



**TENDER FOR MANAGEMENT  
OF INFORMAL SETTLEMENTS WITHIN THE  
OVERSTRAND AREA OF JURISDICTION**

**TENDER NO. SC 839 / 2010**

**NAME OF TENDERER:**

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**ADDRESS:**

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**TELEPHONE NUMBER:**

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**FAX NUMBER:**

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**DATE:**

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**SIGNATURE:**

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**CONTACT PERSON:**

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**MOBILE PHONE NUMBER:**

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**EMAIL ADDRESS:**

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Prepared and issued by :

The Director: Community Services  
Overstrand Municipality  
Po Box 20  
Hermanus  
7200

Contact Person.: Mr. R Williams  
Tel: 028 – 3138156

**OVERSTRAND MUNICIPALITY**

**TENDER NO. SC 839 / 2010**

**MANAGEMENT OF SETTLEMENTS WITHIN  
THE OVERSTRAND AREA OF JURISDICTION**

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P O BOX 20, HERMANUS, 7200

TENDER NO.SC 839/ 2010

**MANAGEMENT OF INFORMAL SETTLEMENTS WITHIN THE OVERSTRAND AREA OF  
JURISDICTION**

Tenders are hereby invited for :TENDER NO. SC 839/2010.

Documents, in English, are obtainable on Monday 29 March 2010 at the offices of Overstrand Municipality at Corporate Head Office, Hermanus – Ms Glenda Saunders, Tel. 028 – 3138156 between 08:00 and 15:30 upon payment of a non refundable tender participation fee of R400,00. Bank guaranteed cheques to be made payable to "Overstrand Municipality".

*Alternatively the tender documents can be downloaded free of charge from our website:  
[www.overstrand.gov.za](http://www.overstrand.gov.za).*

Sealed tenders, with "TENDER NO. SC 839/ 2010: "MANAGEMENT OF INFORMAL SETTLEMENTS WITHIN THE OVERSTRAND AREA OF JURISDICTION" clearly endorsed on the envelope, must be deposited in **Tender Box No 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.

The closing date and time is on **23 April 2010 at 12h00** and will be opened immediately thereafter in public in the Supply Chain Committee Room, Magnolia Street, Hermanus

Tenders must be valid for sixty (60) days after the closing date.

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

A compulsory briefing session/site meeting will be held at **10:00 on 8 April 2010** in the Municipal boardroom, 1<sup>st</sup> floor, Corporate building, Harmony Street, Hermanus.

Please contact Mr. R Williams at telephone number 028 – 313 8156 for any enquiries.

**R. WILLIAMS  
DIRECTORATE: COMMUNITY SERVICES**



POSBUS 20, HERMANUS, 7200

TENDER NR. SC 839/2010

**BESTUUR VAN INFORMELE NEDERSETTINGS BINNE  
DIE OVERSTRAND GEBIED VAN JURISDIKSIE**

Tenders word hiermee ingewag vir TENDER NR. 839/2010.

Dokumente, in Engels, is verkrygbaar op Maandag 29 Maart 2010 by die kantore van die munisipaliteit te Korporatiewe Hoofkantoor, Hermannus – Me Glenda Saunders, Tel 028 – 3138156 tussen 08:00 en 15:30 na betaling van 'n nie-terugbetaalbare tender deelname fooi van R400,00. Bankgewaarborgde tjeks moet uitgemaak word aan die "Munisipaliteit Overstrand".

*Die tender dokumente is ook beskikbaar op web-blad: [www.overstrand.gov.za](http://www.overstrand.gov.za).*

Tenders, voltooi in elke opsig en duidelik gemerk "TENDER NR. SC 839/2010 : BESTUUR VAN INFORMELE NEDERSETTINGS BINNE DIE OVERSTRAND GEBIED VAN JURISDIKSIE" en in "n verseëelde kovert moet in Tenderbus Nr. 1 by die kantore van die Munisipaliteit Overstrand, Magnolialaan, Hermannus geplaas word.

Die sluitings tyd en datum van die tender is **23 April 2010 om 12:00** en sal onmiddellik daarna in die openbaar oopgemaak word in die Voor sieningskanaal komitee, Magnolialaan, Hermannus.

Tenders moet geldig wees vir sesstig (60) dae na die sluitingsdatum.

Die Munisipaliteit Overstrand is nie verplig om die laagste of enige tender wat ingedien word te aanvaar nie. Tenders is onderworpe aan die Standaard Tender Voorwaardes, Voorkeur Verkygings Regulasies van 2001 en die Voorkeur Verkygingsbeleid van die Overstrand Munisipaliteit.

'n Verpligte inligtingssessie sal gehou word om **10:00 op 8 April 2010** in die Munisipale komiteekamer, 1ste vloer, Korporatiewe Gebou, Harmonystraat, Hermannus.

Kontak gerus vir Mnr R Williams by telefoonnommer 028 – 3138156 vir enige navrae.

**R WILLIAMS  
DIREKTEUR: GEMEENSKAPSDIENSTE**



P O BOX 20, HERMANUS, 7200  
ISINIKI-XABISO NOMBOLO .SC 839/ 2010

**ULAWULO LWAMATYOTYOMBE (LWEZAKHIWO ZAMATILETILE) KUMMANDLA OPHANTSI  
KOLAWULO LWASE-OVERSTRAND**

Kucelwa iziniki-maxabiso ISINIKI-XABISO NOMBOLO SC 839/2010.

Amaxwebhu, abhalwe ngesiNgesi, ayafumaneka kwii-ofisi zikaMasipala wase-Overstrand kundlunkulu e Hermanus nge 29 Matsi 2010, ku Nkosazana Glenda Saunders, ifowuni 028-3138156 phakathi kwentsimbi ye-08:00 neye-15:30 usakuhlawula umrhumo wokuthatha inxaxheba kwiziniki-maxabiso ongabuyiswayo ongama- R400 (amakhulu amane eerandi) litsheki ezidqinisekiswa ebhankini mazenziwe zihlawuleke ku "Masipala wase-Overstrand".

