

QUOTATION NO.: SC 1041/2011
**BRUSH CUTTER AND WEED EATER OPERATOR
TRAINING**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

CONTACT:

DIRECTORATE: FINANCE
KARIN VD MERWE
OVERSTRAND MUNICIPALITY
8113
PO BOX 20
HERMANUS
7200

NAME:
TELEPHONE: **028 313**

NAME OF TENDERER:

**Total Bid Price
(Inclusive of VAT):
(refer to page 57)**

FEBRUARY 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 1041/2011

TENDER TITLE:

**BRUSH CUTTER AND WEED EATER OPERATOR
TRAINING**

CLOSING DATE:

04/03/2011

CLOSING TIME:

12H00

BID BOX NO:

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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:

ADDRESS:

TELEPHONE #:

FAX NO.

E-MAIL ADDRESS:

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

PLEASE NOTE:

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

ENQUIRIES MAY BE DIRECTED TO:

CONTACT PERSON: **PEDRO PETERS**
TEL. # **028 313 8956**

TECHNICAL ENQUIRIES
KARIN VAN DER MERWE
028 313 8113

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1.DEFINITIONS.....	6
2.“Closing time” means the date and hour specified in the bidding documents for the receipt of bids.	6
3.“Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.	6
4.“Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.	6
5.“Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.	6
6."Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.....	6
7.“Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.	6
8.“Day” means calendar day.	6
9.“Delivery” means delivery in compliance of the conditions of the contract or order.	6
10.“Delivery ex stock” means immediate delivery directly from stock actually on hand...6	6
11.“Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.	6
12."Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.	6
13."Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.	6
13.1.Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.	6
14.“Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.	6
15.“GCC” means the General Conditions of Contract.	6

16. “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.....	6
17. “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.	6
18. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.	6
19. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.	6
20. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.	6
21. “Project site” where applicable, means the place indicated in bidding documents.....	6
22. “Purchaser” means the organization purchasing the goods.	6
23. “Republic” means the Republic of South Africa.	6
24. “SCC” means the Special Conditions of Contract.	6
25. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.	6
26. “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.....	6
27. “Tort” means in breach of contract.	6
28. “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.....	6
29. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.....	6
30. <i>Application</i>	6
These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.	6
Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.	6
Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.	6
31. <i>General</i>	6
Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.	6
Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.....	6
32. <i>Standards</i>	7

The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.	7
<i>33. Use of contract documents and information; inspection.</i>	<i>7</i>
The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.	7
The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.	7
Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.	7
The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.	7
<i>34. Patent rights</i>	<i>7</i>
35. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.	7
36. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.	7
<i>37. Performance security</i>	<i>7</i>
38. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.	7
39. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.	7
40. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:	7
41. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.	7
<i>42. Inspections, tests and analyses</i>	<i>7</i>
All pre-bidding testing will be for the account of the bidder.	7
If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.	7

<u>If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.</u>	<u>7</u>
<u>If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.</u>	<u>7</u>
<u>Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</u>	<u>7</u>
<u>Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</u>	<u>7</u>
<u>Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.</u>	<u>7</u>
<u>The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.</u>	<u>7</u>
<u>43.Packing</u>	<u>7</u>
<u>The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</u>	<u>7</u>
<u>The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.</u>	<u>7</u>
<u>44.Delivery</u>	<u>7</u>
<u>Delivery of the goods shall be made by the supplier in accordance with and documents the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified.</u>	<u>7</u>
<u>45.Insurance.....</u>	<u>7</u>
<u>The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.</u>	<u>7</u>
<u>46.Transportation.....</u>	<u>7</u>

<u>Should a price other than an all-inclusive delivered price be required, this shall be specified.</u>	<u>7</u>
<u>47. Incidental.....</u>	<u>7</u>
<u>The supplier may be required to provide any or all of the following services, including additional services, if any:</u>	<u>7</u>
<u>Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</u>	<u>8</u>
<u>48. Spare parts</u>	<u>8</u>
<u>As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</u>	<u>8</u>
<u>49. Warranty</u>	<u>8</u>
<u>The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</u>	<u>8</u>
<u>This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</u>	<u>8</u>
<u>The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</u>	<u>8</u>
<u>Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</u>	<u>8</u>
<u>If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</u>	<u>8</u>
<u>50. Payment.....</u>	<u>8</u>
<u>The method and conditions of payment to be made to the supplier under this contract shall be specified.</u>	<u>8</u>
<u>The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</u>	<u>8</u>
<u>Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</u>	<u>8</u>
<u>Payment will be made in Rand unless otherwise stipulated.</u>	<u>8</u>
<u>51. Prices.....</u>	<u>8</u>
<u>Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the</u>	

exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.	8
52. Variation orders.....	8
<u>In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price and such offers, may be accepted provided that there is no escalation in price.....</u>	<u>8</u>
53. Assignment.....	8
<u>The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.....</u>	<u>8</u>
54. Subcontracts.....	8
<u>The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</u>	<u>8</u>
55. Delays in the supplier's performance	8
<u>Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</u>	<u>8</u>
<u>If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</u>	<u>8</u>
<u>The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</u>	<u>8</u>
<u>Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.....</u>	<u>8</u>
<u>Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</u>	<u>8</u>
56. Penalties.....	8
<u>57. Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until</u>	

actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.	8
<i>58.Termination for default</i>	<i>8</i>
59.The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:	9
60.In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.	9
61.Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.	9
62.If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.....	9
63.Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.....	9
64.If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:	9
65.If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.	9
<i>66.Anti-dumping and countervailing duties and rights</i>	<i>9</i>
67.When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped o subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.....	9

