



TENDER NO.: SC 1282/2012

**CLEANING OF SEWERAGE PUMP STATIONS AND PIPELINES 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: **MIKE BARTMAN**
TELEPHONE: **028 313 8982**

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT):	REFER TO PAGE 59 FOR PRICING SCHEDULE
COMPLETION PERIOD IN WEEKS:	N/A
ALTERNATIVE OFFER	N/A

OCTOBER 2012

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
TENDER DETAILS			
TENDER NUMBER:	SC 1282/2012		
TENDER TITLE:	CLEANING OF SEWERAGE PUMP STATIONS AND PIPELINES FOR A CONTRACT PERIOD ENDING 30 JUNE 2015.		
CLOSING DATE:	2012/11/09	CLOSING TIME:	12h00
SITE MEETING:	DATE: 2012/10/31	TIME:	10h00 COMPULSORY: YES
SITE MEETING ADDRESS:	Overstrand Municipal Offices, c/o Viljoen and Molteno Streets, Onrus River, Hermanus.		
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A
BID BOX NO:	6	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) :			
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	MIKE BARTMAN	
TEL. #	028 313 8956	028 313 8982	

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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?	
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	
3.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	
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?	
5.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	
6.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	
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?	
8.	Specifications Is the form duly completed and signed?	
9.	Pricing Schedule Is the form duly completed and signed?	
10.	MBD 7.2 Is the form duly completed and signed?	
11.	DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1282/2012****CLEANING OF SEWERAGE PUMP STATIONS AND PIPELINES FOR A CONTRACT PERIOD
ENDING 30 JUNE 2015.**

Tenders are hereby invited for: **Cleaning of sewerage pump stations and pipelines for a contract period ending 30 June 2015.**

Tender documents, in English, are obtainable from **Friday 19 October 2012**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel: 028 313 8974 from Ms. Anin Moore, upon payment of a non-refundable tender participation fee of R490.00 per set. Bank guaranteed cheques to be crossed and made payable to "Overstrand Municipality". Alternatively the document may be downloaded free of charge from our website, www.overstrand.gov.za.

Sealed tenders, with "**Tender No. SC 1282/2012: Cleaning of sewerage pump stations and pipelines for a contract period ending 30 June 2015.**" clearly endorsed on the envelope, must be deposited in Tender Box No. 6 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 09 November 2012 at 12h00 and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A compulsory information session will be held at 10H00 on 31 October 2012 at the Overstrand Municipal Offices, C/o Viljoen and Molteno Streets, Onrus River, Hermanus.

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 tender and reserves the right to accept any tender, as it may deem expedient. Tenders are subject to the Standard Conditions of Tender and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer technical enquiries to **Mr. Mike Bartman at telephone number: 028 313 8982**

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 promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice 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	State Employee Number

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			



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 bids³ 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:

³ Includes price quotations, advertised competitive bids, limited bids and proposals.

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.



- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or 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.

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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

NAME OF THE BIDDER: _____

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

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

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

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

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

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

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

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

For office use (comments):



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 _____
(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the Health and Safety requirements and to liaise with the Municipality should I, for whatever reason, be unable to perform in terms of this Agreement.

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

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



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

_____ *(Municipality)*

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

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

1. CLEANING OF SEWERAGE PUMP STATIONS

1.1. DESCRIPTION OF SERVICE

- 1.1.1. The Overstrand municipality has several sewage pump stations and sand traps situated in Hermanus, Kleinmond and Gansbaai which need regular maintenance by removal of the sewage debris/silt. This sewage debris/silt which accumulates in the pump stations must be removed on a regular basis or on an “as and when” required basis, for ongoing maintenance of the sewer reticulation system.
- 1.1.2. Service Providers will be required to de-silt the pump stations at the various locations in the municipal area and then transport this sewage debris/silt to the sewerage treatment plants in the respective area for disposal purposes.

