



QUOTATION NO.: SC 1149/2011

**LEASE OF REFRESHMENT KIOSKS: ONRUS OR PALMIET
CARAVAN PARKS**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE
OVERSTRAND MUNICIPALITY

PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **ALTA MARAIS**
TELEPHONE: **028 313 8102**

NAME OF TENDERER:	
Amount Offered QUOTE A: Onrus Caravan Park	R (EXCLUDING VAT)
Amount in Words:	
Amount Offered QUOTE B: Palmiet Caravan Park	R (EXCLUDING VAT)
Amount in Words:	

NOVEMBER 2011

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	SC 1149/2011		
TENDER TITLE:	LEASE OF REFRESHMENT KIOSKS: ONRUS AND PALMIET CARAVAN PARKS		
CLOSING DATE:	2011/11/18	CLOSING TIME:	12H00
BID BOX NO:	4	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

TENDERER DETAILS			
NAME OF TENDERER:			
CONTACT PERSON			
POSTAL ADDRESS:			
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

TENDER AMOUNT (INCLUDING VAT) :	
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:
a) Tenders that are deposited in the incorrect box will not be considered.
b) Tender box deposit slot is 28cm x 2.5cm.
c) Mailed, telegraphic or faxed tenders will not be accepted.
d) If the bid is late, it will not be accepted for consideration.
e) Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	ALTA MARAIS
TEL. #	028 313 8956	028 313 8102

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

1. QUOTATION NOTICE & INVITATION TO TENDER**QUOTATION NO. SC 1149/2011****LEASE OF REFRESHMENT KIOSKS: ONRUS AND PALMIET CARAVAN PARKS**

Quotations are hereby invited for: **Lease of Refreshment Kiosks at the Onrus Caravan Park, Onrus River and the Palmiet Caravan Park, Kleinmond**

Tender documents, in English, are obtainable from Friday, 11 November 2011, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Mr. Ayanda Mili between 08h30 and 15h30. Alternatively the documents may be downloaded free of charge from the website: www.overstrand.gov.za

Sealed Quotations, with “**Quotation No. SC 1149/2011: Lease of Refreshment Kiosks at the Onrus Caravan Park, Onrus River and the Palmiet Caravan Park, Kleinmond**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the quotation is on **18 November 2011 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Quotations must be valid for 60 days after the closing date.

The Overstrand Municipality does not bind itself to accept the highest quotation and reserves the right to accept any quotation, as it may deem expedient. Quotations are subject to the Standard Conditions of Tender, and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer enquiries to **Mrs. Alta Marais** at telephone number: **028 313 8102**.

2. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on _____ 20____, Mr/Mrs _____
 _____ (whose signature appears below) has been duly authorised to sign all documents in
 connection with this bid on behalf of _____
 (Name of Company) in his/her capacity as _____

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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



3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorizing a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

By resolution of members at a meeting on _____, 20____ at _____
 _____, Mr/Ms _____, whose
 signature appears below, has been authorized to sign all documents in connection with this bid on behalf of
 (Name of Close Corporation) _____

Full name of member	Residential address	Signature

SIGNED ON BEHALF OF CLOSE CORPORATION:		DATE:	
PRINT NAME:			
IN HIS/HER CAPACITY AS:			
WITNESS 1:		WITNESS 2:	

3. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za
6. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website www.sars.gov.za



4. 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 etc.)													
3.4.	Company Registration Number													
3.5.	Tax Reference Number													
3.6.	VAT Registration Number													
3.7.	Are you presently in the service of the state?	YES	NO											
3.7.1.	If so, furnish particulars:													
3.8.	Have you been in the service of the state for the past twelve months?	YES	NO											
3.8.1.	If so, furnish particulars:													

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

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



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, principle shareholders or stakeholders in the service of the state?	YES	NO
3.11.1.	If so, furnish particulars:		
3.12.	Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?	YES	NO
3.12.1.	If so, furnish particulars:		

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 should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			