<u>68.Force Majeure.....</u>	<u>9</u>
<u>69.Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.</u>	<u>9</u>
<u>70.If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</u>	<u>9</u>
<u>71.Termination for insolvency</u>	<u>9</u>
<u>72.The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</u>	<u>9</u>
<u>73.Settlement of Disputes</u>	<u>9</u>
<u>74.If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</u>	<u>9</u>
<u>75.If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</u>	<u>9</u>
<u>76.Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</u>	<u>9</u>
<u>77.Notwithstanding any reference to mediation and/or court proceedings herein,</u>	<u>9</u>
<u>(a)the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</u>	<u>9</u>
<u>78.Limitation of liability</u>	<u>9</u>
<u>79.Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</u>	<u>9</u>
<u>80.Governing language</u>	<u>9</u>
<u>81.The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</u>	<u>9</u>
<u>82.Applicable law</u>	<u>9</u>
<u>83.The contract shall be interpreted in accordance with South African laws, unless otherwise specified.</u>	<u>9</u>
<u>84.Notices</u>	<u>9</u>
<u>85.Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</u>	<u>9</u>

86.The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.	10
87.Taxes and duties	10
88.A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.	10
89.A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.	10
90.No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.	10
91.No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.	10
92.Transfer of contracts.	10
93.The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.	10
94.Amendment of contracts.	10
95.No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.	10
96. Prohibition of restrictive practices.	10
97.In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.	10
98.If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.	10
99.If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.	10
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1. TENDER NOTICE & INVITATION TO TENDER

QUOTATION NO. SC 1041/2011

TRAINING FOR GENERAL ASSISTANTS: BRUSH CUTTER AND WEED EATER OPERATOR TRAINING

Tender documents, in English, are obtainable from, **18 February 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 can be downloaded free of charge from the website: www.overstrand.gov.za

Sealed quotations, with “**Quotation No. SC1041/2011: Training For General Assistants: Brush Cutter And Weed Eater Operator Training**” clearly endorsed on the envelope, must be deposited in **tender box no. 2** 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 **4 March 2011** at **12h00**. Quotations will be opened in public immediately after the closing time in the Committee Room, Hermanus Administration.

Quotations must be valid for **90 days** from the closing date

The Overstrand Municipality does not bind itself to accept the lowest or any quotation and reserves the right to accept any quotation, as it may deem expedient. Quotations are subject to the Preferential Procurement Regulations of 2001 and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to **Karin van der Merwe** at the following number: **028 313 8113**.

2. AUTHORITY TO SIGN A BID

A. 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 _____

SIGNED ON BEHALF OF
COMPANY:

PRINT NAME:

WITNESS 1:

DATE:

WITNESS 2:

B. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

SIGNATURE:

PRINT NAME:

WITNESS 1:

DATE:

WITNESS 2:

C. PARTNERSHIP

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

Full name of partner	Residential address	Signature
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We, the undersigned partners in the business trading as _____
_____ hereby authorise _____
_____ 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 _____

SIGNATURE 1

SIGNATURE 2

SIGNATURE 3

WITNESS 1:

DATE

DATE

DATE

WITNESS

2 :

D. CLOSE CORPORATION

In the case of a close corporation submitting a bid, a resolution by its members, authorising 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 authorised to sign all documents in connection with this bid on behalf of (Name of Close
Corporation) _____.

SIGNED ON BEHALF OF
CLOSE CORPORATION:

DATE:

PRINT NAME:

IN HIS/HER CAPACITY AS:

WITNESS 1:

WITNESS 2 :

3.

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

2. ***"Closing time"*** means the date and hour specified in the bidding documents for the receipt of bids.
3. ***"Contract"*** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
4. ***"Contract price"*** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
5. ***"Corrupt practice"*** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
6. ***"Countervailing duties"*** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
7. ***"Country of origin"*** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
8. ***"Day"*** means calendar day.
9. ***"Delivery"*** means delivery in compliance of the conditions of the contract or order.
10. ***"Delivery ex stock"*** means immediate delivery directly from stock actually on hand
11. ***"Delivery into consignees store or to his site"*** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
12. ***"Dumping"*** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
13. ***"Force majeure"*** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
 - 13.1. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
14. ***"Fraudulent practice"*** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
15. ***"GCC"*** means the General Conditions of Contract.
16. ***"Goods"*** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

17. ***“Imported content”*** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
18. ***“Local content”*** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
19. ***“Manufacture”*** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
20. ***“Order”*** means an official written order issued for the supply of goods or works or the rendering of a service.
21. ***“Project site”*** where applicable, means the place indicated in bidding documents.
22. ***“Purchaser”*** means the organization purchasing the goods.
23. ***“Republic”*** means the Republic of South Africa.
24. ***“SCC”*** means the Special Conditions of Contract.
25. ***“Services”*** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
26. ***“Supplier”*** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
27. ***“Tort”*** means in breach of contract.
28. ***“Turnkey”*** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
29. ***“Written” or “in writing”*** means handwritten in ink or any form of electronic or mechanical writing.

30. Application

These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

31. General

Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

32. Standards

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

33. Use of contract documents and information; inspection.

The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

34. Patent rights

35. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

36. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

37. Performance security

38. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

39. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

40. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

41. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

42. Inspections, tests and analyses

All pre-bidding testing will be for the account of the bidder.

