



TENDER NO.: SC 1361/2013

**SUPPLY AND DELIVERY OF INVENTORY ITEMS TO OVERSTRAND
MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2015**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE: SCM UNIT

OVERSTRAND MUNICIPALITY

PO BOX 20

HERMANUS

7200

CONTACT:

NAME: **MS. V LYNERS-SWARTZ**

TELEPHONE: **028 313 5027**

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	<u>PRICING SCHEDULES</u>

MAY 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 1361/2013					
TENDER TITLE:	SUPPLY AND DELIVERY OF INVENTORY ITEMS TO OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2015					
CLOSING DATE:	2013/06/14		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	N/A	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A			
BID BOX NO:	1	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:	90	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) :	N/A
DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

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

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	VALMARIE LYNERS-SWARTZ
TEL. #	028 313 8956	028 313 5027

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

1. CHECKLIST

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.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
3.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
4.	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	
5.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
6.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
7.	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	
8.	OHASA Is the form duly completed and signed?	Yes	No	
9.	Form of Indemnity Is the form duly completed and signed?	Yes	No	
10.	Specifications Is the form duly completed and signed?	Yes	No	
11.	Pricing Schedules Is the form duly completed and signed?	Yes	No	
12.	MBD 7.1 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 1361/2013****SUPPLY AND DELIVERY OF INVENTORY ITEMS TO OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2015**

Tenders are hereby invited for: **Supply and delivery of Inventory Items to the Overstrand Municipality for a contract period ending 30 June 2015.**

Tender documents, in English, are obtainable from **Friday, 24 May 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. Alternatively the documents can be downloaded free of charge from the website: www.overstrand.gov.za.

Sealed tenders with “**Tender No. SC 1361/2013: Supply and delivery of Inventory Items to the Overstrand Municipality for a contract period ending 30 June 2015.**” clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is on 14 June 2013 at 12h00 and will be opened in public immediately thereafter in the SCM Committee Room, Hermanus Administration.

Tenders must be valid for 90 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 tenders and reserves the right to accept any tenders, as it may deem expedient. Tenders are subject to the General Conditions of Contract and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer enquiries to **Ms. Valmarie Swartz at telephone number: 028 313 5027.**

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. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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- 1.18. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. "Project site" where applicable, means the place indicated in bidding documents.
- 1.22. "Purchaser" means the organization purchasing the goods.
- 1.23. "Republic" means the Republic of South Africa.
- 1.24. "SCC" means the Special Conditions of Contract.
- 1.25. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. "Tort" means in breach of contract.
- 1.28. "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. Invitations to bid are usually published in locally distributed news media and on the municipality / municipal entity website.

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1. The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- 7.3.1. bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 7.3.2. a cashier's or certified cheque
- 7.4. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, and in any subsequent instructions ordered by the purchaser.

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3. Payments shall be made by the purchaser **no later than thirty (30) days** after submission of an **invoice, statement** or claim by the supplier.
- 16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

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18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4. Notwithstanding any reference to mediation and/or court proceedings herein,
- 27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- 27.4.2. the purchaser shall pay the supplier any monies due for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of liability

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- 28.1.1. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- 28.1.2. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

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32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
- 32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

The contractor shall not abandon, transfer, cede, assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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5. 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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6. 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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7. 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.



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:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State ³ Employee Number

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

4. DECLARATION

I, the undersigned (name) _____,

certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against me should this declaration prove to be false.

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

- (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.



8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)

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 exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 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	90
7.1.1.2. B-BBEE status level of contribution	10
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:			



9. 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:			



10. 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)	
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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.



11. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

PHYSICAL ADDRESS(ESS) OF THE BUSINESS	
MUNICIPAL ACCOUNT NUMBER(S)	
1. NAME OF Director / Shareholder / Member / Partner, etc.	
Physical residential address:	
Municipal Account Number:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
2. NAME OF Director / Shareholder / Member / Partner, etc.	
Physical residential address:	
Municipal Account Number:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
3. NAME OF Director / Shareholder / Member / Partner, etc.	
Physical residential address:	
Municipal Account Number:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	
List ALL Municipal Accounts in his / her name:	



4. NAME OF Director / Shareholder / Member / Partner, etc.	
Physical residential address:	
Municipal Account Number:	
List ALL Municipal Accounts in his / her name:	
5. NAME OF Director / Shareholder / Member / Partner, etc.	
Physical residential address:	
Municipal Account Number:	
List ALL Municipal Accounts in his / her name:	

Please Note:

- (a) All properties registered in the name of the tenderer and any of its Directors / Shareholders / members / Partners, etc. must be declared and the municipal account information for such fixed property must be provided.
- (b) Please attach a copy of municipal account(s) not older than 3 months for the listed properties.
- (c) Attach more pages if necessary.

I, _____,

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

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**12. 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, in this regard.
Signature of CONTRACTOR:	
Date:	



13. FORM OF INDEMNITY

INDEMNITY

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

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

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

SIGNATURE OF CONTRACTOR:	
DATE:	

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



14. SPECIFICATIONS & PRICING SCHEDULES

A: SUPPLY AND DELIVERY OF CONSTRUCTION MATERIAL TO OVERSTRAND MUNICIPALITY FOR A CONTRACT PERIOD ENDING 30 JUNE 2015

SPECIAL CONDITIONS

1. Deliveries:

- 1.1. Delivery address will be indicated on the official order as one of the following:
 - 1.1.1. Municipal Store, Main Road, HERMANUS
 - 1.1.2. Municipal Store, 13th Street, KLEINMOND
 - 1.1.3. Municipal Store, Voortrekker Road, GANSBAAI
- 1.2. Delivery of products should **include the delivery, of and off-loading** thereof at the supplier's own risk to the designated delivery addresses as indicated above.
- 1.3. Delivery must take place on normal business days between 08h00 and 13h00.
- 1.4. Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- 1.5. The Municipality will place orders **as and when** required during the contract period.
- 1.6. An official order must be issued before any delivery may be made to the Municipality.
- 1.7. It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities.
- 1.8. Overstrand Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.
- 1.9. Delivery must take place within 10 working days of placing an official order where lead times have not been indicated on the tender document.

2. Pricing:

- 2.1. All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross-referenced to the pricing schedule. In cases where reference to a product does not include extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 2.2. All fields must be completed in order for the tender to be considered. In cases where certain items cannot / are not provided by the tenderer, it must be indicated as such on the tender document.
- 2.3. Tenderers must furnish unit prices for the listed products only.
- 2.4. All prices must include delivery and off-loading at the respective stores mentioned in 1.1 above and **MUST EXCLUDE VAT**.
- 2.5. The annual allowable price increase is equal to CPI or 8%, whichever is the lowest, as from 01 January 2014, except for Bitumen products. Price escalation (rise and fall in terms of CPAF indices will apply for all bitumen products. All industry escalations must be supported with proof of evidence.
- 2.6. All price increases must be communicated (in advance) in writing to the Overstrand Municipality (Supply Chain Management and to the relevant Manager of the user department involved) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality (Mutual agreement). Non-compliance herewith will be for the suppliers own account.
- 2.7. The tender must be valid for 90 (ninety) days after closing date.

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CAPACITY		DATE	
NAME OF FIRM			



3. Quality and quantities:

- 3.1. **Quality Standards:** Special brands, when named, are used to indicate the standard of quality desired. The tenderer’s equivalent submission will be considered provided the tenderer specifies the brand name and furnishes the necessary descriptive literature. In the event the Municipality elects to accept an alternate purported to be equal by the Tenderer, the acceptance of the item(s) will be conditioned on the Municipality’s inspection and testing after receipt. If in the sole judgment of the Municipality the item(s) is determined not to be equal, these items shall be returned at Tenderer’s expense and the release may be terminated.
- 3.2. **Quality test:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 3.3. All product items should carry (minimum of one year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- 3.4. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.
- 3.5. Non-compliance with agreed service delivery, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

4. Standards:

The bidder must be an official retail outlet, distributor or a manufacturer, with these products as its primary/core business focus area. Proof of evidence must be provided, ensuring experience in the industry.

5. Client Base:

Bidders must submit at least two recent (12 months) references as proof of evidence of good client care, including the relevant person (s) telephone, fax numbers and e-mail addresses of similar work undertaken.

6. Information and definitions:

Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Procurement Policy is available for inspection at the Municipal Offices.

