Precedence of terms and conditions in documentation during the bidding process and after award, resulting in a formal agreement:

7.1.1 The following legislative and legal precedence will apply to documentation during the bidding process subsequent to the award of a bid to a bidder:

- (a) Municipal Financial Management Act 56 of 2003
- (b) Municipal Supply Chain Management Regulations
- (c) Supply Chain Management policy
- (d) Specifications of the bid document
- (e) Special Conditions of Contract – if any
- (f) General Conditions of Contract
- (g) Service Level Agreements/ Service Delivery Agreements – if any
- (h) Memorandum of Understanding/ Memorandum of Agreements – if any

7.2 The documents mentioned in paragraphs (b), (c) and (f) can be found on the following website:
<https://www.overstrand.gov.za/en/documents/supply-chain-management/contract-documents>

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11. SPECIFICATIONS

1. INTRODUCTION / BACKGROUND

The successful bidder / bidders will be expected to supply and deliver brush cutters to Overstrand Municipality (OM)

2. SCOPE

The successful tenderer/contractor will be expected to supply and deliver:

- 2.1. ± 7 Powerful Brushcutters

3. GENERAL

3.1. Compulsory clarification meeting/information session

No compulsory clarification meeting/information session will be required.

3.2. Delivery address

3.2.1. The delivery address will be indicated on the official order as the following:

3.2.1.1. Municipal Store, 13th Street, KLEINMOND

3.2.2. Delivery of products to the designated delivery addresses as indicated above must include the off-loading thereof at the supplier's own risk and cost.

3.2.3. Delivery must take place on normal business days between 08h00 and 15h00. (excluding lunch hour 13h00 to 13h45) Non-compliance hereto, could lead to the rejection of the delivery and OM will not be held responsible for any cost incurred.

3.2.4. Bidders must supply and ensure the availability of their own labour for the offloading of the products at the designated Municipal Stores.

3.3. Contract period

Once off

3.4. Validity period of tender/quotation

3.4.1. The tender/quotation must remain valid, irrevocable, and open for acceptance for a period of 120 days after closing date.

3.4.2. The validity period of a bid may be extended by the accounting officer, or his/her delegate, prior to the expiry of the validity period indicated in the bid document.

3.5. COIDA

The successful bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations and for the duration of the contract. A letter of good standing in terms of COIDA or latest assessment and proof of payment thereof or proof of registration (only in cases of a new registration) will suffice.

4. SOCIAL RESPONSIBILITY

N/A

5. PROMOTION OF LOCAL LABOUR

N/A

6. CIDB CONTRACTOR GRADING

N/A

7. EVALUATION AND ADJUDICATION

7.1. All items will be evaluated and awarded individually where applicable.

7.2. It must be noted that items will be awarded separately, where and if possible.

- 7.3. Two bidders will be identified for award, to ensure that, should the first bidder fail to perform according to the tender conditions, the second bidder will be used to render the service. The first bidder will be held responsible for the cost difference. Overstrand Municipality will not be obligated to place orders with the second bidder, when performance of the first bidders is of an acceptable standard.

8. ELIGIBILITY CRITERIA

The evaluation of tenders will be done in terms of compliance with the following criteria. Tenders that do not comply with all the criteria below will not be evaluated further.

Minimum General Requirements for all equipment:		Please indicate with an "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
8.1	Supplier to have access to an accredited workshop, please indicate locality/address.				

9. FUNCTIONALITY CRITERIA

N/A

10. TECHNICAL REQUIREMENTS

The following technical requirements apply:

POWERFULL BRUSH CUTTER – STIHL FS 280 OR EQUIVALENT (5% DEVIATION ON MINIMUM/MAXIMUM REQUIREMENTS ALLOWED)		Please indicate with an "X" whether the offer complies with the requirements		
		YES	NO	Details of deviations, if not sufficient space attach annexure of deviations
10.1	Manufacturer and Product Code			
10.2	Minimum capacity of 38.9 cm ³			
10.3	Minimum performance of 1.9 kW			
10.4	Maximum weight: 7.9kg			
10.5	Maximum sound power level: 112 dB			
10.6	Maximum total length: 185 cm			
10.7	Minimum cutting diameter: 480mm			
10.8	Minimum fuel tank capacity: 0,58 liter			

11. INFORMATION TO BE PROVIDED BY THE BIDDER

- 11.1 Proof of address for workshop

12. PRICING SCHEDULE

NOTE:

1. Only firm prices will be accepted. Non-firm prices will not be considered.
2. 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								

I / We _____

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

of the firm _____

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

PRICING SCHEDULE:

Item #	Description	Measure of Unit	Lead Time	Manufacturer	Unit Price (Incl. VAT)
1	Brushcutter	1			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



13. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS/WORKS

NB:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). The form must be signed in the original so that the successful bidder and the purchaser will be in possession of a signed contract for their respective records.
2. NO correction fluid/tape may be used.
3. 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.

PART 1 (To be completed by the BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **OVERSTRAND MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **SC2387/2023** at the price(s) below / as per pricing schedule.
2. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
3. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - 3.1. Bidding documents, viz
 - a) Invitation to bid
 - b) Tax clearance certificate
 - c) Pricing schedule(s)
 - d) Technical Specification(s)
 - e) Preference claims in terms of the Preferential Procurement Regulations 2022
 - f) Declaration of interest
 - g) Special Conditions of Contract; and
 - h) General Conditions of Contract
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

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

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (To be completed by OVERSTRAND MUNICIPALITY)**

1. I, _____, in
my capacity as _____,
accept your bid under reference number _____,
dated _____,
for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT _____ on this _____ day of _____ 20 ____.

TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY		
NAME (PRINT):		
SIGNATURE:		OFFICIAL STAMP:
WITNESS 1:		
WITNESS 2:		

14. DECLARATION

1	I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document.
2	I / We declare that I / we have read, understand and accept the following documents as published on the Overstrand Municipality's Website, to form part of this agreement if and when concluded and that I / we accept the conditions in all respects:
2.1	Invitation to bid (advertisement)
2.2	Standard Conditions of Tender – CIDB – only applicable to construction related bids
2.3	National Treasury General Conditions of Contract (2010)
3	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 <i>domicillium citandi et executandi</i> (physical address at which legal proceedings may be instituted) in the Republic at:
4	I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.
5	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.
6	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	