



TENDER NO.: SC 1377/2013

**SUPPLY AND ERECTING OF FENCES IN THE OVERSTRAND AREA
WITH A CONTRACT PERIOD ENDING 30 JUNE 2016**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE : SCM UNIT
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **DE WET NEL**
TELEPHONE: **028 313 8117**

| | |
|--|--------------------------------|
| NAME OF TENDERER: | |
| Total Bid Price (Inclusive of VAT): | REFER TO PAGES 52 TO 58 |

AUGUST 2013

| | | | |
|---|--|--|--|
| 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 1377/2013 | | | | | |
| TENDER TITLE: | SUPPLY AND ERECTING OF FENCES IN THE OVERSTRAND AREA WITH A CONTRACT PERIOD ENDING 30 JUNE 2016 | | | | | |
| CLOSING DATE: | 2013/09/13 | | CLOSING TIME: | 12H00 | | |
| SITE MEETING: | DATE: | N/A | TIME: | N/A | COMPULSORY: | N/A |
| SITE MEETING ADDRESS: | N/A | | | | | |
| CIDB GRADING REQUIRED: | YES | LEVEL AND CATEGORY: | 1SQ | | | |
| BID BOX NO: | 4 | SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week. | | | | |
| OFFER TO BE VALID FOR: | 60 | DAYS FROM THE CLOSING DATE OF BID. | | | | |

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

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

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

| ENQUIRIES MAY BE DIRECTED TO: | | |
|-------------------------------|------------------------------------|---------------------|
| | ENQUIRIES REGARDING BID PROCEDURES | TECHNICAL ENQUIRIES |
| CONTACT PERSON: | BLAKE D'OLIVEIRA | DE WET NEL |
| TEL. # | 028 313 5016 | 028 313 8117 |

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

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| 1. CHECKLIST |
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PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

| | | | | |
|-----|--|-----|----|--|
| 1. | Certificate of Clarification Meeting Attendance - Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality? | Yes | No | |
| 2. | Authority to Sign a Bid - Is the form duly completed and is a certified copy of the resolution attached? | Yes | No | |
| 3. | Tax Clearance Certificate - Is an ORIGINAL and VALID Tax Clearance Certificate attached? | Yes | No | |
| 4. | MBD 4 (Declaration of Interest) - Is the form duly completed and signed? | Yes | No | |
| 5. | MBD 6.1 (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached? | Yes | No | |
| 6. | MBD 8 (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed? | Yes | No | |
| 7. | MBD 9 (Certificate of Independent Bid Determination) - Is the form duly completed and signed? | Yes | No | |
| 8. | MBD 15 (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? | Yes | No | |
| 9. | OHASA (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached? | Yes | No | |
| 10. | For of Indemnity - Is the form duly completed and signed? | Yes | No | |
| 11. | Schedule of Work Experience of Tenderer - Is the form duly completed and signed? | Yes | No | |
| 12. | MBD 7.2 (Contract form – Services) - Is the form duly completed and signed? | Yes | No | |
| 13. | DATA BASE REGISTRATION - Is the form duly completed and signed? Are ALL the supporting documents attached? | Yes | No | |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

2. TENDER NOTICE & INVITATION TO TENDER

TENDER NO. SC 1377/2013

SUPPLY AND ERECTING OF FENCES IN THE OVERSTRAND AREA WITH A CONTRACT PERIOD ENDING 30 JUNE 2016

Tenders are hereby invited for the: **Supply and Erecting of Fences in the Overstrand Area with a contract period ending 30 June 2016.**

Tender documents, in English, are obtainable from Thursday, 08 August 2013, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30 upon payment of a **tender participation fee of R130.00 per set**. Alternatively the documents may be downloaded free of charge from the website: www.overstrand.gov.za.

Sealed Tenders, with “**Tender No. SC 1377/2013: Supply and Erecting of Fences in the Overstrand Area with a contract period ending 30 June 2016.**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Tenders may only be submitted on the Tender documentation provided by the Municipality.

Tenderers should have an estimated CIDB contractor grading of at least 1SQ or higher.

The closing date and time of the Tender is on 13 September 2013 at 12h00 and tenders will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for 60 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

The Overstrand Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tenders, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to Mr. De Wet Nel at telephone number: 028 313 8117.



3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

| Full name of Director | Residential address | Signature |
|-----------------------|---------------------|-----------|
| | | |
| | | |
| | | |
| | | |

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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



3. PARTNERSHIP

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

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

| Full name of partner | Residential address | Signature |
|----------------------|---------------------|-----------|
| | | |
| | | |
| | | |
| | | |

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

4. CLOSE CORPORATION

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

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

| Full name of member | Residential address | Signature |
|---------------------|---------------------|-----------|
| | | |
| | | |
| | | |
| | | |

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



4. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

| | | | |
|---|-------------|--|--|
| 1. Name of firm (Lead partner) | | | |
| Address | | | |
| | Tel. No. | | |
| Signature | Designation | | |

| | | | |
|------------------------|-------------|--|--|
| 2. Name of firm | | | |
| Address | | | |
| | Tel. No. | | |
| Signature | Designation | | |

| | | | |
|------------------------|-------------|--|--|
| 3. Name of firm | | | |
| Address: | | | |
| | Tel. No. | | |
| Signature | Designation | | |

| | | | |
|------------------------|-------------|--|--|
| 4. Name of firm | | | |
| Address | | | |
| | Tel. No. | | |
| Signature | Designation | | |

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



5. Standard Conditions of Tender

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

- Note:**
- 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
 - 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

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- b) **comparative offer** means the tenderer's financial offer after all tendered parameters that will affect the value of the financial offer have been taken into consideration in order to enable comparisons to be made between offers on a comparative basis
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and 35
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body
- f) **quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 The employer's right to accept or reject any tender offer

F.1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.1.5.2 The employer may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive

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position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

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F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

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F.2.13 Submitting a tender offer

- F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.
- F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.
- F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

- F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.
- F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

- F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

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F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data F.2.20 Submit securities, bonds, policies, etc. If requested, submit for the employer’s acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer’s undertakings

F.3.1 Respond to requests from the tenderer

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

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F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, preferences claimed and time for completion for the main tender offer only.

F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

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F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.

F.3.9.2 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F.3.9.3 Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.

F.3.9.4 Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:

- a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.