*Okanye iziniki maxabiso zi ingakhutshelwa esuka kwi-webhusayithi yethu: [www.overstrand.gov.za](http://www.overstrand.gov.za).*

Iziniki-maxabiso ezitywirwe kwabhalwa, "ISINIKI-XABISO NOMBOLO SC 839/2010:

"ULAWULO LWAMATYOTYOMBE (LWEZAKHIWO ZAMATILETILE) KUMMANDLA OPHANTSI KOLAWULO LWASE-OVERSTRAND" ibhalwe ngokucacileyo kwimvulophu, mayifakwe kwi Bhokisi yeZiniki-maxabiso No 1 kwii-ofisi zikaMasipala wase-Overstrand, Magnolia Avenue, Hermanus.

Umhla wokuvala kunye nexesha lokuvala ngu **23 April 2010** kwaye emva koko ziya kuvulwa ngokukhawuleza kwiGumbi leKomiti yeTyathanga lokuBonelela, Magnolia Street, Hermanus.

Iziniki-maxabiso mazibesenthetweni kangangentsuku ezingamashumi amathandathu (60) emva komhla wokuvala.

UMasipala wase-Overstrand akazibopheleli ekwankeleni ixabiso elilelona liphantsi okanye nasiphi isiniki-xabiso kwaye unelungelo lokwamkela nasiphi na isiniki-xabiso, njengoko ebona kufanelekile. Iziniki-maxabiso ziphantsi koMgangatho wolawulo lweZiniki-maxabiso, uMmiselo oKhethekileyo wokufumana ka-2001 neNkqubo yoLawulo lweTyathanga lokuBonelela kaMasipala wase-Overstrand.

Iseshoni enyanzelekileyo yokwazisa/intlanganiso yasemsebenzini iya kubanjelwa kwi gumbi ekumbanjanja intlanganiso kulo ngentsimbi yeshumi, nge **08 April 2010** kwi ofisi zika Masipala eMagnolia Street, Hermanus.

Nceda nxibelelana no Mnu. R. Williams kule nombolo ilandelayo (028 – 313 8156) ngazo naziphi iinkcukacha ozifunayo.

**R. WILLIAMS  
UBONGAMELI: IINKONZO ZOLUNTU**

**OVERSTRAND MUNICIPALITY**  
**TENDER NO. SC 839 / 2010**  
**MANAGEMENT OF SETTLEMENTS WITHIN**  
**THE OVERSTRAND AREA OF JURISDICTION**

**AUTHORITY FOR SIGNATORY**

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

**A. Certificate for Company**

I, ..... chairperson of the board of directors of ..... , hereby confirm that by resolution of the board (copy attached) taken on (date)....., Mr./Ms ..... acting in the capacity of..... was authorized to sign all documents in connection with this tender and any contract resulting from it on behalf company.

**As witnesses:**

1. .... Chairman: .....
2. .... Date: .....

Tenderers must attach a copy of the Resolution of the Board.

**B. Certificate for Partnership**

We, the undersigned, being the key partners in the business trading as ..... hereby authorize Mr./Ms..... acting in the capacity of ..... to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**C. Certificate for Joint Venture**

We, the undersigned, are submitting this tender to offer in Joint Venture and hereby authorize Mr/Ms ..... authorized signatory if the company ..... acting in the capacity of lead partner, to sign all documents in connection with the tender for Contract ..... and any contract resulting from it on our behalf. This authorization is evidenced by the attached power of attorneys signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE

**D. Certificate for Sole Proprietor**

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

As witnesses:

1. .... Signature: Sole owner: .....
2. .... Date: .....

**E. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as .....  
..... hereby authorize Mr./Ms  
..... acting in the capacity of .....  
to sign all documents in connection with the tender for Contract .....  
and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

**TENDER NO. SC 839 / 2010**

**TENDER SPECIFICATIONS FOR MANAGEMENT  
OF INFORMAL SETTLEMENTS WITHIN  
THE OVERSTRAND AREA OF JURISDICTION**

The purpose of this tender is to appoint a service provider that will ensure the prevention of illegal occupation on municipal owned land, demolition, reconstruction of informal housing units on municipal owned land and reporting on information required by the municipality.

The specifications are listed per following key performance indicators, namely:

1. The execution of at least one daily (seven days per week) preventative patrol by vehicle per informal residential area in the Overstrand. List of informal settlements as attached per Annexure B. Patrol vehicles must be occupied by a driver/team leader with at least a Grade D security qualification and two guards. Daily patrols must be executed between 07h00 and 19h00.
2. The immediate demolition of newly build/erected illegal informal housing units/structures as detected per patrol or communicated by the municipality.
3. The immediate removal of newly build/erected informal housing units/structures where additional security is required.
4. The removal of demolished building material to a place of safe keeping, provided by the municipality.
5. The relocation and reconstruction of informal housing units for affected residents within seven (7) days after a disaster-related event, ie. fire/flooding or other, if required by the municipality.
6. The accurate, daily, numbering and mapping of all informal housing units, per informal settlement.
7. The provision of formal and accurate reports on a monthly basis regarding the number of informal housing units, updated location maps and other information requested by the municipality.
8. The service provider must be registered with the Private Security Industry Regulator (PSIRA).
9. Services from the service provider may be required for a period up to a maximum of three years.
10. Successful tenderers vehicles must be fitted with a well-known vehicle tracking system.
11. Approved personnel structure (organogram), with grading of employees must be submitted with tender documents.

12. The experience of the tenderer regarding similar tenders/(Management of Informal Settlements) must be included in the tender documents as requested per attached **Schedule 1 (a) and (b)**.
13. Successful tenderer must set-up a branch office within the Overstrand area, with a 24-hour contact number within 3 months after the date of awarding the tender.
14. Successful tender to respond to request within one hour after call-out by Municipality.