PART 2 – PRODUCT SPECIFICATIONS

1. SECTION A – uPVC PIPES AND FITTINGS FOR WATER MAINS & SEWER MAINS

1.1. Items A1 TO A9 on the pricing schedule.

1.1.1. Class 6 – 12 (SABS 966 Part 1)

- 1.1.1.1. The following information must appear on all PVC pressure pipe, and manufactured in accordance with the SABS specifications:
 - 1.1.1.1.1. SABS Mark.
 - 1.1.1.1.2. SABS Specification number.
 - 1.1.1.1.3. Nominal pipe size.
 - 1.1.1.1.4. Pressure class.
 - 1.1.1.1.5. The designation “PVC-U” or “PVC-M”.
 - 1.1.1.1.6. Manufacturer’s trade name or trade mark.

1.1.2. MINIMUM CONDITIONS

All pipes for water mains must be approved by **SABS**.

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1.2. Items A10 – A15 on the pricing schedule.

1.2.1.Cast Iron fittings

All Cast Iron fittings to comply with cast iron fittings for UPVC Pipe to EN 12842 Fusion Bonded Thermoplastic coated internally & externally with Plascoat PPA 571 HES 250 uM . complete with EPDM rubber seal ring.

1.2.2.Couplings:

1.2.2.1.Cast Iron Short Collar

- 1.2.2.1.1. Shall be according to SABS 1223-1985 and bitumen coated according to SABS 1223-1985
- 1.2.2.1.2. Shall bear the SABS mark and a mark that indicates the nominal diameter
- 1.2.2.1.3. The quality provided must be equivalent to “PEFCO” short collar joints
- 1.2.2.1.4. The bolts and nuts shall be stainless steel

1.2.3.Saddles

1.2.3.1.Cast Iron

- 1.2.3.1.1. All saddles shall indicate the pressure rating and the nominal diameter
- 1.2.3.1.2. The saddle piece shall be supplied complete with a base sealing gasket and drilled to 22mm, 28mm or 40mm service leading diameter only
- 1.2.3.1.3. Bolts and nuts composing the saddle shall be stainless steel

1.2.4.Stainless Steel Repair Clamps (SABS 1808-45) (Item A16 on the pricing schedule)

1.2.4.1.Materials

- 1.2.4.1.1. Stainless steel: Type 304 / 316
- 1.2.4.1.2. Locking washer plates: Locks into position for easy tightening of nuts
- 1.2.4.1.3. Lugs: MIG-welded to receiver bar and fully passivated after welding. Leading edge is rounded to prevent them from catching bolt bars during installation
- 1.2.4.1.4. Shell: 2B finish
- 1.2.4.1.5. Bolts: Thread rolled and coated. Bolts MIG-welded to the receiver bar
- 1.2.4.1.6. Nuts: Type 304 or Type 316 stainless steel
- 1.2.4.1.7. Receiver Bar: TIG-welded to shell to form strong fusion
- 1.2.4.1.8. Gasket: Natural rubber formulated for water service. Narrow spacing gridded design; Tapered ends and vulcanized amour plates
- 1.2.4.1.9. Armour: Heavy gauge stainless steel (304 / 316) vulcanized into the gasket at time of moulding, to ensure that it: Fits permanently; Fits perfectly; provides a smooth transition from rubber to metal.

1.2.5.MINIMUM CONDITIONS

- 1.2.5.1. All fittings for water mains must be approved by **SABS**.

1.3. Item A17 on the Pricing Schedule.

1.3.1.Gate Valves:

- 1.3.1.1.To DIN 3352 part 4
- 1.3.1.2.Face tot face dimensions to SABS 664-1989.A
- 1.3.1.3.Flanges and drilling to ISO 7005-2 (EN 1092-2 (EN 1092-2: 1997, DIN 2501)
- 1.3.1.4.Materials:

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- 1.3.1.4.1. Body and bonnet: Ductile iron, GGG-50, to DIN 1693 (BS 2789 grade 500-7)
- 1.3.1.4.2. Coating: Fusion bond epoxy coated
- 1.3.1.4.3. Stern: Stainless steel, DIN X 20 Cr 13
- 1.3.1.4.4. Stern Sealing: NBR wiper ring, 2 NBR O-rings inside and 2 outside a plastic bearing. EPDM rubber manchette
- 1.3.1.4.5. Wedges: Ductile iron, GGG-50, core fully encapsulated with EDM rubber with integral wedge nut of dezincification resistant brass, CZ 132 to BS 2874.
- 1.3.1.4.6. Thrust Collar: Dezincification resistant brass, CZ 132 to BS 2874.
- 1.3.1.4.7. Bonnet bolts: Stainless steel A2, sealed with hot melt
- 1.3.1.4.8. Bonnet gasket: EPDM rubber

1.3.2. MINIMUM CONDITIONS

- 1.3.2.1. All valves for water mains must be approved by **SABS**.

1.4. Items A18 to A23 on the pricing schedule.

1.4.1. Dezincification resistant (DZR) brass Compression Fittings

All DZR compression fittings must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

1.4.2. Brass Taps

All brass taps must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

Plastic Taps

SANS 1024

1.4.3. Copper Tubes

All copper tubes must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

1.5 Items A24 to A26 on pricing schedule

1.5.1 HDPE Pipes:

Class 10 (SABS 533, 1982)

1.5.2 HDPE (Plasson) Compression Fittings

All HDPE compression fittings must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

1.5.3 HDPE (Plasson) SADDLES

- 1.5.3.1 Must be manufactured according to a similar quality associated with Plasson fittings in terms of JASWIC R41:1987 with reinforcing ring
- 1.5.3.2 The female thread on the saddle must be BSP thread
- 1.5.3.3 Bolts and nuts composing the saddle shall be stainless steel

1.5.4 MINIMUM CONDITIONS

- 1.5.4.1 All fittings to be approved by **SABS** and items 1.4.1, 1.4.2, 1.4.3 and 1.4.4 approved by the Joint Acceptance Scheme for Water Installation Components.

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1.6 Items A27 on pricing schedule

1.6.1 General

1.6.1.1 Denso Paste

1.6.1.2 Bolts and Nuts

2 SECTION B – PIPES AND FITTINGS FOR SEWER MAINS

2.5 Items B1 to B6 on the pricing schedule.

2.5.2 All pipes and fittings to comply with the SABS Standard Specifications

2.5.3 uPVC Class 51 – normal duty (100kPa pipe stiffness) (SANS 791: 2002)

2.5.4 uPVC Class 34 – heavy duty (300kPa pipe stiffness) (SANS 791: 2002)

2.5.5 U/G Fittings for Sewer – SABS 1601

3 SECTION C – STORM-WATER PIPES

3.5 Items C1 to C2 of the pricing schedule

3.5.2 HIGH-DENSITY POLYETHYLENE RESIN STRUCTURED WALL

3.5.2.1 Manufactured in accordance with KWH Pipe international standards which are in accordance with pr EN 13467-I and form part of ISO 9001:2000 management system

3.5.2.2 Stiffness design is according to pr EN13476-I and ISO 9699

3.5.2.3 Pipe jointing by means of elastic rubber sleeve and then encasing it with a foam rubber belt, and finally clamping it with loose stainless steel clamp to from a sound joint

All pipes shall be inspected and approved by the Engineer on the site of the works and the tenderer will be required to replace all pipes damaged in the normal procedure of off loading and storing at the works.

3.5.3 SUBSOIL POLY-DRAINAGE PIPES

HDPE subsoil drainage pipe with a corrugated outer wall and a smooth inner wall. The pipe is perforated with either 4 rows of slots, or 2 rows of 8 mm holes providing maximum drainage.

