TENDER NO.: SC 1150/2011

SUPPLY AND DELIVERY OF A HIGH PRESSURE STEAM MACHINE AND AIR COMPRESSOR FOR THE MECHANICAL WORKSHOP

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE
OVERSTRAND MUNICIPALITY

PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **KOBUS ARENDSE**
TELEPHONE: **028 313 8920**

NAME OF TENDERER:		
Total Bid Price (Inclusive of VAT): ***PRICING SCHEDULE – page 42***	**High Pressure Steam Machine (Hot Water):**	
	Air Compressor:	
COMPLETION PERIOD IN WEEKS:	**NOT APPLICABLE**	
ALTERNATIVE PRICE	**NOT APPLICABLE**	

NOVEMBER 2011

MUNISIPALITEIT **MUNICIPALITY**

KLEINMOND	**HERMANUS**	**STANFORD**	**GANSBAAI**
Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241

TENDER DETAILS			
TENDER NUMBER:	**SC 1150/2011**		
TENDER TITLE:	**SUPPLY AND DELIVERY OF A HIGH PRESSURE STEAM MACHINE AND AIR COMPRESSOR FOR THE MECHANICAL WORKSHOP**		
CLOSING DATE:	**2011/11/18**	CLOSING TIME:	**12H00**
BID BOX NO:	**4**	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

TENDERER DETAILS			
NAME OF TENDERER:			
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**	**KOBUS ARENDSE**
TEL. #	**028 313 8956**	**028 313 8920**

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

1. TENDER NOTICE & INVITATION TO TENDER

QUOTATION NO. SC 1150/2011

SUPPLY AND DELIVERY OF A HIGH PRESSURE STEAM MACHINE AND AIR COMPRESSOR FOR THE MECHANICAL WORKSHOP

Quotations are hereby invited for: **Supply & Delivery of High Pressure Steam Machine and Air Compressor for the Mechanical Workshop.**

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

Sealed quotations, with **"Quotation No. SC1150/2011: Supply & Delivery of High Pressure Steam Machine and Air Compressor for the Mechanical Workshop"** clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

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

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

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

Please refer enquiries to **Mr. Kobus Arendse** at telephone number: **028 313 8920.**

2. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

3. PARTNERSHIP

We, the undersigned partners in the business trading as _____

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

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

By resolution of members at a meeting on _____ 20_____at _____

_____ , Mr/Ms _____ , whose signature appears below, has been authorized to sign all documents in connection with this bid on behalf of (Name of Close Corporation) _____

Full name of member	Residential address	Signature

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

3. 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.

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.

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.

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.

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.

18. Variation orders

In cases where the estimated value of the envisaged changes in purchase does not vary more tha15% 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

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 of 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.

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.

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 0f 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.

4. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the **"Tender Number and Title"** clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.

2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia 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]*

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.

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

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.

4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.

5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally of 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

6. MBD 4 – DECLARATION OF INTEREST

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

3.1.	**Full Name of bidder or his or her representative**	
3.2.	**Identity Number**	
3.3.	**Position occupied in the Company (director, shareholder etc.)**	
3.4.	**Company Registration Number**	
3.5.	**Tax Reference Number**	
3.6.	**VAT Registration Number**	

3.7.	**Are you presently in the service of the state?**	**YES**	**NO**
3.7.1.	If so, furnish particulars:		
3.8.	**Have you been in the service of the state for the past twelve months?**	**YES**	**NO**
3.8.1.	If so, furnish particulars:		

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

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

3.9.	**Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?**	**YES**	**NO**
3.9.1.	If so, furnish particulars:		
3.10.	**Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?**	**YES**	**NO**
3.10.1.	If so, furnish particulars:		
3.11.	**Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state?**	**YES**	**NO**
3.11.1.	If so, furnish particulars:		
3.12.	**Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state?**	**YES**	**NO**
3.12.1.	If so, furnish particulars:		

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

7. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 – PURCHASES/SERVICES

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of Equity Ownership by Historically Disadvantaged Individuals (HDIs), as prescribed in the *Preferential Procurement Regulations, 2001.*

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

1.a.1. the 80/20 system for requirements with a Rand value of up to R500 000; and
1.a.2. the 90/10 system for requirements with a Rand value above R500 000.