If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

43. Packing

The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

44. Delivery

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

45. Insurance

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

46. Transportation

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

47. Incidental

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

48. Spare parts

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

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

49. Warranty

The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

50. Payment

The method and conditions of payment to be made to the supplier under this contract shall be specified.

The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

Payment will be made in Rand unless otherwise stipulated.

51. Prices

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

52. Variation orders

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

53. Assignment

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

54. Subcontracts

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

55. Delays in the supplier's performance

Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

56. Penalties

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

58. Termination for default

59. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

60. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

61. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
62. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
63. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
64. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - (a) the name and address of the supplier and / or person restricted by the purchaser;
 - (b) the date of commencement of the restriction
 - (c) the period of restriction; and
 - (d) the reasons for the restriction.

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

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

66. Anti-dumping and countervailing duties and rights

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

68. Force Majeure

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

71. Termination for insolvency

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

73. Settlement of Disputes

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

75. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

76. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

77. Notwithstanding any reference to mediation and/or court proceedings herein,

- (a)** the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b)** the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

78. Limitation of liability

79. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

- (a)** the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b)** the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

80. Governing language

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

82. Applicable law

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

84. Notices

85. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

86. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

87. Taxes and duties

88. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

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89. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
90. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
91. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
92. Transfer of contracts
93. The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.
94. Amendment of contracts
95. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.
96. Prohibition of restrictive practices.
97. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
98. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
99. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

5. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Road, Hermanus

Please Note:

- ◆ **Tenders that are deposited in the incorrect box will not be considered.**
 - ◆ **Tender box deposit slot is 28cm x 2.5cm.**
 - ◆ **Mailed, telegraphic or faxed tenders will not be accepted.**
 - ◆ **Documents may only be completed in black ink.**
 - ◆ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
 - ◆ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
 - ◆ **All prices shall be quoted in South African currency and be inclusive of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
 4. **Tenders may not be telefaxed to the Municipality and therefore any tenders** received by fax will **not** be considered.
 5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
 6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
 7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
 11. All prices shall be quoted in South African currency and be **inclusive** of VAT.
 12. This bid will be evaluated and adjudicated according to the following criteria:
 - Relevant specifications
 - Value for money
 - Capability to execute the contract
 - PPPFA & associated regulations

[insert any other criteria]

13. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

14. Value-Added Tax (VAT)

1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
4. The VAT registration number of the Municipality is 4140106396.

15. Payments

There will be one payment per month to the Contractor.

1. Standard Payment Terms – Invoices received for services for a particular calendar month's services, will be paid between the 20th and 25th of the ensuing month.
2. Payments to SMME / HDI Contractors – Invoices received for services for a particular calendar month, will be paid between the 11th and 16th of the ensuing month.

6. 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

7. MBD 4 – DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-

- ◆ the bidder is employed by the state; and/or
- ◆ the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

“State” means -

1. 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);
 2. any municipality or municipal entity;
 3. provincial legislature;
 4. national Assembly or the national Council of provinces; or
 5. Parliament.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

2.1.	Full Name of bidder or his or her representative:	
2.2.	Identity Number:	
2.3.	Position occupied in the Company (director, shareholder etc.):	
2.4.	Company Registration Number:	
2.5.	Tax Reference Number:	
2.6.	VAT Registration Number:	
2.7.	Are you or any person connected with the bidder presently employed by the state?	YES NO
2.7.1.	If so, furnish the following particulars:	
	Name of person / director / shareholder/ member:	
	Name of state institution to which the person is connected:	
	Position occupied in the state institution:	
	Any other particulars:	

2.8.	Did you or your spouse, or any of the company's directors / shareholders / members or their spouses conduct business with the state in the previous twelve months?	YES NO
2.8.1.	If so, furnish particulars:	

2.9.	Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?	YES NO
2.9.1.	If so, furnish particulars.	

2.10.	Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?	YES NO
2.10.1	If so, furnish particulars.	

2.11.	Do you or any of the directors/shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	YES NO
2.11.1	If so, furnish particulars:	

DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 2 above is correct.

I accept that the state may act against me in terms of paragraph 23 of the general conditions of contract should this declaration prove to be false.

SIGNATURE:

NAME OF SIGNATORY:

POSITION

NAME OF COMPANY:

DATE:

8. MBD 6.1 – REFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 - PURCHASES

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. 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.
2. The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.
 1. Preference points for this bid shall be awarded for:
 - Price
 - Specific contract participation goals, as specified in the attached forms.
2. The points for this bid are allocated as follows:

	POINTS
1. 1.2.1. PRICE	80
2. 1.2.2. 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	4
(iii) who has a disability	2
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) Local tenderers MBD 6.9 (Western Cape Province)	6
(ii) Local tenderers MBD 6.10 (Overberg Region)	8
(iii) Local tenderers MBD 6.11 (Overstrand Municipality)	10
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 1.4.2 (b) above.

3. 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.
4. The Municipality requires of a bidder to substantiate any claim in regard to preferences.

2. GENERAL DEFINITIONS

1. **“Acceptable bid”** means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
2. **“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.
3. **“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.

4. “**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.
5. “**Contract**” means the agreement that results from the acceptance of a bid by an organ of state.
6. “**Specific contract participation goals**” means the goals as stipulated in the Preferential Procurement Regulations 2001.