4 SECTION D - GALVANIZED STEEL STREET NAME POLES WITH CAPS AND PINS

Steel Poles to be hot dipped galvanised. The length to be 3.6m x 60mm (diameter) x 3mm wall thickness. Poles must be galvanised conforming to the SABS ISO 1461 Standard.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
SECTION A: PIPES AND FITTINGS FOR WATER MAINS								
A1	uPVC PIPE CLASS 12: BELL MOUNTED PIPE / 4 METER LENGTH							
1.	125mm	5	/ Length					
2.	315mm	5	/ Length					
A2	uPVC BENDS							
A2.1	11.25° CLASS 6 SOLVENT WELD							
1.	63mm	20	Each					
2.	75mm	5	Each					
3.	90mm	5	Each					
4.	110mm	5	Each					
5.	160mm	5	Each					
A2.2	22.5° CLASS 6 SOLVENT WELD							
1.	63mm	50	Each					
2.	75mm	5	Each					
3.	90mm	5	Each					
4.	110mm	20	Each					
5.	160mm	5	Each					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A2.3	45° CLASS 6 SOLVENT WELD							
1.	63mm	50	Each					
2.	75mm	5	Each					
3.	90mm	5	Each					
4.	110mm	25	Each					
5.	160mm	5	Each					
A2.4	90 ° CLASS 6 SOLVENT WELD							
1.	63mm	40	Each					
2.	75mm	5	Each					
3.	90mm	5	Each					
4.	110mm	15	Each					
5.	160mm	5	Each					
A2.5	90° ZOE ONE SIDE CLASS 16							
1	200mm	2	Each					
A3	END CAPS –							
A3.1	uPVC CLASS 6 SOLVENT WELD							
1.	63mm	50	Each					
2.	75mm	10	Each					
3.	90mm	10	Each					
4.	110mm	10	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
5.	160mm	10	Each					
A3.2	uPVC CLASS 12 SOLVENT WELD							
1.	63mm	10	Each					
2.	75mm	10	Each					
3.	90mm	10	Each					
4.	110mm	10	Each					
5.	160mm	10	Each					
A4	PVC REDUCERS –							
A4.1	CLASS 6							
1.	75mm to 63mm	10	Each					
2.	90mm to 63mm	10	Each					
3.	110mm to 63mm	10	Each					
4.	90mm to 75mm	10	Each					
5.	110mm to 75mm	10	Each					
6.	110mm to 90mm	10	Each					
A4.2	PVC CLASS 12							
1.	75mm to 63mm	10	Each					
2.	90mm to 63mm	10	Each					
3.	110mm to 63mm	10	Each					
4.	90mm to 75mm	10	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
5.	110mm to 75mm	10	Each					
6.	110mm to 90mm	10	Each					
A5	PVC REPAIR COUPLINGS CLASS 12							
1.	315mm	5	Each					
A6	PVC SOCKETS CLASS 6 SOLVENT WELD							
1.	63mm	60	Each					
2.	75mm	10	Each					
3.	90mm	25	Each					
4.	110mm	50	Each					
5.	160mm	10	Each					
A7	PVC TO AC ADAPTORS CLASS 12							
1.	125mm PVC to 125mm AC	10	Each					
2.	300mm PVC to 250mm AC	2	Each					
3.	315 mm PVC to 345 mm AC	2	Each					
A8	Y-JUNCTIONS CLASS 6							
1.	63mm x 63mm	30	Each					
2.	75mm x 75mm	10	Each					
3.	90mm x 90mm	10	Each					
4.	110mm x 110mm	20	Each					
5.	75mm x 63mm	10	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
6.	90mm x 63mm	15	Each					
7.	110mm x 63mm	10	Each					
8.	90mm x 75mm	10	Each					
9.	110mm x 75mm	10	Each					
10.	110mm x 90mm	10	Each					
A9	Y-JUNCTIONS CLASS 12							
1.	63mm x 63mm	10	Each					
2.	75mm x 75mm	10	Each					
3.	90mm x 90mm	10	Each					
4.	110mm x 110mm	10	Each					
5.	75mm x 63mm	10	Each					
6.	90mm x 63mm	10	Each					
7.	110mm x 63mm	10	Each					
8.	90mm x 75mm	10	Each					
9.	110mm x 75mm	10	Each					
10.	110mm x 90mm	10	Each					
A10	CAST IRON SADDLES							
A10.1	22MM DRILL TO SUIT AC PIPE							
1.	50mm	80	Each					
2.	75mm	60	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
3.	100mm	30	Each					
4.	125mm	5	Each					
5.	150mm	20	Each					
6.	200mm	10	Each					
7.	225mm	2	Each					
8.	250mm	2	Each					
9.	300mm	2	Each					
A10.2	40MM DRILL TO SUIT AC PIPE							
1.	75mm	5	Each					
2.	100mm	5	Each					
3.	125mm	5	Each					
4.	150mm	5	Each					
5.	200mm	2	Each					
6.	225mm	2	Each					
7.	250mm	2	Each					
8.	300mm	2	Each					
A10.3	AC / PVC; 22MM DRILL							
1.	63mm	20	Each					
2.	75mm	20	Each					
3.	90mm	10	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
4.	110mm	10	Each					
5.	160mm	5	Each					
A10.4	PLASSON SADDLES: 22MM DRILL							
1.	63mm	20	Each					
2.	75mm	20	Each					
3.	90mm	10	Each					
4.	110mm	25	Each					
5.	160mm	5	Each					
A11	BENDS							
A11.1	11.25° CAST IRON							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	125mm	2	Each					
4.	150mm	2	Each					
5.	200mm	2	Each					
6.	225mm	2	Each					
A11.2	22.5° CAST IRON							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	125mm	2	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
4.	150mm	2	Each					
5.	200mm	2	Each					
6.	225mm	2	Each					
A11.3	45° CAST IRON							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	125mm	2	Each					
4.	150mm	2	Each					
5.	200mm	2	Each					
6.	225mm	2	Each					
A11.4	90° CAST IRON							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	125mm	2	Each					
4.	150mm	2	Each					
5.	200mm	2	Each					
6.	225mm	2	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A12	CROSS – CAST IRON TO SUIT AC PIPE							
1	50mm Equal	2	Each					
2	75mm Equal	2	Each					
3	100mm Equal	2	Each					
4	150mm Equal	2	Each					
5	75mm x 50mm	2	Each					
6	100mm x 50mm	2	Each					
7	100mm x 75mm	2	Each					
8	100mm x 150mm	2	Each					
9	125mm x 75mm	2	Each					
10	150mm x 75mm	2	Each					
11	225mm x 75mm	2	Each					
A13	END CAPS							
A13.1	CAST IRON TO SUIT AC PIPE							
1.	50mm	2	Each					
2.	75mm	2	Each					
3.	100mm	2	Each					
4.	150mm	2	Each					
5.	225mm	2	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A14	REDUCERS – CAST IRON							
1.	75mm x 50mm	2	Each					
2.	100mm x 75mm	2	Each					
3.	125mm x 75mm	2	Each					
4.	150mm x 75mm	2	Each					
5.	200mm x 75mm	2	Each					
6.	150mm x 100mm	2	Each					
7.	200mm x 100mm	2	Each					
8.	300mm x 150mm	2	Each					
A15	TEES							
A15.1	CAST IRON TO SUIT AC PIPE							
1.	50mm Equal Tee	2	Each					
2.	75mm Equal Tee	2	Each					
3.	100mm Equal Tee	2	Each					
4.	150mm Equal Tee	2	Each					
5.	225mm equal Tee	2	Each					
6.	75mm x 50mm	2	Each					
7.	100mm x 50mm	2	Each					
8.	100mm x 75mm	2	Each					
9.	150mm x 75mm	2	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
10.	150mm x 100mm	2	Each					
A15.2	HYDRANT TEES TO SUIT PVC PIPE							
1.	63mm	2	Each					
A15.3	HYDRANT TEES TO SUIT AC PIPE							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	150mm	2	Each					
4.	225mm	2	Each					
A15.4	FLANGED TEES							
1.	75mm	2	Each					
2.	100mm	2	Each					
3.	150mm	2	Each					
4.	225mm	2	Each					
5.	100mm x 75mm	2	Each					
A16	STAINLESS STEEL REPAIR CLAMPS							
1.	420 – 439mm to suit 350mm AC Pipe	2	Each					
2.	440 – 459mm to suit 400mm AC Pipe	2	Each					
A17	GATE VALVES FLANGED							
A17.1	CAP TOP –MULTI DRILLED TO SUIT PVC PIPE							
1.	63mm	2	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
2.	75mm	2	Each					
3.	90mm	2	Each					
4.	110mm	2	Each					
5.	160mm	2	Each					
6.	200mm	2	Each					
7.	250mm	2	Each					
8.	315mm	2	Each					
A18	MASTERFLO VALVE							
1	100 Kpa	5	Each					
2	150Kpa	2	Each					
3	200 Kpa	2	Each					
A19	CHROME PLATED BALL VALVES MXF							
1.	80mm		Each					
A20	REDUCER BUSHES							
1	32mm x 25mm	20	Each					
2	42mm x 22mm	20	Each					
3	42mm x 32mm	20	Each					
A21	DZR BRASS COMPRESSION FITTINGS (J.A.S.W.I.C ACCEPTED)							
A21.1	NON-RETURN VALVES BRASS							
1.	40mm	5	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A21.2	BRASS RUNNING NIPPLE							
	20mm	100	Each					
A21.3	BRASS GATE VALVES C X C							
1.	32mm	10	Each					
A21.4	BRASS GATE VALVES F X F							
1.	32mm	10	Each					
A21.5	BRASS GATE VALVES MIC							
1.	15mm	10	Each					
2.	20mm	10	Each					
3.	25mm	10	Each					
4.	32mm	10	Each					
5.	40mm	5	Each					
6.	50mm	5	Each					
A21.6	BRASS TEES – EQUAL							
	15mm	250	Each					
	20mm	150	Each					
	25MM	40	Each					
	32mm	20	Each					
	40mm	20	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A21.7	BRASS TEES – REDUCES BOTH ENDS							
	15mm x 15mm x 20mm	30	Each					
	20mm x 20mm x 15mm	20	Each					
	20mm x 20mm x 28mm	20	Each					
	28mm x 28mm x 20mm	20	Each					
A21.8	BRASS TAILPIECES							
	15mm (HZ011)	30	Each					
	20mm (HZ012)	100	Each					
	40mm (HZ005)	30	Each					
A22	BRASS TAPS							
A22.1	STOPCOCKS: MALE							
1.	15mm	20	Each					
2.	20mm	20	Each					
3.	25mm	20	Each					
A22.2	PUSHBUTTON TAPS							
1.	15mm	5	Each					
A22.3	LOOSE KEY BIB-COCKS : MALE							
	20mm	5	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A22.4	LOOSE KEY BIB-COCKS : FEMALE							
	20mm	5	Each					
A23	TAP JUMPERS - HP							
1.	15mm	15	Each					
2.	20mm	10	Each					
A24	HDPE COMPRESSION FITTINGS							
A24.1	MALE PLASSON ADAPTORS							
1.	20mm x 15mm	50	Each					
A24.2	FEMALE ADAPTORS							
1.	20mm x 15mm	50	Each					
A24.3	FEMALE PLASSON ELBOWS							
1	15mm	20	Each					
2	22mm	20	Each					
A24.4	MALE PLASSON ELBOWS							
1	15mm	20	Each					
2	22mm	20	Each					
A24.5	REDUCING ELBOWS / REDUCERS							
A24.5.1	FEMALE PLASSON REDUCING ELBOWS							
1.	25mm x 15mm	20	Each					
2.	25mm x 22mm	20	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
A24.5.2	PLASSON REDUCERS: MALE / FEMALE THREAD							
1.	25mm x 15mm	20	Each					
2.	25mm x 22mm	20	Each					
A25	HDPE PIPE CLASS 12							
1.	25mm	200	Meter					
2.	32mm	200	Meter					
3.	40mm	200	Meter					
A26	POLY COP PIPE CLASS 16							
1.	42mm	200	Meter					
A27	GENERAL							
1.	Denso paste per 500gram	25	Each					
A27.1	GALVANIZED BOLTS & NUTS FULL THREAD							
1.	M16 x 55mm HEX	100	Each					
2.	M16 x 65mm HEX	100	Each					
3.	M16 x 90mm HEX	100	Each					
4.	M16 x 115mm HEX	100	Each					
5.	M16 x 125mm HEX	100	Each					
6.	M16 x 140mm HEX	100	Each					
A27.2	GALVANIZED BOLTS & NUTS HALF THREAD							
1.	M16 x 55mm HEX	100	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
2.	M16 x 65mm HEX	100	Each					
3.	M16 x 90mm HEX	100	Each					
4.	M16 x 115mm HEX	100	Each					
5.	M16 x 125mm HEX	100	Each					
6.	M16 x 140mm HEX	100	Each					
A27.3	BRASS T-BOLTS AND NUTS FULL THREAD							
1.	12 x 88mm	100	Each					
2.	16 x 85mm	100	Each					
A27.4	BRASS T-BOLTS AND NUTS HALF THREAD							
1.	12 x 88mm	100	Each					
2.	16 x 85mm	100	Each					