**Annexures:**

- A. Penalty clause
- B. Summary of informal areas/settlements within Overstrand municipal area for costing purposes

## TENDER SC 839 / 2010

ANNEXURE A**TENDER FOR MANAGEMENT OF INFORMAL SETTLEMENTS  
WITHIN THE OVERSTRAND AREA OF JURISDICTION****PENALTY CLAUSE**

1. The successful tenderer must manage the informal settlements agreed upon per this tender and other possible future informal sites, to the extent that the number of informal units, in terms of movement per informal settlement (structures), remain at zero measured (counted) after a period of six months from the date of commencement of this contract. It also means that the actual number of informal housing units per informal settlement should not increase as communicated and agreed upon from the date of commencement of the contract for each following period of six months after which measuring will take place. The last measurement for the contract period will be conducted during the last two weeks in the month that the contract period expires.
2. The municipality may penalize the successful tenderer for any measured growth (increase of informal units) over the mentioned period of six months at an percentage equal to 5% for each additional informal unit, per informal settlement, based on the monthly calculated rate for daily patrols.
3. The measurement/counting will be conducted and finalised by the municipal administration in conjunction with the service provider during the last two weeks of the sixth month.
4. The possible penalty amount (explained above) will be deducted from the possible income payable to the successful tenderer.
5. The municipality may cancel the contract if the successful tender:
  - (a) does not effectively manage the informal settlements to the extent that the growth/increase of informal housing units/structures exceed 10% (per individual informal settlement and/ total number for all informal settlements) over any period of abovementioned measurement/counting or if.
  - (b) the successful tenderer fails to comply with the Key Performance Indicators (specified in the tender) after written notice/warning by the municipality.

TENDER NO. SC 839/2010**OVERSTRAND MUNICIPALITY  
HOUSING: INFORMAL SETTLEMENTS**

NO.	TOWN	INFORMAL SETTLEMENT	TOTAL INFORMAL UNITS PER AREA	SIZE M <sup>2</sup>	DISTANCE TO NEAREST MUNICIPAL BUILDING / STORE	LOCATION
					KM	LOCATION
1	Stanford	Die Kop	104	36285	3 km	Municipal Store, 8&9 Heuvel street, Industrial Park
2	Gansbaai	Mashakhane	877	141778	2.5 km	Municipal store, Voortrekker road, Erf 210
3	Gansbaai	Beverly Hills	110	20670	2 km	Municipal store, Voortrekker road, Erf 211
4	Gansbaai	Eluxolweni	106	39170	25 km	Municipal store, Voortrekker road, Erf 212
5	Kleinmond	Overshills	786	50000	2 km	Municipal store, 13 Avenue, Kleinmond
6	Zwelihle	Tsepe-Tsepe	151	8265,46	2 km	Housing Offices, Still street, Hermannus
7	Zwelihle	Service Side	70	1647	2.1 km	Housing Offices, Still street, Hermannus
8	Zwelihle	Spunzana	388	26759,8	2 km	Housing Offices, Still street, Hermannus
9	Zwelihle	Asazani	62	5208	2.1 km	Housing Offices, Still street, Hermannus
10	Zwelihle	Mandela Area	179	10550	2.2 km	Housing Offices, Still street, Hermannus
11	Zwelihle	New Camp	49	1050	2 km	Housing Offices, Still street, Hermannus
12	Zwelihle	Transit Camp	260	19096,35	1.9 km	Housing Offices, Still street, Hermannus
	<b>TOTAL</b>		<b>3142</b>	<b>306358</b>	<b>48.8 km</b>	



**Schedule 1 (a) : Evaluation schedule : Tenderers experience:**

Tenderer must provide the requested information in the tables below, regarding:

- (a) The number of the similar tenders successfully managed (completed and current) by tenderer.

	Tender Reference No.	Municipality	Contact Details at Municipality/ Provincial Authority	
			Name of person	Tel No.
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				
Scoring / Points claimed				

**Scoring/Points:**

Scoring is based on the following:

Description	Scoring
5 or more tenders	10 points
4 tenders	8 points
3 tenders	6 points
2 tenders	4 points
1 tender	2 point

*The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise/company, confirms that the contents of this schedule are to my personal knowledge and to the best of my belief both true and correct.*

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer: .....

**Schedule 1 (b) : Evaluation schedule : Tenderers experience:**

- (b) The sizes of informal areas/settlements (number of informal housing units per informal areas/ settlements successfully managed by tenderer)

	Tender Reference No.	Municipality	Informal Settlement		Contact Details at Municipality/ Provincial Authority	
			Name	No. of units	Name of person	Tel No.
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						
Scoring / Points claimed						

**Scoring/Points**

The scoring/points per size of informal area/settlement will be awarded per highest number of units of informal units.

Description	Scoring
More than 1000 units	10 points
Between 751 – 1000 units	8 points
Between 501 – 750 units	6 points
Between 251 – 500 units	4 points
Between 0 – 250 units	2 point

*The undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise/company, confirms that the contents of this schedule are to my personal knowledge and to the best of my belief both true and correct.*

Signed: ..... Date: .....

Name: ..... Position: .....

Tenderer:.....



## **GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF CONTRACT**

### **NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspections, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force Majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)

## General Conditions of Contract

### 1. Definitions

1. 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.

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.

- 1.13 "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.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "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.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "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.
- 1.25 "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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 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 so 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.
- 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:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 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 in SCC.
- 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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies 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 supplies 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

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## 10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

## 11. Insurance

11.1 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 in the SCC.