6.1. 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.

7. “**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.
8. “**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.
9. “**Equity Ownership**” means the percentage ownership and control, exercised by individuals within an enterprise.
10. “**Historically Disadvantaged Individual (HDI)**” means a South African citizen:

10.1. 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

10.2. Who is a female; and/or

10.3. Who has a disability:

10.4. 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;

11. “**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.
12. “**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.
13. “**Person**” includes reference to a juristic person.
14. “**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.
15. “**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).
16. “**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.
17. “**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.
18. “**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

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.
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

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

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:

80/20

or

90/10

$$P_t = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

or

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

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.

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.
3. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
4. Public companies and tertiary institutions do not qualify for HDI preference points.
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.
6. A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

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
1. Equity ownership by persons who had no franchise in the national elections		
2. Equity ownership by women		
3. Equity ownership by disabled persons*		

**If points are claimed for disabled persons, indicate nature of impairment (see paragraph 2.8 above)*

9. DECLARATION WITH REGARD TO EQUITY

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

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	ID Number										Date RSA Citizenship obtained	Women		Dis a b l e d

*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
--	--

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:

DATE:

ADDRESS:

WITNESS 2:

**9. MBD 6.9 – PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
(PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC
PROVINCE)**

NB:

Before completing this form, bidders must study the general conditions, definitions and directives specified in claim form MBD 6.1 and the Preferential Procurement Regulations, 2001.

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

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the Provincial economy by procuring locally	6

3. Preference points may only be claimed by enterprises located within the borders of the **Western Cape Province**. (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. **POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the borders of the Western Cape Province is/are claimed.	YES	NO
---	------------	-----------

6. 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:

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:

- (i) The information furnished is true and correct.
- (ii) 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.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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:

DATE:

ADDRESS:

WITNESS 2:

**10.MBD 6.10 – PREFERENCE POINTS CLAIM FORM IN TERMS OF
THE PREFERENTIAL PROCUREMENT REGULATIONS 2001
(PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC
REGION)**

NB:

Before completing this form, bidders must study the general conditions, definitions and directives specified in claim form MBD 6.1 and the Preferential Procurement regulations, 2001.

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

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the Provincial economy by procuring locally from enterprises located in the Overberg Region	8

- 3.** Preference points may only be claimed by enterprises located within the **Overberg Region**. (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. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the Overberg Region is/are claimed.	YES	NO
--	------------	-----------

6. 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:

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:

- (i) The information furnished is true and correct.
- (ii) 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.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - (b) 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:

DATE:

ADDRESS:

WITNESS 2:

**11. 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 .	10

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. POINTS CLAIMED

Bidder to indicate whether the point(s) allocated for enterprises situated within the Overstrand Municipality is/are claimed.	YES	NO
---	------------	-----------

6. 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:

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:

- (i) The information furnished is true and correct.
- (ii) 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.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
 - a. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
 - b. 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:

DATE:

ADDRESS:

WITNESS 2:

12.MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES
NB:

This form must be completed in duplicate by both the service provider (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the service provider and the purchaser will be in possession of originally signed contracts for their respective records.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____, in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number _____, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
10. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
12. I confirm that I am duly authorised to sign this contract.

SIGNATURE
E
CAPACITY
NAME OF
FIRM
WITNESS
1:
DATE:

NAME
(PRINT)
DATE

WITNESS
2:

CONTRACT FORM - RENDERING OF SERVICES
PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I, _____, in
my capacity as _____,
accept your bid under reference number dated _____
_____, for the rendering of services indicated hereunder and/or
further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the
terms and conditions of the contract, within 30 (thirty) days after receipt of an
invoice.

2. DESCRIPTION OF SERVICE	TOTAL CONTRACT PRICE (VAT INCL)	COMPLETION DATE	PREF POINTS CLAIMED FOR HDIs	PREF POINTS CLAIMED FOR RDP GOALS

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

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

SIGNATURE
:

NAME
(PRINT):

WITNESS 1:

WITNESS 2:

OFFICIAL STAMP:

13.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?

(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).

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)?

(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).

Yes 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:

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:

CAPACITY:

NAME OF FIRM:

NAME (PRINT):

DATE:

14.MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *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:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

hereby makes the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____
(Name of Bidder)

I, the undersigned, in submitting the accompanying bid, that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - a) has been requested to submit a bid in response to this bid invitation;
 - b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

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f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE:

CAPACITY:

NAME OF FIRM:

NAME (PRINT):

DATE:

15.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:

CAPACITY:

NAME (PRINT):

NAME OF
FIRM:

For office use (comments):

<p>16. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)</p>

WRITTEN AGREEMENT

**THIS IS IN TERMS OF
SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

BETWEEN:

(Employer)

AND

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also 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 _____ 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 performed will be conducted and if found not complying

with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

**SIGNED –
MANAGEMENT:**

WRITTEN AGREEMENT

This is a written agreement between

(Name of EMPLOYER)

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 _____
(mandatary) 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 employer 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 EMPLOYER

DATE:

PLACE:

PRINT NAME:

CAPACITY:

SIGNATURE:

NOTICE OF NON-COMPLIANCE WITH AGREED HEALTH AND SAFETY REQUIREMENTS BY THE MANDATARY**NAME OF MANDATARY:**

You are hereby notified that the health and safety requirements agreed upon in terms of the written agreement entered into between yourself and the company is not being complied with.

