



QUOTATION NO.: SC 1979/2019

**SUPPLY AND PLANTING OF TREES IN VARIOUS AREAS OF THE OVERSTRAND FOR A CONTRACT PERIOD
ENDING 30 APRIL 2020**

PROCUREMENT DOCUMENT

NAME OF BIDDER:	
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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. MBD 1 – INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE OVERSTRAND MUNICIPALITY					
FQ Number	SC1979/2019	Closing Date	2019/04/18	Closing Time	12H00
BID Response Documents May Be Deposited In Bid Box Number	3	@ Overstrand Municipality, 1 Magnolia Avenue, Hermanus		Validity period from closing date	60 days
Bid response documents may also be scanned and e-mailed to:				scmquotations@overstrand.gov.za	
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 CERTIFICATE NUMBER					
TAX CLEARANCE EXPIRY DATE					
INCOME TAX NUMBER					
VAT REGISTRATION NUMBER					
ONE OF THE FOLLOWING <u>MUST</u> BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS IN TERMS OF B-BBEE:					
<u>ORIGINAL</u> B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY; OR					
<u>A CERTIFIED COPY</u> OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY					
<u>ORIGINAL</u> EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF					
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	Accountant: SCM, L du Preez		TELEPHONE NUMBER	028 313 8147	
CONTACT PERSON	SCM Practitioner: A Moore		TELEPHONE NUMBER	028 313 8974	
TECHNICAL INFORMATION REGARDING THIS QUOTATION MAY BE OBTAINED FROM:					
CONTACT PERSON	Horticulturist: L Rainbird		TELEPHONE NUMBER	028 313 8923	



2. 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, 2017, 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.			
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.**

3. 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, shareholder² 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			

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

1. a member of –
 - 1.1.1. any municipal council;
 - 1.1.2. any provincial legislature; or
 - 1.1.3. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.



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

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:
 - 1.1.1. the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1.3.1. Price; and
 - 1.3.2. B-BBEE Status Level of Contribution.
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

- 1.5. Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- 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 received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes 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 services, works or goods, 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;
- 2.5. **“EME”** means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 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. Original B-BBEE Status level certificate issued by an authorized body or person or a certified copy thereof;
 - 2.8.2. An original 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 Enterprise as defined by Codes of Good Practice 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 South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.11. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing.



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 comparative price of bid under consideration
- P_t = Comparative price of bid under consideration
- P_{\min} = Comparative 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:

5.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1	
5.1.2.	B-BBEE Status Level of Contributor
5.1.3.	Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)

5.2. (Points claimed in respect of paragraph 6 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 an original sworn affidavit or an originally certified copy thereof.)

6. SUB-CONTRACTING

6.1.	Will any portion of the contract be sub-contracted? (Tick applicable box)	Yes		No	
	If yes, indicate:				
i.	what percentage of the contract will be subcontracted		%		
ii.	the name of the sub-contractor				
iii.	the B-BBEE status level of the sub-contractor				
iv.	whether the sub-contractor is an EME or QSE (Tick applicable box)	Yes		No	
v.	Specify, by ticking the appropriate box, if sub-contracting 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		
a.	Black people	√	√		
b.	Black people who are youth				
c.	Black people who are women				
d.	Black people with disabilities				
e.	Black people living in rural or underdeveloped areas or townships				



f.	Cooperative owned by black people		
g.	Black people who are military veterans		
	OR		
h.	Any EME		
i.	Any QSE		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1.	Name of company/firm		
7.2.	VAT registration number		
7.3.	Company registration number		
7.4.	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.)	
7.5.	Describe principal business activities		
7.6.	Company Classification (Tick applicable box)	Manufacturer	
		Supplier	
		Professional service provider	
		Other service providers, e.g. transporter, etc.	
7.7.	Municipal information		
i.	Municipality where business is situated		
ii.	Registered municipal account number		
iii.	Stand number		
7.8.	Total number of years the company/firm has been in business		

7.9. 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-BBEE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 7.9.1. The information furnished is true and correct;
- 7.9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 7.9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 7.9.4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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.

SIGNATURE OF BIDDER(S):			
PRINT NAME			
CAPACITY		DATE	

5. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE
INCOME NOT EXCEEDING R10,000,000 (TEN MILLION RAND)

I, the undersigned,					
Full name					
Surname					
Identity number					
Hereby declare under oath as follows:					
1.	The contents of this statement are to the best of my knowledge a true reflection of the facts.				
2.	I am a (please indicate with an "X")				
	Member		Director		Owner
	of the following enterprise and am duly authorised to act on its behalf:				
	Enterprise Legal Name				
	Trading Name				
	Registration Number				
	Enterprise Address				
	Definition of "Black People" As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date				
3.	I hereby declare under oath that:				
	The enterprise is		% black owned		% black woman owned
4.	Based on the (please indicate with an "X")		financial statements		management accounts
	and other information available on the				financial year ,
	the income did not exceed R10,000,000.00 (ten million Rand);				
5.	Please confirm on the table below the B-BBEE level contributor, by ticking the applicable box.				
	Level One	100% black owned (135% B-BBEE procurement recognition)			
	Level Two	More than 51% black owned (125% B-BBEE procurement recognition)			
	Level Four	Less than 51% black owned (100% B-BBEE procurement recognition)			
6.	The entity is an empowering supplier in terms of the dti Codes of Good Practice.				
7.	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.				
8.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.				
Deponent signature:					Commissioner of Oaths stamp
Date:					
Commissioner of Oaths signature					
Date					