1.2. The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- Price
- Specific contract participation goals, as specified in the attached forms.

1.4. The points for this bid are allocated as follows:

	POINTS
1.4.1. PRICE	**80**
1.4.2. SPECIFIC CONTRACT PARTICIPATION GOALS	**20**
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	2
(iii) who has a disability	2
(b) Other specific goals (goals of the RDP- plus local manufacture)	
(i) Local tenderers MBD 6.9 (Western Cape Province)	8
(ii) Local tenderers MBD 6.10 (Overberg Region)	10
(iii) Local tenderers MBD 6.11 (Overstrand Municipality)	12
Total points for Price, HDIs and other RDP- goals must not exceed	**100**

Separate Preference Points Claim Forms will be used for the promotion of the specific goals for which points have been allocated in paragraph 1.4.2 (b) above.

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

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

2. GENERAL DEFINITIONS

2.1. "*Acceptable bid*" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.

2.2. "*Bid*" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.

2.3. "*Comparative price*" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

2.4. "*Consortium or joint venture*" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

2.5. "*Contract*" means the agreement that results from the acceptance of a bid by an organ of state.

2.6. "*Specific contract participation goals*" means the goals as stipulated in the Preferential Procurement Regulations 2001.

2.6.1. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.

2.7. "*Control*" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

2.8. "*Disability*" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

2.9. "*Equity Ownership*" means the percentage ownership and control, exercised by individuals within an enterprise.

2.10. "*Historically Disadvantaged Individual (HDI*)" means a South African citizen:

2.10.1. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (act no 200 of 1993) ("the interim constitution); and/or

2.10.2. Who is a female; and/or

2.10.3. Who has a disability:

2.10.4. Provided that a person who obtained South African citizenship on or after the coming to effect of the interim constitution, is deemed not to be a HDI;

2.11. "*Management*" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

2.12. "*Owned*" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

2.13. "*Person*" includes reference to a juristic person.

2.14. "*Rand value*" means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.

2.15. "*Small, Medium and Micro Enterprises (SMMEs*)" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).

2.16. "*Sub-contracting*" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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.

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. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

3.1. Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.

3.2. Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

4. ADJUDICATION USING A POINT SYSTEM

4.1. The bidder obtaining the highest number of points will be awarded the contract.

4.2. Preference points shall be calculated after prices have been brought to a comparative basis.

4.3. Points scored will be rounded off to 2 decimal places.

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

5. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\min}{P\min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\min}{P\min}\right)$$

Where:

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

6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

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

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

Where:

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

6.2. Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.

6.3. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.

6.4. Public companies and tertiary institutions do not qualify for HDI preference points.

6.5. A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.

6.6. A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

7. BID DECLARATION

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

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

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

9. DECLARATION WITH REGARD TO EQUITY

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

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

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

*Indicate YES or NO

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

11. Consortium / Joint Venture

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

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

12. DECLARATION

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

a. The information furnished is true and correct.

b. The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.

c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.

d. If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -

i. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and

ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

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

NB:

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

1. Regulation 17(3) (e) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific province for work to be done or services to be rendered in that province.

2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Western Cape Province**. This includes an enterprise whose head office may be situated in another province, but has established a fully-fledged branch within the Province. Enterprises located outside the borders of the Province and who only appoint agents and/or commission warehouses in the Province are expressly excluded from claiming points for this goal.

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the Provincial economy by procuring locally	**8**

3. Preference points may only be claimed by enterprises located within the borders of the **Western Cape Province**. (See paragraph 2 above).