1. MBD 6.2 - PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 – SALES

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of equity ownership by historically disadvantaged individuals (HDIs), as prescribed in the Preferential Procurement Regulations, 2001.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - ◆ the 80/20 system for requirements with a Rand value of up to R500 000; and
 - ◆ the 90/10 system for requirements with a Rand value above R500 000.
- 1.2. The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - (a) Price, Functionality and;
 - (b) Specific contract participation goals, as specified in the attached forms.
- 1.3.1. The points for this bid are allocated as follows:

	POINTS
1.3.1.1. PRICE / FUNCTIONALITY	80
1.3.1.2. SPECIFIC CONTRACT PARTICIPATION GOALS	20
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	2
(iii) who has a disability	2
(b) Other specific RDP goals	
(i) Local tenderers MBD 6.11 (Overstrand Municipality)	12
Total points for Price, HDIs and other RDP- goals must not exceed	100

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.3.1.2.(b) above.

- 2. Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 3. The Seller 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 Seller.

GENERAL DEFINITIONS

“Acceptable bid”	means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
“Bid”	means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
“Comparative price”	means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
“Consortium or joint venture”	means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
“Contract”	means the agreement that results from the acceptance of a bid by an organ of state.

“Specific contract participation goals”	means the goals as stipulated in the Preferential Procurement Regulations 2001. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
“Control”	means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
“Disability”	means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
“Equity Ownership”	means the percentage ownership and control, exercised by individuals within an enterprise. “Historically Disadvantaged Individual (HDI)” means a South African citizen: <ol style="list-style-type: none"> 1. who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act No 200 of 1993) (“the interim Constitution”); and/or 2. who is a female; and/or 3. who has a disability: <ol style="list-style-type: none"> a. provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be a HDI;
“Management”	means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
“Owned”	means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
“Person”	includes reference to a juristic person.
“Rand value”	means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
“Small, Medium and Micro Enterprises (SMMEs)”	bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
“Sub-contracting”	means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
“Trust”	means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
“Trustee”	means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1. Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2. Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

- 4.1. The bidder obtaining the highest number of points will be awarded the contract.
- 4.2. Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3. Points scored will be rounded off to 2 decimal places.



4.4. In the event of equal points scored, the bid will be awarded to the bidder scoring the highest number of points for specified goals.

5. POINTS AWARDED FOR PRICE

5.1. The 80/20 or 90/10 Preference Point Systems

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

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

Where:

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

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

6.1. In terms of Regulation 13 (2) preference points for HDI's are calculated on their percentage shareholding in a business, provided that they are actively involved in and exercise control over the enterprise. The following formula is prescribed in Regulation 13 (5) (c):

$$NEP = NOP \times \frac{EP}{100}$$

Where:

- NEP = Points awarded for equity ownership by an HDI
- NOP = The maximum number of points awarded for equity ownership by an HDI in that specific category
- EP = The percentage of equity ownership by an HDI within the enterprise or business, determined in accordance with the definition of HDI's.

- 6.2. Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4. Public companies and tertiary institutions do not qualify for HDI preference points.
- 6.5. A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

7. BID DECLARATION

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

8. EQUITY OWNERSHIP CLAIMED IN TERMS OF PARAGRAPH 2.10 ABOVE. POINTS TO BE CALCULATED FROM INFORMATION FURNISHED IN PARAGRAPH 9.9.

Ownership	% owned	Points claimed
8.1. Equity ownership by persons who had no franchise in the national elections		
8.2. Equity ownership by women		
8.3. Equity ownership by disabled persons*		
<i>*If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)</i>		



9. DECLARATION WITH REGARD TO EQUITY

Name of Enterprise		
VAT registration number		
Company registration number		
TYPE OF ENTERPRISE (Tick applicable box)	Partnership	<input type="checkbox"/>
	One person business/sole trader	<input type="checkbox"/>
	Company (Pty) Ltd	<input type="checkbox"/>
	Close Corporation	<input type="checkbox"/>
Describe principal business activities		
Company Classification (Tick applicable box)	Manufacturer	<input type="checkbox"/>
	Supplier	<input type="checkbox"/>
	Professional service provider	<input type="checkbox"/>
	Other service providers, e.g. transporter, etc.	<input type="checkbox"/>
Municipal Information:		
State where business is situated:		
Registered account number:		
Stand/erf number:		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS		<input type="text"/>

MUNISIPALITEIT



MUNICIPALITY

10. List all shareholders by name, position, identity number, citizenship, HDI status and ownership, as relevant. Information to be used to calculate the points claimed in paragraph 8.