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- b) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Financial offer

In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- c) Re-rank all tenderers should there be compelling and justifiable reasons not to recommend the highest ranked tenderer and recommend the highest ranked tenderer, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.3 Methods 2: Financial offer and preference

In the case of a financial offer and preferences:

- a) Score each tender in respect of the financial offer made and preferences claimed, if any, in accordance with the provisions of F.3.11.7 and F.3.11.8.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NP$$

Where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

Np is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points, and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated

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F.3.11.4 Method 3: Financial offer and quality

In the case of a financial offer and quality:

- a) Score each tender in respect of the financial offer made and the quality offered in accordance with the provisions of F.3.11.7 and F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula:

$$TEV = NFO + NQ$$

Where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.5 Method 4: Financial offer, quality and preferences

In the case of a financial offer, quality and preferences:

- a) Score each tender in respect of the financial offer made, preference claimed, if any, and the quality offered in accordance with the provisions of F.3.11.7 to F.3.11.9, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Calculate the total number of tender evaluation points (*TEV*) in accordance with the following formula, unless otherwise stated in the Tender Data:

$$TEV = NFO + NP + NQ$$

Where: *NFO* is the number of tender evaluation points awarded for the financial offer made in accordance with F.3.11.7;

NP is the number of tender evaluation points awarded for preferences claimed in accordance with F.3.11.8.

NQ is the number of tender evaluation points awarded for quality offered in accordance with F.3.11.9.

- c) Rank tender offers from the highest number of tender evaluation points to the lowest.
- d) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.
- e) Rescore and re-rank all tenderers should there be compelling and justifiable reasons not to recommend the tenderer with the highest number of tender evaluation points and recommend the tenderer with the highest number of tender evaluation points, unless there are compelling and justifiable reasons not to do so and the process set out in this sub-clause is repeated.

F.3.11.6 Decimal places

Score financial offers, preferences and quality, as relevant, to two decimal places.

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F.3.11.7 Scoring Financial Offers

Score the financial offers of remaining responsive tender offers using the following formula:

$$NFO = W1 \times A$$

Where: *NFO* is the number of tender evaluation points awarded for the financial offer.

W1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the Tender Data.

A is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

| Formula | Comparison aimed at achieving | Option 1a | Option 2a |
|---|---|---------------------------------|-------------|
| 1 | Highest price or discount | $A = (1 + \frac{(P-P_m)}{P_m})$ | $A = P/P_m$ |
| 2 | Lowest price of percentage commission/fee | $A = (1 - \frac{(P-P_m)}{P_m})$ | $A = P_m/P$ |
| <ul style="list-style-type: none"> <i>P_m</i> is the comparative offer of the most favourable comparative offer <i>P</i> is the comparative offer of the tender offer under consideration | | | |

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring quality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$NQ = W2 \times SO / MS$$

Where: *SO* is the score for quality allocated to the submission under consideration;

MS is the maximum possible score for quality in respect of a submission; and

W2 is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer, if in the opinion of the employer, it does not present any unacceptable commercial risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,

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- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

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| 6. GENERAL CONDITIONS OF TENDER |
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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 Avenue, 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]*

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13. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
PO Box 20
Hermanus, 7200

14. Value-Added Tax (VAT)

- 14.1. 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.
- 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 14.3. 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.
- 14.4. The VAT registration number of the Municipality is 4140106396.

15. Standard Payment Terms

- 15.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 15.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 15.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 15.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 15.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.

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7. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder **must** be in order, or that satisfactory arrangements have been made with South African Revenue 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

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8. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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| 3.9. | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | | NO | |
| 3.9.1. | If so, furnish particulars: | | | | |
| | | | | | |
| 3.10. | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | | NO | |
| 3.10.1. | If so, furnish particulars: | | | | |
| | | | | | |
| 3.11. | Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO | |
| 3.11.1. | If so, furnish particulars: | | | | |
| | | | | | |
| 3.12. | Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state? | YES | | NO | |
| 3.12.1. | If so, furnish particulars: | | | | |
| | | | | | |
| 3.13. | Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract? | YES | | NO | |
| 3.13.1. | If so, furnish particulars: | | | | |
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9. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

NB:
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
 - (a) the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
 - (b) the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
 - 1. Price; and
 - 2. B-BBEE Status Level of Contribution.

1.3.1. The maximum points for this bid are allocated as follows:

| | POINTS |
|--|---------------|
| 7.1.1.1. Price | 80 |
| 7.1.1.2. B-BBEE status level of contribution | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

- 1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The Municipality reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the Municipality.

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;



- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“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;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, 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;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“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; and
- 2.18. *“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. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.



4. POINTS AWARDED FOR PRICE

4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA’s approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



6. BID DECLARATION

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

| | |
|--|--|
| 6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1 | |
| 6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate | |
| 6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points) | |

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

| | | | | |
|---|-----|--|----|---|
| 7.1. Will any portion of the contract be sub-contracted? <i>(Tick applicable box)</i> | YES | | NO | |
| 7.1.2. If yes, indicate: | | | | |
| 7.1.2.1. what percentage of the contract will be subcontracted? | | | | % |
| 7.1.2.2. the name of the sub-contractor? | | | | |
| 7.1.2.3. the B-BBEE status level of the sub-contractor? | | | | |
| 7.1.2.4. whether the sub-contractor is an EME? <i>(Tick applicable box)</i> | YES | | NO | |

8. DECLARATION WITH REGARD TO COMPANY/FIRM

| | | | |
|--|---|--|--|
| Name of Enterprise | | | |
| VAT registration number | | | |
| Company registration number | | | |
| TYPE OF ENTERPRISE <i>(Tick applicable box)</i> | Partnership / Joint Venture / Consortium | | |
| | One person business / sole proprietor | | |
| | Company | | |
| | Close Corporation | | |
| Describe principal business activities | | | |
| | | | |
| | | | |
| | | | |
| Company Classification <i>(Tick applicable box)</i> | Manufacturer | | |
| | Supplier | | |
| | Professional service provider | | |
| | Other service providers, e.g. transporter, etc. | | |
| TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS | | | |



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
1. The information furnished is true and correct;
 2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
 - c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - e) forward the matter for criminal prosecution

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



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

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

| | | | |
|-------|--|------------|-----------|
| 4.1 | Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i> | Yes | No |
| 4.1.1 | If so, furnish particulars: | | |
| 4.2 | Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i> | Yes | No |
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes | No |
| 4.3.1 | If so, furnish particulars: | | |



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

5. CERTIFICATION

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

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

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



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

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



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

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

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



12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)

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

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

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

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

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

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

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

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

| Signature | Position | Date |
|-----------|----------|------|

| | |
|--|---|
| <p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p>Apply official stamp of authority on this page:</p> |
|--|---|