Details of non-compliance:

- 1.
- 2.
- 3.
- 4.
- 5.
- 6.
- 7.
- 8.

You are to indicate in writing to the management of _____ of the reasons why you are in non-compliance and what will be done to rectify the matter.

Signature of company representative:

Date:

Signature of Mandatary:

Date:

Reasons for non-compliance:	Corrective action:
1.	
2.	
3.	
4.	
5.	
6.	
7.	
8.	

Signature of Mandatary:

Date:

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

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

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

1. Contractor's registration number with the office of the Compensation Commissioner:
2. Proof that assessment has been paid:

A copy of a receipt must be handed in, in this regard.

Signature of CONTRACTOR:

Date:

17. DATABASE REGISTRATION

Dear Sir / Madam

Suppliers Database Registration Forms

In compliance with the Municipal Finance Management Act (Act No. 56 of 2003) and the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and to ensure a competitive procurement process, Overstrand Municipality invites all prospective providers of goods and services to register on the Overstrand Municipality's database.

Service/product providers must submit the following documentation with their application:

Proof of company / close corporation registration

Original Tax Clearance Certificate

Proof of VAT registration

Construction Industry Development Board (CIDB) registration (where applicable)

Accreditation certificate if selling IT equipment

Bank details (together with a cancelled cheque)

A company profile of directors/staffing with contactable references

Application forms, in English, are obtainable at the offices of the Manager: Supply Chain Management or alternatively, the application form can be downloaded from our website at: www.overstrand.gov.za.

For further information, please contact Ms Ingrid Thesen, (Tel: 028 – 313 8152)

Application forms are to be sent to:

For attention: Ms I Thesen

Supply Chain Management Unit

PO Box 20

HERMANUS

7200

Magnolia Avenue

HERMANUS

7200

Providers of goods and services who have been allocated a creditor number by the Municipality must still apply for listing as a preferred supplier on the Overstrand Municipality's supplier database.

R La Cock

MANAGER: SUPPLY CHAIN MANAGEMENT

[illegible]

2.2.5 Meld taalvoorkeur / Indicate language preference: Afrikaans English

Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulungile.
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.

Naam / Name / Igama

Hoedanigheid / Designation / Ubume emsebenzini

Datum / Date / Umhla

VRAELYS VIR VOORKEURVERKRYGINGSBELEID QUESTIONNAIRE FOR PREFERENTIAL PROCUREMENT POLICY IPHEPHA LEMIBUZO YENKQUBO EKHETHEKILEYO YOKUFUMANA

<p>**1. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op ras. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on race. Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobuhlanga.</p>	%
<p>2. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op geslag. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on gender. Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokwesini.</p>	%
<p>3. Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op gestremtheid. Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on disability. Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo ngokobulwelwe.</p>	%
<p>4. Persentasie aandeelhouing van persone geklassifiseer as jeug. (18 – 35 Jaar oud). Percentage of shareholding of persons in the business classified as youth. (18 – 35 Years old) Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)</p>	%
<p>5. Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? In / Uit Is your business established within the area of jurisdiction of the Municipality? In / Out Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? Ngaphakathi / Ngaphandle</p>	<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto;"></div> <p>In/Ngaphakathi Uit/Out/Ngaphandle</p>
<p>6. Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee Do you make use of local labour (job creation)? Yes / No Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi</p>	<div style="border: 1px solid black; width: 80px; height: 80px; margin: 0 auto;"></div> <p>Ja/Yes/Ewe Nee/No/Hayi</p>

Hiermee sertifiseer ek/ons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / -Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

Getuie/As Witness/--Njengengqina

Handtekening / Signature / Osayinileyo

1.

.....

2.

LW! / NB! / -QAPHELA!

Om Voorkeerpunte te eis MOET gesertifiseerde afskrifte van Identiteitsdokumente hierby aangeheg word. / To claim Preference points, certified copies of Identity Documents MUST be attached. / Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, KUFUNEKA ukuba isicelo sakho sihambe kunye nekopi yencwadi yesazisi sakho (ID) eqinisekisiweyo.

**** "Histories Benadeelde Individu (HBI)" 'n Suid-Afrikaanse burger -**

- (1) wat weens die apartheidsbeleid wat in plek was, voor die instelling van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet Nr 110 van 1983) of die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet Nr 200 van 1993) ("die tussentydse Grondwet") geen stemreg in nasionale verkiesings gehad het nie; en/of

- (2) wat 'n vrou is; en/of

- (3) wat gestremd is;

Met dien verstande dat 'n persoon wat Suid-Afrikaanse burgerskap bekom het by of na die inwerkingtreding van die tussentydse Grondwet, geag word nie 'n HBI te wees nie;

**** "Historically Disadvantaged Individual (HDI)" means a South African citizen -**

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

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

****Xa kuthethwa ngomntu owanyhashelwa amalungelo akhe kuthethwa ngommi waseMzantsi Afrika**

- (1) owathi ngenxa yenkqubo yocalucalulo ekwakusakulawulwa ngayo akabi nalo ilungelo lokuvota phambi kokwaziswa komgaqo siseko weRiphabliki yoMzantsi Afrika, 1983 (Umthetho ongunombolo 110 ka-1983) okanye Umgaqo siseko weRiphabliki yoMzantsi Afrika, 1993 (Umthetho ongunombolo 200 ka-1993) ("Umgaqo siseko wethutyana"); kunye / okanye

- (2) ongumfazi; kunye/okanye

- (3) okhubazekileyo;

Xa ubani efumene ilungelo lokuba ngummi waseMzantsi Afrika ngexesha okanye emva kokusetyenziswa komgaqo siseko wethutyana lowo akathatyathwa njengomntu onyhashelwe amalungelo ache.

