



## **TENDER NO.: SC 1098/2011**

### **PROVISION OF SMALL BORE SEWERAGE NETWORK CONNECTIONS, HERMANUS**

#### **PROCUREMENT DOCUMENT**

**PREPARED AND ISSUED BY:**

**CONTACT:**

DIRECTORATE: FINANCE  
OVERSTRAND MUNICIPALITY

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

PO BOX 20  
HERMANUS  
7200

<b>NAME OF TENDERER:</b>	
<b>Total Bid Offer:</b>	<b><u>As per Form of Offer (Page 45-46)</u></b>

**JUNE 2011**

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

TENDER DETAILS			
TENDER NUMBER:	<b>SC 1098/2011</b>		
TENDER TITLE:	<b>PROVISION OF SMALL BORE SEWERAGE NETWORK CONNECTIONS, HERMANUS</b>		
CLOSING DATE:	<b>08 JULY 2011</b>	CLOSING TIME:	<b>12H00</b>
BID BOX NO:	<b>2</b>	Situated at Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	

TENDERER DETAILS			
NAME OF TENDERER:			
ADDRESS:			
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

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

**PLEASE NOTE:**

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

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	<b>PEDRO PETERS</b>	<b>DE WET NEL</b>
TEL. #	<b>028 313 8956</b>	<b>028 313 8117</b>

## CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY .....	4
1. TENDER NOTICE & INVITATION TO TENDER.....	5
2. AUTHORITY TO SIGN A BID.....	6
3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT .....	8
4. GENERAL CONDITIONS OF TENDER .....	17
5. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS AND APPLICATION FORM.....	19
6. MBD 4 – DECLARATION OF INTEREST .....	20
7. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 - PURCHASES .....	22
8. MBD 6.9 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 (PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC PROVINCE).....	28
9. MBD 6.10 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 (PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC REGION) .....	30
10. MBD 6.11 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001 - PROMOTION OF ENTERPRISES LOCATED IN A SPECIFIC MUNICIPAL AREA.....	32
11. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES.....	34
12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION.....	36
13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	39
14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993).....	40
15. FORM OF INDEMNITY .....	44
16. FORM OF OFFER AND ACCEPTANCE.....	45
PART B – SPECIFICATIONS.....	64
17. SPECIFICATIONS .....	65
PART C – Database Registration.....	67



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

**1. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1098/2011****PROVISION OF SMALL BORE SEWERAGE NETWORK CONNECTIONS, HERMANUS**

Tender documents, in English, are obtainable from Friday, 24 June 2011, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, Tel. 028 313 8064 from Mr. Ayanda Mili between 08h30 and 15h30, upon payment of a non-refundable tender participation fee of R110 per set. Bank guaranteed cheques are to be made payable to "Overstrand Municipality". Alternatively the documents can be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za)

Sealed tenders, with "**Tender No. SC 1098/2011: Provision of Small Bore Sewerage Network Connections, Hermanus**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 2** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation provided by the Municipality.

The closing date and time of the tender is on **08 July 2011 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

Tenderers should have an estimated CIDB contractor grading of **2 CE or higher**.

A compulsory briefing session will be held at 15h00 on 01 July 2011 at the Auditorium, Hermanus Administration, Overstrand Municipality.

Tenders must be valid for 90 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 and the Supply Chain Management Policy of the Overstrand Municipality.

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

## 2. AUTHORITY TO SIGN A BID

### 1. COMPANIES

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

#### AUTHORITY BY BOARD OF DIRECTORS

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

Full name of Director	Residential address	Signature

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

### 2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

**3. PARTNERSHIP**

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

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

Full name of partner	Residential address	Signature

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

**4. CLOSE CORPORATION**

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

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

Full name of member	Residential address	Signature

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

### 3. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

#### 1. DEFINITIONS

The following terms shall be interpreted as indicated:

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



- 1.20. *"Order"* means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21. *"Project site"* where applicable, means the place indicated in bidding documents.
- 1.22. *"Purchaser"* means the organization purchasing the goods.
- 1.23. *"Republic"* means the Republic of South Africa.
- 1.24. *"SCC"* means the Special Conditions of Contract.
- 1.25. *"Services"* means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26. *"Supplier"* means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.27. *"Tort"* means in breach of contract.
- 1.28. *"Turnkey"* means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.29. *"Written" or "in writing"* means handwritten in ink or any form of electronic or mechanical writing.

## 2. Application

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

## 3. General

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

## 4. Standards

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

## 5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only 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.
- 6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

## 7. Performance security

- 7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3. The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (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.

## 8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## 9. Packing

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

## 10. Delivery

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

## 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.

## 12. Transportation

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

## 13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- (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, 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, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## 16. Payment

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

## 17. Prices

- 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 or in the purchaser's request for bid validity extension, as the case may be.

## 18. Variation orders

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

## 19. Assignment

- 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 contract, if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## 21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.
- 21.5. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

## 22. Penalties

- 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 supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (a) the name and address of the supplier and / or person restricted by the purchaser;

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

## 25. Force Majeure

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

**28. Limitation of liability**

- 28.1. Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (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.

**31. Notices**

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

**32. Taxes and duties**

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is



between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*



#### 4. GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus

**Please Note:**

- ♦ **Tenders that are deposited in the incorrect box will not be considered.**
  - ♦ **Tender box deposit slot is 28cm x 2.5cm.**
  - ♦ **Mailed, telegraphic or faxed tenders will not be accepted.**
  - ♦ **Documents may only be completed in black ink.**
  - ♦ **The use of correction fluid/tape on the bid documents is not allowed. If there is an error, draw a line through it, initial next to it and make the correction directly above /below/next to it.**
  - ♦ **All bids must be submitted in writing on the official forms supplied (not to be re-typed)**
  - ♦ **All prices shall be quoted in South African currency and be inclusive of VAT.**
3. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
  4. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
  5. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
  6. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
  7. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
  9. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
  10. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
  11. All prices shall be quoted in South African currency and be **inclusive** of **VAT**.
  12. This bid will be evaluated and adjudicated according to the following criteria:
    - Relevant specifications
    - Value for money
    - Capability to execute the contract
    - PPPFA & associated regulations

\_\_\_\_\_ *[insert any other criteria]*

**13. Invoices**

All invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

**14. Value-Added Tax (VAT)**

- 14.1. Tax invoices are to comply with the requirements as contained in the Value Added Tax Act, Act 89 of 1991. The content of the invoice must contain sufficient information for audit purposes.
- 14.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 14.3. The amended Value-Added Tax Act requires that a Tax Invoice for supplies in excess of R3,000 should, in addition to the other required information, also disclose the VAT registration number of the recipient, with effect from 1 March 2005.
- 14.4. The VAT registration number of the Municipality is 4140106396.

**15. Standard Payment Terms**

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

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

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
3. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be accepted.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally 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 e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)

## 6. MBD 4 – DECLARATION OF INTEREST

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

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

<sup>1</sup> MSCM Regulations: "in the service of the state" means to be –

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

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

<b>DECLARATION</b>			
I, the undersigned (name) _____, certify			
that the information furnished in paragraph 3 above is correct.			
I accept that the state may act against should this declaration prove to be false.			
SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

### NB:

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

### 1. GENERAL CONDITIONS

- 1.1. The following preference point systems are applicable to all bids:
  - 1.a.1. the 80/20 system for requirements with a Rand value of up to R500 000; and
  - 1.a.2. the 90/10 system for requirements with a Rand value above R500 000.
- 1.2. The value of this bid is estimated to not exceed R500 000 and therefore the 80/20 system shall be applicable.
- 1.3. Preference points for this bid shall be awarded for:
  - Price
  - Specific contract participation goals, as specified in the attached forms.
- 1.4. The points for this bid are allocated as follows:

	POINTS
1.4.1. PRICE	90
1.4.2. SPECIFIC CONTRACT PARTICIPATION GOALS	20
(a) Historically Disadvantaged Individuals:	
(i) who had no franchise in national elections before the 1983 and 1993 Constitutions	4
(ii) who is a female	4
(iii) who has a disability	2
(b) Other specific goals (goals of the RDP- plus local manufacture)	
Local tenderers MBD 6.9 (Western Cape Province)	2
Local tenderers MBD 6.10 (Overberg Region)	4
Local tenderers MBD 6.11 (Overstrand Municipality)	10
<b>Total points for Price, HDIs and other RDP- goals must not exceed</b>	<b>100</b>

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

- 1.5. Failure on the part of a bidder to fill in and/or to sign this form may be interpreted to mean that preference points are not claimed.
- 1.6. The Municipality requires of a bidder to substantiate any claim in regard to preferences.

### 2. GENERAL DEFINITIONS

- 2.1. "Acceptable bid" means any bid which, in all respects, complies with the specifications and conditions of bid as set out in the bid document.
- 2.2. "Bid" means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods, works or services.
- 2.3. "Comparative price" means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.
- 2.4. "Consortium or joint venture" means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.
- 2.5. "Contract" means the agreement that results from the acceptance of a bid by an organ of state.

- 2.6. "Specific contract participation goals" means the goals as stipulated in the Preferential Procurement Regulations 2001.
- 2.6.1. In addition to above-mentioned goals, the Regulations [12.(1)] also make provision for organs of state to give particular consideration to procuring locally manufactured products.
- 2.7. "Control" means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.
- 2.8. "Disability" means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.
- 2.9. "Equity Ownership" means the percentage ownership and control, exercised by individuals within an enterprise.
- 2.10. "Historically Disadvantaged Individual (HDI)" means a South African citizen:
- 2.10.1. Who, due to the apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (act no 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (act no 200 of 1993) ("the interim constitution"); and/or
- 2.10.2. Who is a female; and/or
- 2.10.3. Who has a disability:
- 2.10.4. Provided that a person who obtained South African citizenship on or after the coming to effect of the interim constitution, is deemed not to be a HDI;
- 2.11. "Management" means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 2.12. "Owned" means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.
- 2.13. "Person" includes reference to a juristic person.
- 2.14. "Rand value" means the total estimated value of a contract in Rand denomination that is calculated at the time of bid invitations and includes all applicable taxes and excise duties.
- 2.15. "Small, Medium and Micro Enterprises (SMMEs)" bears the same meaning assigned to this expression in the National Small Business Act, 1996 (No 102 of 1996).
- 2.16. "Sub-contracting" means the primary contractor's assigning or leasing or making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
- 2.17. "Trust" means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 2.18. "Trustee" means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ESTABLISHMENT OF HDI EQUITY OWNERSHIP IN AN ENTERPRISE

- 3.1. Equity ownership shall be equated to the percentage of an enterprise which is owned by individuals classified as HDIs, or in the case of a company, the percentage shares that are owned by individuals classified as HDIs, who are actively involved in the management and daily business operations of the enterprise and exercise control over the enterprise, commensurate with their degree of ownership.
- 3.2. Where individuals are not actively involved in the management and daily business operations and do not exercise control over the enterprise commensurate with their degree of ownership, equity ownership may not be claimed.