**13. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

WRITTEN AGREEMENT

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

BETWEEN:

OVERSTRAND MUNICIPALITY

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 Overstrand Municipality is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is 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

OVERSTRAND MUNICIPALITY

And

 (Name of the MANDATARY)

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

I, _____,
 representing the MANDATARY do hereby acknowledge that _____
 (*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 Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

| SIGNED ON BEHALF OF MANDATORY | | | |
|-------------------------------|--|--------|--|
| DATE: | | PLACE: | |
| PRINT NAME: | | | |
| CAPACITY: | | | |
| SIGNATURE: | | | |

| SIGNED ON BEHALF OF THE MUNICIPALITY | | | |
|--------------------------------------|--|--------|--|
| DATE: | | PLACE: | |
| PRINT NAME: | | | |
| CAPACITY: | | | |
| SIGNATURE: | | | |



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

| | |
|---|--|
| _____ <i>(Municipality)</i> | |
| 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: | |
| (i) Contractor's registration number with the office of the Compensation Commissioner: | |
| (ii) Proof that assessment has been paid: | A copy of a receipt must be handed in, or a 'Letter of Good Standing' in this regard. |
| Signature of CONTRACTOR: | |
| Date: | |



14. FORM OF INDEMNITY

INDEMNITY

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

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

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

| | |
|--------------------------|--|
| SIGNATURE OF CONTRACTOR: | |
| DATE: | |

| | |
|-------------------------|--|
| SIGNATURE OF WITNESS 1: | |
| DATE: | |
| SIGNATURE OF WITNESS 2: | |
| DATE: | |



15. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

To register with the CIDB, please contact:

CIDB
 14 Long Street
Cape Town
 Tel: 0861 972 222
 Fax: 086 674 0293

| | | | |
|---------------------------|--|----------------------------|--|
| CIDB GRADING REQUIRED: | | CIDB GRADING OF FIRM | |
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



PART B – SPECIFICATIONS AND PRICING SCHEDULE



16. SPECIFICATIONS

Scope of Works

Overstrand Municipality is looking to procure the services of a CIDB Graded (1SQ) Contractor to provide all materials, transport, labour and supervision for the construction of various fences in the Overstrand area (from Rooi Els to Pearly Beach) on an “as and when” basis.

1. GENERAL TERMS AND CONDITIONS

1.1. Validity period of Tender.

The tender offer must be valid for 60 days after closing date of tender. Once the tender is evaluated and approved the contract will run until 30/6/2016.

1.2. General requirements

The completed fences shall be plumb, taut to line and ground contour, with all posts, standards and stays firmly set. The height of the lower fencing wire above the ground at posts and standards shall not vary by more than 25mm. Other fencing wires shall not vary by more than 10mm from their prescribed relative vertical positions. The fencing wire shall not exceed 600mm c/c vertical distance from each other.

1.3. Removal of Existing Fences

Contractor will be responsible to remove and dispose of existing fence if the fence needs to be replaced. If the old fence is still in a condition to be used elsewhere it needs to be transported to the municipal stores for safekeeping. Contractor must provide a price per running meter to remove and dispose of existing fence and poles.

1.4. Site works

The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire so as not to create a hazard. The contractor must remove and dispose of any spoil materials and leave the works neat and tidy on completion.

1.5. Minor Repairs

Fences that are still in good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing wires and replanting of poles.

1.6. General Work/Dayworks/Callouts

Work that is not specified and not a rate for that could be claimed by means of a Dayworks rate up to a maximum of 8 hrs per day. The contractor shall be required to purchase materials for Dayworks/Callouts to do repairs and claiming these costs are to be as follows: the actual cost plus 10% of the current list price. The cost shall be those in force at the time of purchase; (current list price) consequently no further adjustment will be made. Costs must be included in invoices once work has been completed.

1.7. Establishment & Penalties

The construction period for each project will be agreed upon by both parties before construction commences. Should the works not be completed within the agreed upon period, a penalty of R200/day will apply for each day in breach. The successful contractor will be required to establish on site within 14 days of the date of an official order having been placed, failing which a penalty of R 500/day will apply for each day in breach.

1.8. Escalation

Prices must be fixed for the first year of the contract period from date of commencement, thereafter 8% escalation per year will be allowed until the end of the contract period ending 30 June 2016.

| | | | |
|--------------|--|-----------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |



1.9. References

All bidders need to provide as much references and information as possible on the attached list.

1.10. Compliance with Occupational Health and Safety Act 1993

Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. 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.

In order to ensure that this written agreement is honored 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.

Tenderer would need to have a valid letter of good standing with regards to Occupational Health and Safety from the Compensation Commissioner in order for his tender to be valid and evaluated.

1.11. CIDB Rating

The successful contractor will need to have a minimum CIDB grading of **1SQ** or higher for fencing, pre-cast concrete, palisade or steel fencing.

2. SPECIFICATIONS AND DIFFERENT FENCING MATERIALS

2.1. Materials

2.1.1. Timber Posts, stays and intermediate poles

2.1.1.1. Timber corner posts and stays for 1.2m & 1.8m high fences to be 80-100mm Pine tapered poles:

2.1.1.1.1. For 1.2m high fences – poles to be 1.8 meter in lengths.

2.1.1.1.2. For 1.8m high fences – poles to be 2.4 meter lengths.

2.1.1.2. Timber corner posts and stays for 2.4 high fences to be 100-120mm Pine tapered poles:

2.1.1.2.1. For 2.4m high fences – poles to be 3.0 meter lengths.

2.1.1.3. Intermediate poles will vary for each different height of fence:

2.1.1.3.1. For 1.2m high fences – poles to be 50-79mm in diameter.

2.1.1.3.2. For 1.8m high fences – poles to be 80-100mm in diameter.

2.1.1.3.3. For 2.4m high fences – poles to be 100-120mm in diameter.

Note: Intermediate poles for smooth wire and barb wire fences must be Y-standards of suitable length and encased in concrete footings of 200mm x 200mm x 500mm deep.

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- 2.1.1.4. Must be manufactured to SABS 457 specifications and CCA treated to SABS CCA H4 specifications. Intermediate posts to be planted at a maximum c/c distance of 3metres.
- 2.1.1.5. Straining posts shall be erected at all ends, corners and bends in the line of fences and at all junctions with other fences. All posts shall be accurately aligned and set plumb. After posts have been firmly set in accordance with the foregoing requirements, the fence wire shall be attached thereto. All posts to be planted in concrete (15Mpa).
- 2.1.1.6. Foundations shall vary for different types of fences:
 - 2.1.1.6.1. Foundation sizes for 1.2m high fences: 300mm x 300mm x 500mm deep.
 - 2.1.1.6.2. Foundation sizes for 1.8m high fences: 400mm x 400mm x 600mm deep.
 - 2.1.1.6.3. Foundation sizes for 2.4m high fences: 400mm x 400mm x 600mm deep.