## 12. Transportation

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

## 13. Incidental services

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

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

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

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

#### 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 in SCC, 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 in SCC.
- 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 in SCC.
- 17. Prices**
- 17.1 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 in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 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**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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

22.1 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:

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

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 intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) 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**

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

#### **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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**

26.1 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

#### **28. Limitation of Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 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** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. Industrial Participation Programme** **National (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**OVERSTRAND MUNICIPALITY  
GENERAL CONDITIONS OF TENDER**

- (a) Sealed tenders / quotations, with "Tender / Quotation No SC 839/2010" clearly endorsed on the envelope, must be deposited in the **tender box** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermannus.
- (b) The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermannus Municipal Offices, Magnolia Road, Hermannus
- 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.
- (c) 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.
- (d) Tenders may **not** be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
- (e) 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.
- f) Tenders shall be opened in public at the Hermannus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
- g) Alterations or deletions not signed by the Tenderer may render the tender invalid.
- h) the Municipality shall have the right summarily to 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;**
- 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.
- 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.
- i) All prices shall be quoted in South African currency and be **inclusive** of **VAT**.

## **INVOICES, VAT AND PAYMENTS**

### **1. Invoices**

All invoices must be forwarded to the following address:  
Overstrand Municipality, PO Box 20, Hermanus, 7200.

### **2. Value-Added Tax (VAT)**

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.

It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.

The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R1 000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.

The VAT registration number of the Municipality is **4140106396**.

### **3. Payments**

There will be one payment per month to the Contractor.

#### **Standard Payment Terms**

Invoices received for services for a particular calendar month's services, will be paid between the 20<sup>th</sup> and 25<sup>th</sup> of the ensuing month.

#### **Payments to SMME / HDI Contractors**

Invoices received for services for a particular calendar month, will be paid between the 11<sup>th</sup> and 16<sup>th</sup> of the ensuing month.

## **SPECIAL CONDITIONS OF TENDER FOR CONTRACTS FOR SERVICES**

### **1. DEFINITIONS (applicable to the whole tender document)**

Unless inconsistent with or expressly indicated otherwise by context:

- 1.1 "Approved" or "Approval" shall mean "approved" or "approval" by the Municipality.
- 1.2 "MUNICIPALITY" shall mean OVERSTRAND MUNICIPALITY or its duly authorised representative.
- 1.3 "Contractor" shall mean the Tenderer whose tender has been accepted by the Municipality and shall include the Tenderer's legal personal representative, heirs, successors and assigns.
- 1.4 "Contract" shall mean and include the Municipality's Specification and Special Conditions of Tender for Contracts for Services and any agreement entered into in terms of these conditions.
- 1.5 "Contract Price(s)" shall mean the price(s) tendered by the Contractor and accepted by the Municipality for the execution of the Contract.
- 1.6 "Date of Tender" shall mean the date and time on which Tenders are due to be deposited in terms of the advertisement calling for Tenders.
- 1.7 "Month" shall mean calendar month.
- 1.8 "Writing" shall include any manuscript, typewritten or printed statement, under or over signature or seal as the cases may be.

### **2. APPLICANT TO SATISFY HIMSELF AS TO THE CONDITIONS AND CIRCUMSTANCES OF TENDER**

By Tendering, the Tenderer shall be deemed to have satisfied himself as to the conditions and circumstances affecting the Tender.

### **3. COMPLETE ACCEPTANCE OF CONDITIONS**

- 3.1 The Tenderer shall be deemed to know and understand the Tender Conditions of which this clause forms part and the submission of a Tender shall presume complete acceptance of the said Conditions of Tender. The non-acceptance or variation of any of these Conditions or the inclusion of any other conditions will render the Tender liable to rejection.

3.2 Subject to the provisions of the foregoing sub-clause, the Tenderer may qualify any one or more of the said Conditions but no qualification of a Condition shall, if his Tender be accepted, form part of his contract with Municipality unless at the time of the tender he shall have indicated in writing, specifically in relation to each and every Condition so qualified, the number of the Condition and the exact extent to which it is qualified. Provided, however, that in any contract to which any special conditions imposed by the Municipality apply, such special conditions shall be embodied in the tender relating to that Contract and shall be supplementary to and additional to any of the Conditions set out herein. Should any such special conditions conflict with these Conditions, the special conditions shall apply.

4. **ASSIGNMENT**

This contract is personal to the Contractor and the Contractor shall not sublet, assign or make over the Contract or any part thereof, or any share or interest therein, to any other person without the written consent of the Municipality and on such conditions as it may approve.

5. **DISCREPANCIES**

Should there appear to be any discrepancies, ambiguities or want of agreement in description, dimensions, qualities or quantities in the Contract, the Contractor shall be obliged to refer the matter to the Municipality's representative for decision before proceeding to execute the contract or part thereof in respect of which the said discrepancies, ambiguities or want of agreement appear to exist.

6. **ALTERNATIVES**

The Tenderer may submit alternatives which, in his opinion, are to the Municipality's advantage economically and technically.

7. **DEFAULT**

Should it appear to the Municipality that the Contractor is not executing the Contract in accordance with the true intent and meaning thereof, or that he is refusing or delaying to execute the Contract or that he is not carrying on the Work at such rate of progress as to ensure delivery by the Date of Delivery or that the time has expired within which delivery should have taken place or in the event of any other failure or default by the Contractor, then and in any of such events the Municipality may give notice in writing to the Contractor to make good the failure or default and should the Contractor fail to comply with the notice within the period specified therein, then and in such case the Municipality shall, without prejudice to any of its rights under the Contract, be at liberty forthwith to perform such work as the Contractor may have neglected to do, or to take

the Contract wholly or in part out of the Contractor's hands and assign that portion to any other person. The Contractor shall be responsible for any loss the Municipality may sustain by reason of such action as the Municipality may take in terms of this Clause.

## 8. PATENTS

The Contractor shall pay all royalties and expenses and be liable for all claims in respect of the use of patent rights, trade marks or other protected rights and hereby indemnifies the Municipality against any claims arising there from.

## 9 COMPLIANCE WITH LEGISLATION

9.1 The Tenderer shall comply with all Industrial Laws and Regulations relating to wages, hours and conditions generally governing the employment of labour. All aspects of the Compensation for Occupational Injuries and Diseases Act, the Occupational Health and Safety Act, UIF, etc must be adhered to by the Tenderer.