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

- | | |
|---|--|
| <p>1. This Municipal Bidding Document (MBD) must form part of all bids⁴ invited.</p> <p>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 <i>per se</i> prohibition meaning that it cannot be justified under any grounds.</p> <p>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:</p> <p>3.1. take all reasonable steps to prevent such abuse;</p> | <p>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</p> <p>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.</p> <p>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.</p> <p>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:</p> |
|---|--|

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:

- | | |
|---|--|
| <p>1. I have read and I understand the contents of this Certificate;</p> <p>2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;</p> <p>3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;</p> <p>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;</p> <p>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:</p> <p style="margin-left: 20px;">a. has been requested to submit a bid in response to this bid invitation;</p> <p style="margin-left: 20px;">b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and</p> <p style="margin-left: 20px;">c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder</p> <p>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.</p> <p>7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:</p> <p style="margin-left: 20px;">a. prices;</p> | <p>b. geographical area where product or service will be rendered (market allocation)</p> <p>c. methods, factors or formulas used to calculate prices;</p> <p>d. the intention or decision to submit or not to submit, a bid;</p> <p>e. the submission of a bid which does not meet the specifications and conditions of the bid; or</p> <p>f. bidding with the intention not to win the bid.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
|---|--|

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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)	
<p>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.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor's registration number with the office of the Compensation Commissioner:	
<p>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.</p>	

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:			



8.1. 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 effected 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, subsequent to 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, e-mailed 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 obtain the personal income tax number(s) from the recommended bidder;
 - 3.2.3 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;
 - 3.2.4 To obtain a valid letter of good standing from the Workmen’s Compensation Commissioner, the latest assessment and proof of payment thereof;
 - 3.2.5 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.
 - 3.2.5.1 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;.

INITIALS	
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- 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.
- 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 an 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: www.overstrand.gov.za

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9. SPECIFICATIONS

1. INTRODUCTION / BACKGROUND

1.1. The Overstrand Municipality requires the Supply, Delivery and Planting of Indigenous Trees.

2. SCOPE

- 2.1. The Supply, delivery and planting of 200 - 250 litre trees as specified.
- 2.2. Planting of trees includes delivery, digging of holes, compost, fertilizer, staking and closing of holes.
- 2.3. Delivery and planting will be in all four of the Overstrand administrations: Kleinmond Area, Hermanus Area, Stanford Area and Gansbaai Area.
- 2.4. The estimated number of trees to be purchased per area will be 40 – 50 over the quotation period.
- 2.5. Trees to be quoted on
 - 2.5.1. Apodytes dimidiata
 - 2.5.2. Ekebergia capensis
 - 2.5.3. Euclea racemose
 - 2.5.4. Harpephullum caffrum
 - 2.5.5. Ilix mitis
 - 2.5.6. Olea capensis
 - 2.5.7. Olinia ventosa
 - 2.5.8. Rapanea melanophloeos

3. GENERAL

- 3.1. The contract period will commence on the date of signing the contract and will end 30 April 2020.
- 3.2. The quotation must be valid 60 days.
- 3.3. The Municipality reserves the right to award this quotation as a whole or per item.
- 3.4. Prices must be firm for a contract period ending 30 April 2020 and inclusive of delivery and VAT.
- 3.5. The bidder must be COIDA compliant before the execution of any work in terms of the contractual obligations. 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.
- 3.6. **Evaluation and adjudication criteria:** Two bidders will be identified for award, to ensure that if the first bidder fails to perform according to the bid conditions, the second bidder will be used from which to render the service. The first 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 bidder is of an acceptable standard.

4. TECHNICAL SPECIFICATIONS

4.1. Minimum Requirements

Description		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
4.1.1.	Plants shall be sound, healthy, vigorous, well-branched, and densely foliated when in leaf. Photos of trees to be supplied before delivery.			
4.1.2.	Plants shall be free of disease and insects (adults, eggs, pupae, or larvae). They shall have healthy, well-developed root systems and shall be free from physical damage or other conditions that would prevent thriving growth.			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Description		Please indicate with an "X" whether the offer complies with the requirements.		
		Yes	No	Comment
4.1.3.	Containerized trees shall be well established in the container with a root system sufficiently developed to hold together when removed from the container. Trees shall not be pot bound nor have kinked, circling, or bent roots.			
4.1.4.	Plants shall have a standard balance between height, crown spread, diameter, and root ball size.			