2.1.2. Bolts for Stays (all fencing types)

All bolts for stays shall be galvanized steel bolts of the required length and diameter, which shall not be less than 12mm diameter. All the necessary bolts together with nuts and washers must be supplied by the contractor. Above mentioned items must be hot dipped galvanized in accordance with SANS 763 type C1.

2.1.3. Galvanized fencing wire staples (all fencing types)

40mm in length, 4.00mm in diameter could alternatively be used instead of binding wire to fix fencing and wire to poles.

2.1.4. Wire (all fencing types)

- 2.1.4.1. Smooth wire shall comply with the requirements of SANS 675 and shall be of the types specified below:
 - 2.1.4.1.1. Fencing wire shall be 4.00mm diameter heavy-duty stainless steel wire to SANS 675 specification or in the case of PVC coated fences PVC coated wire must be used. Tying wire shall be 2mm diameter mild steel heavy galvanized wire or PVC coated for tying fencing wire to post and droppers and 1.6mm mild steel heavy galvanized wire or PVC coated for tying netting and mesh wire to fencing wire.
 - 2.1.4.1.3. All fencing wire shall be wired to the sides of posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully stretched and hung without sag, and with true alignment, care being exercised not to stretch the wire so tightly that it will break or that end, corner, straining posts will be pulled up.
 - 2.1.4.1.4. Each strand of fencing wire shall be securely fastened in the correct position to each post with soft galvanized binding wire. The binding wire for each horizontal fence wire shall pass through a hole or notch in the post to prevent slipping of the fence wire in a vertical direction, while the ends of the wire shall be wound at least four times around the fencing wire to prevent it moving in a vertical direction.

2.1.5. Galvanized Welded Mesh (1.2m, 1.8m, 2.4m)

Weld mesh 50mm x 50mm x 3.15mm (class C) thick shall be used. The welded mesh shall comply with the requirements of SANS 1024. Weld mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

2.1.6. Anti-climb Welded mesh fencing (2.4m)

Welded mesh fencing shall be of dimensions that prevent bolt cutters from entering and cutting the wires. The specification of the welded mesh fence wiring shall be:

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| | Vertical: | Horizontal: |
|----------------|---------------------------|---------------|
| Wire Diameters | 4mm | 4mm |
| Mesh Sizes | 76.2mm x 12.7mm (Centres) | |
| Panel sizes | Width: Up to 3050mm | Height 2400mm |

2.1.7. Standard and High Density Welded Razor Mesh (2.4m)

2.1.7.1. Spacing's and panel sizes for Welded Razor Mesh

| | Width | Height |
|---------------------------------------|-------|--------|
| Standard: Centre to Centre | 150mm | 300mm |
| Aperture | 125mm | 250mm |
| High density: Centre to Centre | 75mm | 150mm |
| Aperture | 50mm | 95mm |
| Panel size | 6m | 2400mm |

2.1.8. Barb Wire Fences and Smooth wire fence (1.2m, 1.8m, 2.4m)

Barb Wire 2 x 2.00mm diameter wire to be used and must be fully galvanized. Smooth wire 4mm diameter stainless steel wire to be used. Wire must comply with the SANS requirements. The number of strands of fence wires varies from 6 for a 1.2 meter high fence, 9 for a 1.8 meter high fence and 12 for a 2.4 meter high fence. Barb wire shall be stretched and securely fastened to the fence poles. Fence wires may be either barbed wire or smooth wire or a combination of barbed and smooth wire.

2.1.9. Galvanized Diamond Mesh Fences (1.2m, 1.8m, 2.4m)

Aperture 50 x 50mm, wire diameter 3.15mm, fully galvanized and must comply with SANS requirements. Mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

2.1.10. Plastic coated Diamond Mesh Fences (1.2m, 1.8m, 2.4m)

Aperture 50 x 50mm, wire diameter 3.15mm, fully galvanized and plastic coated and must comply with SANS requirements. Mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

2.1.11. Vibracrete Fences (1.2m, 1.8m, 2.4m,)

- 2.1.11.1. Post and plain slabs to comply with requirements for erecting vibracrete fences 1.2meter high, 1.8 meter high and 2.4m high. Poles to be planted in concrete and left to cure before slabs are placed. Standard slab sizes and poles to be used.
- 2.1.11.2. Foundation Sizes for 1.2 meter high walls: 300mm x 300mm x 600mm.
- 2.1.11.3. Foundation Sizes for 1.8 meter high walls: 300mm x 300mm x 600mm.
- 2.1.11.4. Foundation Sizes for 2.4 meter high walls: 400mm x 400mm x 600mm.

2.1.12. Flat wrap razor wire

- 2.1.12.1. The flat wrap consists of a 500mm single strand spring steel wire 2.5mm diameter heavy galvanized to which a razor tape has been attached. Coils manufactured from 304L stainless steel must be used in coastal areas. Flat wrap razor wire to be securely fixed at the top of the fences where necessary.
- 2.1.12.2. If necessary extended arm brackets must be secured on top of the fence to enable the contractor to fix the razor wire to the top of the fence. The coils shall be securely tied to the extension arms with 1.6mm galvanized steel wire at each post. Steel strands (3) (top, middle and bottom) to be stretched and secured to the extended arm brackets and razor wire fixed onto it. Razor wrap shall be securely tied to the steel strands using 1.6mm wire. Each 500mm circle of razor wire shall be tied at three places. This is likely to be needed at vibracrete fences

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and or existing brick boundary walls. Rate to include the supply and installation of the brackets, razor wire and steel wire strand.

2.1.13. Wall Spikes

Spike lengths of 1500mm and is 30-40mm wide. The spikes should stand 80mm high above the pre-cast wall. The spikes must be made of 1.2mm thick pre-galvanized steel.