9.2 Prior to the commencement of work, the successful Tenderer will be required to appoint a competent person to sign the attached Form of Undertaking in Respect of the Occupational Health and Safety Act, 1993.

## 10 INDEMNITY

The successful Tenderer shall indemnify and keep the Municipality indemnified against all actions, proceedings, claims, costs, demands, damages and expenses which may be levied or made against the Municipality, or which the Municipality may sustain or incur by reason of any injury or damage to persons or property arising directly out of any action by the successful Tenderer or his agents in the execution of the Tender.

## 11 INJURY OR DAMAGE TO CONTRACTORS PERSONNEL, ETC

It is to be clearly understood that in the event of injury or damage to the Contractor's personnel, vehicles, gear or animals, no claim for damage or responsibility will be accepted by the Municipality.

## 12 LAW TO APPLY

The Contract shall in all respects be construed in accordance with the law of the Republic of South Africa and any difference that may arise between the Municipality and the Contractor in regard to the Contract shall be settled the Magistrates Court in the Republic of South Africa.

**13 OFFERING OF COMMISSION OR GRATUITY**

If a Tenderer or Contractor, or any person employed by him, is found, to have either directly or indirectly offered, promised or given to any Councillor or employee of the Municipality, any commission, gratuity, gift or other consideration, the Municipality shall have the right summarily and without recourse to law and without prejudice to any other legal remedy which it may have in regard to any loss and/or additional cost or expenses, to disqualify the Tender or cancel the Contract without paying any compensation to the aforesaid Tenderer or Contractor.

**14 SAVING CLAUSE**

Nothing in these conditions or in any other part of this Contract contained shall be construed as preventing the Municipality from recovering from the Contractor any damages to which the Municipality may be entitled in law as a consequence of any breach by the Contractor of any of the terms of this Contract. Should any issue arise in the duration of the contract for which no provision is made in the tender conditions, the Municipality reserves its right to make an appropriate ruling and such ruling will be deemed to be included in the tender conditions.

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

**2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

- 2.1 Full Name of bidder or his or her representative:.....
- 2.2 Identity Number:.....
- 2.3 Position occupied in the Company (director, shareholder etc):.....
- 2.4 Company Registration Number:.....
- 2.5 Tax Reference Number:.....
- 2.6 VAT Registration Number:.....

\* "State" means –

- (a) 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);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder **YES / NO**  
presently employed by the state?

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member:.....

Name of state institution to which the person is connected:.....

Position occupied in the state institution:.....

Any other particulars:

.....  
.....

2.8 Did you or your spouse, or any of the company's directors / **YES / NO**  
shareholders / members or their spouses conduct business  
with the state in the previous twelve months?

2.8.1 If so, furnish particulars:

.....  
.....

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

2.9.1 If so, furnish particulars.

.....  
.....

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

2.10.1 If so, furnish particulars.

.....  
.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract?	<b>YES / NO</b>
--	-----------------

2.11.1 If so, furnish particulars:  
.....  
.....  
.....

**DECLARATION**

I, THE UNDERSIGNED (NAME).....  
.....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1  
ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23  
OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

Signature ..... Date .....

Position ..... Name of bidder .....

## 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.**

Item	Question	Yes	No
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? <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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)? <b>(To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, 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).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		

Item	Question	Yes	No
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 <input type="checkbox"/>	No <input type="checkbox"/>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
 CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
 DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,  
 ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION  
 PROVE TO BE FALSE.**

.....  
**Signature** .....

.....  
**Date** .....

.....  
**Position** .....

.....  
**Name of Bidder** .....

## TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "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 acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za).
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website [www.sars.gov.za](http://www.sars.gov.za).





**MBD 6.1**  
**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT**  
**REGULATIONS 2001**

**PURCHASES**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for Historically Disadvantaged Individual (HDI) preference points as well as a summary for preference points claimed for attainment of other specified goals

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

1.2 The value of this bid is estimated to exceed **R500 000** and therefore the **90/10** system shall be applicable.

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and  
 (b) Specific contract participation goals, as specified in the attached forms.

1.3.1 The points for this bid are allocated as follows:

<b>1.3.1.1 PRICE</b>	<b>POINTS</b>
	90/10

**1.3.1.2 SPECIFIC CONTRACT PARTICIPATION GOALS**

(a) **Historically Disadvantaged Individuals:**

- |   |   |
|---|---|
| (i) who had no franchise in national elections before the 1983 and 1993 Constitutions | 2 |
| (ii) who is a female  | 1 |
| (iii) who has a disability  | 1 |

(b) **Other specific goals (goals of the RDP- plus local manufacture)**

- |  |             |
|--|-------------|
| (i) Local tenderers MBD 6.9 (Western Cape Province)      | 2 <b>or</b> |
| (ii) Local tenderers MBD 6.10 (Overberg Region)          | 4 <b>or</b> |
| (iii) Local tenderers MBD 6.11 (Overstrand Municipality) | 6           |

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 1.3.1.2 (b) above.

- 1.4 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.
- 1.5. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

## 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
- (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 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

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

Where

Ps = Points scored for 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 Listed 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**

7

7.1 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	Percentage owned	Points claimed
8.1 Equity ownership by persons who had no franchise in the national elections	%	.....
8.2 Equity ownership by women	%	.....
8.3 Equity ownership by disabled persons*	%	.....

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

.....  
**DECLARATION WITH REGARD TO EQUITY**  
 .....

9.1 Name of firm : .....

9.2 VAT registration number : .....

9.3 Company registration number : .....

**9.4 TYPE OF FIRM**

- Partnership
- One person business/sole trader
- Close corporation
- Company
- (Pty) Limited

[Tick APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....  
.....  
.....

**9.6 COMPANY CLASSIFICATION**

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[Tick APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

State where business is situated: .....

Registered Account No: .....

Stand No: .....

9.8 TOTAL NUMBER OF YEARS THE FIRM HAS BEEN IN BUSINESS? .....



9.10 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:

- (i) The information furnished is true and correct.
- (ii) The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) 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.
- (iv) If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

1. ....