### 4. ADJUDICATION USING A POINT SYSTEM

- 4.1. The bidder obtaining the highest number of points will be awarded the contract.
- 4.2. Preference points shall be calculated after prices have been brought to a comparative basis.
- 4.3. Points scored will be rounded off to 2 decimal places.

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

## 5. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 \text{80/20} & \text{or} & \text{90/10} \\
 P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)
 \end{array}$$

Where:

$P_s$  = Points scored for price of bid under consideration  
 $P_t$  = Rand value of bid under consideration  
 $P_{\min}$  = Rand value of lowest acceptable bid

## 6. POINTS AWARDED FOR HISTORICALLY DISADVANTAGED INDIVIDUALS

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

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

Where:

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

- 6.2. Equity claims for a trust will only be allowed in respect of those persons who are both trustees and beneficiaries and who are actively involved in the management of the trust.
- 6.3. Documentation to substantiate the validity of the credentials of the trustees contemplated above must be submitted.
- 6.4. Public companies and tertiary institutions do not qualify for HDI preference points.
- 6.5. A consortium or joint venture may, based on the percentage of the contract value managed or executed by their HDI-members, be entitled to preference points in respect of an HDI.
- 6.6. A person awarded a contract as a result of preference for contracting with, or providing equity ownership to an HDI, may not subcontract more than 25% of the value of the contract to a person who is not an HDI or does not qualify for the same number or more preference for equity ownership.

## 7. BID DECLARATION

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

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

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



**9. DECLARATION WITH REGARD TO EQUITY**

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

MUNISIPALITEIT



MUNICIPALITY

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

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

\*Indicate YES or NO

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

**11. Consortium / Joint Venture**

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

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

**12.****DECLARATION**

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

- a. The information furnished is true and correct.
- b. The Equity ownership claimed is in accordance with the General Conditions as indicated in paragraph 1 of this form.
- c. In the event of a contract being awarded as a result of points claimed as shown in paragraph 8, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- d. If the claims are found to be incorrect, the purchaser may, in addition to any other remedy it may have -
  - i. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct; and
  - ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

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

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

**NB:**

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

- 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.
- 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	<b>2</b>

- Preference points may only be claimed by enterprises located within the borders of the **Western Cape Province**. (See paragraph 2 above).
- BID DECLARATION**  
Bidders who wish to claim points in respect of this specific goal must complete the declaration part of this form.
- DECLARATION WITH REGARD TO LOCALITY**

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

Physical Address of <b>Local Enterprise</b> :	
Postal Address of <b>Local Enterprise</b> :	
Telephone number:	
Fax number:	
Physical Address of <b>Head Office</b> :	
Postal Address of <b>Head Office</b> :	
Telephone number:	
Fax number:	

<b>6. DECLARATION</b>			
I/we, the undersigned, who warrants that he/she is duly authorized to do so on behalf of the enterprise certify that the enterprise is entitled to the points allocated in paragraph 2 of this form and I / we acknowledge that:			
a. The information furnished is true and correct.			
b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.			
c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-			
i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and			
ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.			
SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

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

**NB:**

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

- 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.
- 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 <b>Overberg Region</b>	<b>4</b>

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

**4. BID DECLARATION**

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

**5. DECLARATION WITH REGARD TO LOCALITY**

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

Physical Address of <b>Local Enterprise</b> :	
Postal Address of <b>Local Enterprise</b> :	
Telephone number:	
Fax number:	
Physical Address of <b>Head Office</b> :	
Postal Address of <b>Head Office</b> :	
Telephone number:	

Fax number:	
-------------	--

**6.****DECLARATION**

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

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

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

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

**NB:**

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

- 1 Regulation 17(3) (g) of the Preferential Procurement Regulations makes provision for the promotion of enterprises located in a specific municipal area for work to be done or services to be rendered in that municipal area.
- 2 The promotion of this goal can be achieved by acquiring goods and services from enterprises located within the **Overstrand Municipality**. This includes an enterprise whose head office may be situated in elsewhere, but has established a fully-fledged branch within this municipal area. Enterprises located outside the borders of this Municipality and who only appoint agents and/or commission warehouses in this municipal area are expressly excluded from claiming points for this goal.

SPECIFIC GOAL	POINTS ALLOCATED
The stimulation of the local economy by procuring from enterprises located within the borders of the <b>Overstrand Municipality</b> .	<b>10</b>

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

**4 BID DECLARATION**

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

**5 DECLARATION WITH REGARD TO LOCALITY**

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

Physical Address of <b>Local Enterprise</b> :	
Postal Address of <b>Local Enterprise</b> :	
Telephone number:	
Fax number:	
Physical Address of <b>Head Office</b> :	
Postal Address of <b>Head Office</b> :	



MUNISIPALITEIT



MUNICIPALITY

Telephone number:	
Fax number:	

Municipal Account No:		Stand No:	
-----------------------	--	-----------	--

<b>6. DECLARATION</b>			
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:			
<p>a. The information furnished is true and correct.</p> <p>b. In the event of a contract being awarded as a result of points claimed, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claim is correct.</p> <p>c. If the claim is found to be incorrect, the purchaser may, in addition to any other remedy it may have-</p> <p style="margin-left: 40px;">i. recover all costs, losses or damages it has incurred or suffered as a result of wrong information furnished; and</p> <p style="margin-left: 40px;">ii. cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.</p>			
SIGNATURE OF BIDDER(S):			
WITNESS 1:		WITNESS 2:	
DATE:			
ADDRESS:			

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

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

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

4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
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:		NAME (PRINT):	
CAPACITY:		DATE:	
NAME OF FIRM:			

## 12. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

<sup>2</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

**SC1098/2011**

**PROVISION OF SMALL BORE SEWERAGE NETWORK CONNECTIONS, HERMANUS**

in response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

hereby makes the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: \_\_\_\_\_  
(Name of Bidder)

I, the undersigned, in submitting the accompanying bid, that:

- 1 I have read and I understand the contents of this Certificate;
- 2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
- 4 Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- 5 For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>4</sup> will not be construed as collusive bidding.
- 7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  1. prices;
  2. geographical area where product or service will be rendered (market allocation)
  3. methods, factors or formulas used to calculate prices;
  4. the intention or decision to submit or not to submit, a bid;
  5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  6. bidding with the intention not to win the bid.
- 8 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

- 9 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

**13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**
**NAME OF THE BIDDER:** \_\_\_\_\_

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

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

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

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

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

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

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

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

**For office use (comments):**

---

<p><b>14. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)</b></p>
--

**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**

---

*(Mandatar)*



## 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.

<b>SIGNED – MANAGEMENT:</b>	
-----------------------------	--

**WRITTEN AGREEMENT**

This is a written agreement between

\_\_\_\_\_  
(Name of EMPLOYER)

And

\_\_\_\_\_  
(Name of the MANDATARY)

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

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

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

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

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

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

<p style="text-align: right;">_____ <b>(Employer)</b></p> <p>has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
<p>(i) Contractor's registration number with the office of the Compensation Commissioner:</p>	
<p>(ii) Proof that assessment has been paid:</p>	<p><b>A copy of a receipt must be handed in, in this regard.</b></p>
<p>Signature of CONTRACTOR:</p>	
<p>Date:</p>	

MUNISIPALITEIT



MUNICIPALITY

## 15. FORM OF INDEMNITY

THE MUNICIPAL MANAGER  
OVERSTRAND MUNICIPALITY  
HERMANUS  
SOUTH AFRICA

**INDEMNITY**

Given by ..... (Name of Company)

Of .....

(registered address of Company) a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by .....

..... (Name of Representative) in his capacity as

..... (Designation) of the Contractor is

Duly authorised hereto by a resolution dated .....

To sign on behalf of the Contractor.

**WHEREAS** the Contractor has entered into a Contract dated .....

With the Municipality who require this indemnity from the Contractor for the provision of small bore sewerage network connections.

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

**SIGNATURE:** .....

**THUS DONE AND SIGNED** for and on behalf of the Contractor.

At ..... on the ..... day of  
..... 2011 in the presence of the subscribing witnesses.

**AS WITNESSES**

..... (Designation) .....

..... (Designation) .....