	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
SECTION B: PIPES AND FITTINGS FOR SEWER MAINS								
B1	uPVC CLASS 34 PIPES / 6 METER							
1.	110mm	20	/ Length					
B2	uPVC RODDING EYES							
	110mm	5	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
B3	uPVC BENDS CLASS 34							
B3.1	22.5° BENDS							
1.	160mm	5	Each					
2.	200mm	5	Each					
3.	250mm	5	Each					
B3.2	45° BENDS							
1.	160mm	5	Each					
2.	200mm	5	Each					
3.	250mm	5	Each					
B3.3	90° BENDS							
1.	160mm	5	Each					
2.	200mm	5	Each					
3.	250mm	5	Each					
B4	uPVC REDUCING JUNCTIONS CLASS 34							
1.	200mm x 110mm	5	Each					
2.	200mm x 160mm	5	Each					
B5	STOP-ENDS CLASS 34							
1.	160mm	20	Each					
2.	200mm	5	Each					
3.	250mm	5	Each					
B6	PVC SEWER FILTERS	80	Each					

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	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
SECTION C: STORM-WATER PIPES								
C1	STRUCTURED WALL STORM-WATER PIPES 4Kn / 6 meter (Pipe jointing by means of elastic rubber sleeve and then encasing it with a foam rubber belt, and finally clamping it with loose stainless steel clamp to from a sound joint)							
1.	300mm Ø (diameter)	60	Length					
2.	450mm Ø (diameter)	20	Length					
C2	SUBSOIL POLYDRAINAGE PIPES / 6M							
	160mm	75	Length					

	PRODUCT	Est. Quantity P.A	Unit	Lead Time	Manufacturer	Price Per Unit (EXCL. VAT) KLEINMOND	Price Per Unit (EXCL. VAT) HERMANUS	Price Per Unit (EXCL. VAT) GANSBAAI
SECTION D : GALVANIZED STEEL POLES WITH CAP AND PIN								
1.	3.6m x 60mm x 3mm with Cap and Pin	350	/Length					

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B: SUPPLY AND DELIVERY OF DETERGENTS AND CLEANING MATERIAL AS WELL AS TISSUE PAPER PRODUCTS

SPECIAL CONDITIONS

1. Deliveries:

- 1.1 Delivery address will be indicated on the official order as one of the following:
 - 1.1.1 Municipal Store, Main Road, HERMANUS
 - 1.1.2 Municipal Store, 13th Street, KLEINMOND
 - 1.1.3 Municipal Store, Voortrekker Road, GANSBAAI
- 1.2 Delivery of products should **include the delivery of and off-loading** thereof at the supplier's own risk to the designated delivery addresses as indicated above.
- 1.3 Delivery must take place on normal business days between 08h00 and 13h00.
- 1.4 Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- 1.5 The Municipality will place orders **as and when** required during the contract period.
- 1.6 An official order must be issued before any delivery may be made to the Municipality.
- 1.7 It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities.
- 1.8 Overstrand Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.
- 1.9 Delivery must take place within 10 working days of placing an official order where lead times have not been indicated on the tender document.

2. Pricing:

- 2.1 All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross referenced to the pricing schedule. In cases where reference to a product does not include extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 2.2 All fields must be completed in order for the tender to be considered. In cases where certain items cannot / are not provided by the tenderer, it must be indicated as such on the tender document.
- 2.3 Tenderers must furnish unit prices for the listed products only.
- 2.4 All prices must include delivery and off-loading at the respective stores mentioned in 1.1 above and **MUST EXCLUDE VAT**.
- 2.5 The annual allowable price increase is equal to CPI or 8%, whichever is the lowest, as from 01 January 2014, except for Bitumen products. Price escalation (rise and fall in terms of CPAF indices will apply for all bitumen products. All industry escalations must be supported with proof of evidence.
- 2.6 All price increases must be communicated (in advance) in writing to the Overstrand Municipality (Supply Chain Management and to the relevant Manager of the user department involved) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality (Mutual agreement). Non-compliance herewith will be for the suppliers own account.
- 2.7 **The tender must be valid for 90 (ninety) days after closing date.**

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3. Quality and quantities:

- 3.1 Quality Standards:** Special brands, when named, are used to indicate the standard of quality desired. The tenderer's equivalent submission will be considered provided the tenderer specifies the brand name and furnishes the necessary descriptive literature. In the event the Municipality elects to accept an alternate purported to be equal by the Tenderer, the acceptance of the item(s) will be conditioned on the Municipality's inspection and testing after receipt. If in the sole judgment of the Municipality the item(s) is determined not to be equal, these items shall be returned at Tenderer's expense and the release may be terminated.
- 3.2 Quality test:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 3.3** All product items should carry (minimum of one year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- 3.4** Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.
- 3.5** Non-compliance with agreed service delivery, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

4. Standards:

The bidder must be an official retail outlet, distributor or a manufacturer, with these products as its primary/core business focus area. Proof of evidence must be provided, ensuring experience in the industry.

5. Client Base:

Bidders must submit at least two recent (12 months) references as proof of evidence of good client care, including the relevant person (s) telephone, fax numbers and e-mail addresses of similar work undertaken.