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNERSHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANISATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC's & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officers' Board	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable - For security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is disabled	If Shareholder is disabled	If Shareholder is disabled	If Shareholder is disabled	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please indicate by the nature of operations, products or services applicable to your business by ticking the appropriate box:

CODE	COMMODITY	✓	COD E	COMMODITY	✓
100:	CONSTRUCTION EQUIPMENT AND SUPPLIES		220	Water works and pipelines	
101	Air conditioning and temperature control equipment		221	Specialist Trade Contractors	
102	Building equipment and accessories (cement mixers, scaffolding, trowels, levels, etc)		222	Forestry Cleaning	
103	Building materials (bricks, cement, sand, painting, plastic, stone, steel, tiles, etc)		223	CCTV Inspection	
104	Ceiling boards, skirting, etc		224	Asphalt Paving	
105	Construction machinery		225	Traffic Systems and Signage	
106	Doors and windows		2250	Computerised road signs GIS inventory	
10601	Carpenter (cabinets, cupboards)		1		
107	Electrical systems, lighting, components accessories and supplies		226	Road marking Painting	
10701	Electricity asset verification		227	Renovations	
10702	Electricity networks technical audits		228	Waterproofing	
10703	Electrical meter audits		229	Recycling and restoration	
10704	Electrical consumer data collection		230	Concrete structural repairs	
10705	Electrical network planning & design		231	Re-decoration	
10706	House connection s (electrical)		232	Asbestos removal	
108	Flooring materials (Carpets, tiles, etc)		233	Landscaping	
109	Glass		234	Asphalt supplies	
110	Plumbing ware and materials		235	Chemical dosing equipment	
111	Roofing materials		236	Sewage pump sales, installation & servicing	
112	Sanitation ware and equipment		237	Water pump sales, installation & servicing	
113	Portable toilet rental		238	Control panel sales, installation, servicing	
114	Pumping of sewerage		239	Glass fibre reinforced polyester (GRP) Poles	
115	Cleaning of grease traps and separators				
116	Dewatering – Pump of liquid waste		300:	ELECTRICAL AND MECHANICAL EQUIPMENT, SERVICES AND SUPPLIES	
117	Toilet Rental		301	Bearing supplies	
118	Toilet trailer rental		302	Bolts, nuts and fasteners	
119	Electrical meter reading		303	Electric cables	
200:	CONSTRUCTION SERVICES		3030	S.W.A. Underground cables	
201	Burglar proofing and systems		1		
202	Civil Engineering Structures		3030	Surfix, twin and earth cables	
20201	Construction monitoring		2		
203	Concrete manufacture and works		304	Electrical component supplies	
204	Construction-related transport		305	Electrical equipment	
205	Demolition services		306	Electrical equipment repairs	
206	Earthworks, drilling and landscaping		307	Hardware supplies	
207	Electrical installation		308	Lifting equipment	
208	Fencing		309	Mechanical seals and packing	
209	General building work		310	Pipe and irrigation supplies	
			311	Power generation and distribution machinery and accessories	
			312	Pump spares	
			313	Small tools	
			314	Transformer services	
211	Mechanical contracts		3140	HV circuit breaker installation, maintenance, testing	
212	Metalwork		1		
			3140	HV protection relay installation, maintenance, testing	
213	Painting		2		
			3140	HV Transformer & tap charger testing	
214	Paving		3		
			3140	Earth resistance & resistiuity survey testing	
215	Plumbing		4		
			3140	Bulk electricity meter installation & testing	
216	Pre-cast concrete manufacture		5		
			3140	Battery trip unit installation, maintenance, testing	
217	Pump installation		6		
			3140	Substation control cable installation & testing	
218	Road works		7		
			3140	Substation HV cable testing	
219	Sewerage systems and construction		8		
			315	Valves, couplings	
316	mPVC, polyethylene		443	Travel services	