2.1.14. Gates

- 2.1.14.1. Gates installed need to be securely fixed to fencing poles.
- 2.1.14.2. Galvanized Pedestrian Gates 1.2m High Covered with Diamond Mesh - width 1m pipe, diameter pipe 27mm.
- 2.1.14.3. Galvanized Domestic Gates 1.8m High Covered with Diamond Mesh – width 1m, diameter pipe 38mm.
- 2.1.14.4. Galvanised Domestic Gates 1.8m High Covered with Diamond Mesh – width 3m, diameter pipe 38mm
- 2.1.14.5. Galvanised Domestic Gates 2.4m High Covered with Diamond Mesh – width 4m, diameter pipe 38mm

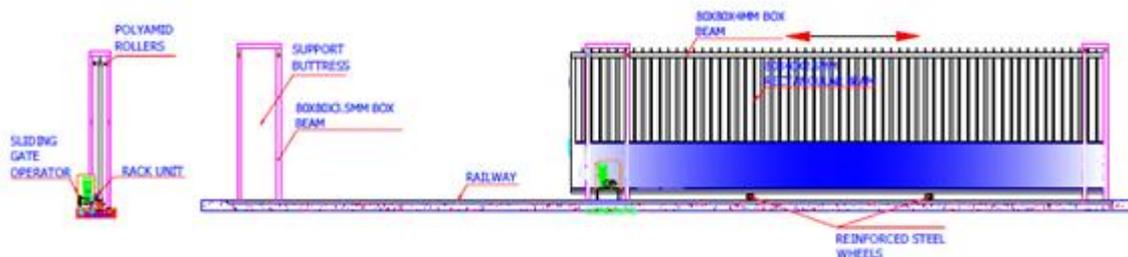
| Fence Height (mm) | Pale profile Sections | Horizontal Rails Angle Section (mm) | Posts | |
|----------------------|-----------------------|---|----------------|----------------|
| | “D” (mm) | | IPE Section | Length (mm) |
| 1800 | 3 | 40 x 40 x 6 | 98 x 55 | 2325 |
| 2400 | 3 | 45 x 45 x 6 | 98 x 55 | 3125 |

2.1.15. Palisade Fencing (1.8m, 2.4m)

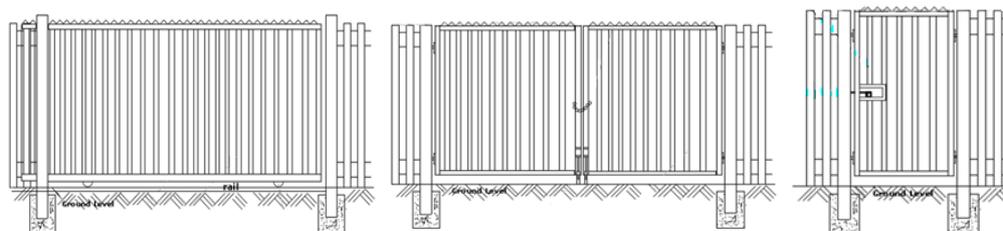
All profiles, rails and posts to be hot dip galvanized. “D” profile pale sections is to be used at all times. M8 saddlehead bolts with permacone snap-off tamper proof nut to be used for fitting of pale sections and M12 cup square bolt with permacone tamper proof nut to be used for fixing horizontal rails.

2.1.16. Palisade Gates (All Hot dip galvanized)

- 2.1.16.1. **Sliding Gate:** 5 meter wide, Height: 1.8 meter or 2.4 meter. The main frame of the sliding gate is 80x80x4mm box beam. Vertical palisade bars are placed 130mm apart from each other. The buttresses are manufactured from 80x80x3mm box beams. 4 Polyamid rollers to keep the gate vertical and in line. Buttresses to be fixed to concrete footings by steel anchors.
- 2.1.16.2. **Swing gates:** 2 x 3 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 130mm apart from each other. Provision must be made for a barrel bolt and drop bolts.
- 2.1.16.3. **Pedestrian gate:** 1.5 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 130mm apart from each other. Provision must be made for a barrel bolt.
- 2.1.16.4. See Similar Drawing of sliding and swing gates:
- 2.1.16.4.1. Examples of Palisade Sliding gate, swing gate and pedestrian gate:



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2.1.17. Electric Fences (Wall Top Electrical Fencing)

- 2.1.17.1. An electric fence means “an electrified barrier erected on top of a boundary wall or attached to a boundary wall or fence”.
- 2.1.17.2. Electric fences shall conform to the following:
 - 2.1.17.2.1. Vertical brackets to be used.
 - 2.1.17.2.2. Brackets to hold 5 lines.
 - 2.1.17.2.3. All brackets to be galvanized.
 - 2.1.17.2.4. Electric fences not to be higher than 450 mm.
 - 2.1.17.2.5. They must be at least 1800mm above the level of natural ground at any point.
 - 2.1.17.2.6. They may only be erected on top of walls and fences, or attached to them.
 - 2.1.17.2.7. They may not encroach over site boundaries.
 - 2.1.17.2.8. Electrical power/take off points will be supplied by the municipality.
 - 2.1.17.2.9. Warning Signs: Electric fencing installed along a public road or pathway shall be securely identified with YELLOW WARNING SIGNS (100 x 200 cm) at intervals not exceeding 10 metres. All gates and access points to have warning signs.
- 2.1.17.3. Upon Completion of installation Contractor is to provide the municipality with a COCC.
- 2.1.17.4. Installations to comply with LEGAL REQUIREMENTS FOR ELECTRIFIED FENCING (SANS 60335-2-76 - South Africa) and to comply with SANS 10222-3:2011.
- 2.1.17.5. Regulation 11 of the Electrical Machinery Regulations promulgated in terms of the Occupational Health and Safety Act, No 85 of 2003 must be fully complied with:
- 2.1.17.6. Regulation 11 of the above Act gives information in terms of how electric fences operate in terms of the shock they impart. For instance, the peak value of voltage is 10 kV; the maximum duration of the electrical impulse it puts out is 50 ms; the minimum interval allowed between impulses is 0.75s; the maximum quantity of electricity per impulse allowed is 2.5 mC; and the maximum energy discharge per impulse measured at a resistance of 500 ohms is 8 J.
- 2.1.17.7. Other points in Regulation 11 include (but are not limited to):
 - 2.1.17.7.1. “Fence energizers” shouldn’t be installed in locations where they could become a fire hazard. They shouldn’t be installed any closer than 2 m from the earth of any other electrical system. Barbed-wire should never be electrified.

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17. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

| EMPLOYER – Name of Firm (Name, Tel, Fax, Email) | | Contact Person (Name, Tel, Fax, Email) | | VALUE OF WORK (INCL. VAT) | DATE COMPLETED |
|--|--|---|--|------------------------------|-------------------|
| Name | | Name | | | |
| Tel | | Tel | | | |
| Fax | | Fax | | | |
| Email | | Email | | | |
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Attach additional pages if more space is required.