6. Information and definitions:

Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Procurement Policy is available for inspection at the Municipal Offices.

B – PRODUCT SPECIFICATIONS AND PRICING SCHEDULE:

SECTION 1

DETERGENTS AND CLEANING MATERIAL (ITEMS 1.1 TO 1.15 ON THE PRICING SCHEDULE)

1.1. ALL PURPOSE CLEANER

Heavy duty Caustic Degreaser and Decarbonizer.
 Suitable for: high-pressure equipment, foam generators, steam cleaners, etc.
 Appearance: Clear orange foaming liquid.
 Packing: 5 (five) liter container

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1.2 BLACK DIP (JEYES FLUID OR SIMILAR APPROVED)

General purpose black tar disinfectant.
 Suitable for: households, public conveniences, etc.
 Appearance: Clear, dark brown liquid
 Packing: 5 (five) liter container

1.3 BLEACH

Disinfects and deodorizes in one operation.
 Suitable for: Removal of stains.
 Appearance: Clear Yellowish liquid
 Odour: Chlorine Odour
 Packing: 5 (five) liter container

1.4 AIR FRESHENER BLOCKS

Usage: To provide hygiene freshness in all areas.
 Appearance: Round coloured tabs of ± 100 gram
 Packing: 4.5 kg Tubs

1.5 DISHWASHER

Highly concentrated general purpose liquid detergent with lemon scent.
 Appearance: Thick Green Liquid
 Odour: Lemon Scented
 Packing: 5 (five) liter container

1.6 LAVENDER DISINFECTANT

Purple liquid disinfectant.
 Effective bactericide for broad spectrum of bacteria.
 Appearance: Clear Purple Liquid
 Packing: 5 (five) liter containers

1.7 PINE DISINFECTANT

Pine Oil based liquid disinfectant, **CONTAINING NOT LESS THAN 10% Pine Oil.**
 Effective bactericide for broad spectrum of bacteria; elimination of odours.
 Appearance: Clear Brown Liquid
 Odour: Pine Scented
 Packing: 5 (five) liter container

1.8 DRAIN CLEANER

Acid based, liquid drain opener.
 Appearance: Black Liquid
 Packing: 5 (five) liter containers

1.9 LIQUID FLOOR POLISH

15 – 20% Solids floor polymer dressing for wooden, tile and vinyl flooring.
 Appearance: Milky white liquid.
 Packing: 5 liter containers.

1.10 HAND CLEANER GRIT

Solvent based grit hand cleaner for use on oils, grease and general grime.
 Contain illuminating paraffin <20%
 Packing: 500ml tubs

1.11 LIQUID HAND SOAP

Applications: For use in liquid dispensers and dispensing systems.
 Function: Perfumed Hand Soap
 Appearance: Thick Coloured Liquid
 Packing: 5 (five) liter containers

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1.12 GENERAL PURPOSE SURFACE CLEANER (HANDY ANDY OR SIMILAR APPROVED)

Detergent containing ammonia for all-in-one cleaning on all surfaces.

Appearance: White cream liquid

Packing: 5 (five) liter containers

1.13 URINAL TABLETS

Usage: To provide hygiene freshness in all toilet areas.

Appearance: Small round coloured tabs

1.15 AUTOMOTIVE WASH & WAX

High foaming viscous coloured liquid containing a blend of synthetic detergents, wetting agents, corrosion inhibitors and selected waxes.

Appearance: Blue liquid

Odour: Mild Odour

Packing: 5 (five) liter containers

1.15 100 % COTTON RAGS

Packing: 5kg Bales

Minimum Conditions:

- (a) **Bidders must submit material safety data sheets with tender document.**
- (b) Bidders must supply samples of detergents, **free of charge**, before or on closing date of tender and samples must be hand in at Municipal Store, Mussel Road, Hermanus
- (c) Bidders name must be clearly marked on samples.

2. TISSUE PAPER PRODUCTS (ITEMS 2.1 TO 2.5 ON THE PRICING SCHEDULE)

Item No	Description	Packing Specification						Furnish
		Ply	Sheet	Rolls / Pack	Width	Length	G/m ²	
2.1	Toilet Paper – Twinsaver or Similar approved	1	500	48	100mm	110mm	20	100% Recycled Fibre
2.2	Kitchen Towels – Twinsaver or similar approved	2	52	4x6	275mm	220mm	46	100% Recycled Fibre
2.3	Centrefeed 800 Sh – Twinsaver or similar approved	1	800	4	240mm	444m	25	100% Recycled Fibre
2.4	Centrefeed Mini 140 – Twinsaver or similar approved	1	-	6	210mm	140m	25	100% Sappi Bagasse
2.5	Interfold 2400 – Twinsaver or similar approved	1	2400	20x120 Per Box	240mm	335mm	25	100% Recycled Fibre

MINIMUM CONDITIONS:

The following minimum conditions must be met:

- (a) **Tissue paper products must be manufactured from premium quality paper, with a high absorbing capacity.**
- (b) **The products must meet the following key features**
 - (i) Soft texture
 - (ii) Disposable
 - (iii) Hygienic to use
- (c) The colour of the tissue paper must be white
- (d) Bidders must supply samples of toilet paper, **free of charge**, before or on closing date of tender and samples must be hand in at Municipal Store, Mussel Road, Hermanus
- (e) Samples must be supplied per pack of 48.
- (f) Bidders name must be clearly marked on samples.

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Item #	Item Description	Lead Time	Unit	Estimated Qty p.a	Manufacturer	Price/Unit Excl VAT Kleinmond	Price/Unit Excl VAT Hermanus	Price/Unit Excl VAT Gansbaai
SECTION 1: DETERGENTS AND CLEANING MATERIAL								
1.1	All Purpose Cleaner / 5l	5 Working Days	Per 5 Liter	600				
1.2	Black Dip (Jeyes Fluid)	5 Working Days	Per 5 Liter	550				
1.3	Bleach / 5l	5 Working Days	Per 5 Liter	900				
1.4	Air Freshener Block	5 Working Days	Per 4.5kg Tub	140				
1.5	Dishwasher	5 Working Days	Per 5 Liter	1100				
1.6	Lavender Disinfectant	5 Working Days	Per 5 Liter	2450				
1.7	Pine Disinfectant	5 Working Days	Per 5 Liter	1930				
1.8	Drain Cleaner / 5l	5 Working Days	Per 5 Liter	210				
1.9	Liquid Floor Polish	5 Working Days	Per 5 Liter	165				
1.10	Hand Cleaner Grit	5 Working Days	Per 500g Tub	672				
1.11	Liquid Handsoap	5 Working Days	Per 5 Liter	180				
1.12	Handy Andy	5 Working Days	Per 5 Liter	660				
1.13	Urinal Tablets	5 Working Days	Per 4.5kg Tub	165				
1.14	Automotive Wash & Wax	5 Working Days	Per 5 Liter	235				

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Item #	Item Description	Lead Time	Unit	Estimated Qty p.a	Manufacturer	Price/Unit Excl VAT Kleinmond	Price/Unit Excl VAT Hermanus	Price/Unit Excl VAT Gansbaai
1.15	100% Cotton Rags	5 Working Days	Per kg	1860				
SECTION 2: TISSUE PAPER PRODUCTS								
2.1	Toilet Paper – 1 Ply Unwrapped per pack of 48 (Twinsaver or similar approved)	5 Working Days	Bale of 48	3505				
2.2	Kitchen Towels – 2 Ply per pack of 24 (Twinsaver or similar approved)	5 Working Days	Bale of 24	299				
2.3	Centrefeed 800 Sheet Per Towel Roll Per Pack of 4 (Twinsaver or similar approved)	5 Working Days	Bale of 4	23				
2.4	Centrefeed Mini 140 Paper Towel Roll Per Pack of 6 (Twinsaver or similar approved)	5 Working Days	Bale of 6	75				
2.5	Interfold Folded Paper Towels per Box of 120 packs (Twinsaver or similar approved)	5 Working Days	Box	65				

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C: SUPPLY AND DELIVERY OF VARIOUS TOOLS AND SAFETY WEAR TO OVERSTRAND MUNICIPALITY WITH A CONTRACT PERIOD ENDING 30 JUNE 2015
SPECIAL CONDITIONS
1. Deliveries:

- 1.1 Delivery address will be indicated on the official order as one of the following:
 - 1.1.1 Municipal Store, Main Road, HERMANUS
 - 1.1.2 Municipal Store, 13th Street, KLEINMOND
 - 1.1.3 Municipal Store, Voortrekker Road, GANSBAAI
- 1.2 Delivery of products should **include the delivery, and off-loading** thereof at the supplier's own risk to the designated delivery addresses as indicated above.
- 1.3 Delivery must take place on normal business days between 08h00 and 13h00.
- 1.4 Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- 1.5 The Municipality will place orders **as** and **when** required during the contract period.
- 1.6 An official order must be issued before any delivery may be made to the Municipality.
- 1.7 It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities.
- 1.8 Overstrand Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.
- 1.9 Delivery must take place within 10 working days of placing an official order where lead times have not been indicated on the tender document.