1.2. SERVICING SPECIFICATIONS FOR SEWERAGE DEBRIS REMOVAL

- 1.2.1. The Service Provider shall be required to advise the relevant Council representative(s) who are monitoring this contract of the time of arrival on site of the cleaning team to enable the Council representative(s) to monitor the de-silting operation.
- 1.2.2. There is no prescribed method for the desilting of the sewage pump stations. The Service Provider may utilize any **mechanical** method which achieves the required result.
- 1.2.3. The use of manual labour **only** will not be permitted due to the constraints such as volume of sewage debris to be removed, the restrictive size and access of the structures and the time required to complete work. Some manual labour e.g. for setting up equipment, etc will be required.
- 1.2.4. The Service Provider will be required to shut off the sewage flow into the pump station under supervision of Council’s technical representative. This will be accomplished by activating the necessary shut-off valves, hand stops or inserting inflatable bladders into the pipes.
- 1.2.5. At times during the cleaning process over pumping may be required and the Service Provider will be asked to provide such equipment. The Service Provider must include in his rates for the cost of over pumping.
- 1.2.6. Cleaning operation to be performed with a vehicle with a minimum capacity of 8 cubic meters. The equipment must be able to sustain a free airflow of 1000 liters of free air flows per second. It must have a 150mm (6”) flexible suction hose capable of continuous running. Wet or dry material removed should be contained in a sealed container. Debris tank discharge will be in the rear by hydraulically opened door to a minimum discharge angle of 50 degrees.
- 1.2.7. There may be excess sewage liquid trapped in the pump station structure after shutting off the flows which must be pumped back into the sewer system. It shall **not** be discharged onto open ground or into any storm water system
- 1.2.8. No inlet works shall be plugged by the Service Provider without the express written or verbal permission of the Engineer who may impose special conditions regarding precautions to be taken. In any event the Contractor shall be responsible for ensuring that the backing up of sewage does not cause flooding or nuisance.
- 1.2.9. Due to the dangers attached to the use of bladders, the contractor shall provide a safety plan with a method statement to use if bladders are used.

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- 1.2.10. The contractor shall notify the Engineer immediately of any defects discovered in wet well during the course of performing the contracted works.
- 1.2.11. After removing excess sewage liquid from on top of the debris, the Service Provider will be required to remove all sand, sludge, debris etc. from the pump station and place this sewage debris into closed containers or vehicles for disposal at the sewerage treatment works.(each town has a treatment plant
- 1.2.12. After all the sewage debris/silt has been removed from the pump station, the walls of the structure must be cleaned using high pressure water jetting. When the pump station is clean, the flow must be reinstated by activating the valves or removing of bladders, the cover shall be closed, locked where necessary and the area tidied up.
- 1.2.13. The work must be completed on the day stipulated unless otherwise permitted by the Council's technical representative. No material may be stored overnight on site. Material removed from site must be transported in watertight vessels to prevent spillage. Areas where waste material has been spilt shall be cleared up for removal, washed and disinfected with chloride of lime.
- 1.2.14. Any spillage of transported material on public roads will result in heavy traffic fines as well as clearing up costs.
- 1.2.15. The Service Provider will be required to arrange for tipping of all sewage debris with the sewerage treatment plant site management and will be responsible for the sewage/silt sludge material at the plant which include, access and times of tipping, etc, which will include work which must be undertaken on a Saturday or over week-ends.

1.3. METHOD STATEMENT

- 1.3.1. The tender must submit a comprehensive method statement for the removal of the sewage debris/silt from the various pump stations. The preferred Service Provider may be required to demonstrate their operational capability to satisfy the Council's technical representative that he/she is able to undertake the work
- 1.3.2. **The Tenderer shall attached the comprehensive method statement(s) to his/her tender document for evaluation purposes failing which the tender will not be evaluated further. Please note that the method statement(s) will be used for evaluation purposes.**

1.4. HEALTH AND SAFETY

1.4.1. Occupational Health and Safety Act 1994 (Act No. 85 of 1993)

- 1.4.1.1. The Service Provider shall comply with the Occupational Health and Safety Act 1994 (Act no. 85 of 1993) and in particular with its Construction Regulations of 2003.
- 1.4.1.2. All the works included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulation, be deemed to be "construction work".
- 1.4.1.3. It should be noted that, with a few exception, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the method of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Service Provider shall apply all the relevant safety requirements to the work methods and materials used.

1.4.2. Factories, Machinery and Building Work Act of 1941

- 1.4.2.1. All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force

1.4.3. Protective Equipment

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- 1.4.3.1. The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all time when in direct contact with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:
- 1.4.3.2. Safety harnesses for working in confined spaces.
- 1.4.3.3. Breathing apparatus for toxic gases and oxygen deficient areas.
- 1.4.3.4. Hard hats where required.
- 1.4.3.5. Gas detectors
- 1.4.3.6. Gloves for cut resistance.
- 1.4.3.7. Ear muffs or ear plugs for noise from machines.
- 1.4.3.8. Overalls for body protection
- 1.4.3.9. Safety shoes/boots with steel toe caps for foot protection.
- 1.4.3.10. Waders and waterproof jackets.

1.4.4. Hazardous gasses

All Service Providers who will be working with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers shall be tested for hazardous gasses on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional gas testing equipment is available on site at all times. Breathing apparatus shall be available as and required.

1.4.5. Vaccination certificates

The successful Service Provider(s) will also be required to provide proof of applicable vaccination certificates before issuing of any purchase order, as preventative measure to ensure the health and safety of all field employees.