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| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | | | | |
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| 18. PRICING SCHEDULE |
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| |
|--------------|
| NOTE: |
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- | |
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| <ol style="list-style-type: none"> 1. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination. 2. Document MUST be completed in non-erasable black ink and 3. NO correction fluid/tape may be used. |
|--|

I / We _____

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

of the firm _____

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

PRICING SCHEDULE:

The quantities listed in the pricing schedule are only for tender evaluation purposes and may vary according to the demand, site conditions, budget, etc. Contractors may tender for all the items or specific sections of fencing only.

Please fill in rates for all items in the sections tendered for. Do not write n/a and do not use correction fluid on the pricing schedule. Tenderers will be appointed for the sections they tender for and according to the rates and not the total tendered amounts.

PLEASE FIND PRICING SCHEDULE ON PAGE 52.

Supply and Erect Fencing on an “as and when” basis

Rates to include all labour and materials and installation for: concrete, posts, stays, fencing wire and intermediate posts to erect fences and gates and other work as specified.

| SECTION 1 | Unit | Quantity | Rates (Incl. VAT) Rate/m OR Rate/m ³ OR Rate/item | Total (Incl. VAT) |
|---|----------------|----------|---|-------------------|
| 1.2m high Galvanized welded mesh fence | m | 100 | | |
| 1.8m high Galvanized welded mesh fence | m | 350 | | |
| 2.4m high Galvanized welded mesh fence | m | 200 | | |
| 1.8m high Plastic Coated welded mesh fence | m | 350 | | |
| 2.4m high Plastic Coated welded mesh fence | m | 200 | | |
| 1.2m high Galvanized Pedestrian Gate (1m width) | Item | 2 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| Rate for rock excavation | m ³ | 2 | | |
| Supply and erect 500mm razor flat wrap on top of fence (including brackets/extended arms and wire strand to secure flat wrap wire to) | m | 350 | | |
| Supply and erect 1 strand barb wire on top of fence | m | 100 | | |
| Removal of Existing Fence and Poles per running meter | m | 100 | | |
| General Work/Dayworks | Hr | 8 | | |
| Minor Repairs to fencing (Fixing holes, straitening existing fence and/or replanting of poles) | m | 20 | | |
| TOTAL FOR SECTION 1 | | | | |

| SECTION 2 | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|---|----------------|----------|-----------------------|-----------------------|
| 1.2m high Barb wire fence | m | 100 | | |
| 1.2m high Smooth wire fence | m | 100 | | |
| 1.2m high Barb and Smooth wire combination fence | m | 100 | | |
| 1.8m high Barb wire fence | m | 100 | | |
| 1.8m high Barb and Smooth wire combination fence | m | 100 | | |
| 2.4 m high Barb wire fence | m | 100 | | |
| 1.2m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| Rate for rock excavation | m ³ | 2 | | |
| Supply and erect 500mm razor flat wrap on top of fence (including brackets/extended arms and wire strand to secure flat wrap wire to) | m | 100 | | |
| Supply and erect 1 strand barb wire on top of fence | m | 100 | | |
| Removal of Existing Fence and Poles per running meter | m | 100 | | |
| General Work/Dayworks | Hr | 4 | | |
| Minor Repairs to fencing (Fixing, straitening existing fence and/or replanting of poles) | m | 100 | | |
| TOTAL FOR SECTION 2 | | | | |

| SECTION 3 | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|---|----------------|----------|-----------------------|-----------------------|
| 1.2m high Galvanized Diamond Mesh fence | m | 70 | | |
| 1.8m high Galvanized Diamond Mesh fence | m | 70 | | |
| 2.4m high Galvanized Diamond Mesh fence | m | 70 | | |
| 1.2m high PVC Coated Diamond Mesh fence | m | 70 | | |
| 1.8m high PVC Coated Diamond Mesh fence | m | 70 | | |
| 2.4m high PVC Coated Diamond Mesh fence | m | 70 | | |
| 1.2m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| Rate for rock excavation | m ³ | 2 | | |
| Supply and erect 500mm razor flat wrap on top of fence (including brackets/extended arms and wire strand to secure flat wrap wire to) | m | 70 | | |
| Supply and erect 1 strand barb wire on top of fence | m | 70 | | |
| Removal of Existing Fence and Poles per running meter | m | 70 | | |
| General Work/Dayworks | Hr | 4 | | |
| Minor Repairs to fencing (Fixing holes, straitening existing fence and/or replanting of poles) | m | 70 | | |
| TOTAL FOR SECTION 3 | | | | |

| SECTION 4 | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|---|----------------|----------|-----------------------|-----------------------|
| 2.4m high Anti-climb Welded Mesh fence | m | 40 | | |
| 2.4m high Standard Welded Razor Mesh | m | 40 | | |
| 2.4m high High Density Welded Razor Mesh | m | 40 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) (covered with anti-climb welded mesh or welded razor mesh) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) covered with anti-climb welded mesh or welded razor mesh) | Item | 1 | | |
| Rate for rock excavation | m ³ | 2 | | |
| Supply and erect 500mm razor flat wrap on top of fence (including brackets/extended arms and wire strand to secure flat wrap wire to) | m | 40 | | |
| Removal of Existing Fence and Poles per running meter | m | 40 | | |
| General Work/Dayworks | Hr | 4 | | |
| Minor Repairs to fencing (Fixing, straitening existing fence and/or replanting of poles) | m | 40 | | |
| TOTAL FOR SECTION 4 | | | | |

| SECTION 5 | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|--|----------------|----------|-----------------------|-----------------------|
| 1.2m high Vibracrete fence | m | 150 | | |
| 1.8m high Vibracrete fence | m | 150 | | |
| 2.4m high Vibracrete fence | m | 150 | | |
| 1.2m high Galvanized Pedestrian Gate (1m width) | Item | 2 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| Rate for rock excavation | m ³ | 2 | | |
| Supply and erect 500mm razor flat wrap on top of fence (including brackets/extended arms fixed to the walls and wire strand to secure flat wrap wire to) | m | 150 | | |
| Removal of Existing Fence and Poles per running meter | m | 150 | | |
| General Work/Dayworks | Hr | 4 | | |
| Minor Repairs to fencing (replace broken slabs, straitening existing fence and/or replanting of poles) | m | 50 | | |
| Wall Spikes | m | 150 | | |
| TOTAL FOR SECTION 5 | | | | |