## 16. FORM OF OFFER AND ACCEPTANCE

### 1. OFFER

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

#### PROVISION OF SMALL BORE SEWERAGE NETWORK CONNECTIONS, HERMANUS

- a. The tenderer, identified in the Offer signature block, has examined the contract as listed in the Acceptance section and agreed to provide this Offer.
- b. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

ITEM	DESCRIPTION	UNIT	RAND VALUE (Vat Inclusive)
2.1	Locate and expose sewer connection point	Sum	
2.2	Excavate 0.0m - 1.5m deep from connection point to sewer tank, lay pipes (up to 110mm diameter) (supplied by Municipality) and connect to tank outlet; bed; back-fill and compact:		
2.2.1	Soft Materials (sand)	m <sup>3</sup>	
2.2.2	Hard Materials (clay, Gravel or Rocky soil)	m <sup>3</sup>	
2.2.3	Extra over for rock removed by blasting or jack-hammer	m <sup>3</sup>	
2.3	Break into sewer tank, fit and grout 63mm UPVC pipe for connection (provisional)	Sum	
2.4	Install filter inside of sewer tank	Sum	
2.5	Break into top slab of sewer tank and install 300mm x 300mm cast iron manhole cover and frame and make good (provisional)	Sum	
2.6	Day works rate for works not defined above(1 plumber plus 2 assistants	Hr	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2.7	Cut into main line and make new connection	Sum	
2.8	Provide suitable bedding material from commercial sources.	m <sup>3</sup>	
2.9	Reinstatement of lawns (Provide materials/labour)	m <sup>2</sup>	
2.10	Reinstatement of brick paving	m <sup>2</sup>	
2.11	Reinstatement of concrete paving	m <sup>2</sup>	
2.12	Reinstatement of tar (min. 30 mm thick on Cat 65 spray at 1.2 l/m <sup>2</sup> )	m <sup>2</sup>	
2.13	Reinstatement and compaction of base-course 150 mm thick	m <sup>2</sup>	
2.14	Reinstatement of concrete paving slabs	m <sup>2</sup>	
2.15	Build Manhole 1m X 1m X 1m (price to include bricks and cement. Cover and frame supplied by municipality)	Sum	

- d. This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
For the tenderer:		
Name of witness:	(Insert name and address of organisation)	Date
Signature of witness:		

**2. ACCEPTANCE**

- a. By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the conditions of contract identified in the Contract Data. Acceptance of the tenderer's Offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- b. Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
- c. The tenderer shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.
- d. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now **Contractor**) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.
- e. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

Signature(s):		
Name(s):		
Capacity:		
<b>For the Employer:</b>	<b>Overstrand Municipality, Magnolia Avenue, Hermanus</b>	
Name of witness:		Date:
Signature of witness:		

Construction Industry Development Board



## Application For Contractor Registration - Grade 2 To 9

### INSTRUCTIONS

*The next eight pages are intended as a guide.*

*There are a total of seven pages at the back of this form to be completed by you.*

**When completing the application form:**

- Print clearly, use black ink, and complete only the relevant parts, as described in **Table Ai & Aii**.
- Please submit the entire form to the **cidb**, even if you are not required to complete all sections.
- Photocopy any pages that do not have sufficient space or add a page for additional information.
- Applications without relevant supporting documentation will not be processed. See **Checklist**.
- For more information or assistance, please see our contact details on guidance page h.

### CONDITIONS OF REGISTRATION

The contractor must:

- confirm particulars provided in this form annually;
- pay the relevant administration fee(s), as well as the stipulated annual fee;
- notify the **cidb** of any change of particulars relating to an existing registration;
- be free from any restrictions to tender;
- comply with the **Code of Conduct for All Parties Engaged in Construction Procurement**, as published by the **cidb** in the Government Gazette no. 25666 of 2003.  
(Also available at: [www.cidb.org.za](http://www.cidb.org.za))
  - annually provide a valid, original tax clearance certificate, upon expiry of the previous certificate; and
  - renew registration every three years for requalification of grades.

Form CRS F006 : January 2009 : Version 3.5



**Table A: Use These Tables To Guide You On Which Sections To Complete**

- Please refer to Tables Ai & Aii for guidance.

**Table Ai:**

TYPES OF APPLICATIONS	What sections should you fill in?
New Registrations or 3 Year-renewal	All sections
Upgrades or Additional classes of works,	Sections: A, B, D, E, F, I, G & H
Annual confirmation of Particulars	Sections: A, B, C, H, I
Change of information / particulars.	Sections: A, B, C, I

**Table Aii:**

SECTION	Who must complete it?
Checklist	All applicants (on page 1 of application form)
A: Type of Application	All applicants
B: About your Enterprise	All applicants
C: Potentially Emerging Enterprise	All applicants that wish to apply to be registered as a potentially emerging enterprise.
D: Best Annual Turnover	All applicants except: <ul style="list-style-type: none"> <li>• those contractors who are applying for contractor grading designation 2; and</li> <li>• those contractors who are applying for contractor grading designations 5 to 9 and who want their contractor grading designation to be based on METHOD B</li> </ul>
Di: Available Capital	All applicants except: <ul style="list-style-type: none"> <li>• those contractors who are applying for contractor grading designation 2</li> </ul>
Ei - iii: Track Record	All applicants except: <ul style="list-style-type: none"> <li>• those contractors who are applying for contractor grading designation 5 to 9 and who want their contractor grading designation to be based on METHOD B</li> </ul>
Eiv: Track Record: Transfer of Track Record	All applicants wishing to transfer a track record(s) from one entity to another
Fi: Declaration by Registered Professionals	Under METHOD A: <ul style="list-style-type: none"> <li>• All applicants for contractor grading designation 6 or higher in the EB, EP, ME and Specialist classes of construction works.</li> <li>• All applicants for contractor grading designation 7 or higher in the GB and CE classes of construction works.</li> </ul> Under METHOD B: <ul style="list-style-type: none"> <li>• All applicants for contractor grading designation 5 or higher in all classes of works.</li> </ul>
Fi: Electrical Engineering	All applicants for electrical engineering class of construction works. EB - Electrical Engineering - (Building)
G: Contractor Grading Designation	All applicants
H: Fees Payable	All applicants
I: Declaration by Contractor	All applicants

Guidance page a

Table B: Classes Of Construction Works

DEFINITION	BASIC WORKS TYPES	EXAMPLES
<b>CIVIL ENGINEERING (CE)</b>		
Construction Works primarily concerned with materials such as steel, concrete, earth & rock & their application in the development, extension, installation, maintenance, removal, renovation, alteration, or dismantling of building and engineering infrastructure	Water, sewerage, roads, railways, harbours and transport, urban development & municipal services	<ul style="list-style-type: none"> <li>Structures such as cooling tower, bridge, culvert, dam, grand stand, road, railway, reservoir, runway, swimming pool, site or tunnel.</li> <li>The results of operations such as dredging, earthworks and geotechnical processes.</li> <li>Township services, water treatment and supply, sewerage works, sanitation, soil conservation works, irrigation works, storm-water and drainage works, coastal works, ports, harbours, airports and pipelines</li> </ul>
<b>ELECTRICAL ENGINEERING WORKS - BUILDING (EB)</b>		
Construction Works that are primarily concerned with the installation, extension, modification or repair of electrical installations in or on any premises used for the transmission of electricity from a point of control to a point of consumption, including any article forming part of such an installation	All electrical equipment forming an integral and permanent part of buildings and/or structures, including any wiring, cable jointing and laying and electrical overhead line construction	<ul style="list-style-type: none"> <li>Electrical installations in buildings</li> <li>Electrical reticulations within a plot of land (ert) or building site</li> <li>Standby plant and uninterrupted power supply</li> <li>Verification and certification of electrical installations on premises</li> </ul>
<b>ELECTRICAL ENGINEERING WORKS - INFRASTRUCTURE (EP)</b>		
Construction Works that are primarily concerned with development, extension, installation, removal, renovation, alteration or dismantling of engineering infrastructure:  a) relating to the generation, transmission and distribution of electricity; or  b) Which cannot be classified as EB	Electrical power generation, transmission, control and distribution equipment & systems	<ul style="list-style-type: none"> <li>Power generation</li> <li>Street &amp; area lighting</li> <li>Substations &amp; protection systems</li> <li>Township reticulations</li> <li>Transmission lines</li> </ul>
<b>GENERAL BUILDING WORKS (GB)</b>		
Construction Works that: a) are primarily concerned with the development, extension, installation, renewal, renovation, alteration, or dismantling of a permanent shelter for its occupants or contents; or b) cannot be categorised in terms of the definitions provided for civil engineering works, electrical engineering works, mechanical engineering works, or specialist works	Building & ancillary works other than those categorised as:  <ul style="list-style-type: none"> <li>civil engineering works</li> <li>electrical engineering works</li> <li>mechanical engineering works</li> <li>specialist works</li> </ul>	<ul style="list-style-type: none"> <li>Buildings for domestic, industrial, institutional or commercial occupancies</li> <li>Car ports</li> <li>Fences other than classified as SQ</li> <li>Stores</li> <li>Walls</li> </ul>

**MECHANICAL ENGINEERING WORKS (ME)**

Construction Works that are primarily concerned with the development, extension, installation, removal, alteration, renewal of engineering infrastructure for gas transmission and distribution, solid waste disposal, heating, ventilation and cooling, chemical works, metallurgical works, manufacturing, food processing and materials handling	<ul style="list-style-type: none"> <li>Machine systems including those relating to the environment of building interiors</li> <li>Gas transmission and distribution systems</li> <li>Pipelines</li> <li>Materials handling, lifting machinery, heating, ventilation and cooling, pumps</li> <li>Continuous process systems, chemical works, metallurgical works, manufacturing, food processing such as that in concentrator machinery and apparatus, oil and gas wells, smelters, cyanide plants, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substances or other chemical processes</li> </ul>	<ul style="list-style-type: none"> <li>Air-conditioning &amp; mechanical ventilation</li> <li>Boiler installations &amp; steam distribution</li> <li>Central heating</li> <li>Centralised hot water generation</li> <li>Compressed air, gas &amp; vacuum installations</li> <li>Conveyor &amp; materials handling installations</li> <li>Continuous process systems involving chemical works, metallurgical works, oil and gas wells, acid plants, metallurgical machinery, equipment and apparatus, and works necessary for the beneficiation of metals, minerals, rocks, petroleum and organic substance and other chemical processes</li> </ul>	<ul style="list-style-type: none"> <li>Dust and sawdust extraction</li> <li>Kitchen equipment</li> <li>Laundry equipment</li> <li>Refrigeration &amp; cold rooms</li> <li>Waste handling systems (including compactors)</li> </ul>
---	---	--	--