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

5. **DECLARATION WITH REGARD TO LOCALITY**

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

Physical Address of **Local Enterprise:**	
Postal Address of **Local Enterprise:**	
Telephone number:	
Fax number:	
Physical Address of **Head Office:**	
Postal Address of **Head Office:**	
Telephone number:	
Fax number:	

6. DECLARATION

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

a. The information furnished is true and correct.

b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.

c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-

   i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and

   ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

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

NB:

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

1. Regulation 17(3) (f) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific region for work to be done or services to be rendered in that region.

2. The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overberg Region** of the Western Cape Province. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this Region. Enterprises located outside the borders of this Region and who only appoint agents and/or commission warehouses in this Region are expressly excluded from claiming points for this goal.

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the Provincial economy by procuring locally from enterprises located in the **Overberg Region**	**10**

3. Preference points may only be claimed by enterprises located within the **Overberg Region**. (See paragraph 2 above).

4. BID DECLARATION

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

5. DECLARATION WITH REGARD TO LOCALITY

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

Physical Address of **Local Enterprise:**	
Postal Address of **Local Enterprise:**	
Telephone number:	
Fax number:	
Physical Address of **Head Office:**	
Postal Address of **Head Office:**	
Telephone number:	
Fax number:	

6. DECLARATION

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

a. The information furnished is true and correct.

b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.

c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-

   i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and

   ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

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

NB:

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

1 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.

2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overstrand Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

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

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

4 BID DECLARATION

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

5 DECLARATION WITH REGARD TO LOCALITY

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

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

6 DECLARATION

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

a. The information furnished is true and correct.

b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.

c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-

   i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and

   ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

5. CERTIFICATION

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

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

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

12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids[2] invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[3] Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

    a. take all reasonable steps to prevent such abuse;

    b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

    c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

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

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

(a) has been requested to submit a bid in response to this bid invitation;

(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium[4] will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

   f) prices;

   g) geographical area where product or service will be rendered (market allocation)

   h) methods, factors or formulas used to calculate prices;

   i) the intention or decision to submit or not to submit, a bid;

   j) the submission of a bid which does not meet the specifications and conditions of the bid; or

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

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

13. 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):

PART B – SPECIFICATIONS AND PRICING SCHEDULE

14. SPECIFICATIONS

Quotation No. SC 1150/2011

Supply & Delivery of a High Pressure Steam Machine and an Air Compressor for the Mechanical Workshop

1. Background

The Overstrand Municipality requires the **Supply & Delivery of a High Pressure Steam Machine and an Air Compressor for the Mechanical Workshop in Hermanus.** The equipment is to be used at the mechanical workshop for respectively industrial cleaning purposes and for the operation of tools.

2. Delivery

- Delivery must take place within 14 days of the issuance of an official order by the municipality.
- Price(s) must include delivery charges

3. Validity

The bid must be valid for a period of sixty (60) days after the closing date.

4. General Conditions:

- Price(s) must be firm and exclusive of VAT
- Must indicate a warranty period (at least 1 year)
- Service agent to be within a radius of not more than 150 km from Hermanus Municipal Workshop

5. Mobile High Pressure Hot Water Steam Machine

- Minimum Pressure: 180 Bar
- Minimum Water delivery: 900 ℓ.p.h.
- Minimum Power: 380V (3 phase motor)
- Minimum Electric Motor capacity: 6.5 kW
- High pressure hose pipe: 10 m length with trigger handle, spray lance and nozzle
- To be equipped with adjustable hot water temperature switch and should be able to reach a temperature of at least 60℃

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

6. Industrial Air Compressor

- Minimum Air delivery: 10 Bar
- Minimum Electric Motor capacity: 7.5 kW (10 HP) compressor
- Mounted onto a 300 Lt receiver
- Twin cylinder compressor (piston type)

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

15. MBD 3.1 – PRICING SCHEDULE – FIRM PRICES - (GOODS)

NOTE:

- **Only firm prices will be accepted. Non-firm prices (including prices subject to rates of exchange variations) will not be considered.**
- **In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.**
- **All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.**
- **Document MUST be completed in non-erasable black ink.**