| SECTION 6 | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|--|------|----------|-----------------------|-----------------------|
| 1.8m high palisade fence | m | 150 | | |
| 2.4m high palisade fence | m | 150 | | |
| Sliding gate for palisade fence (5 meter wide x 1.8 meter high) (complete with rails and brackets) (manually opened) | Item | 1 | | |
| Sliding gate for palisade fence (5 meter wide x 2.4 meter high) (complete with rails and brackets) (manually opened) (All hot dip galvanized) | Item | 1 | | |
| Sliding gate for palisade fence (5 meter wide x 1.8 meter high) (complete with loops, sliding gate motor, 3 remotes and anti theft gate motor cage. | Item | 1 | | |
| Sliding gate for palisade fence (5 meter wide x 2.4 meter high) (complete with loops, sliding gate motor, 3 remotes and anti theft gate motor cage. (All hot dip galvanized) | Item | 1 | | |
| 1.5 meter wide pedestrian palisade gate with barrel bolt (1.8 meter high) | Item | 1 | | |
| 1.5 meter wide pedestrian palisade gate with barrel bolt (2.4 meter high) | Item | 1 | | |
| Double leaf swing gates for palisade (2 x 3 meter wide each and 1.8 meter high) (manually opened) (All hot dip galvanized) | Item | 1 | | |
| Double leaf swing gates for palisade (2 x 3 meter wide each and 2.4 meter high) (manually opened) (All hot dip galvanized) | Item | 1 | | |
| Removal of Existing Fence and Poles per running meter | m | 150 | | |
| General Work/Dayworks | Hr | 8 | | |
| Minor Repairs to existing fencing (Fixing panels, straitening existing fence and/or replanting of poles) | m | 50 | | |
| TOTAL FOR SECTION 6 | | | | |

| SECTION 7: (Separate Items to supply, install and or repair) | Unit | Quantity | Rates (VAT Inclusive) | Total (Vat Inclusive) |
|--|-------------|-----------------|----------------------------------|----------------------------------|
| 1.2m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (1m width) | Item | 1 | | |
| 1.8m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| 2.4m high Galvanized Pedestrian Gate (4m width) | Item | 1 | | |
| Supply and erect 500mm razor flat wrap on top of a existing wire fence (including brackets/extended arms fixed to the fence and wire strand to secure flat wrap wire to) | m | 100 | | |
| Supply and erect 500mm razor flat wrap on top of a existing Vibracrete fence (including brackets/extended arms fixed to the walls to secure flat wrap wire to) | m | 100 | | |
| Supply and erect 1 strand barb wire on top of existing wire fence | m | 200 | | |
| Wall Spikes on Existing boundary walls | m | 100 | | |
| Sliding gate motors (Supply and replace existing) | Item | 1 | | |
| Removal of Existing Fence and Poles per running meter | m | 200 | | |
| Removal of Existing Vibracrete fence and poles per running meter | m | 150 | | |
| General Work/Dayworks | Hr | 8 | | |
| Minor Repairs to wire fencing (Fixing holes, straitening existing fence and/or replanting of poles) | m | 50 | | |
| Minor Repairs to Vibracrete fencing (replacing slabs, straitening existing fence and/or replanting of poles) | m | 50 | | |
| Supply and install Wall Top Electrical Fencing complete with wires, brackets, COCC and signs. | m | 200 | | |
| Supply and install energizer for electrical fence that work with a sim-card system sending information to email/phone with regards to fence and condition. (Include all additional cost involve with regard to this system, whether it might be monthly/annaul fees or charges) Include additional information on separate page in tender document. Overstrand is not obliged to make use of this technology but may consider such proposals. | Item | 1 | | |



19. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

PART 1 (to be completed in by the service provider)

- 14. I hereby undertake to render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **SC 1377/2013**, 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.

- 15. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - 1. Invitation to bid
 - 2. Tax clearance certificate
 - 3. Pricing schedule(s)
 - 4. Filled in task directive/proposal
 - 5. Preference claims in terms of the Preferential Procurement Regulations 2001
 - 6. Declaration of interest
 - 7. Special Conditions of Contract;
 - (ii) General Conditions of Contract.

- 16. 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.

- 17. 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.

- 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

- 19. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (to be completed by the Overstrand Municipality)

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

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

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

| |
|------------------------------------|
| 20. DECLARATION BY TENDERER |
|------------------------------------|

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

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

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

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



PART C – DATABASE REGISTRATION

| | | | |
|---|---|-----------------|--|
| A | If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION | | |
| SCM DATABASE REGISTRATION NUMBER | | SC | |
| NAME OF FIRM | | | |
| SIGNATURE | | CAPACITY | |
| NAME (PRINT) | | | |

| | |
|----------|--|
| B | If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms: |
| 1 | Database Registration Form |
| 2 | Vraelys Vir Voorkeurverkrygingsbeleid / Questionnaire For Preferential Procurement Policy / Iphepha Lemibuzo Yenqubo Ekhethekileyo Yokufumana |
| 3 | Declaration By Supplier |
| 4 | National Small Business Act No. 102 Of 1996 Classification |
| 5 | Documents Required |
| 6 | Nature Of Operations, Products Or Services |
| 7 | Credit Order Instruction |

FOR OFFICE USE ONLY: *Confirm attachment of the completed documents*

I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official

| | | | | | |
|--|--|------------------------|--|-------------|--|
| <i>Pages removed from page number:</i> | | <i>To page number:</i> | | <i>Date</i> | |
| <i>Print Name</i> | | <i>Signature</i> | | | |

PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

1.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 8 | 16 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 1.1. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 1.2. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 1.3. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 1.4. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 1.5. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 1.6. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 1.7. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

2. BID DECLARATION

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

| | |
|--|--|
| 2.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1 | |
| 2.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate | |
| 2.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points) | |

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

| | | |
|----------|--|--------------------------------------|
| 3 | Persentasie aandeelhouding 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) | % |
| 4 | Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili? | In/Ngaphakathi Uit/Out/Ngaphandle |

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

| | |
|---|---|
| | |
| Handtekening / Signature / Osayinileyo | Getuie / As Witness / Njengengqina |