**SPECIALIST WORKS**

SB The extension, installation, repair, maintenance or renewal, or removal of asphalt	SI The development, extension, installation, repair, maintenance, renewal, renovation, alteration or dismantling of lifts, escalators, travelators and hoisting machinery
SC The development, extension, installation, removal and dismantling, as relevant, associated with building excavations, shaft sinking and lateral earth support	SJ The development, installation, removal, or dismantling, as relevant, of piles and other specialised foundations for buildings and structures
SD The development, extension, installation, repair, renewal, removal or alteration of corrosion protection systems (cathodic, anodic and electrolytic)	SK The installation, renewal, removal, alteration or dismantling, as relevant, road markings and signage
SE Demolition of buildings and engineering infrastructure and blasting	SL The development, extension, installation, renewal, removal, renovation, alteration or dismantling of structural steelwork and scaffolding
SF The development, extension, installation, renewal, removal, renovation, alteration or dismantling of fire prevention and protection infrastructure (drencher and sprinkler systems and fire installation)	SM Timber buildings & structures
SG The development, extension, installation, renewal, removal, renovation, alteration or dismantling of glazing, curtain walls and shop fronts	SN The extension, installation, repair, maintenance, renewal, removal, renovation or alteration, as relevant, of the waterproofing of basements, roofs and walls using specialist systems
SH The development, extension, installation, maintenance, renewal, removal, alteration or dismantling, as relevant, of landscaping, irrigation and horticultural works	SO The development, extension, installation, renewal, removal, alteration, or dismantling or demolition of water installations and soil and waste water drainage associated with buildings (wet services and plumbing)
	SQ The development, extension, installation, repair, removal, alteration, dismantling or demolition of precast concrete or steel security fencing

**HOW CONTRACTOR GRADING DESIGNATIONS ARE DETERMINED****Notes**

- Your **contractor grading designation** is determined by your **financial capability** and your **works capability**.
- Your **financial capability** relates to your financial history (turnover), and the amount of working capital you can muster to sustain a contract, i.e. **available capital**. Available capital is determined from the liquid cash resources available to you, loans that may be leveraged and any financial sponsorships.
- Your **works capability** is determined by the largest contract you have undertaken and completed in your class of construction works (completed during the 5 years immediately preceding the application), the number of registered professionals you employ, and your fulfilment of relevant statutory requirements.
- Method A** will be based on financial capacity and works capability.
- Method B** will only be determined based on financial capability as well as the number of registered professionals you employ (your annual turnover and track record with regard to contracts completed are not taken into account to determine your contractor grading designation).
- Your **contractor grading designation** will be used by government (national, provincial, municipal and state owned enterprises) to qualify your tender to be considered for a particular construction works contract. For example: if you are registered as a SCE, you will be considered for public sector civil engineering works contracts of a value not exceeding R6.5 million. You may register for different classes of works. For example, you may be registered as a SCE and as an BME. This means that you will also be considered for public sector mechanical engineering works contracts of a value not exceeding R130 million.

The records of one entity may be transferred to that of another entity and treated as if it were the same for the purposes of assessment where:

- the first contractor being a sole proprietor, partnership or trust who establishes a company or close corporation in terms of the Companies Act, 1973 or the Close Corporations Act, 1984;
- a change of name of a company;
- the reconstruction of a company;
- the amalgamation of companies;
- the takeover of a company;

Guidance page c

- a scheme of arrangement in terms of sections 311 to 313 of the Companies Act, 1973;
- the conversion of a company to a close corporation in terms of section 27 of the Close Corporations Act, 1984; or
- a change in membership or members' interests of a close corporation.

### Table C: Tender Value Range

A registered contractor's grading designation (indicated in the first column, below), means that the contractor is considered capable of undertaking a contract less than or equal to the value indicated in the second column - within the contractor's registered class of works.

DESIGNATION	Less than or equal to
2	R 650 000
3	R 2 000 000
4	R 4 000 000
5	R 6 500 000
6	R 13 000 000
7	R 40 000 000
8	R 130 000 000
9	No Limit

### DETERMINING FINANCIAL CAPABILITY

The specific requirements under Method A that you need to satisfy in respect of the contractor grading designation applied are:

Depending on the contractor grading designation applied for, your financial capability will be determined from:

- your best turnover from the 2 financial years immediately preceding the application.
- the contractor must satisfy all the criteria relating to financial capability.
- the available capital that you are able to mobilize.

The specific requirements under Method A that you need to satisfy in respect of the contractor grading designation applied are:

DESIGNATION	FINANCIAL & WORKS REQUIREMENTS
Grade 2	have completed a contract with the value of not less than R150 000
Grade 3	have completed a contract with the value of not less than R500 000 and either have best turnover not less than R1,000,000 or have available capital not less than R100 000.
Grade 4	have completed a contract with the value of not less than R 1 000 000 and either have best turnover not less than R 2 000 000 or have available capital not less than R200 000.
Grade 5 and higher	have works and financial capability not less than that tabulated in Table Di below, for the contractor grading designation applied for.

The specific requirements under Method B that you need to satisfy in respect of the contractor grading designation applied are:

DESIGNATION	FINANCIAL & WORKS REQUIREMENTS
Grade 2-4	Not applicable for Method B.
Grade 5 and higher	have available capital not less than that tabulated in Table Di below, for the contractor grading designation applied for.

### Table Di: Determining Financial Capability

FINANCIAL CAPABILITY		METHOD A			METHOD B
Designation	Upper limit of tender value range	Best Annual Turnover	Largest Contract	Available Capital	Available capital
2	R 650 000	-	R 150 000	-	N/A
3	R 2 000 000	R 1 000 000	R 500 000	R 100 000	N/A
4	R 4 000 000	R 2 000 000	R 1 000 000	R 200 000	N/A
5	R 6 500 000	R 3 250 000	R 1 600 000	R 650 000	R 1 300 000
6	R 13 000 000	R 7 800 000	R 3 250 000	R 1 300 000	R 2 600 000
7	R 40 000 000	R 24 000 000	R 10 000 000	R 4 000 000	R 8 000 000
8	R 130 000 000	R 90 000 000	R 32 500 000	R 13 000 000	R 26 000 000
9	No Limit	R 270 000 000	R 100 000 000	R 40 000 000	R 80 000 000

Guidance page d



The available capital is calculated by adding any financial sponsorships to the sum of the net asset value of a contractor as indicated in the contractor's financial statements, subject to the contribution made by financial sponsorships to available capital being limited to the values provided in Table D(ii) (NAV & Sponsorship). A financial sponsorship must be a collectable financial guarantee by one person to another, (the beneficiary)

- for a determined amount;
- to support operations of the contractor concerned in order to complete projects;
- available to the beneficiary as and when required;
- if applicable, available to a third person, such as a bank, to advance funds or such as a supplier, to advance a line of credit;
- if applicable, in a form acceptable to any financial institution in South Africa as defined in the Financial Services Board Act, 97 of 1990; and
- if not provided by a financial institution, to an amount which does not exceed 15% of the sponsor's net asset value as determined from the sponsor's latest financial statements.

**Table Dii: Determining the Maximum Contribution of Sponsorship to Available Capital (AC)**

Sponsor type	Maximum contribution of sponsorship to available capital			
	Method A		Method B	
	Designation	Amount	Designation	Amount
club registered contractor (with excess available capital) or company with more than 50% shareholding in applicant (may sponsor up to 100% of the required AC)	3	R 100 000	-	-
	4	R 200 000	-	-
	5	R 650 000	5	R 1 300 000
	6	R 1 300 000	6	R 2 600 000
	7	R 4 000 000	7	R 8 000 000
	8	R 13 000 000	8	R 26 000 000
	9	R 40 000 000	9	R 80 000 000
	3	R 75 000	-	-
	4	R 150 000	-	-
company with 25% or more shareholding in applicant (may sponsor up to 75% of the required AC)	5	R 487 500	5	R 975 000
	6	R 975 000	6	R 1 950 000
	7	R 3 000 000	7	R 6 000 000
	8	R 9 750 000	8	R 19 500 000
	9	R 30 000 000	9	R 60 000 000
	3	R 60 000	-	-
	4	R 100 000	-	-
	5	R 305 000	5	R 610 000
	6	R 610 000	6	R 1 220 000
company with less than 25% shareholding in applicant (may sponsor up to 50% of the required AC)	7	R 2 000 000	7	R 4 000 000
	8	R 6 000 000	8	R 12 000 000
	9	R 20 000 000	9	R 40 000 000

## DETERMINING WORKS CAPABILITY

Notes regarding works capability:

Your works capability is determined by the following:

### Method A.

- The largest contract completed during the 5 years immediately preceding the application, in the class of construction works applied for, as indicated in Table E on the next page; and
- The employment of the required number of registered professional(s) to work in the class of works applied for, as indicated in Table F(i) (Guidance page "I"), for registration at contractor Grade 6 and above.

### Method B.

- The employment of the required number of registered professional(s) to work in the class of works applied for, as indicated in Table F(ii) (see Guidance page "I"), for registration at contractor Grade 5 and above.

Guidance page e

Table E: Largest Contract Executed in the Last 5 Years

WORKS CAPABILITY		
Designation	Maximum value of contract that a contractor is considered capable of performing	Largest contract completed, during the 5 years immediately preceding the application, in the class of construction works applied for
2	R 650 000	R 150 000
3	R 2 000 000	R 500 000
4	R 4 000 000	R 1 000 000
5	R 6 500 000	R 1 600 000
6	R 13 000 000	R 3 250 000
7	R 40 000 000	R 10 000 000
8	R 130 000 000	R 22 500 000
9	No Limit	R 100 000 000

**Minimum Number of Registered Professional(s)**

The minimum number of registered professional(s) employed permanently (full time) or the equivalent number of persons employed on a part time basis (totalling 40 hours a week) in relation to a works capability designation are as indicated below in Table F(i) for method A and method B.

Note: there are no requirements for registered professional(s) to be employed at Grade 4 and below.