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

*Indicate YES or NO

PLEASE NOTE: SUBSTANTIATING EVIDENCE MUST BE PROVIDED IF POINTS ARE CLAIMED FOR EQUITY OWNERSHIP



11. Consortium / Joint Venture

In the event that preference points are claimed for HDI members by consortia / joint ventures, the following information must be furnished in order to be entitled to the points claimed in respect of the HDI member:

Name of HDI member (to be consistent with paragraph 9.9)	Percentage (%) of the contract value managed or executed by the HDI member

12. DECLARATION

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

- a) The information furnished is true and correct.
- b) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c) In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- d) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
 - (i) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
 - (ii) 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;

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



5. MBD 6.11 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 - PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA

NB:
Before completing this form, bidders must study the General Conditions, Definitions and Directives specified in claim form MBD1 and the Preferential Procurement Regulations, 2001.

- 1 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overstrand Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the local economy by procuring from enterprises located within the borders of the Overstrand Municipality .	12

- 3 Preference points may only be claimed by enterprises located within the Overstrand Municipality. (See paragraph 2 above).

4 BID DECLARATION

Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.

5 DECLARATION WITH REGARD TO LOCALITY

State full particulars of locality of enterprise as well as that of Head Office:

Physical Address of Local Enterprise :			
Postal Address of Local Enterprise :			
Telephone number:			
Fax number:			
Physical Address of Head Office :			
Postal Address of Head Office :			
Telephone number:			
Fax number:			
Municipal Account No:		Stand No:	



6 DECLARATION

I/we, the undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:

- a. The information furnished is true and correct.
- b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - ii. 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.

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
4.7.1	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
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1. This Municipal Bidding Document (MBD) must form part of all bids² 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).³ 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:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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:

² Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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.



- (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 consortium⁴ 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:
- f) prices;
 - g) geographical area where product or service will be rendered (market allocation)
 - h) methods, factors or formulas used to calculate prices;
 - i) the intention or decision to submit or not to submit, a bid;
 - j) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - k) 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.

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⁴ 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. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

NAME OF THE BIDDER: _____

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

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

NB: Please attach certified copy(ies) of ID document(s)

I, _____,
 (full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____ 20_____.

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

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

For office use (comments):



9. FORM OF INDEMNITY

INDEMNITY

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

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

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

SIGNATURE OF CONTRACTOR:	
DATE:	

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



10. SPECIFICATIONS

SCOPE OF THE QUOTATION

1. INTRODUCTION

- 1.1. The Overstrand Municipality has decided to lease the refreshment kiosks at the:
QUOTE (A): ONRUS CARAVAN PARK, ONRUS RIVER
 or
QUOTE (B): PALMIET CARAVAN PARK, KLEINMOND.
- 1.2. The Onrus Caravan Park is situated in, Onrus between the coast line along Hardersbaai, Marine Reserve and De Villiers Street and stretches from Atlantic Drive on the Eastern boundary to Krige Street on the Western boundary. The park has 250 caravan and tent sites of which 64 are semi permanent sites. During December/January school holidays and Easter (weather permitting), the camp sites are fully booked. During out of season periods caravan groups and tourist regularly visit the caravan park.
- 1.3. The Palmiet Caravan Park is situated at the western entrance to Kleinmond, off DF Malherbe Street, adjacent to the Palmiet Lagoon. There are 82 caravan and 54 tent sites (34 tent sites without electricity). During December/January holidays & Easter (weather permitting), the camp sites are fully booked.
- 1.4. The objective of this exercise is to enable the Bid Adjudication Committee to select the best submission in terms of financial viability.
- 1.5. The document is self-explanatory and interested parties are encouraged to read through it carefully, so as to familiarise themselves with both the overall intent of Council, as well as with the procedures for the award.