DECLARATION BY SUPPLIER

| | | | | |
|--------------|--|-----|----|--|
| 1. | This document serves as a declaration to be used by the municipality 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. No Registration will be accepted from persons in the service of the state*. | | | |
| 2.(a) | Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest. | | | |
| 2.(b) | The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: | | | |
| | (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; | | | |
| | (ii) been convicted for fraud or corruption during the past five years; | | | |
| | (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; | | | |
| | (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or | | | |
| | (v) 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). | | | |
| 3. | In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths. | | | |
| 3.1 | Print full Name: | | | |
| 3.2 | Company/CC Registration or ID Number: | | | |
| 3.3 | Are you presently <i>in the service of the state</i> ? * | YES | NO | |
| 3.3.1 | If so, furnish particulars. | | | |
| 3.4 | Have you been <i>in the service of the state</i> for the past twelve months? | YES | NO | |
| 3.4.1 | If so, furnish particulars. | | | |
| 3.5 | Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid? | YES | NO | |
| 3.5.1 | If so, furnish particulars. | | | |
| 3.6 | Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid? | YES | NO | |
| 3.6.1 | If so, furnish particulars. | | | |
| 3.7 | Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ? | YES | NO | |
| 3.7.1 | If so, furnish particulars. | | | |
| 3.8 | Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ? | YES | NO | |
| 3.8.1 | If so, furnish particulars. | | | |
| 3.9 | Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? | YES | NO | |
| 3.9.1 | If so, furnish particulars. | | | |

| | | | | | |
|---------------|--|-----|--|----|--|
| 3.10 | Is the supplier 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)? | YES | | NO | |
| 3.10.1 | If so, furnish particulars. | | | | |
| 3.11 | Was the supplier 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 | |
| 3.11.1 | If so, furnish particulars. | | | | |
| 3.12 | Does the supplier 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 | |
| 3.12.1 | If so, furnish particulars. | | | | |
| 3.13 | Was any contract between the supplier 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 | |
| 3.13.1 | If so, furnish particulars. | | | | |

CERTIFICATION

I, THE UNDERSIGNED, _____, CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

| | | |
|------------------|-----------------|-------------|
| | | |
| Signature | Position | Date |

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

| | |
|---|---|
| <p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p> | <p>Apply official stamp of authority on this page:</p> |
|---|---|

National Small Business Act No. 102 of 1996 Classification

| 1. Indicate your Economic Sector - Give full description in 1.4 on page 1 | | 2. Indicate the size of your Business if the National Small Business Act applies to your enterprise. | | | | |
|---|--|--|--|-----------------------|---|--|
| Sector or sub-sectors in accordance with the Standard Industrial Classification | | Size of class | Total full-time equivalent of paid employees | Total annual turnover | Total gross asset value (fixed property excluded) | Indicate the category of your business |
| Please indicate your Sector "X" | | Less than: | Less than: | Less than: | Less than: | "X" |
| All Tiers of Government 00001 - 09999 | | Not applicable | Not applicable | Not applicable | Not applicable | Not applicable |
| Agriculture 11001 - 14999 | | Medium | 100 | R 5 m | R 5 m | |
| | | Small | 50 | R 3 m | R 3 m | |
| | | Very small | 10 | R 0.50 m | R 0.50 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Mining and Quarrying 21001 - 29999 | | Medium | 200 | R 39 m | R 23 m | |
| | | Small | 50 | R 10 m | R 6 m | |
| | | Very small | 20 | R 4 m | R 2 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Manufacturing 30001 - 39999 | | Medium | 200 | R 51 m | R 19 m | |
| | | Small | 50 | R 13 m | R 5 m | |
| | | Very small | 20 | R 5 m | R 2 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Electricity, Gas and Water 41001 - 42999 | | Medium | 200 | R 51 m | R 19 m | |
| | | Small | 50 | R 13 m | R 5 m | |
| | | Very small | 20 | R 5.10 m | R 1.90 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Construction 50001 - 50999 | | Medium | 200 | R 26 m | R 5 m | |
| | | Small | 50 | R 6 m | R 1 m | |
| | | Very small | 20 | R 3 m | R 0.50 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999 | | Medium | 200 | R 64 m | R 10 m | |
| | | Small | 50 | R 32 m | R 5 m | |
| | | Very small | 20 | R 6 m | R 0.60 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Retail and Motor Trade and Repair Services 62101 - 63500 | | Medium | 200 | R 39 m | R 6 m | |
| | | Small | 50 | R 19 m | R 3 m | |
| | | Very small | 20 | R 4 m | R 0.60 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Catering, Accommodation and other Trade 64101 - 64299 | | Medium | 200 | R 13 m | R 3 m | |
| | | Small | 50 | R 6 m | R 1 m | |
| | | Very small | 20 | R 1.50 m | R 0.90 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Transport, Storage and Communications 71001 - 75999 | | Medium | 200 | R 26 m | R 6 m | |
| | | Small | 50 | R 13 m | R 3 m | |
| | | Very small | 20 | R 3 m | R 0.60 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Finance and Business Services 81001 - 88999 | | Medium | 200 | R 26 m | R 5 m | |
| | | Small | 50 | R 13 m | R 3 m | |
| | | Very small | 20 | R 3 m | R 0.50 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |
| Community, Social and Personal Services 91001 - 99999 | | Medium | 200 | R 13 m | R 6 m | |
| | | Small | 50 | R 6 m | R 3 m | |
| | | Very small | 20 | R 1 m | R 0.60 m | |
| | | Micro | 5 | R 0.20 m | R 0.10 m | |

DOCUMENTS REQUIRED

| DOCUMENTS REQUIRED | SOLE PROPRIETOR | CC'S AND PRIVATE COMPANIES | PARTNER-SHIPS | PUBLIC COMPANY | BUSINESS TRUST | NON PROFIT ORGANIZATIONS (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 | 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 | SARS |
| VAT REGISTRATION | Yes | Yes | Yes | Yes | Yes | Yes | SARS |
| U.I.F Certificate | YES | YES, if staff remuneration | YES, if staff remuneration | Department of Labour |
| Workman's Compensation | YES, if staff remuneration | YES, if staff remuneration | Department of Labour |
| Security Officer' s Board | If applicable –for security industry | If applicable –for security industry | Security Service Regulatory Authority |
| Proof of Disability | If owner is disabled | If Shareholder is disable | If Shareholder is disabled | If Shareholder is disable | If Shareholder is disable | If Shareholder is disabled | |
| Proof of Identity CERTIFIED | Owner | Directors / Members | Partners | Directors | Trustees | Directors | |

| FOR OFFICE USE ONLY: | | | |
|-------------------------------------|--|----------------------|--|
| BUSINESS NAME | | | |
| DATE RECEIVED | | DATE CAPTURED | |
| ACCEPTED | | | |
| DATABASE REGISTRATION NUMBER | | | |