Table Fi: Minimum Number of Registered Professional(s) Required (based on Method A)

WORKS CAPABILITY		Minimum Number of Full-Time Equivalent Registered Professional(s) Required for Registration in a Class of Construction Works				
Designation	Maximum Value of Contract that a contractor is considered capable of performing	General Building (GB)	Civil Engineering (CE)	Electrical Engineering (EB & EP)	Mechanical Engineering (ME)	Specialist Works
6	R 13 000 000	N/A	N/A	1	1	1
7	R 40 000 000	1	1	2	2	2
8	R 130 000 000	2	2	3	3	3
9	No Limit	3	3	4	4	4

Table Fii: Minimum Number of Registered Professional(s) Required (based on Method B)

WORKS CAPABILITY		Minimum Number of Full-Time Equivalent Registered Professional(s) Required for Registration in a Class of Construction Works				
Designation	Maximum Value of Contract that a contractor is considered capable of performing	General Building (GB)	Civil Engineering (CE)	Electrical Engineering (EB & EP)	Mechanical Engineering (ME)	Specialist Works
5	R 6 500 000	1	1	1	1	1
6	R 13 000 000	2	2	2	2	2
7	R 40 000 000	4	4	4	4	4
8	R 130 000 000	6	6	6	6	6
9	No Limit	8	8	8	8	8

- The "full-time equivalent" means that, for example, two part time engineers, each working 20 hours a week, would equal one full-time engineer.
- A registered professional(s) is recognised by virtue of his or her training and experience as having the necessary qualifications to undertake construction works in a specific class. All registered professional(s) (e.g. architects, quantity surveyors, etc.) employed by a contractor are required to be registered with relevant built environment councils:
  - For the classes of construction works (Civil Engineering, Electrical Engineering and Mechanical Engineering) the registered professional(s) will be registered in accordance with:
    - the Engineering Profession Act 46 of 2000 (Council: ECSA) or
    - the Project and Construction Management Professions Act 48 of 2000 (Council: SACPCMP); and

Guidance page f

- For the classes of construction works "General Building" and "Specialist Works" the registered professional(s) must be registered in accordance with one or more of the following:
  - the Project and Construction Management Professions Act 48 of 2000 (Council: SACPCMP)
  - the Engineering Profession Act 46 of 2000 (Council: ECSA)
  - the Architectural Profession Act 44 of 2000 (Council: SACAP)
  - the Quantity Surveying Profession Act 49 of 2000 (Council: SACQSP)
  - the Landscape Architectural Profession Act 45 of 2000 (Council: SACLAP)
- For the class of construction works of Electrical Engineering (EB), the applicant must submit an originally certified electrical contractor's certificate issued in the name of the enterprise, by the Electrical Contracting Board of South Africa.

### POTENTIALLY EMERGING ENTERPRISES

A registered, potentially emerging contractor may be awarded a contract at one level higher than the enterprise's registered contractor grading designation, if the client or employer:

- is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade; and
- ensures that financial, management or other support is provided - in the context of a targeted development programme - to enable the contractor to successfully execute that contract.

### JOINT VENTURES

- A joint venture is a grouping of two or more contractors who jointly and severally undertake to perform a construction works contract.
- Any enterprise that tenders or enters a contract for construction works with the public sector, must be registered. Once-off joint ventures do not have to register, each partner of the joint venture must be separately registered and that the leading partner must have a contractor grading designation in the relevant class of construction works.
- The contractor grading designation for a once-off joint venture is assessed by the client, based on:
  - the sum of the best annual turnover of all the members of the joint venture;
  - the sum of the available capital of all the members of the joint venture; and
  - the total number of equivalent full-time registered professional(s).
- The cidb has developed a calculator to enable assessment of joint ventures. This calculator is available on the cidb website at [www.cidb.org.za](http://www.cidb.org.za).

Notwithstanding any calculation, the following partnerships amongst registered contractors are deemed to satisfy the contractor grading requirements for a joint venture in the following designations:

**Table G: Joint Venture Combinations**

Joint Venture combinations to achieve a higher combined grade	Grade achieved by the Joint Venture
Three Grade 2 contractors	3
Three Grade 3 contractors	4
Two Grade 4 contractors or One Grade 4 and two Grade 3 contractors	5
Two Grade 5 contractors or One Grade 5 and two Grade 4 contractors	6
Two Grade 6 contractors or One Grade 6 and two Grade 5 contractors	7
Three Grade 7 contractors	8
Three Grade 8 contractors	9

### CONTRACTOR REGISTRATION FEES

**Table H: Fees for Different Types of Applications**

Fees payable	New applications	Update to an existing registration		Three yearly renewal
		Annual confirmation of particulars	Amendment to category of registration	
Administration Fee (non refundable)	Payable for each class of works	Not payable	Payable for each class of works being upgraded or added	Payable for each class of works
Annual Fee	Payable for highest grading designation only	Payable for highest grading designation only	Pro Rata annual fee: difference payable for higher grading designation	Payable for highest grading designation only



Table I: Calculating Fees Payable

Contractor Grading Designation	Upper limit of Tender Value Range Designation	Administration / Renewal Fee In respect of each Grade applied for	Annual Fees Payable In respect of the Highest Contractor Grading Designation
2	R 650 000	R 450	R 250
3	R 2 000 000	R 750	R 350
4	R 4 000 000	R 750	R 900
5	R 6 500 000	R 750	R 1 750
6	R 13 000 000	R 750	R 3 500
7	R 40 000 000	R 750	R 9 000
8	R 130 000 000	R 750	R 29 000
9	No Limit	R 750	R 55 000

**Example: Calculating Fees**

A contractor applies for 2GB and 8CE. The contractor will be required to pay the following fees:

Tender Value Range	Class of Construction Works	Admin Fee payable (determined by the tender value range applied for)
2	GB	R 450
8	CE	R 750
Sub - Total		R 1 200
Plus Annual Fee (determined by highest tender value range applied for)		R 29 000
Total Due (Total admin plus annual fee)		R 30 200

**PAYMENT**

- By Electronic Transfer or Bank Deposit. Our bank details are as follows:

Account Name:	Construction Industry Development Board NO.2	Account Number:	03 224 3464
Bank:	Standard Bank	Bank Code:	01-23-45-15
Branch:	Meylyn	Account Type:	Current Account

**Note:**

Please use your enterprise name as the reference when making payment.

Contractors already registered with the **cibd**, should please use their **cibd** registration number (CRS number) as the reference.

Please note that the **cibd** does not accept cash payments & cheques over the counter.

**CHECKLIST**

Use the **Checklist** to make sure that you are submitting all the required supporting information. If you are not required to complete a specific section of the form, you are also not required to submit the required supporting documentation.

**WHAT TO DO WITH YOUR COMPLETED APPLICATION**

- Double check that you have filled in all the required information correctly.
- Use the Checklist on Page 1 to make sure that you have attached all the required supporting documentation.
- Make a photocopy of the application to keep for your own records.
- Deliver your completed application, along with proof of payment and supporting documentation, to the applicable: **cibd CONSTRUCTION CONTACT CENTRES (CCC's):**

**HELPPDESK:**

<b>Western Cape</b> 140 Long Street Cnr Long & Dorp Street Cape Town Tel: 0861 927 222 Fax: 086 674 0293	<b>KwaZulu Natal</b> Department of Public Works 428 Blink Bonnie Road Mayville Tel: 0861 596 222 Fax: 086 668 5602	<b>Eastern Cape</b> Department of Public Works Independent Avenue Bisho Tel: 0861 222 327 Fax: 086 674 2908	<b>Gauteng</b> Blocks N & R SABS Campus 2 Dr Latagan Road Groenkloof, Pretoria Tel: 0861 428 222 Fax: 086 680 8569	<b>North West</b> Department of Public Works Unit 3, 11 Malsantwa Street Room 22, Mmabatho Tel: 0860 103 353 Fax: 086 681 5486
<b>Limpopo</b> Department of Public Works Ladanna Cnr Yster and Blaauwburg Street Limpopo Tel: (015) 293 8627	<b>Mpumalanga</b> Department of Public Works 30 Brown Street 9th Floor-Nedbank Building Nelspruit Tel: (013) 755 1705	<b>Free State</b> Medford Building St. Andrews Street Ground Floor, Bloemfontein Tel: 0861 377 222 Fax: 086 552 8692	<b>Northern Cape</b> SCM Building 45 Schmidtsdijk Road District Road Engineer (DRE) Kimberley Tel: (053) 861 9675	

CIBD HELP LINE: 0860 103 353

CIBD FRAUD HOTLINE: 0800 112 432

Guidance page h



Enterprise name: \_\_\_\_\_

**CHECKLIST FOR SUPPORTING DOCUMENTATION**

Provide the following supporting documentation only for those sections you had to complete.  
(See Table Ai & Aii on Guidance page a for guidance on required sections to be completed)

Supplied by  
ContractorReceived  
(OFFICE USE ONLY)

YES NO

YES NO

SECTION B i: Enterprise Particulars		Supplied by Contractor		Received (OFFICE USE ONLY)	
		YES	NO	YES	NO
Close Corporation (latest CK1 / CK2)					
Company:					
• Certificate of Incorporation (CM1)					
• List of all active directors (CM29)					
• Share certificates					
• All name change certificates (CM9) (if applicable)					
Partnership (partnership agreement)					
Trust (a copy of the trust deed or JM21)					
Other:					
SECTION B ii: Principals and Ownership / Interest					
Attach originally certified copies of Identity Documents (for a maximum of 20 principals)					
SECTION D i: Annual Best Turnover					
Attach a complete set of financial statements (compliant with GAAP or IFRS) for the 2 financial years immediately preceding the application:					
• Public / Private company - Audited					
• Trust - Audited					
• Close Corporation - compiled by an accounting officer					
• Partnership - compiled by an accounting officer					
• Sole Traders - compiled by an accounting officer					
SECTION D ii: Available Capital					
Description and proof of financial sponsorship(s)					
• Financial institution sponsorship					
OR					
• Letter of sponsorship undertaking in the form of a members resolution from a CC and a board resolution from a Company					
• If sponsor is a not a financial institution please attach the sponsors latest set of financial statements (compliant with GAAP or IFRS)					
SECTION E: Track Record					
For each class of works applied for, attach copies of:					
• Letter of award; and					
• Certificate of completion; and					
• Final payment certificate indicating the contract value. Maintenance contractors may provide latest payment certificate indicating the value of work done to date					
• Joint Venture agreement (if applicable);					
• Sub-contract agreement and corresponding bank statements (if applicable).					
SECTION E iv: Transfer of Track Record					
Attach particulars of changes in name or company type					
OR					
Auditors letter confirming changes in company structure					
SECTION F i: Registered Professional(s)					
Certificate of registration with the relevant built environment council					
Ensure that the declaration is signed and ensure that registered professionals sign section Fii of the form					
SECTION F ii: Requirements for Registration in Electrical Engineering for EB class of works					
Attach originally certified copy of the enterprise's valid Electrical Contractor's Certificate					
SECTION H: Payment of Fees					
Attach proof of payment					
(please use your company name or CRS number as the reference number when making payment)					
SECTION I: Declaration					
Attach valid, original Tax Clearance Certificate and;					
Ensure that the declaration is signed					
Ensure that registered professionals sign section Fii of the form					