1.4.6. Safety Plan

A comprehensive Safety Plan must be submitted with the tender document indicating the activity of the various members in the teams for the operation, failing which the tender will not be evaluated further.

1.5. PERSONNEL

- 1.5.1. The Service Provider's approved representative for cleaning shall be in attendance during all cleaning operations
- 1.5.2. Tenderers shall attach a list of employees to be employed for this contract indicating experience in work of a similar nature to that for which their tender is submitted, for evaluation purposes failing which the tender will not be evaluated further. The attention of service providers is particularly drawn to the high standard of workmanship applicable to this contract.

1.6. VEHICLES, PLANT and EQUIPMENT

1.6.1. Roadworthy, license and identification

- 1.6.1.1. All vehicles to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from sewers must be able to do so in a safe and none-offensive manner and must have the Service Providers name and telephone number prominently displayed. All vehicles to

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be used for this contract must conform to the Road Traffic Act RTA, Act 93 of 1996. Copies of proof of licensing and the ownership should be submitted along with your tender document.

1.6.1.2. All vehicles, plant, machinery, equipment and containers used on this contract must be in a serviceable condition and must be readily available for inspection to ensure that it complies with the specification and must meet with the approval of the employer

1.6.1.3. The vehicle and equipment shall bear the Service Provider name and contract details.

1.6.1.4. Extreme care must be taken to prevent any spillage and suitable tools shall be available to immediately clean up any spillage.

1.6.2. The Tenderer shall attach a comprehensive list of vehicles and equipment to be used for the execution of the tender to his/her tender document for evaluation purposes failing which the tender will not be evaluated further. Council reserves the right to inspect the proposed equipment to be used.

1.7. AVAILABLE FACILITIES

1.7.1. Facilities

No toilet, water, electricity or storage facilities are available and the Service Provider is to make his own arrangements with regard thereto.

1.7.2. Water Supply

The Service Provider shall make his/her own arrangements for the supply of water for the desilting operation. Only Council metered standpipes may be used and these can be obtained from the municipality against a deposit. Normal charges will be levied for water consumption.

1.8. STANDARD OF WORKMANSHIP

1.8.1. Previous experience

Tenders will only be considered from Service Providers who have had adequate previous experience in comparable works. **The Tenderer shall attach a comprehensive list of projects of work of a similar nature previously executed to his/her tender document for evaluation purposes failing which the tender will not be evaluated further.**

1.9. GENERAL

1.9.1. Awarding of tender

The municipality may award the tender for specification A and specification B separately or as a whole to one contractor

1.9.2. Evaluation

Evaluation will be done on a fictitious project

1.9.3. Supply all equipment

Service Providers are to supply all equipment required to undertake and complete the work as specified and no additional payments will be entertained.

1.9.4. Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures and any damage as may be caused will be repaired by the Council at the Service Provider's expense.

1.9.5. Cease work

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The Council's representative may instruct the Service Provider to cease work if the desilting method is deemed to be unsatisfactory, a danger or inconvenience to the public.

1.9.6. Communication

The Service Provider is to provide his supervisory and operational staff with cellular phone for communication and contact purposes for the duration of the contract.

1.9.7. Identification

The service Provider shall provide all his/her staff with uniforms for identification purposes. Identification cards or tags would be an added benefit for monitoring purposes.

1.9.8. Office Hours

Office Hours are 07h30-16h30 on weekdays for administration purposes.

1.9.9. Subcontract

No subcontracting will be allowed.

1.9.10. Signing off of De-silting Task

The Service Provider shall, prior to departure from site, advise the relevant Council representative of completion of the de-silting task. The Council representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the de-silting task.

1.10.COMMENCEMENT OF WORK

1.10.1. NO work may start without an official **Purchase Order** notification for the type of work to be done by the service provider (except after hours – official order to be provided within 3 working days)

1.10.2. The appointed service providers will be required to have all resources (labour, plant and equipment) on site **within 7 days** after the issuing of an official order – **scheduled maintenance** (see Schedule A of pricing schedule).

1.10.3. The appointed service providers will be required to have all resources (labour, plant and equipment) on site **within 8 hours** following a request to provide a service – **emergency cleaning** (see Schedule B of pricing schedule).

1.11.PENALTIES

1.11.1. Scheduled maintenance - should the Service Provider fail to respond within the times as set out above, a penalty equal to 10% of the total cost of the work will be deducted from any monies due, for each day in breach.

1.11.2. Emergency cleaning - should the Service Provider fail to respond within the times as set out above, a penalty equal to 10% of the total cost of the work will be deducted from any monies due, for each hour in breach.

1.12.SUBMISSION OF INVOICES

1.12.1. Invoices

The invoice must clearly state the municipal order number, location where service was provided and be accompanied by a copy of the signed off work sheet by the Council representative, failing which no payment will be made.