2. Pricing:

- 2.1 All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross -referenced to the pricing schedule. In cases where reference to a product does not include extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 2.2 All fields must be completed in order for the tender to be considered. In cases where certain items cannot / are not provided by the tenderer, it must be indicated as such on the tender document.
- 2.3 Tenderers must furnish unit prices for the listed products only.
- 2.4 All prices must include delivery and off-loading at the respective stores mentioned in 1.1 above and **MUST EXCLUDE VAT**.
- 2.5 The annual allowable price increase is equal to CPI or 8%, whichever is the lowest, as from 01 January 2014, except for Bitumen products. Price escalation (rise and fall in terms of CPAF indices will apply for all bitumen products. All industry escalations must be supported with proof of evidence.
- 2.6 All price increases must be communicated (in advance) in writing to the Overstrand Municipality (Supply Chain Management and to the relevant Manager of the user department involved) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality (Mutual agreement). Non-compliance herewith will be for the suppliers own account.
- 2.7 **The tender must be valid for 90 (ninety) days after closing date.**

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3. Quality and quantities:

- 3.1 Quality Standards:** Special brands, when named, are used to indicate the standard of quality desired. The tenderer's equivalent submission will be considered provided the tenderer specifies the brand name and furnishes the necessary descriptive literature. In the event the Municipality elects to accept an alternate purported to be equal by the Tenderer, the acceptance of the item(s) will be conditioned on the Municipality's inspection and testing after receipt. If in the sole judgment of the Municipality the item(s) is determined not to be equal, these items shall be returned at Tenderer's expense and the release may be terminated.
- 3.2 Quality test:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 3.3** All product items should carry (minimum of one year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- 3.4** Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.
- 3.5** Non-compliance with agreed service delivery, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

4. Standards:

The bidder must be an official retail outlet, distributor or a manufacturer, with these products as its primary/core business focus area. Proof of evidence must be provided, ensuring experience in the industry.

5. Client Base:

Bidders must submit at least two recent (12 months) references as proof of evidence of good client care, including the relevant person (s) telephone, fax numbers and e-mail addresses of similar work undertaken.

6. Information and definitions:

Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Procurement Policy is available for inspection at the Municipal Offices.

B – PRODUCT SPECIFICATIONS AND PRICING SCHEDULE:

1. AGRICULTURAL TOOLS (Items 1.1 to 1.3 on pricing schedule)

1.1.1 Forks: Lasher or similar approved

(a) 4 Prong Forks MHSS Heavy Duty – Lasher or similar

Unit weigh: 2.50 kg

See illustration below



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(b) 6 Prong Forks MHSS Heavy Duty – Lasher or similar

Fork head are forged from carbon steel. Steel handle

See illustration below



1.1.2 Spades and Shovels – Lasher or similar approved

(a) No 2 Digging Spade – Lasher or similar

Unit Weight: 2.40 kg

See illustration below



(b) Round Nose Shovels MB2 MHSS – Lasher or similar

Unit Weight: 2.50 kg

See illustration below



(c) Square Mouth Shovel All Steel ASC2

Unit Weight: 2.80 kg

See illustration below



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1.1.3 Agricultural Sunken Eye Hoe Head 700g and Handle – Lasher or Similar approved

Unit Weight: 0.80 kg

See illustration below



1.1.4 Mattock Pick Heads – Lasher or Similar approved

Unit Weight: 2.25 kg

See illustration below



1.1.5 Pick Head CND and 1ST Grade Handle – Lasher or similar approved

Unit Weight: 3 kg

See illustration below



1.2 Rakes – Lasher or similar approved

1.2.1(a) 16T Garden Steel Rake

Unit Weight: 1.8 kg

See illustration below



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1.2.2 Rubber Rake with Wooden Handle

Unit Weight: 0.55 kg

See illustration below



1.2.3 Plastic Fan Rake with Wooden Handle – Mazal or similar approved

Colour: Red

Unit Weight: 1kg

See illustration below



1.2.4 16T Heavy Duty Road Rake – Lasher or similar approved

- Rake heads are fabricated from selected wear resistant steel.
- To suit both domestic and commercial applications.
- Complete with wooden handles.
- **See illustration below**



1.3 Bow Saw Frames and Blades – Lasher or similar approved (Item 1.3 on pricing schedule)

1.4 Cutting and Grinding Discs (Item 1.4 on pricing schedule)

1.4.1 CUTTING DISC STEEL

- (a) External diameter: 115mm
- Bore Size: 22.2mm
- Material thickness: 1.6mm

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- (b) External diameter: 230mm
Bore Size: 22.2mm
Material thickness: 3.2mm

1.4.2 CUTTING DISC, STONE, FLAT,

- (a) External diameter: 230MM;
Bore Size: 22.2mm;
Material Thickness: 3.2mm

1.4.3 GRINDING DISC STEEL

- (a) External diameter: 115MM;
Bore Size: 22.2mm;
Material Thickness: 6mm

- (b) External diameter: 230MM;
Bore Size: 22.2mm;
Material Thickness: 6.8mm

1.5 BROOMS, MOPS, DUST PANS AND BUCKETS (Item 1.5 on pricing schedule)

- (a) **Deck Scrub Brooms**
See illustration below



- (b) **Gutter Brooms – Harris Code 48001 or similar approved**
 - 305mm horizontal wooden base and metal stays
 - 25mm x 1,2m wooden handle
 - Stiff red fibre bristles

See illustration below



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(c) Household Broom – Harris Code 44001 or similar approved

- 305mm horizontal wooden base and metal stays
- 25mm x 1,2m wooden handle
- Soft black fibre bristles

See illustration below



(d) Mop

- 300g Jumbo Round Head
- Metal socket
- 25mm x 1,2m wooden handle

See illustration below



(e) Scrubbing Brush

See illustration below



(f) Toilet Bowl Brush

- Polypropylene fill
- Trim length: 28mm
- Brush length: 425mm
- Hardwood handle

See illustration below



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1.6 BATTERIES – Duracell or similar approved (Item 1.6 on pricing schedule)

- Super heavy duty, long-life alkaline disposable batteries
- Copper top with duralock
- Size: AA, AAA, C, D, 6 Volt & 9 Volt

1.7 Locks: Cisa – or similar approved

(a) Padlocks:

- Anti-corrosion body
- Double locking
- Hardened Steel Shackle
- Shackle size: 40mm and 50mm
- Brass Cylinder
- Master Keyed

(b) Modlocks – Nylon Padlocks

- Nylon Padlocks with Stainless Steel Shackle
- Shackle size: 40mm
- Colour: Brown/Orange/Yellow
- Master Keyed

1.8 GENERAL

(a) SILICONE SEALANT CLEAR (300ml)

Acetox curing mould resistant silicone sealant that forms a flexible, watertight seal for general purpose sealing applications for both interior and exterior use.

(b) WELDING RODS – Vitemax or similar approved

General purpose electrode for welding mild steel sheets, plate, angles, bars and tubing which would be use to manufacture and repair items such as gates, burglar bars, supportive steel frameworks, etc.

Size: 2,5mm and 3,15mm

Pack: 5kg

(c.) REFUSE SHEETS

2MX2MX550GR PVC

15MM BRASS EYELETS WITH 10MM X 1M SKI ROPE ON CORNERS

COLOUR: GREEN

SECTION 2: SAFETY WEAR

2.1 FACE SHIELD COMPLETE WITH VISOR

(Item 1 on pricing schedule)

2.2 VISOR FOR FACE SHIELD

(Item 2 on pricing schedule)

2.3 GLOVES: Standard – EN388 1994 (Items 2.3 to 2.7 on pricing schedule)

Tough flexible smooth PVC coated gloves as per pricing schedule

2.3.1 CRAYFISH GLOVES

Polycotton knitted glove with rubber palm coating

2.3.2 Latex Gloves

Type: Powdered and non-sterilize

Material: Natural high quality latex

Packing: 100pcs/pack; 10packs/carton

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2.4 DISPOSABLE MASKS – 3M or similar approved (Items 2.8 to 2.9 on pricing schedule)

2.4.1 Disposable Particulate Respirator

Lightweight and double strap design to give protection against most dusts, pollens, and grasses. Packing: 20 masks per box.