Enterprise name: \_\_\_\_\_

**Section A Type Of Application**

Please indicate the type of application with an "x"

cidb registration number (for registered contractors): \_\_\_\_\_

New Application for Registration	<input type="checkbox"/>	Change of Particulars	<input type="checkbox"/>
Upgrade of Class of Works Status	<input type="checkbox"/>	Addition of a Class of Works	<input type="checkbox"/>
Annual Confirmation of Particulars	<input type="checkbox"/>		

**Section B About Your Enterprise****SECTION B i: Enterprise Particulars**

Name of Enterprise: \_\_\_\_\_

Trading as: \_\_\_\_\_

Type of Enterprise: *Please Indicate with an "x"*

Public Company	<input type="checkbox"/>	Private Company	<input type="checkbox"/>	Close Corporation	<input type="checkbox"/>	Foreign Company	<input type="checkbox"/>
Sole Proprietor	<input type="checkbox"/>	Partnership	<input type="checkbox"/>	Section 21 Company	<input type="checkbox"/>	Other	<input type="checkbox"/> (Please specify): _____

Date Enterprise Registered: \_\_\_\_\_ Date operations started: \_\_\_\_\_

Company/ CC Registration Number: \_\_\_\_\_

*(Attach documents as per the checklist)*

Head Office Physical Address: \_\_\_\_\_ Head Office Postal Address: \_\_\_\_\_

Code: \_\_\_\_\_ Code: \_\_\_\_\_

Province: \_\_\_\_\_ Province: \_\_\_\_\_

**Contact Person**

Title: \_\_\_\_\_ Initials: \_\_\_\_\_ Surname: \_\_\_\_\_

Designation: \_\_\_\_\_ email: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_ Cell: \_\_\_\_\_

**SECTION B ii: Principal(s) and Ownership / Interest**Complete details for each principal in the Enterprise and attach copy of Identity Document for each (for a maximum of 20). *(See Checklist)**A principal is a partner in a partnership, a sole proprietor, a director or a shareholder in a company or a member of a close corporation. (Note: Use separate list if necessary)*

Initials and Surname	Identity Number	RSA Citizen		Black		Gender		% of work time devoted to this enterprise	% of shares or interest held	% voting rights
		Y	N	Y	N	M	F			

Enterprise name: \_\_\_\_\_

**Section C Registration As A Potentially Emerging Enterprise**

Please complete section C below in order to be considered for potentially emerging enterprise status (See Guidance page "g")

*"Emerging enterprise" means an enterprise which is owned, managed and controlled by previously disadvantaged persons and which is overcoming business impediments arising from the legacy of apartheid.***SECTION C i: Management Decisions and Control**

State the name of previously disadvantaged principals responsible for day to day management decisions and indicate with an "X" which activities they are responsible for.

Name	Payment Authorisation & Cheque signing	Signing & co-signing for loans	Acquisition of lines of credit	Sureties	Major purchases or acquisitions	Signing contracts	Supervision of personnel

**SECTION C ii: Emerging Contractor Development**Are you, or have you been, registered with an enterprise development programme? ☐ YES ☐ NO

Registration Number: \_\_\_\_\_ (Attach proof of registration, if available.)

Name of Programme: \_\_\_\_\_

Name of Organisation offering the Programme: \_\_\_\_\_

**Section D Determining Financial Capability****SECTION D i: Best Annual Turnover**Attach financial statements for the 2 financial years immediately preceding the application (See Checklist)  
(See Guidance page "d" for more information.)

Financial Year End: MM/YYYY Total Turnover excl VAT: \_\_\_\_\_

Previous Financial Year: MM/YYYY Total Turnover excl VAT: \_\_\_\_\_

**SECTION D ii: Available Capital**

Attach financial statements for the 2 financial years immediately preceding the application and, if applicable, the description &amp; proof of financial sponsorship. (See Checklist)

Bank Name: \_\_\_\_\_ Branch Name: \_\_\_\_\_ Branch Code: \_\_\_\_\_

Account Holder Name: \_\_\_\_\_ Account Number: \_\_\_\_\_

Account Type: Please indicate with an "X" Current: ☐ Savings: ☐ Other: specify \_\_\_\_\_

From Annual Financial Statements:

Total Assets (as per the latest Financial Statements) R \_\_\_\_\_

Total Liabilities (as per the latest Financial Statements) R \_\_\_\_\_

Net Asset Value (The sum of total equity, retained income and shareholder's or member's loans): R \_\_\_\_\_

Financial Value of sponsorship(s) if any: R \_\_\_\_\_

Indicate the nature of your relationship with the sponsor(s): \_\_\_\_\_

Enterprise name: \_\_\_\_\_

### Section E Track Record

Provide contract details of the largest construction works contract completed during the 5 years immediately preceding the application. Attach copies of Letter of Award, Certificate of Completion & final Payment Certificate indicating the contract value. If applicable; contractors undertaking ongoing maintenance projects should submit copies of the Letter of Award and the latest progress payment certificate indicating the value of works completed to date (See Checklist.)

Make copies of SECTION E for each class of construction works applied for.

#### SECTION E i: Particulars of Employer who Commissioned the Works

Provide the following information on the Employer for whom the contract was performed.

Employer: \_\_\_\_\_

Employer's Contact Person: Title: \_\_\_\_\_ Initials: \_\_\_\_\_ Surname: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Cell: \_\_\_\_\_

#### SECTION E ii: Particulars of Contract Administrator

Person responsible for administering the contract on behalf of the employer, e.g. Principal Agent, Consulting Engineer, Architect, Project Manager, Construction Manager, etc.

Title: \_\_\_\_\_ Initials: \_\_\_\_\_ Surname: \_\_\_\_\_

Organisation: \_\_\_\_\_

Telephone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Cell: \_\_\_\_\_ email: \_\_\_\_\_

#### SECTION E iii: Contract Information

Contract Title: \_\_\_\_\_ Employer's Contract No: \_\_\_\_\_

Description of Contract: \_\_\_\_\_

Indicate the class of works to which the track record is applicable. Please indicate with an "X"

General Building ☐ Electrical Engineering Infrastructure (EP) ☐ Civil Engineering ☐

Mechanical Engineering ☐ Electrical Engineering Building (EB) ☐ Specialist Works ☐

Specify which class of specialist works: \_\_\_\_\_

Were you involved as: Main Contractor ☐ Sub Contractor ☐ Joint Venture Partner ☐

Total value of your share of the contract, including VAT R \_\_\_\_\_

Please indicate % share of Joint Venture \_\_\_\_\_ (Please attach the Joint Venture Agreement)

Contract Award Date: \_\_\_\_\_ Practical Completion Date: \_\_\_\_\_

Province: \_\_\_\_\_ Municipality: \_\_\_\_\_

**Note:** If Sub-Contractor: Attach Sub-contract Agreement and proof of payment in the form of bank statement copies reflecting receipts of payment(s) for the particular contract.

#### SECTION E iv: Transfer of Track Record

The track record of one entity may be transferred to that of another entity. (Refer to Guidance page "c".)

Attach particulars of changes (See Checklist)

If this contract was performed by you, but in the name of a different entity, please tick here: ☐

What was the nature of your relationship with the previous entity? \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

5

## Section F Determining Works Capability

**SECTION F1: Declaration by Registered Professional(s)**

Only required for contractor grading designation "B" and above for contractors applying under Method A and contractor grading designation "C" and above for contractors applying under Method B (See Tables F and H, Guidance page 17)

Provide information regarding registered professionals employed by the enterprise registered at relevant built environment councils as specified on Guidance pages 1 - 9.

The declaration below must be signed by the relevant Registered Professional(s).

I, the undersigned, hereby:

**declare that:**

- I am employed (either full time or part time) by the company applying for registration with the **cdib**.  
The information furnished, as well as all documentation submitted in support of my professional registration, is true and correct in every respect, and have been lawfully obtained;  
(Please attach a current certificate from the relevant built environment.)  
I will abide by the Code of Conduct for All Parties Engaged in Construction Procurement, as published by the **cdib** in the Government Gazette no. 26666 of 2003. (Also available at: [www.cdib.org.za](http://www.cdib.org.za));  
I will provide to the **cdib** any additional information that may be required with regards to the application.

authorise:

- The **cdd** to verify the information supplied in regard to my professional registration and employment;
- understand that:**
- The provision of false information is a serious offence and will be reported to the relevant built environment council.

[illegible]



Enterprise name: \_\_\_\_\_

**SECTION F ii: Requirement for Registration in Electrical Engineering**

(Applicable to contractors applying for EB Class of Works)

Attach an originally certified copy of the Electrical Contractor's certificate issued in the name of the enterprise applying for registration with the cidb.  
(See Section I: Checklist)

Registration Number: \_\_\_\_\_ Expiry Date: \_\_\_\_\_

**Section G Application For Contractor Grading Designation**

Indicate the contractor grading designation(s) that you are applying for. The cidb will register you in the contractor grading designation(s) that you qualify for, based on the information provided to the cidb.