1.13.PRICING INSTRUCTIONS:

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- 1.13.1. All prices shall be tendered excluding VAT but including customs or excise duty any other duty, levy, or other applicable tax.
- 1.13.2. All prices shall be tendered in accordance with the units specified in this schedule.
- 1.13.3. All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contracts as well as overhead charges and profit (in the event that the tender is successful). All prices will be final and binding.
- 1.13.4. The tenderer will be paid the hourly rate from the time of arrival on site until completion of the work as specified.(travelling costs must be included by the tenderer in the tendered rates)
- 1.13.5. Tenderer to tender on all items as per the pricing schedule
- 1.13.6. The tender shall remain valid for 90 days

1.14.TENDER PERIOD

The tender period shall be from the date of appointment to 30 June 2015

1.15.ESCALATION

Tender prices shall remain firm until 30 June 2013 where-after an escalation of 8% p.a. will be applicable until 30 June 2015

2. SEWERAGE NETWORK: JETTING AND VACUUM CLEANING OF SEWER PIPELINES

2.1. SCOPE

This specification and covers the requirements for the routine and emergency cleaning of sewers pipelines including manholes, and cleaning of blocked sewers using high pressure water jetting equipment and vacuum trucks on an "as and when" required basis.

2.2. SERVICING SPECIFICATIONS FOR CLEANING OF SEWER PIPELINES

2.2.1. Cleaning Operation

- 2.2.1.1. The sewer cleaning includes the cleaning, unblocking and removal of sand, sediment, grit, fatty deposits, slime, sludge, tree roots and other foreign matter. All silt, debris deposits on pipe walls, etc. must be removed completely.
- 2.2.1.2. The Service Provider shall consider all, circumstances, type of sewers, age and working environment appropriately and select the appropriate jetting nozzle and flow rate.
- 2.2.1.3. Care shall be taken to avoid excessive pressures when using jetting equipment in corroded or damaged pipelines to avoid further damage. The minimum pressure necessary to clean the sewers must be used to avoid any structural damage to the sewer.
- 2.2.1.4. All foreign material such as rags, fats, bacteriological slimes, roots, soft encrustations and grease shall be removed. The Service Provider shall continuously inspect the removed debris to ensure the correct machine and nozzles are used. A record of the type of debris shall be kept to allow the Engineer and Employer to consider certain sewers for proactive cleaning programme.
- 2.2.1.5. The Service Provider shall specifically record sewers containing sediment, fat, oil and grease build-up.

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- 2.2.1.6. All material shall be collected by means of a sand-trap, weir, dam, elbow or blocking device in the downstream manhole and the debris shall be removed from the pipeline.
- 2.2.1.7. The Service Provider shall not allow cleaning material to pass further than the downstream manhole.
- 2.2.1.8. The Service Provider shall implement all the necessary safety measures and provide the lights, guards, fencing and watching necessary for the safety and convenience of the public.
- 2.2.1.9. Manholes covers and frames are to be cleaned before closing and the cover properly seated in the frame.
- 2.2.1.10. The stationary time of a nozzle shall under no circumstances exceed one minute and where blockages in a single location are problematic, the nozzle shall be moved forwards and backwards to ensure that the stationary time at a fixed point does not exceed one minute.

2.2.2. Disposal of Material

The waste material shall be removed and transported to the Waste Water Treatment Works in the case of sewer pipelines.

2.3. METHOD STATEMENT

- 2.3.1. The tender must submit a comprehensive method statement for the cleaning of the sewer pipelines. The preferred Service Provider may be required to demonstrate their operational capability to satisfy the Council's technical representative that he/she is able to undertake the work
- 2.3.2. **The Tenderer shall attached the comprehensive method statement(s) to his/her tender document for evaluation purposes failing which the tender will not be evaluated further. Please note that the method statement(s) will be used for evaluation purposes.**

2.4. HEALTH AND SAFETY

2.4.1. Occupational Health and Safety Act 1994 (Act No. 85 of 1993)

- 2.4.1.1. The Service Provider shall comply with the Occupational Health and Safety Act 1994 (Act no. 85 of 1993) and in particular with its Construction Regulations of 2003.
- 2.4.1.2. All the works included in this Contract shall, for the purpose of complying with the OHS Act and the Construction regulation, be deemed to be "construction work".
- 2.4.1.3. It should be noted that, with a few exception, the Standard Specifications and the Project Specifications are "end product specifications" and not "method specifications". As the method of construction to be used are generally determined by the Service Provider, detailed safety requirements applicable to all the operations to be carried out on Site are not provided in the project documentation. The Service Provider shall apply all the relevant safety requirements to the work methods and materials used.