.....  
 SIGNATURE (S) OF BIDDER (S)  
 .....

2. ....

DATE:.....  
 ADDRESS:.....  
 .....  
 .....  
 .....

**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 ..... **2**

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

**4. BID DECLARATION**

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

**5. POINTS CLAIMED**

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

**6. DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

- 1. ....
- 2. ....

.....  
SIGNATURE (S) OF BIDDER (S)

DATE: .....

**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** .....4.....

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

**4. BID DECLARATION**

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

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overberg Region** is/are claimed. Yes / No

**6. DECLARATION WITH REGARD TO LOCALITY**

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

Address of local enterprise: Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

Address of Head Office: Physical: .....

Postal:.....

.....

Telephone: .....

Fax: .....

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

**WITNESSES:**

- 1. ....  
SIGNATURE (S) OF BIDDER (S)  

.....

- 2. ....  
DATE: .....

**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 MBD 6.1 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**. .....6.....

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

**4. BID DECLARATION**

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

**5. POINTS CLAIMED**

Bidder to indicate whether the point(s) allocated for enterprises situated within the **Overstrand Municipality** is/are claimed. Yes / No

**6. DECLARATION WITH REGARD TO LOCALITY**

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

Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

Municipal Account No: ..... Stand No: .....

Address of Head Office: Physical: .....

Postal:.....

.....

Telephone: ..... Fax: .....

Municipal Account No: ..... Stand No: .....

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

- (i) The information furnished is true and correct.
- (ii) In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.
- (iii) If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-
  - (a) recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and
  - (b) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

**WITNESSES:**

1. ....
2. ....

.....  
 SIGNATURE (S) OF BIDDER (S)  
 .....

DATE: .....

TENDER NO. SC 839 / 2010**TENDER FOR MANAGEMENT OF INFORMAL SETTLEMENTS  
WITHIN THE OVERSTRAND AREA OF JURISDICATION****FORM OF OFFER AND ACCEPTANCE****Offer**

The Employer identified in the Acceptance signature block, has solicited offer to enter into a contract in respect of the following:

**MANAGEMENT OF INFORMAL SETTLEMENTS WITHIN THE OVERSTRAND  
AREA OF JURISDICATION**

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this Form of Offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning at the following unit prices:

**Price Schedule**

	DESCRIPTION	PRICE (R)			% OF WEIGHTS
		YEAR 1	YEAR 2	YEAR 3	
1.	Daily vehicle and foot patrol service of the informal settlement areas with D-grade security officer plus two guards. <i>Price per day</i>				60
2.	Monitoring and prevention of other areas (outside informal settlements) under threat of illegal land invasion. <i>Price per day per informal area</i>				
3.	The forceful demolition which requires additional security. <i>Price per structure</i>				10
4.	Peaceful demolition of newly build/erected illegal structures/units. <i>Price per structure</i>				
5.	The transport of material, household contents and owners to new area of re-settlement. <i>Price per kilometer</i>				10
6.	The transport of material to site of safe keeping. <i>Price per kilometer</i>				
7.	Reconstruction of new informal structure/unit (as and when required) <b>(material Included)</b> <i>Price per unit</i>				10
8.	Call out fee : [1] during working hours [between 07:00 and 19:00] [2] after hours				10

**PRICES TO INCLUDE VAT****INDEMNITY INSURANCE TO BE PROVIDED**

\* in conjunction with the Municipal Law Enforcement Section

Signature: .....

Name(s): .....

Capacity: .....

Name and address of tenderer/organisation: .....

Date: .....

Name and address of witness: .....

.....  
.....  
.....  
Date: .....

Explanatory remarks:

Weights/points will be allocated as follows:

- ◆ Price : 70 points
- ◆ Preferential points: 10 points
- ◆ Other quality criteria (experience): 20 points

**WRITTEN AGREEMENT**

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

BETWEEN:

.....  
(Employer)

AND

.....  
(Mandatarary)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A “mandatary” is defined in the said Act as: - *“Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”*

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management  
of.....  
is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management: .....

**WRITTEN AGREEMENT**

This is a written agreement between the (employer):

Name of EMPLOYER.....

and the (Mandatory):

Name of the MANDATARY.....

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

I.....representing the MANDATARY do hereby acknowledge that.....(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.  
I furthermore agree to comply with the Health and Safety requirements and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this..... day of.....2008 at .....

Signature.....

On behalf of MANDATARY.....

Signature.....

On behalf of the EMPLOYER.....

OVERSTRAND MUNICIPALITY

TENDER SC 839/2010

MANAGEMENT OF INFORMAL SETTLEMENTS WITHIN  
THE OVERSTRAND AREA OF JURISDICTION

INDEMNITY FORM

I, the undersigned, .....  
agree to indemnify and keep the OVERSTRAND MUNICIPALITY indemnified against all  
action, proceedings, claims and demands, costs, damages and expenses which may be  
brought / or made against the said municipality or which the municipality may pay, sustain or  
incur by reason on any act on the part of myself, my employees or persons acting under my  
control, arising out of this service contract.

SIGNED AT ..... ON .....2010

.....  
for and behalf of the TENDERER

.....  
WITNESS:



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

.....  
**Besigheid of persoon se naam:- / Business or person's name:- / Igama leshishini okanye lomntu**  
.....