CONTRACTOR GRADING DESIGNATION APPLIED FOR			
TENDER VALUE RANGE (See Table C, Guidance page "v")	CLASS OF CONSTRUCTION WORKS (See Table B, Guidance page "v")	EXISTING CONTRACTOR GRADING DESIGNATION (for update to existing registration only)	FOR OFFICE USE ONLY
e.g. 3	e.g. CE	e.g. RGE	

Note: The administration fee is payable for each class of works applied for and is non-refundable.

**Section H Fees Payable****SECTION H i: Method of Payment**How are you paying? Electronic Funds Transfer ☐ Direct Deposit ☐

Attach proof of payment. (See Checklist)

**SECTION H ii: Calculating Fees Payable**

Complete SECTION H ii after completing SECTION G: Application for Contractor Grading Designation.

(Please see Guidance Pages "g" and "h" for information and an example of how to determine the fees you must pay.)

TENDER VALUE RANGE	CLASS OF CONSTRUCTION WORKS	ADMIN FEE PAYABLE (NON - REFUNDABLE) Payable for each class of works applied for, including when existing classes of works are updated. (determined by the tender value range applied for)
Total Admin Fee (Add all admin fees payable to get sub-total)		
Plus Annual Fee (Determined by the highest Tender Value Range applied for)		
Total Due (Total Admin plus Annual fee)		

Enterprise name: \_\_\_\_\_

### Section I DECLARATION BY CONTRACTOR

Please tick the box if you consent to the sharing of financial information supplied to the cidb with an approved and authorised financial services provider ☐

In support of facilitating access to finance for contractor growth and development, I hereby authorise the cidb to disclose financial information to an approved and authorised financial services provider upon request for such.

I, the undersigned, hereby:

• declare that:

- I am duly authorised to sign this application on behalf of the enterprise;
- The information furnished, as well as all documentation submitted in support of this application, is true and correct in every respect; and have been lawfully obtained; (Please attach a valid, original Tax Clearance Certificate.)
- The enterprise will abide by the Code of Conduct for All Parties Engaged in Construction Procurement, as published by the cidb in the Government Gazette no. 25656 of 2003. (Also available at: [www.cidb.org.za](http://www.cidb.org.za));
- Neither the name of the enterprise or the name of any partner, member, director, manager or person, who wholly or partly exercises, or may exercise, control over the enterprise, appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- No partner, member, director, manager or other person, who wholly or partly exercises, or may exercise, control over the enterprise, has within the last five years been convicted of fraud or corruption;
- I will provide to the cidb any additional information that may be required with regards to this application.

• understand that:

- Registration is subject to the conditions referred to on the front cover of this form;
- Incomplete applications result in delays in processing.
- Applications without relevant supporting documentation will not be processed.
- The administration fee payable per class of works applied for is non-refundable.
- The cidb will grade my enterprise based on the information provided.
- False information provided or a false declaration is a punishable offence in terms of the cidb ACT, Regulations and other applicable laws.

• authorise:

- The cidb to verify the information supplied in this form;
- The cidb to publicly display my contractor grading designation.

Enterprise Name: \_\_\_\_\_

Signature: \_\_\_\_\_ Date: DD/MM/YYYY

Designation: \_\_\_\_\_ Print Name: \_\_\_\_\_



## **PART B – SPECIFICATIONS**



## 17. SPECIFICATIONS

### 1. Scope of work

The successful contractor will be expected to connect new and existing septic tanks to the municipal small bore sewerage network in Voëlklip, Onrus River, Vermont and Sandbaai. A works order and plan will be issued to the contractor for the connection or repairs to the small bore sewerage system. All works orders must be completed within 3 working days from date of issue of such work orders, weather permitting.

When necessary the contractor will also be expected to open up and clear small blockages on the small bore sewerage system and will get paid according to the day works rate.

Prices include reinstatement of the property to the satisfaction of the Municipality.

The Contractor shall give at least one day notice for inspection purposes before work may be closed up.

### 2. Site Meeting

Compulsory site meeting will be held on the 1/7/2011 at 15:00 in the Auditorium in Hermanus.

### 3. Contract period

3.1 The tender must remain valid for 90 days after closing date of tender.

3.2 The contract resulting from the tender will be concluded for the period until June 2013.

### 4. Escalation

All rates must be fixed for the first year of the contract period, thereafter CPIX % escalation per year will be allowed.

### 5. Acceptance criteria

All small bore connections, installations or repairs by the contractor must be done to the satisfaction of the operational manager or his delegate.

### 6. Equipment

The successful contractor will be required to have in his possession the necessary tools, equipment and survey equipment for the execution of the work. If not, he must make arrangements to hire equipment at his own expense. This includes taking levels and making sure that connections have the correct falls.

### 7. CIDB rating

The successful contractor will need to have a minimum CIDB grading of 2CE or higher for Civil engineering works.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

## 8. Materials

The Overstrand Municipality from the Municipal Stores will supply all materials, except cement, bricks and sand free of charge.

## 9. Health and safety

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

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

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

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

SECTION 1: PRELIMINARY AND GENERAL		
ITEM	CLAUSE	DESCRIPTION
1.	1200 A	<p>The rates shall include:</p> <p>All fixed charge obligations including all contractual requirements, insurance, facilities for the contractor, site establishment and removal and all time related charge obligations, including supervision, overheads and other obligations.</p> <p>Contractor must show proof that he/she is registered at</p> <ul style="list-style-type: none"> <li>(1) U.I.F</li> <li>(2) Workman's Compensation Commissioner</li> <li>(3) Occupational Health and Safety Act</li> </ul>

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



## PART C – DATABASE REGISTRATION

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

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

---



---

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

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

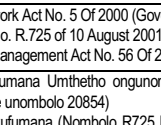
Pages removed from page number:		To page number:		Date
Print Name		Signature		

## DATABASE REGISTRATION FORM

**VAT/BTW REG. NO: 4140106396**

[www.overstrand.gov.za](http://www.overstrand.gov.za)

OM-C1

<b>HERMANUS</b> Magnoliastraat 1 Magnolia Street ☎ 20 7200 Tel. 028 313 8152 Faks/Fax. 028 313 8182	<b>HANGKLIP-KLEINMOND</b> 5de Laan 39 5th Avenue Privaatsak X3 Private Bag 7195 Tel. 028 271 8100 Faks/Fax. 028 271 4100		<b>STANFORD</b> Queen Victoriastraat 15 Queen Victoria Street ☎ 84 7210 Tel. 028 341 0640 Faks/Fax. 028 341 0445	<b>GANSBAAI</b> Hoofstraat Main Road ☎ 26 7220 Tel. 028 384 0111 Faks/Fax. 028 384 0241																
<b>KREDITEURE:</b> Registrasie op databasis ingevoelge:	1. Wet op die Raamwerk vir Voorkeurverkrygingsbeleid, 2000 (Wet No. 5 van 2000) (Goewermementskennisgewing No.97 van 03 Februarie 2000 – Staatskoerant No. 20854) 2. Voorkeurverkrygingsregulasies (No. R.725 van 10 Augustus 2001) uitgevaardig ingevolge bogemelde Wet (Staatskoerant No. 22549) 3. Wet Op Plaaslike Regering: Munisipale Finansiële Bestuur No. 56 Van 2003																			
<b>CREDITORS:</b> Registration on data base in terms of:	1. Preferential Procurement Policy Framework Act No. 5 Of 2000 (Government Notice No.97 van 03 February 2000 – Government Gazette No. 20854) 2. Preferential Procurement Regulations (No. R.725 of 10 August 2001) promulgated in terms of abovementioned Act (Government Gazette No. 22549) 3. Local Government: Municipal Finance Management Act No. 56 Of 2003																			
<b>ABANTU ENINAMATYALA KUBO:</b> Ubhaliso kwindawo ekugcinwa kuyo iindawo ezaziwa ngento ngokuphathelele..	1. Ubume benkqubo ekhethekileyo yokufumana Umthetho ongunombolo 5 ka-2000 (Isaziso sikaRhulumente esingunombolo 97 we-3 kaFebruwari 2000- Iphepha-ndaba lombuso likaRhulumente unombolo 20854) 2. Imithetho yenkqubo ekhethekileyo yokufumana (Nombolo R725 ka-Agasti 2001) umthetho owaziswe ngokubhekiselele ngumthetho ongasentla (Iphepha-ndaba lombuso likaRhulumente elingunombolo 22549) 3. Umasipala wengingqi: Umthetho wokulawula ezemali kamasipala ongunombolo 56 ka -2003																			
Handelsnaam van onderneming Trade name of enterprise Igama lokushishina loishishino																				
Posadres / Postal address Idilesi yeposi																				
Plaasnaam/Besigheid straat adres / Name of Farm/Business street address / Igama lefama/idilesi yesitrato soshishino																				
Aard van bedrywigheid wat beoefen word / Nature of activities conducted / Uhlobo lwemisebenzi eyenziwayo necandelo																				
Type onderneming (Merk met X) / Type of enterprise (Mark with X) / Uhlobo loishishino (Phawula ngo-X)	1	Eenmansaak / Sole Proprietor/ Ushishino lomntu omnye	2	Venootskap/ Partnership/ Uthelelwano	3	Openbare Sektor / Public Sector / Icandelo lomntu wonke	4	Maatskappy/Beslote Korporasie / Company/Close Corporation / Inkampani/mbumba evalekileyo	5	Ander: Klub, Trust, ens. / Other: Club, Trust, etc. / Ezinye: umbutho, itirasti, njl-njl.										
CIDB nommer / CIDB number / inombolo ye-CIDB (Construction Industry Development Board)																				
BTW nommer / VAT number/ inombolo ye-VAT																				
Inkomstebelastingverwysingsnommer van persoon/onderneming in 1. / Income Tax reference number of person/enterprise in 1. / Inombolo yesalathiso serhafu yengeniso yomntu/yoshishino olubalulwa ku-1.																				
Indien u nie vir enige van bogenoemde geregistreer is nie, meld redes: / If you are not registered for any of the above, furnish reasons: / Xa ngazibhaleli nayiphi na into engaphezulu, nika izizathu:																				
<b>Besonderhede van verantwoordelike persoon of eienaar / Particulars of responsible person or owner / Iinkcukacha zomntu othatha uxanduva okanye zomnini</b>																				
Van / Surname / Ifani																				
Voornaam / First name / Amagama																				
Hoedanigheid / Designation / Ubume emsebenzini																				
<b>Besonderhede van skakelbeampte / Particulars of liason officer / Iinkcukacha zomntu womanyano (Umntu onika iimbuyiselo)</b>																				
Voorletters en van / Initials and surname / Oonobumba bokuqala bamagama nefani																				
Hoedanigheid/Designation/Ubume omsebenzi																				
Selfoon / Cell phone / Iselfoni																				
Telefoon nr./Telephone no. /inombolo yefoni																				
Faksnr. / Fax no. / Inombolo yeFaksi																				
e-pos adres / e-mail address / I-imeyile																				
Meld taalvoorkeur / Indicate language preference		Afrikaans									English									
Ek verklaar dat die inligting wat hierin verstrek is, waar en juis is. / I declare that the information herein furnished, is true and correct. / Ndxela ukuba ulwazi olunikiweyo apha luyinyaniso kwaye lulungile.																				
Handtekening van persoon verantwoordelik vir hierdie verklaring / Signature of person responsible for this declaration / Usayino lomntu othathela uxanduva le ngxelo.																				
<b>Naam / Name / Igama</b>						<b>Hoedanigheid / Designation / Ubume emsebenzini</b>						<b>Datum / Date / Umhla</b>								
<b>PLEASE ATTACH A LIST OF SERVICES / COMMODITIES THAT YOU CAN SUPPLY</b>																				