2.4.2. Factories, Machinery and Building Work Act of 1941

All equipment provided and used and all work carried out under this Contract shall meet the requirements of the Occupational Health Safety Act and those Regulations under the Factories, Machinery and Building Work Act of 1941 still remaining in force

2.4.3. Protective Equipment

The Service Provider shall provide all his/her workers with all necessary protective clothing for use at all time when in direct contact with the sewage debris/silt material and shall ensure that, at least, the following list of personnel protective equipment is in general use:

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2.4.4. Hazardous gasses

All Service Providers who will be working with live sewers shall be required to observe those sections of the OHS Act and Regulations which deal with working in confined spaces and dealing with hazardous gasses. All manholes and sewers shall be tested for hazardous gasses on a continuous basis to ensure worker safety. The Service Provider shall ensure that the necessary functional gas testing equipment is available on site at all times. Breathing apparatus shall be available as and required.

2.4.5. Vaccination certificates

The successful Service Provider(s) will also be required to provide proof of applicable vaccination certificates before issuing of any purchase order, as preventative measure to ensure the health and safety of all field employees.

2.4.6. PERSONNEL

2.4.6.1. The Service Provider's approved representative for cleaning shall be in attendance during all cleaning operations

2.4.6.2. **Tenderers shall attach a list of employees to be employed for this contract indicating experience in work of a similar nature to that for which their tender is submitted, for evaluation purposes failing which the tender will not be evaluated further.** The attention of service providers is particularly drawn to the high standard of workmanship applicable to this contract.

2.5. VEHICLES, PLANT and EQUIPMENT

2.5.1. Roadworthy, license and identification

2.5.1.1. All vehicles to be used for this contract are to be roadworthy and licensed for use on public roads at all times and must make provisions for the safe and lawful transportation of workers. Those vehicles used to transport debris removed from sewers must be able to do so in a safe and none-offensive manner and must have the Service Providers name and telephone number prominently displayed. All vehicles to be used for this contract must conform to the Road Traffic Act RTA, Act 93 of 1996. Copies of proof of licensing and the ownership should be submitted along with your tender document.

2.5.1.2. All vehicles, plant, machinery, equipment and containers used on this contract must be in a serviceable condition and must be readily available for inspection to ensure that it is to specification and must meet with the approval of the employer

2.5.1.3. The vehicle and equipment shall bear the Service Provider name and contract details.

2.5.1.4. Extreme care must be taken to prevent any spillage and suitable tools shall be available to immediately clean up any spillage.

2.5.1.5. A combination Jetting Machine and Vacuum Tanker must be provided

2.5.1.6. The jetting machine shall be capable of providing a variable jetting pressure of at least 150 bar at a flow rate of at least 220 liters per minutes, measures at the pump.

2.5.1.7. The jetting machine shall be a minimum of 19mm nominal in diameter with a minimum length of 120 meters. The jetting hose shall be wound onto a hose reel, which is power driven in both directions.

2.5.1.8. The unit must carry a full range of nozzles, including forward blasters for breaking blockages and route cutting equipment.

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- 2.5.1.9. The jetting machine water tank must be filled through an approved pressure break, which shall be a minimum of twice the feed in diameter above the spillover level.
- 2.5.1.10. The vacuum unit shall have Airflow or Roots type blowers providing suction via a 100mm minimum diameter suction pipe that shall effectively pick up wet and dry materials from a dept up to 5 meters.
- 2.5.1.11. The combination unit must have separate debris and water tanks with a minimum 5m³ and 4m³ capacity respectively.
- 2.5.1.12. Debris tanks must be tightly sealed to avoid liquid leaking out of the vehicle onto roads during transportation.
- 2.5.1.13. The debris tank shall have hydraulically operated door and shall discharge the solids by means of tipping or a hydraulic ran.
- 2.5.1.14. Each combination unit shall carry the following minimum equipment apart from the tanks, pumps, hoses and jetting equipment required above:
 - 2.5.1.14.1. Safety/first aid kit
 - 2.5.1.14.2. Manhole lifter
 - 2.5.1.14.3. Pick, Space, Sledge, hammer, broom
 - 2.5.1.14.4. Retro-jet
 - 2.5.1.14.5. Pointed or penetrating nozzle (forward blaster)
 - 2.5.1.14.6. Rotating nozzle or chain flail
 - 2.5.1.14.7. 10m minimum lay flat hose for the water tank
 - 2.5.1.14.8. 10m minimum lay flat house for decanting the liquid from the debris tank
 - 2.5.1.14.9. Elbow or similar blocking device to prevent material being washed downstream
 - 2.5.1.14.10. Metered standpipe
 - 2.5.1.14.11. Traffic cones and delineators
 - 2.5.1.14.12. Traffic accommodation signs
 - 2.5.1.14.13. Gas detector
 - 2.5.1.14.14. Torches and mirrors for inspecting sewers
 - 2.5.1.14.15. The Tendered shall attach the comprehensive list of vehicles and equipment to be used for the execution of the tender to his/her tender document for evaluation purposes and evaluation purposes failing which the tender will not be evaluated further. Council reserves the right to inspect the proposed equipment to be used.