2.4.2 Welding Fume Respirators Provide lightweight, effective, comfortable and hygienic respiratory protection against dust, mist and metal fumes and resist clogging for extended use against welding fume.

2.5 CLEAR LENS SAFETY SPECTACLES (Item 2.10 on pricing schedule)

Clear Lens:

- 100% Clear polycarbonate lens
- Scratch resistant
- Provides 99% protection from harmful UV-A and UV-B rays

Features:

- Durable panoramic lens for wide view
- Rugged yet lightweight nylon frame
- High impact scratch-resistant polycarbonate lens with moulded side shields, snaps out for easy replacement.
- Conforms to EN166 standard
- Exceeds the ANSI Z87.1-2003 High Velocity Impact Standards

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Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
SECTION 1: AGRICULTURAL TOOLS AND HARDWARE								
1.1: FORKS, SPADES, ETC								
1.1.1	4 Prong Forks MHSS Heavy Duty – Lasher or similar approved	Each	12					
1.1.2	6 Prong Forks MHSS Heavy Duty – Lasher or similar approved	Each	20					
1.1.3	No 2 Digging Spade - Lasher or similar approved	Each	185					
1.1.4	Round Nose Shovels MB2 MHSS – Lasher or similar approved	Each	105					
1.1.5	Square Mouth Shovel All Steel ASC2 - Lasher or similar approved	Each	25					
1.1.6	Agricultural Sunken Eye Hoe Head 700g – Lasher or similar approved	Each	10					
1.1.7	Hoe Handles – Lasher or similar approved	Each	10					
1.1.8	Mattock Pick Heads – Lasher or similar approved	Each	12					
1.1.9	Pick Head CND – Lasher or similar approved	Each	165					
1.1.10	1st Grade Pick Handles – Lasher or similar approved	Each	200					
1.2: RAKES								
1.2.1	16T Garden Steel Rake – Lasher or similar approved	Each	90					

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Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
1.2.2	Rubber Rake with Wooden Handle – Lasher or similar approved	Each	10					
1.2.3	Plastic Fan Rake with Wooden Handle – Mazal or similar approved	Each	145					
1.2.4	16T Heavy Duty Road Rake – Lasher or similar approved	Each	30					
1.3: BOW SAW FRAMES AND BLADES								
1.3.1	530mm Bow Saw Frame And Blade - Lasher Or Similar approved	Each	55					
1.3.2	530mm Bowsaw Blades - Lasher Or Similar approved	Each	60					
1.3.3	600mm Bowsaw Blades - Lasher Or Similar approved	Each	20					
1.3.4	900mm Bowsaw Blades - Lasher Or Similar approved	Each	5					
1.3.5	24t Hacksaw Blades - Eclipse Or Similar approved	Each	640					
1.4: CUTTING AND GRIND DISCS								
1.4.1	Cutting Disc:115x1.6x22.2 Mm Steel	Each	210					
1.4.2	Cutting Disc:230x3.2x22.2mm (Steel)	Each	80					
1.4.3	Cutting Disc:230x3.2x22.2mm Stone	Each	40					
1.4.4	Grinding Disc:115x6x22.2mm (Steel)	Each	30					

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Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
1.4.5	Grinding Disc:230x6.8x22.2mm (Steel)	Each	10					
1.5: BROOMS, BRUSHES, ETC								
1.5.1	25cm Deck Scrub Broom	Each	40					
1.5.2	30cm Gutter Broom	Each	650					
1.5.3	30cm Household Broom	Each	360					
1.5.4	300g Jumbo Round/Metal Socket/Wooden Handle Mop	Each	350					
1.5.5	Scrubbing Brush	Each	30					
1.5.6	Toilet Bowl Brush	Each	175					
1.5.7	Dust Pan	Each	25					
1.5.8	Buckets: 10l Plastic	Each	130					
1.6: BATTERIES								
1.6.1	Type AAA Penlight Batteries (Per Pack Of 4) Duracell or similar approved	Per Packet	30					
1.6.2	Type AA Penlight Batteries (Per Pack Of 4) – Duracell or similar approved	Per Packet	412					
1.6.3	Type C Medium Batteries (Per Pack Of 2) – Duracell or similar approved	Per Packet	20					

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Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
1.6.4	Type D Torch Batteries (Per Pack Of 2) – Duracell or similar approved	Per Packet	80					
1.6.5	Type CV991 6Volt Lantern Batteries – Duracell or similar approved	Each	6					
1.6.6	Type PM3 9Volt Batteries – Duracell or similar approved	Each	25					
1.7: LOCKS								
1.7.1	Lock:40mm Modlock Brown (Master Keyed) – Viro or similar approved	Each	10					
1.7.2	Lock:40mm Modlock Orange (Master Keyed) – Viro or similar approved	Each	95					
1.7.3	Lock:40mm Modlock Yellow (Master Keyed) Viro or similar approved	Each	112					
1.7.4	Padlocks: 40mm Brass (Master Keyed) – Cisa or similar approved	Each	90					
1.7.5	Padlocks: 50mm Brass Keyed (Master Keyed) – Cisa or similar approved	Each	10					
1.8: GENERAL								
1.8.1	SILICONE SEALANT CLEAR Per 300ml	Each	50					
1.8.2	WELDING RODS: 2.5mm Per Box Of 5kg – Vitemax or similar approved	Box	50					
1.8.3	WELDING RODS: 3.15mm Per Box Of 5kg – Vitemax or similar approved	Box	50					
1.8.4	Refuse Sheets P.V.C(2mx2mx550g)	Each	45					

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MUNICIPALITY

Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
2: SAFETY WEAR								
2.1	Face Shield: Clear	Each	140					
2.2	Visor For Face Shield (Clear)	Each	100					
2.3	Gloves: PVC Knitted Wrist Attached (Medium Weight)	Pair	1836					
2.4	Gloves: PVC Elbow Length, Gauntlet 35cm (Heavy Weight)	Pair	276					
2.5	Gloves: PVC Shoulder Length, Gauntlet 60cm (35cm PVC Glove With Attached Yellow Splash Guard, Elasticised)	Pair	96					
2.6	Gloves: Crayfish	Pair	3156					
2.7	Gloves: Latex	Per Box of 100pcs	1836					
2.8	Disposable Particulate Respirator Per Box Of 20 – 3M or similar approved	BOX	40					
2.9	Welding Fume Respirators - 3M or similar approved	Each	12					
2.10	Clear Lens Safety Spectacles With Moulded Side Shields	Each	240					

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D: SUPPLY AND DELIVER 240 LITER PLASTIC BINS ON WHEELS TO OVERSTRAND MUNICIPALITY WITH A CONTRACT PERIOD ENDING 30 JUNE 2015

SPECIAL CONDITIONS

1. Deliveries:

- 1.1 Delivery address will be indicated on the official order as one of the following:
 - 1.1.1 Municipal Store, Main Road, HERMANUS
 - 1.1.2 Municipal Store, 13th Street, KLEINMOND
 - 1.1.3 Municipal Store, Voortrekker Road, GANSBAAI
- 1.2 Delivery of products should **include the delivery of and off-loading** thereof at the supplier's own risk to the designated delivery addresses as indicated above.
- 1.3 Delivery must take place on normal business days between 08h00 and 13h00.
- 1.4 Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- 1.5 The Municipality will place orders **as** and **when** required during the contract period.
- 1.6 An official order must be issued before any delivery may be made to the Municipality.
- 1.7 It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities.
- 1.8 Overstrand Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.
- 1.9 Delivery must take place within 10 working days of placing an official order where lead times have not been indicated on the tender document.

2. Pricing:

- 2.1 All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross referenced to MBD 7.1 Contract Form. In cases where reference to a product does not include extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 2.2 All fields must be completed in order for the tender to be considered. In cases where certain items cannot / are not provided by the tenderer, it must be indicated as such on the tender document.
- 2.3 Tenderers must furnish unit prices for the listed products only.
- 2.4 All prices must include delivery and off-loading at the respective stores mentioned in 1.1 above and **MUST EXCLUDE VAT**.
- 2.5 The annual allowable price increase is equal to CPI or 8%, whichever is the lowest, as from 01 January 2014, except for Bitumen products. Price escalation (rise and fall in terms of CPAF indices will apply for all bitumen products. All industry escalations must be supported with proof of evidence.
- 2.6 All price increases must be communicated (in advance) in writing to the Overstrand Municipality (Supply Chain Management and to the relevant Manager of the user department involved) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality (Mutual agreement). Non-compliance herewith will be for the suppliers own account.
- 2.7 **The tender must be valid for 90 (ninety) days after closing date.**

3. Quality and quantities:

- 3.1 **Quality Standards:** Special brands, when named, are used to indicate the standard of quality desired. The tenderer's equivalent submission will be considered provided the tenderer specifies the brand name

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and furnishes the necessary descriptive literature. In the event the Municipality elects to accept an alternate purported to be equal by the Tenderer, the acceptance of the item(s) will be conditioned on the Municipality's inspection and testing after receipt. If in the sole judgment of the Municipality the item(s) is determined not to be equal, these items shall be returned at Tenderer's expense and the release may be terminated.