- \*\*1.**      **Percentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigde diskriminasie gebaseer 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.**      **Percentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigde diskriminasie gebaseer 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.**      **Percentasie aandeelhouding van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdigde diskriminasie gebaseer 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 ngokobuhlwelwe.
- %
- 4.**      **Percentasie 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 ? In / Uit**  
 Is your business established within the area of jurisdiction of the Municipality? In / Out  
 Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala westhili? Ngaphakathi / Ngaphandle
- In/Ngaphakathi  
 Ut/Out/Ngaphandle
- 6.**      **Maak u gebruik van plaaslike arbeid (werkskepping)? Ja / Nee**  
 Do you make use of local labour (job creation)? Yes / No  
 Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)? Ewe / hayi
- Ja/Yes/Ewe  
 Nee/No/Hayi
- Hiermee sertifiseer ek/lons die ondergetekende en die getuienisse dat bogenoemde inligting korrek is.  
 I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses.  
 -Mna/Thina siqinisekisa ukuba ezi nkukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namanqina
- Getuie/As Witness/--Njengengqina**
- .....  
**Handtekening / Signature / Osayinileyo**  
 1. ....  
 2. ....

**LWI / NBI / -QAPHELAI**

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 sihanambe kunye nekopi yencwadi yesazisi sakho (ID) eqinisekisiweyo.

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

(1) wat weens die apartheidsbekleid 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 bekóm 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 owanyashiswa amalungelo akhe kuthethwa ngomntu waselMzantsi Afrika**

(1) owathi ngenxa yenkqubo yocalucalulo ekwaksakulawulwa ngayo akabi nale ilungelo lokuxola phambi kokwaziswa komqapo siseko weRiphabliki yomZantsi Afrika, 1983 (Umhetho ongumombolo 110 ka-1983) okanye Ungqapo siseko weRiphabliki yomZantsi Afrika, 1993 (Umhetho ongumombolo 200 ka-1993) ("Ungqapo siseko wehluYana"); kunye / okanye

(2) ongunamazikunye/okanye

(3) okhuzakileyo.

Xa ubani efumane ilungelo lokuba ngumntu waselMzantsi Afrika ngenxesha okanye emva kokuseyenziswa komqapo siseko wehluYana lowo akathayathwa njengomntu onyashiselwe amalungelo akhe.



- 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)?
- 3.10.1 If so, furnish particulars. YES / NO
- 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?
- 3.11.1 If so, furnish particulars. YES / NO
- 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?
- 3.12.1 If so, furnish particulars. YES / NO
- 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. YES / NO

**CERTIFICATION**

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

.....

Signature ..... Position ..... Date .....

- \* MSCM Regulations: "in the service of the state" means to be -
- (a) a member of -
    - (i) any municipal council;
    - (ii) any provincial legislature; or
    - (iii) the national Assembly or the national Council of provinces;
  - (b) a member of the board of directors of any municipal entity;
  - (c) an official of any municipality or municipal entity;
  - (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 19 (Act No. 1 of 1999);
  - (e) a member of the accounting authority of any national or provincial public entity; or an employee of Parliament or a provincial legislature.

**Commissioner of Oaths**

Signed and sworn to before me at .....

on this the ..... 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**

Sector or sub-sectors in accordance with the Standard Industrial Classification	"X"
Please indicate your Sector	
All Tiers of Government 00001 - 09999	
Agriculture 11001 - 14999	
Mining and Quarrying 21001 - 29999	
Manufacturing 30001 - 39999	
Electricity, Gas and Water 41001 - 42999	
Construction 50001 - 50999	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999	
Retail and Motor Trade and Repair Services 62101 - 63500	
Catering, Accommodation and other Trade 64101 - 64299	
Transport, Storage and Communications 71001 - 75999	
Finance and Business Services 81001 - 88999	
Community, Social and Personal Services 91001 - 99999	

**2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.**

Size of class	Total full-time equivalent of employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
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	
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	
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	
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	
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	
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	
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	
Medium	200	R 13 m	R 3 m	
Small	50	R 6 m	R 1 m	
Very small	20	R 1.50 m	R 0.90 m	
Micro	5	R 0.20 m	R 0.10 m	
Medium	200	R 26 m	R 6 m	
Small	50	R 13 m	R 3 m	
Very small	20	R 3 m	R 0.60 m	
Micro	5	R 0.20 m	R 0.10 m	
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	
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	

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

CODE	COMMODITY	✓	CODE	COMMODITY	✓
<b>100:</b>	<b>CONSTRUCTION EQUIPMENT AND SUPPLIES</b>		226	Road marking Painting	
101	Air conditioning and temperature control equipment		227	Renovations	
102	Building equipment and accessories (cement mixers, scaffolding, trowels, levels, etc)		228	Waterproofing	
103	Building materials (bricks, cement, sand, painting, plastic, stone, steel, tiles, etc)		229	Recycling and restoration	
104	Ceiling boards, skirting, etc		230	Concrete structural repairs	
105	Construction machinery		231	Re-decoration	
106	Doors and windows		232	Asbestos removal	
10601	Carpenter (cabinets, cupboards)		233	Landscaping	
107	Electrical systems, lighting, components accessories and supplies		234	Asphalt supplies	
10701	Electricity asset verification		235	Chemical dosing equipment	
10702	Electricity networks technical audits		236	Sewage pump sales, installation & servicing	
10703	Electrical meter audits		237	Water pump sales, installation & servicing	
10704	Electrical consumer data collection		238	Control panel sales, installation, servicing	
10705	Electrical network planning & design		239	Glass fibre reinforced polyester (GRP) Poles	
10706	House connection s (electrical)				
108	Flooring materials (Carpets, tiles, etc)		<b>300:</b>	<b>ELECTRICAL AND MECHANICAL EQUIPMENT, SERVICES AND SUPPLIES</b>	
109	Glass		301	Bearing supplies	
110	Plumbing ware and materials		302	Bolts, nuts and fasteners	
111	Roofing materials		303	Electric cables	
112	Sanitation ware and equipment		30301	S. W./A. Underground cables	
113	Portable toilet rental		30302	Surfix, twin and earth cables	
114	Pumping of sewerage		304	Electrical component supplies	
115	Cleaning of grease traps and separators		305	Electrical equipment	
116	Dewatering – Pump of liquid waste		306	Electrical equipment repairs	
117	Toilet Rental		307	Hardware supplies	
118	Toilet trailer rental		308	Lifting equipment	
119	Electrical meter reading		309	Mechanical seals and packing	
			310	Pipe and irrigation supplies	
<b>200:</b>	<b>CONSTRUCTION SERVICES</b>		311	Power generation and distribution machinery and accessories	
201	Burglar proofing and systems		312	Pump spares	
202	Civil Engineering Structures		313	Small tools	
20201	Construction monitoring		314	Transformer services	
203	Concrete manufacture and works		31401	HV circuit breaker installation, maintenance, testing	
204	Construction-related transport		31402	HV protection relay installation, maintenance, testing	
205	Demolition services		31403	HV Transformer & tap charger testing	
206	Earthworks, drilling and landscaping		31404	Earth resistance & resistivity survey testing	
207	Electrical installation		31405	Bulk electricity meter installation & testing	
208	Fencing		31406	Battery trip unit installation, maintenance, testing	
209	General building work		31407	Substation control cable installation & testing	
210	Glazing		31408	Substation HV cable testing	
211	Mechanical contracts		315	Valves, couplings	
212	Metalwork		316	mPVC, polyethylene	
213	Painting		317	Manufacture transformers	
214	Paving		318	Service of transformers	
215	Plumbing		319	Refurbishment of sub stations	
216	Pre-cast concrete manufacture		320	Electrical installations	
217	Pump installation		321	Welding Equipment	
218	Road works		322	Shipping and industrial electrical suppliers	
219	Sewerage systems and construction		323	Piping and valves installation, sales & servicing	
220	Water works and pipelines				
221	Specialist Trade Contractors				
222	Forestry Cleaning				
223	CCTV Inspection				
224	Asphalt Paving				
225	Traffic Systems and Signage				
22501	Computerised road signs GIS inventory				