2.6. AVAILABLE FACILITIES

2.6.1. Facilities

No toilet, water, electricity or storage facilities are available and the Service Provider is to make his own arrangements with regard thereto.

2.6.2. Water Supply

The Service Provider shall make his/her own arrangements for the supply of water for the operation. Only Council metered standpipes shall be used and these can be obtained from the municipality against a deposit. Normal chargers will be levied for water consumption.

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2.7. STANDARD OF WORKMANSHIP

2.7.1. Previous experience

Tenders will only be considered from Service Providers who have had adequate previous experience in comparable works. **The Tendered shall attach a comprehensive list of projects of work of a similar nature previously executed to his/her tender document for evaluation purposes failing which the tender will not be evaluated further.**

2.8. GENERAL

2.8.1. Awarding of tender

The municipality may award the tender for specification A and specification B separately to more than one contractor or as a whole to one contractor

2.8.2. Evaluation

Evaluation will be done on a fictitious project

2.8.3. Supply all equipment

Service Providers are to supply all equipment required to undertake and complete the work as specified and no additional payments will be entertained.

2.8.4. Damage to infrastructure

The apparatus and methods used shall not cause any damage to pipes, manholes, property or fixtures and any damage as may be caused will be repaired by the Council at the Service Provider's expense.

2.8.5. Cease work

The Council's representative may instruct the Service Provider to cease work if the desilting method is deemed to be unsatisfactory, a danger or inconvenience to the public.

2.8.6. Communication

The Service Provider is to provide his supervisory and operational staff with cellular phone for communication and contact purposes for the duration of the contract.

2.8.7. Identification

The service Provider shall provide all his/her staff with uniforms for identification purposes. Identification cards or tags would be an added benefit for monitoring purposes.

2.8.8. Office Hours

Site office hours are 07h30-16h30 on weekdays for administration purposes.

2.8.9. Subcontract

No subcontracting will be allowed..

2.8.10. Signing off of task

The Service Provider shall, prior to departure from site, advice the relevant Council representative of completion of the task. The Council representative will have sole discretion if the work has been completed satisfactorily and will be required to sign off the worksheet for the task.

2.9. COMMENCEMENT OF WORK

2.9.1. No work may start without an official **order** notification for the type of work to be done by the service provider.(except after hours – official order to be provided within 3 working days)

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2.9.2. The appointed service providers will be required to have all resources (labour, plant and equipment) on site **within 7 days** after the issuing of an official order – **scheduled maintenance** (see Schedule A of pricing schedule).

2.9.3. The appointed service providers will be required to have all resources (labour, plant and equipment) on site **within 3 hours** after the issuing of an official order – **emergency cleaning** (see Schedule B of pricing schedule).

2.10. PENALTIES

2.10.1. Scheduled maintenance - should the Service Provider fail to respond within the times as set out above, a penalty equal to 10% of the total cost of the work will be deducted from any monies due, for each day in breach.

2.10.2. Emergency cleaning - should the Service Provider fail to respond within the times as set out above, a penalty equal to 10% of the total cost of the work will be deducted from any monies due, for each hour in breach.

2.11. SUBMISSION OF INVOICES

2.11.1. Invoices

The invoice must clearly state the municipal order number, location where service was provided and be accompanied by a copy of the signed off work sheet by the Council representative, failing which no payment will be made.

2.12. PRICING INSTRUCTIONS

2.12.1. All prices shall be tendered excluding VAT but including customs or excise duty any other duty, levy, or other applicable tax.

2.12.2. All prices shall be tendered in accordance with the units specified in this schedule.

2.12.3. All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contracts as well as overhead charges and profit (in the event that the tender is successful). All prices will be final and binding.

2.12.4. The tenderer will be paid the hourly rate from the time of arrival on site until completion of the work as specified. (travelling costs must be included by the tenderer in the tendered rates)

2.12.5. Tenderer to tender on all items as per the pricing schedule

2.12.6. The tender offer shall remain valid for 90 days

2.13. TENDER PERIOD

The contract period shall be from the date of appointment to 30 June 2015.

2.14. ESCALATION

Tender prices shall remain firm until 30 June 2013 where-after an escalation of 8% per annum will be applicable until 30 June 2015.

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15. EVALUATION OF QUALITY OF TENDER OFFER

Tenderers will be allocated a quality score out of 100 in terms of the Quality Scoring Evaluation Criteria Table below. The score for quality will be determined by the Employers and /or his agent, based on his interpretation of the comparative quality of the various tenders, as evidenced by the documentation provided with the tender.