2. THE QUOTATION PROCESS

- The process to be followed in this call for quotations shall be as follows:
- 2.1. The submission of a quotation must be in accordance with **Paragraph 3** of this document.
 - 2.2. The submission of a quotation price as well as information regarding the source of funds and the financial offer made must be clearly set out in the applicant's submission as per the requirements set out in **Paragraph 4** of this document.
 - 2.3. The submissions will be evaluated and adjudicated by a duly constituted evaluation and adjudication committee. It should be noted that the Municipality is not obliged to accept any of the quotations submitted.
 - 2.4. A Lease Agreement will be entered into with the successful person/s as soon as possible after the quotation has been awarded. The lease will be for a period of 2 years and 11 months.
 - 2.5. The successful person/s must complete a service agreement form at the Hermanus Municipal Office for the creation of a Municipal Account (for the levying of the lease amount and relevant services) in the name of the person as described in the quote document within 72 hours from final signature of the lease agreement.

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CAPACITY		DATE	
NAME OF FIRM			



3. METHOD OF SUBMISSION

- 3.1. The submission and lease amount offered must be submitted in a sealed envelope and endorsed “**QUOTATION NO. SC1149/2011: LEASE OF REFRESHMENT KIOSKS AT (A) ONRUS CARAVAN PARK OR (B) PALMIET CARAVAN PARK**”. It must be deposited in **Tender Box No. 4** in the foyer of the Municipal Offices, Magnolia Avenue, Hermanus, before **12 noon on Friday, 18 November 2011**. Proposals which are not submitted in a sealed envelope or proposals received after closing time and date will not be considered.
- 3.2. The Municipality is not obliged to accept the highest bid or any of the proposals submitted.
- 3.3. The Municipality may wish to interview prospective bidders prior to awarding the tender to any bidder.
- 3.4. The decision of the Municipality will be final.

4. SUBMISSION REQUIREMENTS AND EVALUATION

- 4.1. Submissions are invited from all parties with the financial means and experience to submit a bid for the lease of the assets.
- 4.2. **The quoting entities will be required to submit a tender deposit of two thousand rand (R2 000) on submission of the quotation.** This amount must be in the form of a bank guaranteed payment (only guaranteed by an accredited financial institution) in favour of the Overstrand Municipality and valid for 60 days from the date of the closure of the tender. Failure to comply with this requirement will lead to the disqualification of the bidder. This guarantee will be returned to the bidder after the awarding process has been completed. The deposit will be forfeited by the bidder should he/she cancel/withdraw his bid at any time after the closing date of the quotation.
- 4.3. The submission of supporting documentation as proof is required to qualify for points to be awarded.

5. ACCEPTANCE / VALIDITY PERIOD

The tender shall remain irrevocably open for acceptance by the Municipality for a period of 60 days calculated from the date of the closing of tenders.

6. GENERAL

- 6.1. Applicants to trade daily over the peak season from (1 December until 31 January of each year) and also over the Easter weekend of the following year until the 30th of April including Public Holidays and School Holidays. This includes every weekend except weekends during May, June, July and August.
- 6.2. Proposed business hours:
 - 6.2.1. During the week: 08:00 – 20:00
 - 6.2.2. Fridays and Saturdays 08:00 – 22:00
 - 6.2.3. Sundays 08:00 – 14:00

The bidder should indicate his/her trading hours in the quotation and may be negotiated with the resort manager.
- 6.3. The bidder must supply its own equipment, e.g. fridges and shelves.
- 6.4. The utilization of the allocated premises for the operation of the kiosk is at own risk.