CODE	COMMODITY	✓	CODE	COMMODITY	✓
<b>400:</b>	<b>GENERAL SERVICES</b>		<b>500:</b>	<b>OFFICE AND FACILITIES EQUIPMENT AND SUPPLIES</b>	
401	Accommodation and lodging		501	Computer equipment, networks and software	
402	Advertising, communication, design, editorial, publication and marketing services		502	Consumables	
403	Auctioneering services		503	Corporate gifts	
40301	Vehicle, house, property, game, furniture auction		504	Domestic, industrial and cleaning equipment and supplies	
405	Bookkeeping and accounting services		505	Electronic equipment, including audio-visual equipment	
406	Catering and refreshments		506	Fire protection equipment	
407	Cleaning services		507	Flowers and plants	
408	Conferencing facilities and facilitation		508	Food and refreshments	
409	Contract administration		509	Households furniture and equipment	
410	Courier services		510	Office furniture and equipments	
411	Education and training		512	Printing, copying and photographic equipment and supplies	
41101	Training in building environment				
412	Environmental impact studies		<b>600:</b>	<b>MISCELLANEOUS GOODS AND SUPPLIES</b>	
413	Freight forwarding and clearing services		601	Environmental cleansing equipment, goods and supplies	
414	General maintenance services		602	Fire protection equipment, goods and supplies	
415	Health care		603	Garden tools	
417	Horticulture		604	Gas	
418	Infrastructural maintenance		605	Material and warehousing machinery, equipment and goods	
419	Inspection services		606	Measuring, testing and observation equipment	
420	Insurance		607	Pharmaceutical	
421	IT, broadcasting and telecommunication services		608	Protective clothing and uniforms	
42101	Cellular phones		60801	Bullet proof vests, riot equipment	
42102	Prepaid cellphone vouchers		609	Security equipment, goods and services	
42103	Cellphone chargers		610	Sports and recreational equipment and goods	
42104	Cellphone pouches		611	Laboratory chemicals	
422	Interior decorating, refurbishment and upholstery		61101	Chemical dosing and equipment supplies	
423	Land valuation		612	Specialised imported chemicals	
424	Laundry and dry-cleaning services		613	Pharmacy	
425	Locksmith services		614	Swim and Watersport Training	
426	Mailing services		615	Plastic refuse containers	
427	Management services				
428	Miscellaneous equipment and goods hiring		<b>700:</b>	<b>PROFESSIONAL SERVICES</b>	
429	Personnel Services		701	Accounting, auditing and management services	
430	Pest control and removal services		702	Architectural services	
431	Photographic and graphic design services		703	Consulting engineering: Electrical	
432	Picture framing		704	Consulting engineering: Environmental	
433	Printing		705	Consulting engineering: Other	
434	Procurement services		706	Consulting engineering: Project management	
435	Real estate services		707	Consulting engineering: Roads & Storm water	
436	Research services		708	Consulting engineering: Sewerage systems	
437	Security and safety services		709	Consulting engineering: Structures, Building Bridges, etc	
438	Site cleaning		710	Consulting engineering: Water systems	
439	Social Facilitating		711	Consulting engineering: Geo-technical	
440	Storage		712	Consulting engineering: Solid waste	
4401	Furniture removals		713	Engineering services	
4402	Relocation service		714	Financial services	
441	Translation and interpreting services		715	Land surveying	
442	Transport services, general		716	Legal services – contracts	
443	Travel services		717	Legal services – conveyancing	
444	Vehicle hire		718	Legal services – litigation	
445	Vending services		719	Legal services – other	
44501	Traffic controllers		720	Consulting engineering: Mechanical	
44502	Prepaid vending systems		721	Medical services	
44503	Road safety management solutions		722	Project management	
446	Area Cleaning		723	Quantity surveying	
447	Traffic signs		724	Town and regional planning	
448	Hairdressing		72401	Development & new establishments	
449	HR Services		72402	Strategic planning	
450	Dress-and pattern making		725	Tax Consulting Services	
451	Plot clearing		726	Aerial Survey & Digital Mapping	
			727	Occupational Health & Safety	







## DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	Sole Proprietor	CC's and Private Companies	Partnerships	Public Company	Business Trust	Non Profit Organisations (NPO)	Where to get documents
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer's Board	If applicable –for security industry	If applicable –for security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	