The minimum quality score required is 70%. Tenderers who do not obtain this minimum score will not be considered responsive and their tender will not be evaluation further.

For each item of the Quality Scoring Evaluation Criteria Table, the allocated score will be a percentage of the maximum specified for that particular item, in accordance with the following scale:

No evidence provider:	0%
Poor:	25%
Mediocre:	40%
Average:	65%
Good:	80%
Excellent:	100%

The tenderer must complete the following schedules to obtain quality points.

Item	Description of quality criteria	Maximum Points available	Points attained	No Evidence Provided (0%)	Poor (25%)	Mediocre (40%)	Average (65%)	Good (80%)	Excellent (100%)
1	Thorough completion of returnable schedules/technical detail sheet and provision of other information required with the tender as listed	15							
2	Method statement for cleaning of sewer pump stations (see item 3.2)	20							
3	Submission and quality of CVs of staff to be employed on the Contract, showing expertise and experience with work of a similar nature(see item 5.2)	20							
4	Provide list of vehicles and equipment owned by the tenderer which shall be used on the contract(see item 6.1.5)	25							
5	Detailed list and description of relevant Projects /work, with contact details for clients references (see item 8.1)	20							
Total points allocated for quality		100		0	25	40	65	80	100

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



16. DETAILS OF EXPERIENCE OF EMPLOYEES TO BE EMPLOYED FOR THIS PROJECT

Tenderers shall set out the schedule hereunder details of the Employees' experience in work of a similar nature to that for which their Tender is submitted. The successful tender shall employ the employees for this specific contract or substitute the employees with employees with similar qualifications and experience.

CONTRACT MANAGER	NAME: _____ QUALIFICATION: _____ NO OF YEARS APPLICABLE EXPERIENCE: _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED
FOREMAN FOR JET AND VACUUM CLEANING	NAME: _____ QUALIFICATION: _____ NO OF YEARS APPLICABLE EXPERIENCE: _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



17. CONSTRUCTION VEHICLES & EQUIPMENT

The following are list of major items of relevant equipment that I/we presently own and will be used on the contract. The equipment will be made available for inspection during the tender evaluation period.

- (a) Details of major equipment that is owned by and immediately available for this contract and will be used for the jet and vacuum cleaning of sewer pump stations.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required

NB: After the award of the contract, the contractor must satisfy the engineer that all the above equipment or equivalent equipment will be on the site at all times when required. The contractor shall maintain all equipment in a good working order for the duration of the contract.

The contractor also undertakes to bring onto the site, without additional costs to the employer, any additional equipment which, in the opinion of the engineer, is necessary for completing the contract within the tendered contract period.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
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MUNICIPALITY

18. SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed or currently executed by myself/ourselves:

Employment, Contract person and telephone number	Description of Contract and nature of work	Value of Work Inclusive of VAT (Rand)	Date Completed/ Anticipated date of completion

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. EVALUATION OF QUALITY OF TENDER OFFER

Tenderers will be allocated a quality score out of 100 in terms of the Quality Scoring Evaluation Criteria Table below. The score for quality will be determined by the Employers and /or his agent, based on his interpretation of the comparative quality of the various tenders, as evidenced by the documentation provided with the tender.

The minimum quality score required is 70%. Tenderers who do not obtain this minimum score will not be considered responsive and their tender will not be evaluation further.

For each item of the Quality Scoring Evaluation Criteria Table, the allocated score will be a percentage of the maximum specified for that particular item, in accordance with the following scale:

- No evidence provider: 0%
- Poor: 25%
- Mediocre: 40%
- Average: 65%
- Good: 80%
- Excellent: 100%

The tenderer must complete the following schedules to obtain quality points.

Item	Description of quality criteria	Maximum Points available	Points attained	No Evidence Provided (0%)	Poor (25%)	Mediocre (40%)	Average (65%)	Good (80%)	Excellent (100%)
1	Thorough completion of returnable schedules/technical detail sheet and provision of other information required with the tender as listed	15							
2	Method statement for cleaning of sewer pipelines (see item 3.2)	20							
3.	Submission and quality of CVs of staff to be employed on the Contract, showing expertise and experience with work of a similar nature(see item 5.2)	20							
4.	Provide list of vehicles and equipment owned by the tenderer which shall be used on the contract(see item 6.1.15)	25							
5.	Detailed list and description of relevant Projects /work, with contact details for clients references (see item 8.1)	20							
Total points allocated for quality		100		0	25	40	65	80	100

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



20. DETAILS OF EXPERIENCE OF EMPLOYEES TO BE EMPLOYED FOR THIS PROJECT

Tenderers shall set out the schedule hereunder details of the Employees' experience in work of a similar nature to that for which their Tender is submitted. The successful tender shall employ the employees for this specific contract or substitute the employees with employees with similar qualifications and experience.