I / We _____

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

of the firm _____

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

A. Bid Price per Item:

	DESCRIPTION OF EQUIPMENT	QTY	Warranty Period (months / years)	UNIT PRICE (Excl. Vat)	VAT AMOUNT	UNIT PRICE (Incl. Vat)
1.	High Pressure Steam Machine (Hot Water)	**1**				
2.	Air Compressor	**1**				

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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 Yenkqubo Ekhethekileyo Yokufumana
3	Declaration By Supplier
4	National Small Business Act No. 102 Of 1996 Classification
5	Documents Required
6	Nature Of Operations, Products Or Services
7	Credit Order Instruction

FOR OFFICE USE ONLY: *Confirm attachment of the completed documents*					
I confirm that I have removed the Supplier Database Registration Forms from the tender document and forwarded it to the Supplier Database Official					
Pages removed from page number:		*To page number:*		*Date*	
Print Name		*Signature*			

DATABASE REGISTRATION FORM

VAT/BTW REG. NO: 4140106396 **www.overstrand.gov.za** **OM-C1**

HERMANUS	HANGKLIP-KLEINMOND		STANFORD	GANSBAAI
Magnoliastraat 1 Magnolia Street ✉ **20** 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182	5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100		Queen Victoriastraat 15 Queen Victoria Street ✉ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445	Hoofstraat Main Road ✉ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241

KREDITEURE: Registrasie op databasis ingevolge:	1. Wet op die Raamwerk vir Voorkeurverkrygingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermentskennisgewing No.97 van 03 Februarie 2000 – Staatskoerant No. 20854) 2. Voorkeurverkrygingsregulasies (No. R.725 van 10 Augustus 2001) uitgevaardig ingevolge bogemelde Wet (Staatskoerant No. 22549) 3. Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003
CREDITORS: Registration on data base in terms of:	1. Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854) 2. Preferential Procurement Regulations (No. R.725 of 10 August 2001) promulgated in terms of abovementioned Act (Government Gazette No. 22549) 3. Local Government: Municipal Finance Management Act No. 56 Of 2003
ABANTU ENINAMATYALA KUBO: Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathelele..	1. Ubume benkqubo ekhethekileyo yokufumana Umthetho ongunombolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000-Iphepha-ndaba lombuso likaRhulumente unombolo 20854) 2. Imithetho yenkqubo ekhethekiuleyo yokufumana (Nombolo R725 ka-Agasti 2001) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (Iphepha-ndaba lombuso likaRhulumente elingunombolo 22549) 3. Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongunombolo 56 ka -2003

Handelsnaam van onderneming Trade name of enterprise Igama lokushishina loshishino	
Posadres / Postal address Idilesi yeposi	
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino	
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo	

Tipe onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loshishino (Phawula ngo-X)	1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Vennootskap/ Partnership/ Uthelelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company /Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itrasti, njl-njl.

CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)	
BTW nommer / VAT number/ inombolo ye-VAT	
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.	

Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ungazibhaleli nayiphi na into engaphezulu, nika izizathu:

Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iiinkcukacha zomntu othatha uxanduva okanye zomnini

Van / Surname / Ifani	
Voornaam / First name / Amagama	
Hoedanigheid / Designation / Ubume emsebenzini	

Besonderhede van skakelbeampte / Particulars of liason officer / Iinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)

Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani	
Hoedanigheid/Designation/Ubume omsebenzi	
Selfoon / Cell phone / Iselfoni	
Telefoon nr./Telephone no. /inombolo yefoni	
Faksnr. / Fax no. / Inombolo yeFeksi	
e-pos adres / e-mail address / I-imeyile	
Meld taalvoorkeur / Indicate language preference	Afrikaans ☐ English ☐

Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndixela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulungile.

Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.