4.2. Transportation and Storage of Plant Materials

- 4.2.1. The Contractor shall take care to prevent injury and drying out of plants during transportation.
- 4.2.2. Should the roots dry out, large branches be broken, earth balls break or be loosened, or bark be torn, the Municipality may reject the injured tree(s) and have them replaced at no additional cost to the Municipality
- 4.2.3. Those that cannot be planted immediately upon delivery shall be kept in the shade and watered well.
- 4.2.4. Plants shall be lifted and handled with suitable support of the soil ball and shall not be lifted by the trunk or branches.

4.3. Handling and Planting Procedures

- 4.3.1. It will be the responsibility of the Contractor to detect and protect existing municipal services. The contractor must liaise with the Overstrand Municipality, prior to preparing the hole, to point out any existing services. Damages caused to services once they have been pointed out to the contractor by the Municipality shall be for the contractors account.
- 4.3.2. The holes for the trees will be dug by a contractor to the following dimensions: 1.2 x 1.2 x 0.6m. Any rock excavations will be done by the Overstrand Municipality.
- 4.3.3. Bone meal to be applied at the bottom of the hole with 4 x 30dm³ bags of compost per tree.
- 4.3.4. Plants shall not be thrown or bounced off a truck or loader to the ground. Plants shall not be dragged, lifted, or pulled by the trunk or branches in a manner that will damage the branches or loosen the roots in the ball.
- 4.3.5. Trees shall be gently removed or cut out of the containers before planting. Trees shall not be pulled from the container by the trunk.
- 4.3.6. Plants shall be set with the top of the trunk flare at or slightly above finished grade. Any soil above the trunk flare must be carefully removed.
- 4.3.7. Plants shall be set on firm soil (undisturbed or compacted) so that plant will be at the same depth one year after planting. Any repositioning of trees shall be done by supporting and moving the root ball, not lifting by the trunk.
- 4.3.8. Roots that are circling the bottom, sides or surface of the root ball shall be gently separated and directed away from the trunk.
- 4.3.9. Planting holes shall be backfilled with excavated soil. When holes are approximately two-thirds full, soil shall be thoroughly watered to eliminate air pockets. (Water will be supplied by the Municipality). After this initial watering, soil shall be installed to the top of the hole and again thoroughly watered.
- 4.3.10. All twine, rope, transit guards, plant labels, and wrappings around the trunk or branches shall be removed after planting.
- 4.3.11. A temporary watering bowl with a ten to fifteen centimetres high wall shall be constructed around the planted area or on the edge of the root ball.

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



4.4. Clean-up

4.4.1. Soil, branches, rejected plants, wrapping material, and other debris resulting from installation shall be cleaned up and removed. The work area shall be kept safe and neat at all times. Under no condition shall accumulation of soil, branches, or other debris become a public hazard.

4.5. Delivery and Inspection

4.5.1. Plants shall be inspected by the Municipal Horticulturist upon delivery.

4.5.2. The Municipality reserves the right to reject any plants that do not meet the standards set out above or that have been damaged.

5. IMPLEMENTATION TIMETABLE

From the date of official order to 30 April 2020.

6. INFORMATION TO BE PROVIDED BY THE BIDDER

6.1 Completed tender Form (including completed Form of Offer).

6.2 Photos of specified trees.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



10. 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 specifications 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	Unit Price (Incl. VAT)
1.	Supply, delivery and installation in the Kleinmond Area	
1.1	Apodytes dimidiata	
1.2	Ekebergia capensis	
1.3	Euclea racemosa	
1.4	Harpephullum caffrum	
1.5	Ilix mitis	
1.6	Olea capensis	
1.7	Olinia ventosa	
1.8	Rapanea melanophloeos	
2.	Supply, delivery and installation in the Hermanus Area	
2.1	Apodytes dimidiata	
2.2	Ekebergia capensis	
2.3	Euclea racemosa	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Item #	Description	Unit Price (Incl. VAT)
2.4	Harpephullum caffrum	
2.5	Ilix mitis	
2.6	Olea capensis	
2.7	Olinia ventosa	
2.8	Rapanea melanophloeos	
3.	Supply, delivery and installation in the Stanford Area	
3.1	Apodytes dimidiata	
3.2	Ekebergia capensis	
3.3	Euclea racemosa	
3.4	Harpephullum caffrum	
3.5	Ilix mitis	
3.6	Olea capensis	
3.7	Olinia ventosa	
3.8	Rapanea melanophloeos	
4.	Supply, delivery and installation in the Gansbaai Area	
4.1	Apodytes dimidiata	
4.2	Ekebergia capensis	
4.3	Euclea racemosa	
4.4	Harpephullum caffrum	
4.5	Ilix mitis	
4.6	Olea capensis	
4.7	Olinia ventosa	
4.8	Rapanea melanophloeos	

NOTE: Estimated quantities as set out in paragraph 2.4 are a guideline only and should not be seen as a firm commitment.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

11. 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	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			