CONTRACT MANAGER	NAME: _____			
	QUALIFICATION: _____			
	NO OF YEARS APPLICABLE EXPERIENCE: _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED
FOREMAN FOR JET AND VACUUM CLEANING	NAME: _____			
	QUALIFICATION: _____			
	NO OF YEARS APPLICABLE EXPERIENCE: _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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MUNICIPALITY

21. CONSTRUCTION VEHICLES & EQUIPMENT

The following are list of major items of relevant equipment that I/we presently own and will be used on the contract. The equipment will be made available for inspection during the tender evaluation period.

(a) Details of major equipment that is owned by and immediately available for this contract and will be used for the jet and vacuum cleaning of sewer pump stations.

Quantity	Description, Size, Capacity, etc.

Attach additional pages if more space is required

NB: After the award of the contract, the contractor must satisfy the engineer that all the above equipment or equivalent equipment will be on the site at all times when required. The contractor shall maintain all equipment in a good working order for the duration of the contract.

The contractor also undertakes to bring onto the site, without additional costs to the employer, any additional equipment which, in the opinion of the engineer, is necessary for completing the contract within the tendered contract period.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



22. SCHEDULE OF WORK CARRIED OUT BY THE TENDERER

The following is a statement of similar work successfully executed or currently executed by myself/ourselves:

Employment, Contract person and telephone number	Description of Contract and nature of work	Value of Work Inclusive of VAT (Rand)	Date Completed/ Anticipated date of completion

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



23. PRICING SCHEDULE

NOTE:

1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
2. Document **MUST** be completed in non-erasable black ink and
3. **NO** correction fluid/tape may be used.
4. Tenderers must include value added tax (VAT) as well as any other tax which may be applicable

Schedule A

ITEM	DESCRIPTION	RATES PER HOUR (Excl. VAT)
1	Routine cleaning, and removal of all silt, sand, sludge, roots and other debris from sewer pump stations wet wells and deposit the material at the sewerage treatment plant as specified:	
1.1	Normal working day: 07h30 to 12h00/12h30 to 16h30 Monday to Friday	
1.2	After normal hours	

Schedule B

ITEM	DESCRIPTION	RATES PER HOUR (Excl. VAT)
2	Emergency cleaning and removal of all silts, sand, sludge, roots and other debris from sewer pump stations wet wells and deposit the material at the Sewerage treatment plant as specified:	
2.1	Normal working day: 07h30 to 12h00/12h30 to 16h30 Monday to Friday	
2.2	After normal hours	

Schedule C

ITEM	DESCRIPTION	RATES PER HOUR (Excl. VAT)
1	Routine cleaning, and removal of all silt, sand, sludge, roots and other debris from sewer/storm water pipelines and deposit the material at the sewerage treatment plant as specified	
1.1	Normal working day: 07h30 to 12h00/12h30 to 16h30 Monday to Friday	
1.2	After normal hours	

Schedule D

ITEM	DESCRIPTION	RATES PER HOUR (Excl. VAT)
2	Emergency cleaning and removal of all silts, sand, sludge, roots and other debris from sewer/storm water pipelines and deposit the material at the sewerage treatment plant as specified	
2.1	Normal working day: 07h30 to 12h00/12h30 to 16h30 Monday to Friday	
2.2	After normal hours	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



24. MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES

NB:

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

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

5. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____, in accordance with the requirements and task directives / proposals / specifications stipulated in Bid Number _____, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.

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

10. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

11. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

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

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

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



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

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

REFER TO FORM OF OFFER – page 58 – FOR PRICING

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

SIGNED AT _____ on this _____ day of _____ 20

SIGNATURE:		OFFICIAL STAMP:
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

25. 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: <i>Confirm attachment of the completed documents</i>			
<i>I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official</i>			
<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 aandeelhouing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
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: <ul style="list-style-type: none"> (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; (ii) been convicted for fraud or corruption during the past five years; (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or (v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004). 			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	If so, furnish particulars.			

3.10	Is the supplier or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	YES		NO	
3.10.1	If so, furnish particulars.				
3.11	Was the supplier or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES		NO	
3.11.1	If so, furnish particulars.				
3.12	Does the supplier or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES		NO	
3.12.1	If so, furnish particulars.				
3.13	Was any contract between the supplier and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES		NO	
3.13.1	If so, furnish particulars.				

CERTIFICATION

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

Signature	Position	Date

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

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____, 20____,</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p>Apply official stamp of authority on this page:</p>
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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	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
Security Officer's Board	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	If applicable -for security industry	Security Service Regulatory Authority
Proof of Disability	If owner is disabled	If Shareholder is 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			