Naam / Name / Igama	**Hoedanigheid / Designation / Ubume emsebenzini**	**Datum / Date / Umhla**

PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY

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

**1	Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **ras**. / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **race**. / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobuhlanga**.		%
2	Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **geslag**. / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **gender**. / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokwesini**.		%
3	Persentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseerd op **gestremdheid**. / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on **disability**. / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo **ngokobulwelwe**.		%
4	Persentasie aandeelhouding van persone geklassifiseer as **jeug**. (18 – 35 Jaar oud). / Percentage of shareholding of persons in the business classified as **youth**. (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba **lulutsha** (18 – 35 Yeminyaka)		%
5	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
6	Maak u gebruik van plaaslike arbeid (werkskepping)? / Do you make use of local labour (job creation)? / Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)?		Ja/Yes/Ewe Nee/No/Hayi

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 nkcukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

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

LW! / NB! / -QAPHELA!

Om Voorkeurpunte te eis MOET gesertifiseerde afskrifte van Identiteitsdokumente hierby aangeheg word. /

To claim Preference points, certified copies of Identity Documents MUST be attached. /

Ukuba ufuna ukwenza ibango lamanqaku akhethekileyo, KUFUNEKA ukuba isicelo sakho sihambe kunye nekopi yencwadi yesazisi sakho (ID) eqinisekisiweyo

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

(1) wat weens die apartheidsbeleid wat in plek was, voor die instelling van die Grondwet van die Republiek van Suid-Afrika, 1983 (Wet Nr 110 van 1983) of die Grondwet van die Republiek van Suid-Afrika, 1993 (Wet Nr 200 van 1993) ("die tussentydse Grondwet") geen stemreg in nasionale verkiesings gehad het nie; en/of
(2) wat 'n vrou is; en/of
(3) wat gestremd is;
Met dien verstande dat 'n persoon wat Suid-Afrikaanse burgerskap bekom het by of na die inwerkingtreding van die tussentydse Grondwet, geag word nie 'n HBI te wees nie;

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

(1) who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No 110 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No 200 of 1993) ("the Interim Constitution") ; and / or
(2) who is a female ; and / or
(3) who has a disability ;
Provided that a person who obtained South African citizenship on or after the coming to effect of the Interim Constitution, is deemed not to be an HDI.

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

(1) owathi ngenxa yenkqubo yocalucalulo ekwakusakulawulwa ngayo akabi nalo ilungelo lokuvota phambi kokwaziswa komgaqo siseko weRiphabliki yoMzantsi Afrika,1983 (Umthetho ongunombolo 110 ka-1983) okanye Umgaqo siseko weRiphabliki yoMzantsi Afrika,1993 (Umthetho ongunombolo 200 ka-1993) ("Umgaqo siseko wethutyana "); kunye / okanye
(2) ongumfazi;kunye/okanye
(3) okhubazekileyo;
Xa ubani efumene ilungelo lokuba ngummi waseMzantsi Afrika ngexesha okanye emva kokusetyenziswa komgaqo siseko wethutyana lowo akathatyathwa njengomntu onyhashelwe amalungelo ache.

DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system. No Registration will be accepted from persons in the service of the state*.
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system; (ii) been convicted for fraud or corruption during the past five years; (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or (v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.				
3.1	Print full Name:				
3.2	Company/CC Registration or ID Number:				
3.3	Are you presently *in the service of the state*? *	**YES**		**NO**	
3.3.1	**If so, furnish particulars.**				
3.4	Have you been *in the service of the state* 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 *in the service of the state* 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 *in the service of the state* 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 *in the service of the state?*	**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 *in the service of the state?*	**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 entityor constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
(e) *a member of the accounting authority of any national or provincial public entity; or*
(f) *an employee of Parliament or a provincial legislature.*

COMMISSIONER OF OATHS

Signed and sworn to before me at _____,

on this _____day of _____

_____ 20 _____

by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

COMMISSIONER OF OATHS:-

Position: _____

_____

Address: _____

_____

Tel: _____

Apply official stamp of authority on this page:

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification Please indicate your Sector	"X"	Size of class	Total full-time equivalent of paid employees Less than:	Total annual turnover Less than:	Total gross asset value (fixed property excluded) Less than:	Indicate the category of your business "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	R13 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	R26 m	R 6 m	
		Small	50	R13 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:			**SECONDARY FUNCTION:**	
PRODUCTS			**PRODUCTS**	
SERVICES			**SERVICES**	
LABOUR			**LABOUR**	
EQUIPMENT			**EQUIPMENT**	

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasings te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini.Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkcukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkcukacha.

BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:	
Naam / Name / Igama	
Adres / Address / Idilesi	

BESONDERHEDE VAN MY/ONS BANKREKENING IS AS VOLG / DETAILS OF MY/OUR BANK ACCOUNT ARE AS FOLLOWS / IINKCUKACHA ZEBHANKI YAM ZIMI NGOLU HLOBO:	
NAAM VAN BANK / NAME OF BANK / IGAMA LEBHANKI	
NAAM VAN TAK / NAME OF BRANCH / IGAMA LESEBE LEBHANKI	
REKENING NR / ACCOUNT NO / INOMBOLO YE_AKHAWUNTI	
TAKKODE / BRANCH CODE / IKHOWUDI YESEBE	
TIPE REKENING / TYPE OF ACCOUNT / UHLOBO LWE_AKHAWUNTI	

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti yokuggithisela	3 =	Spaarrekening Savings Account I-akhawunti yemali egciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Ayisetyenziswai	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti yomrhumo wezabelo

Ek/ons versoek en magtig hiermee die Overstrand Munisipaliteit om enige bedrae wat my/ons mag toeval, in my/ons bankrekening te krediteer. Ek/ons verstaan dat 'n betalingsadvies deur die Overstrand Munisipaliteit in die normale wyse verskaf sal word wat die datum sal aantoon wanneer die fondse beskikbaar sal wees, asook besonderhede van die betaling. Ek/ons onderneem verder om die Overstrand Munisipaliteit vroegtydig in kennis te stel van enige verandering in my/ons bankbesonderhede en erken dat hierdie magtiging slegs deur my/ons met dertig dae kennis gekanselleer kan word deur middel van voorafbetaalde geregistreerde pos.	I/we hereby request and authorise the Overstrand Municipality to pay any amounts that may accrue to me/us to the credit of my/our bank account. I/we understand that a payment advice will be supplied by the Overstrand Municipality in the normal way that will indicate the date on which funds will be available in my/our bank account and details of payment. I/we further undertake to inform the Overstrand Municipality in advance of any change in my/our bank details and accept that this authority may only be cancelled by me/us by giving thirty days notice by prepaid registered post.	Mna/Thina sicela/sigunyazisa uMasipala Wesithili saseOverstrand ukuba ahlawule yonke imali eziimfanelo zam/zethu kwi-akhawunti yebhanki yam/yethu. Ndi/Siyaqonda ukuba isiqinisekiso semali ehlawulwe ngumasipala siza kufumaneka kwaye eso siqinisekiso siza kubonisa umhla ekuhlawulwe ngawo kunye nezinye iinkcukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkcukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.

GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO			
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI			
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI		DATUM / DATE/ UMHLA	

VIR BANKGEBRUIK ALLEENLIK / FOR BANK USE ONLY / KUSETYENZISWA YIBHANKI KUPHELA	
Ek/ons sertifiseer hiermee dat die besonderhede van ons kliënt se bankrekening soos aangedui op die krediet bevel instruksie korrek is: I/we hereby certify that the details of our clients bank account as indicated on the credit order instruction is correct: -Ndi/Siqinisekisa ukuba iinkcukacha zabaxhasi bethu ezibhalwe kwimiyalelo yokudiphozitha imali ilungile GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo	**AMPTELIKE DATUMSTEMPEL / OFFICIAL DATE STAMP / -ISITAMPU SOMHLA ESISESIKWENI:**

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 Is 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			