CODE	COMMODITY	✓	COD E	COMMODITY	✓
317	Manufacture transformers		444	Vehicle hire	
318	Service of transformers		445	Vending services	
319	Refurbishment of sub stations		4450 1	Traffic controllers	
320	Electrical installations		4450 2	Prepaid vending systems	
321	Welding Equipment		4450 3	Road safety management solutions	
322	Shipping and industrial electrical suppliers		446	Area Cleaning	
323	Piping and valves installation, sales & servicing		447	Traffic signs	
400:	GENERAL SERVICES		448	Hairdressing	
401	Accommodation and lodging		449	HR Services	
420	Advertising, communication, design, editorial, publication and marketing services		450	Dress-and pattern making	
403	Auctioneering services		451	Plot clearing	
40301	Vehicle, house, property, game, furniture auction		500:	OFFICE AND FACILITIES EQUIPMENT AND SUPPLIES	
405	Bookkeeping and accounting services		501	Computer equipment, networks and software	
406	Catering and refreshments		502	Consumables	
407	Cleaning services		503	Corporate gifts	
408	Conferencing facilities and facilitation		504	Domestic, industrial and cleaning equipment and supplies	
409	Contract administration		505	Electronic equipment, including audio-visual equipment	
410	Courier services		506	Fire protection equipment	
411	Education and training		507	Flowers and plants	
41101	Training in building environment		508	Food and refreshments	
412	Environmental impact studies		509	Households furniture and equipment	
413	Freight forwarding and clearing services		510	Office furniture and equipments0	
414	General maintenance services		512	Printing, copying and photographic equipment and supplies	
415	Health care		600:	MISCELLANEOUS GOODS AND SUPPLIES	
417	Horticulture		601	Environmental cleansing equipment, goods and supplies	
418	Infrastructural maintenance		602	Fire protection equipment, goods and supplies	
419	Inspection services		603	Garden tools	
420	Insurance		604	Gas	
421	IT, broadcasting and telecommunication services		605	Material and warehousing machinery, equipment and goods	
42101	Cellular phones		606	Measuring, testing and observation equipment	
42102	Prepaid cellphone vouchers		607	Pharmaceutical	
42103	Cellphone chargers		608	Protective clothing and uniforms	
42104	Cellphone pouches		6080 1	Bullet proof vests, riot equipment	
422	Interior decorating, refurbishment and upholstery		609	Security equipment, goods and services	
423	Land valuation		610	Sports and recreational equipment and goods	
424	Laundry and dry-cleaning services		611	Laboratory chemicals	
425	Locksmith services		6110 1	Chemical dosing and equipment supplies	
426	Mailing services		612	Specialised imported chemicals	
427	Management services		613	Pharmacy	
428	Miscellaneous equipment and goods hiring		614	Swim and Watersport Training	
429	Personnel Services		615	Plastic refuse containers	
430	Pest control and removal services		700:	PROFESSIONAL SERVICES	
431	Photographic and graphic design services		701	Accounting, auditing and management services	
432	Picture framing		702	Architectural services	
433	Printing		703	Consulting engineering: Electrical	
434	Procurement services		704	Consulting engineering: Environmental	
435	Real estate services		705	Consulting engineering: Other	
436	Research services		706	Consulting engineering: Project management	
437	Security and safety services		707	Consulting engineering: Roads & Storm water	
438	Site cleaning		708	Consulting engineering: Sewerage systems	
439	Social Facilitating		709	Consulting engineering: Structures, Building, Bridges, etc	
440	Storage		710	Consulting engineering: Water systems	
4401	Furniture removals		711	Consulting engineering: Geo-technical	
4402	Relocation service		712	Consulting engineering: Solid waste	
441	Translation and interpreting services		713	Engineering services	
442	Transport services, general		714	Financial services	

CODE	COMMODITY	✓	COD E	COMMODITY	✓
715	Land surveying		800:	VEHICLE SUPPLY AND TRANSPORTATION SERVICES	
716	Legal services – contracts		801	Alarm and tracking systems	
717	Legal services – conveyancing		802	Batteries	
718	Legal services – litigation		803	Engine overhauls	
719	Legal services – other		804	Fuel, oils and lubrications	
720	Consulting engineering: Mechanical		805	Hydraulics	
721	Medical services		806	Panel beating	
722	Project management		807	Radiator repairs	
723	Quantity surveying		808	Radio & Electronic equipment	
724	Town and regional planning		809	Spares and parts	
72401	Development & new establishments		810	Towing services	
72402	Strategic planning		811	Transmissions	
725	Tax Consulting Services		812	Tyres and tubes	
726	Aerial Survey & Digital Mapping		813	Upholstery	
727	Occupational Health & Safety		814	Vehicle fleet management	
728	Actuarial		815	Vehicle supply	
729	Image Hosting		816	Windscreens	
730	Outsource IT Solution & Services		817	Auto electrical repairs	
731	Project Management		818	Proshaft Repairs and Balancing	
732	Hardware & software auditing		819	Rental of Crane Trucks and Forklifts	
733	Architect – IT Infrastructure		820	Rigging	
734	Property Management (Facilities Management)				
73803	Assessment				
73804	Credential verifications				

**ADD ANY COMMODITIES / SERVICES NOT LISTED
AND SUPPLY SPECIFIC ITEMS WITHIN THE MAIN CATEGORIES:**

VOORLETTERS EN VAN / INITIALS AND
SURNAME / OONOBUMBA BOKUQALA
BEGAMA KUNYE NEFANI

DATUM / DATE/ UMHLA

TELEFOONNOMMER / TELEPHONE
NUMBER / INOMBOLO YEFOWUNI

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA

Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is:

I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct:

-Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphazitha imali ilungile

**AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE
STAMP / -ISITAMPU SOMHLA ESISESIKWENI:**

GEMAGTIGDE HANDTEKENING / AUTHORISED
SIGNATURE / -Usayino olugunyazisiweyo

18. SPECIFICATIONS – Brush Cutter and Weed Eater Operator Training

Contact Person:	Name:	Karin van der Merwe		
	Fax No:	028-3132297	Tel. No:	028-3138113
	E-mail:	kvdmerwe@overstrand.gov.za		
Name/Nature of Course:	Brush Cutter and Weed Eater Operator Training			
Purpose of Course:	To ensure that Sport, Recreation and Amenities staff are able to operate brush cutters/weed eaters safely and competently			
NQF Level:	3			

SECTION A COURSE OUTCOMES

Staff must be able to:

1. Understand health and safety matters relating to brush cutter/weed eater operations;
2. Understand the importance of personal protective clothing and its use;
3. Explain how to safely transport/carry a brush cutter/weed eater (including the use of the harness);
4. Explain the procedures to be followed when assembling the brush cutter/weed eater and understand the various cutting tools and deflectors;
5. Demonstrate an ability to fuel and refuel the brush cutter /weed eater in accordance with the appropriate two stroke mix ratio;
6. Demonstrate the correct procedures when starting the brush cutter/weed eater;
7. Demonstrate the correct methods of operating the brush cutter/weed eater;
8. Understand the principles of clearing techniques, including the planning procedure, directional felling and dealing with different stem sizes;
9. Demonstrate clearing techniques using a trimmer head or saw blade;
10. Demonstrate basic maintenance of the brush cutter/weed eater, including cleaning the air-filter, checking the gearbox lubrication; drive shaft lubrication and spark plugs, replacing the starter rope and rewind spring, and cleaning the spark arresting screen.
11. Identify and correctly use sharpening tools and equipment.

SECTION B

1. Abovementioned course outcomes must be based on a registered unit standard.
2. The training provider must provide learning material and must be included in the quotation.
3. Facilitator/s must be fluent in English and Afrikaans – fluency in Xhosa will be advantageous.
4. Protective clothing and training equipment will be provided by Overstrand Municipality.

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5. A maximum of 13 learners must be trained per group.
6. Learners must be assessed on completion of the course, and costs must include the issuing of certificates of competence.
7. Quotations should include traveling and accommodation cost of the presenter(s) excluding the cost of the venue and meals. **Quoted price must be per learner.**
8. **Quotations submitted without a detailed proposal will not be considered.**
9. Please name two local authorities where similar training was presented by you personally.

SIGNATURE

CAPACITY

NAME OF FIRM

NAME
(PRINT)

DATE

Proposed Duration of Course:

5 days

Priority of Training:

High (within 2 months) ✓

Target Group:

Operational staff within the Sport, Recreation & Amenities department

Maximum No. of Learners:

50

Proof of following information is required from the Service Provider:

Yes

SETA Accreditation Number:

✓

ETQA registration (please specify)

✓

SIGNATURE

CAPACITY

NAME OF FIRM

NAME (PRINT)

DATE

19. PRE QUALIFICATION CRITERIA

1. TENDERERS MUST SCORE 50 OR MORE OUT OF 60 IN ORDER TO QUALIFY

1.1. Quality: Specific project applicable expertise	20
<ul style="list-style-type: none"> Do the learning materials relate to and cover the requirements specified in the unit standard Is integrated assessment conducted to assess applied competence 	10
1.2. Quality: Approach & Methodology	20
<ul style="list-style-type: none"> Are the outcomes of the programme clearly formulated Do the stated outcomes of the programme cover the outcomes you wish the learners to achieve 	10
1.3. Quality: Track Record	20
<ul style="list-style-type: none"> What is the provider's track record (e.g. are there references of satisfied clients?) 	20

Points in the above quality categories will be awarded as follows:

1.1. SPECIFIED PROJECT APPLICABLE EXPERTISE	20
Provide evidence of competence	= 20
Did not provide evidence of competence	= 0
1.2. APPROACH AND METHODOLOGY	20
Provide evidence of competence	= 20
Did not provide evidence of competence	= 0
1.3. TRACK RECORD	20
<i>Provide evidence of competence</i>	
None	= 0
Poor	= 5
Satisfactory	= 10
Good	= 15
Very Good	= 20

Note: Training Manuals must be submitted with the Quotation in order to enable the Municipality to evaluate the course content.

2. Points evaluation system to be used for this contract:

Description of Criteria		Maximum Evaluation points for tenders <R500 000.00
1. PRICE		80
2. PREFERENTIAL PROCUREMENT POINTS		20
<ul style="list-style-type: none"> HDI (form MBD 6.1) Women (form MBD 6.1) Disabled (form MBD 6.1) Promotion of enterprises located in the Western Cape (forms MBD 6.9) Promotion of enterprises located in the Overberg (forms MBD 6.10) Promotion of enterprises located in the Overstrand (forms MBD 6.11) 		4 4 2 6 8 10

SIGNATURE

NAME (PRINT)

CAPACITY

NAME OF FIRM

DATE

MBD 3.1.

20.MBD 3.1 – PRICING SCHEDULE – FIRM PRICES - (SERVICES)

NB: ONLY FIRM PRICES WILL BE ACCEPTED.

(To 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 herein represented by the Director: Infrastructure & Planning, to render the services as described, in accordance with the specification and conditions of contract to the entire satisfaction of the Overstrand Municipality and subject to the conditions of tender, for the amounts indicated hereunder:

Bid Price:

PRICE PER LEARNER
(EXCLUDING VAT)

14% VAT

**BID PRICE PER
LEARNER
(INCLUDING 14% VAT)**

PLEASE NOTE:

1. Rates must be fixed for the entire contract period and must include accommodation, transport and all other overhead costs, excluding the costs for the venue.
2. The quotation is to remain valid for 90 days from the closing date.

SIGNATURE

CAPACITY

NAME OF FIRM

NAME
(PRINT)

DATE

MBD 3.1.

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

CAPACITY

NAME OF FIRM

WITNESS 1

NAME
(PRINT)

DATE

WITNESS 2