- 3.2 **Quality test:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 3.3 All product items should carry (minimum of one year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- 3.4 Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.
- 3.5 Non-compliance with agreed service delivery, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

4. Standards:

The bidder must be an official retail outlet, distributor or a manufacturer, with these products as its primary/core business focus area. Proof of evidence must be provided, ensuring experience in the industry.

5. Client Base:

Bidders must submit at least two recent (12 months) references as proof of evidence of good client care, including the relevant person (s) telephone, fax numbers and e-mail addresses of similar work undertaken.

6. Information and definitions:

Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Procurement Policy is available for inspection at the Municipal Offices.

B – PRODUCT SPECIFICATIONS AND PRICING SCHEDULE:

PLASTIC BINS ON WHEELS

Specifications:

Capacity: 240 liters

Colour: Green

The bin shall be constructed from HDPE material
Conform to standard SABS 1494 -- Mandatory + certificate.

Capacity deviation to be a maximum of 5 litres

Date of manufacture to moulded into body and lid

Six digit serial number to be moulded into body

Allowance to be made for Data Chip System – to be retro fitted under the lip of the bin (Mandatory)

Print size – 70mm + 4 x Digital 8's – 50mm.

Standard printing plate 210mm across x 150mm in high

The bin shall have at least a 5 year warrantee



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Item No	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	Price per Unit excluding Vat Kleinmond	Price per Unit excluding Vat Hermanus	Price per Unit excluding Vat Gansbaai
SECTION 1: BINS ON WHEELS								
1	Bins on Wheels	Each	150	3 weeks				

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NAME OF FIRM			



E: SUPPLY AND DELIVERY OF MOWER BLADES AND TRIMMER LINE TO OVERSTRAND MUNICIPALITY FOR THE PERIOD ENDING 30 JUNE 2015.

SPECIAL CONDITIONS

1. Deliveries:

- 1.1 Delivery address will be indicated on the official order as one of the following:
 - 1.1.1 Municipal Store, Main Road, HERMANUS
 - 1.1.2 Municipal Store, 13th Street, KLEINMOND
 - 1.1.3 Municipal Store, Voortrekker Road, GANSBAAI
- 1.2 Delivery of products should **include the delivery, and off-loading** thereof at the supplier’s own risk to the designated delivery addresses as indicated above.
- 1.3 Delivery must take place on normal business days between 08h00 and 13h00.
- 1.4 Bidders must **supply and ensure their own labour for the offloading** of the products at the designated Municipal Stores.
- 1.5 The Municipality will place orders **as and when** required during the contract period.
- 1.6 An official order must be issued before any delivery may be made to the Municipality.
- 1.7 It will be required from the supplier of goods and services to keep stock of products or to ensure that full delivery takes place according to the order quantities.
- 1.8 Overstrand Municipality reserves the right to make use of other suppliers, where the supplier is in breach of contract, regarding delivery lead times and/or when emergencies arises and the supplier do not carry stock.
- 1.9 Delivery must take place within 10 working days of placing an official order where lead times have not been indicated on the tender document.

2. Pricing:

- 2.1 All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross- referenced to the pricing schedule. In cases where reference to a product does not include extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- 2.2 All fields must be completed in order for the tender to be considered. In cases where certain items cannot / are not provided by the tenderer, it must be indicated as such on the tender document.
- 2.3 Tenderers must furnish unit prices for the listed products only.
- 2.4 All prices must include delivery and off-loading at the respective stores mentioned in 1.1 above and **MUST EXCLUDE VAT**.
- 2.5 The annual allowable price increase is equal to CPI or 8%, whichever is the lowest, as from 01 January 2014, except for Bitumen products. Price escalation (rise and fall in terms of CPAF indices will apply for all bitumen products. All industry escalations must be supported with proof of evidence.
- 2.6 All price increases must be communicated (in advance) in writing to the Overstrand Municipality (Supply Chain Management and to the relevant Manager of the user department involved) prior to the implementation date. Price increases will only be implemented once written notification thereof has been received and accepted by the Municipality (Mutual agreement). Non-compliance herewith will be for the suppliers own account.
- 2.7 **The tender must be valid for 90 (ninety) days after closing date.**

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3. Quality and quantities:

- 3.1 Quality Standards:** Special brands, when named, are used to indicate the standard of quality desired. The tenderer's equivalent submission will be considered provided the tenderer specifies the brand name and furnishes the necessary descriptive literature. In the event the Municipality elects to accept an alternate purported to be equal by the Tenderer, the acceptance of the item(s) will be conditioned on the Municipality's inspection and testing after receipt. If in the sole judgment of the Municipality the item(s) is determined not to be equal, these items shall be returned at Tenderer's expense and the release may be terminated.
- 3.2 Quality test:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- 3.3** All product items should carry (minimum of one year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- 3.4** Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the financial year as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.
- 3.5** Non-compliance with agreed service delivery, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

4. Standards:

The bidder must be an official retail outlet, distributor or a manufacturer, with these products as its primary/core business focus area. Proof of evidence must be provided, ensuring experience in the industry.

5. Client Base:

Bidders must submit at least two recent (12 months) references as proof of evidence of good client care, including the relevant person (s) telephone, fax numbers and e-mail addresses of similar work undertaken.

6. Information and definitions:

Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Procurement Policy is available for inspection at the Municipal Offices.

SEE TEMS 1.1 TO 1.8 ON PRICING SCHEDULE FOR SPECIFICATION

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Item #	Part No	Item Description	Lead Time	Unit	Estimated Qty p.a	Manufacturer	Price/Unit excl VAT Kleinmond	Price/Unit excl VAT Hermanus	Price/Unit excl VAT Gansbaai
SECTION 1: MOWER BLADES AND TRIMMER LINE									
1.1	H1460	BLADE KIT: BLOWER MOWER (Including Bolts, Nuts & Bushes)		Each	156				
1.2	H1801	BLADE KIT: FALCON BANANA (Including Bolts & Nuts)		Each	36				
1.3	H1522	BLADE KIT: BUSHCUTTER 10X100X450X22.5MM REVERSABLE (Including Bolts & Nuts)		Each	24				
1.4		BLADE KIT for KUDU 750 (Including Bolts, Nuts & Washers)		Each	339				
1.5	H1812	BLADE KIT: BANANA (Including Bolts & Nuts)		Each	38				
1.6	H0433	REAPERS SKIDLINERS (Including Bolts, Nuts & Washers)		Each	12				
1.7		BLADE: 350MM X 20MM CENTRE HOLE 3POINT BRUSHKNIFE FOR BRUSHCUTTER		Each	30				
1.8		NYLON TRIMMER LINE: 2.4MM X 2.2KG (ORANGE) – STIHL OR SIMILAR APPROVED		Roll	105				

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



15. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS

NB:

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

PART 1 (To be filled in by the Bidder.)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **OVERSTRAND MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number **SC 1361/2013**, 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 time of bid.
2. 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. Technical Specification(s)
 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; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. 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.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (To be filled in by the OVERSTRAND MUNICIPALITY.)

1. I, _____,
 in my capacity as _____,
 accept your bid under reference number _____,
 dated _____,
 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

To be filled in by the OVERSTRAND MUNICIPALITY		
SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

16. 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.

COMMISSIONER OF OATHS

Signed and sworn to before me at _____, on this _____ day of _____ 20____.

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.

COMMISSIONER OF OATHS:-

Position: _____

Address: _____

Tel: _____

Apply official stamp of authority on this page:

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	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings. Indicate the PRIMARY and/or SECONDARY function applicable to your business by ticking the appropriate box and (i.e. nature of operations, products or services):

PRIMARY FUNCTION:	<input type="checkbox"/>		SECONDARY FUNCTION:	<input type="checkbox"/>
PRODUCTS	<input type="checkbox"/>		PRODUCTS	<input type="checkbox"/>
SERVICES	<input type="checkbox"/>		SERVICES	<input type="checkbox"/>
LABOUR	<input type="checkbox"/>		LABOUR	<input type="checkbox"/>
EQUIPMENT	<input type="checkbox"/>		EQUIPMENT	<input type="checkbox"/>

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			