SIGNATURE		NAME (PRINT)	
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- 6.5. The bidder will be required to sign an indemnity form prior to the commencement of the contract.
- 6.6. The bidder will be responsible for their own insurance (including the building and all contents) and security.
- 6.7. The approved bidder must have a valid trading license.
- 6.8. The allocated premises must be kept clean and tidy at all times by the bidder.
- 6.9. The Municipality reserves the right to cancel the contract in the event of:
 - 6.9.1. the premises not being maintained in a clean, tidy and hygienic state;
 - 6.9.2. that the trading hours as specified in the quotation are not adhered to;
 - 6.9.3. the bidder not paying the rental as specified hereunder; and
 - 6.9.4. any other situation that might arise that at the discretion of the Municipality is not conducive to the intended service delivery safety and convenience of the public.
- 6.10. The successful bidder must display his/her trading hours at the premises.
- 6.11. The bidder must indicate the products to be sold as well as equipment to be used such as chip fryers, freezers, warmers etc. (electricity usage)⁵ by attaching a list to the quotation.
- 6.12. **NO ALCOHOL MAY BE SOLD.**
- 6.13. The successful bidder may not assign or sub-let the premises to any other person/party.
- 6.14. Should the successful bidder not wish to occupy the premises from a particular date, he/she must inform the Municipality accordingly.
- 6.15. **PAYMENT:**
 - 6.15.1. The quoted amount is for the full period of 2 years and 11 months. Payment for the allocated premises shall be made monthly, one calendar month in advance.
 - 6.15.2. The rental will be payable on the 22nd day of each previous month.
 - 6.15.3. The full amount will be payable, irrespective of the usage of the premises by the bidder and is not refundable.
- 6.16. Preference will be given to the local residents (Overstrand) in order to enhance local economic development and empowerment.
- 6.17. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE** (see definition on MBD 4 attached).
- 6.18. The bidder must list all the municipal accounts numbers within the Overstrand Municipal area for which he/she is responsible or partially responsible, and by signing this document, the bidder declares that the following are the only such accounts:
 - i. _____
 - ii. _____
 - iii. _____
 - iv. _____

If the bidder does not have a municipal account due to renting a house and making use of pre paid electricity, prove of residential address and pre-paid account number needs to be attached to quotation.
- 6.19. Attached forms MBD4 and MBD8 must be completed and submitted with the bid.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

⁵ Electricity usage for account of bidder .



11. MBD 3.1 – PRICING SCHEDULE – FIRM PRICES

NOTE:

Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.

Document MUST be completed in non-erasable black ink.

I / We _____
 (full name of Bidder) the undersigned in my capacity as _____
 of the firm _____

hereby offer to Overstrand Municipality to lease the property 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:

Bid Price per Item:

PROPERTY DESCRIPTION	LEASE AMOUNT (VAT EXCLUDED)
(A) REFRESHMENT KIOSK AT ONRUS CARAVAN PARK	

OR

PROPERTY DESCRIPTION	LEASE AMOUNT (VAT EXCLUDED)
(B) REFRESHMENT KIOSK AT PALMIET CARAVAN PARK	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

12. FORM OF OFFER AND ACCEPTANCE

OFFER

The Municipality, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following leases:

LEASE OF REFRESHMENT KIOSK AT:**A. ONRUS CARAVAN PARK, ONRUS RIVER****B. PALMIET CARAVAN PARK, KLEINMOND**

The bidder, identified in the offer signature block, has examined the documents listed in the quotation data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Municipality** under the contract, including compliance with all its terms and conditions according to their true intent and meaning.

A. THE OFFERED PRICE FOR THE LEASE OF THE REFRESHMENT KIOSK AT ONRUS CARAVAN PARK, ONRUS RIVER, EXCLUSIVE OF VAT IS:

In figures:	R
In words:	

This Offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name & Address of tenderer		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

B. THE OFFERED PRICE FOR THE LEASE OF THE REFRESHMENT KIOSK AT PALMIET CARAVAN PARK, KLEINMOND, EXCLUSIVE OF VAT IS:

In figures:	R
In words:	

This Offer may be accepted by the Municipality by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name & Address of tenderer		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		

5. ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Municipality identified below, accepts the tenderer's Offer. Acceptance of the tenderer's Offer shall form an agreement between the Municipality and the tenderer upon the terms and conditions contained in this agreement and in the lease agreement that is the subject of this agreement.

The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), arrange for the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the agreement. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document. Unless the tenderer within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s):			
Name(s):			
Capacity:			
For the Municipality :	Overstrand Municipality Magnolia Avenue Hermanus		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date	
Signature of witness:			

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

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 specification in the tender documents and that the price 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.

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