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

<b>**1</b>	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>ras</b> . / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>race</b> . / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobuhlanga</b> .	%
<b>2</b>	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>geslag</b> . / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>gender</b> . / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokwesini</b> .	%
<b>3</b>	Persentasie aandeelhouing van persone (HBI) in die besigheid wat histories benadeel is as gevolg van onregverdige diskriminasie gebaseer op <b>gestremdheid</b> . / Percentage of shareholding of persons (HDI) in the business historically disadvantaged because of unfair discrimination based on <b>disability</b> . / Ipersenti yesabelo sabantu kwishishini elalisakuthinteleka ekuxhamleni amalungelo athile ngenxa yobandlululo <b>ngokobulwelwe</b> .	%
<b>4</b>	Persentasie aandeelhouing van persone geklassifiseer as <b>jeug</b> . (18 – 35 Jaar oud). / Percentage of shareholding of persons in the business classified as <b>youth</b> . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba <b>lulutsha</b> (18 – 35 Yeminyaka)	%
<b>5</b>	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality? Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	In/Ngaphakathi Uit/Out/Ngaphandle
<b>6</b>	Maak u gebruik van plaaslike arbeid (werkskepping)? / Do you make use of local labour (job creation)? / Uyawasebenzisa amathuba avelayo odalo lomsebenzi (ukudala umsebenzi)?	Ja/Yes/Ewe Nee/No/Hayi

Hiermee sertifiseer ek/ons die ondergetekende en die getuïenisse dat bogenoemde inligting korrek is. / I/We hereby certify that the abovementioned information is correct signed by myself/ourselves and the witnesses. / -Mna/Thina siqinisekisa ukuba ezi nkcukacha zingasentla zilungile kwaye zisayinwe ndim/sithi kunye namangqina

<b>Handtekening / Signature / Osayinileyo</b>	<b>Getuie / As Witness / --Njengengqina</b>

**LW! / NB! / -QAPHELA!**

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

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

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

**\*\* “Histories Benadeelde Individu (HBI)” ’n Suid-Afrikaanse burger –**

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

**\*\* “Historically Disadvantaged Individual (HDI)” means a South African citizen –**

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

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

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

## DECLARATION BY SUPPLIER

1.	This document serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system. No Registration will be accepted from persons in the service of the state*.			
2.(a)	Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.			
2.(b)	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:			
	(i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;			
	(ii) been convicted for fraud or corruption during the past five years;			
	(iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;			
	(iv) being a person whose tax matters are not cleared by the South African Revenue Services; or			
	(v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).			
3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES		NO
3.3.1	If so, furnish particulars.			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES		NO
3.4.1	If so, furnish particulars.			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES		NO
3.5.1	If so, furnish particulars.			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES		NO
3.6.1	If so, furnish particulars.			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES		NO
3.7.1	If so, furnish particulars.			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES		NO
3.8.1	If so, furnish particulars.			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES		NO
3.9.1	If so, furnish particulars.			

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

**CERTIFICATION**

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

<b>Signature</b>	<b>Position</b>	<b>Date</b>

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

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

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

## National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full- time equivalent of paid employees	Total annual turnover	Total gross asset value (fixed property excluded)	Indicate the category of your business
Please indicate your Sector "X"			Less than:	Less than:	Less than:	"X"
All Tiers of Government 00001 - 09999		Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
Agriculture  11001 - 14999		Medium	100	R 5 m	R 5 m	
		Small	50	R 3 m	R 3 m	
		Very small	10	R 0.50 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Mining and Quarrying  21001 - 29999		Medium	200	R 39 m	R 23 m	
		Small	50	R 10 m	R 6 m	
		Very small	20	R 4 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Manufacturing  30001 - 39999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5 m	R 2 m	
		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water  41001 - 42999		Medium	200	R 51 m	R 19 m	
		Small	50	R 13 m	R 5 m	
		Very small	20	R 5.10 m	R 1.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Construction  50001 - 50999		Medium	200	R 26 m	R 5 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Wholesale Trade, Commercial Agents and Allied Services  58001 - 61999		Medium	200	R 64 m	R 10 m	
		Small	50	R 32 m	R 5 m	
		Very small	20	R 6 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Retail and Motor Trade and Repair Services  62101 - 63500		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade  64101 - 64299		Medium	200	R13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
Transport, Storage and Communications  71001 - 75999		Medium	200	R26 m	R 6 m	
		Small	50	R13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
Finance and Business Services  81001 - 88999		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
Community, Social and Personal Services  91001 - 99999		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	



## DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNERSHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANISATIONS (NPO)	WHERE TO GET DOCUMENTS
<b>COMPANY REGISTRATION CERTIFIED COPIES</b>	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
<b>PROOF OF OWNERSHIP CERTIFIED COPIES</b>	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
<b>PROOF OF BANKING</b>	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.
<b>TAX CLEARANCE CERTIFICATE</b>	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
<b>P.A.Y.E</b>	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	If staff are employed	SARS
<b>VAT REGISTRATION</b>	Yes	Yes	Yes	Yes	Yes	Yes	SARS
<b>U.I.F Certificate</b>	YES	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
<b>Workman's Compensation</b>	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	YES, if staff remuneration	Department of Labour
<b>Security Officer' s Board</b>	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority
<b>Proof of Disability</b>	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	
<b>Proof of Identity CERTIFIED</b>	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

## NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please indicate by 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>		214	Paving	
101	Air conditioning and temperature control equipment		215	Plumbing	
102	Building equipment and accessories (cement mixers, scaffolding, trowels, levels, etc)		216	Pre-cast concrete manufacture	
103	Building materials (bricks, cement, sand, painting, plastic, stone, steel, tiles, etc)		217	Pump installation	
104	Ceiling boards, skirting, etc		218	Road works	
105	Construction machinery		219	Sewerage systems and construction	
106	Doors and windows		220	Water works and pipelines	
10601	Carpenter (cabinets, cupboards)		221	Specialist Trade Contractors	
107	Electrical systems, lighting, components accessories and supplies		222	Forestry Cleaning	
10701	Electricity asset verification		223	CCTV Inspection	
10702	Electricity networks technical audits		224	Asphalt Paving	
10703	Electrical meter audits		225	Traffic Systems and Signage	
10704	Electrical consumer data collection		22501	Computerised road signs GIS inventory	
10705	Electrical network planning & design		226	Road marking Painting	
10706	House connection s (electrical)		227	Renovations	
108	Flooring materials (Carpets, tiles, etc)		228	Waterproofing	
109	Glass		229	Recycling and restoration	
110	Plumbing ware and materials		230	Concrete structural repairs	
111	Roofing materials		231	Re-decoration	
112	Sanitation ware and equipment		232	Asbestos removal	
113	Portable toilet rental		233	Landscaping	
114	Pumping of sewerage		234	Asphalt supplies	
115	Cleaning of grease traps and separators		235	Chemical dosing equipment	
116	Dewatering – Pump of liquid waste		236	Sewage pump sales, installation & servicing	
117	Toilet Rental		237	Water pump sales, installation & servicing	
118	Toilet trailer rental		238	Control panel sales, installation, servicing	
119	Electrical meter reading		239	Glass fibre reinforced polyester (GRP) Poles	
<b>200:</b>	<b>CONSTRUCTION SERVICES</b>		<b>300:</b>	<b>ELECTRICAL AND MECHANICAL EQUIPMENT, SERVICES AND SUPPLIES</b>	
201	Burglar proofing and systems		302	Bolts, nuts and fasteners	
202	Civil Engineering Structures		303	Electric cables	
20201	Construction monitoring		30301	S.W.A. Underground cables	
203	Concrete manufacture and works		30302	Surfix, twin and earth cables	
204	Construction-related transport		304	Electrical component supplies	
205	Demolition services		305	Electrical equipment	
206	Earthworks, drilling and landscaping		306	Electrical equipment repairs	
207	Electrical installation		307	Hardware supplies	
208	Fencing		308	Lifting equipment	
209	General building work		309	Mechanical seals and packing	
211	Mechanical contracts		310	Pipe and irrigation supplies	
212	Metalwork		311	Power generation and distribution machinery and accessories	
213	Painting		312	Pump spares	

CODE	COMMODITY	✓	CODE	COMMODITY	✓
313	Small tools		42104	Cellphone pouches	
314	Transformer services		422	Interior decorating, refurbishment and upholstery	
31401	HV circuit breaker installation, maintenance, testing		423	Land valuation	
31402	HV protection relay installation, maintenance, testing		424	Laundry and dry-cleaning services	
31403	HV Transformer & tap charger testing		425	Locksmith services	
31404	Earth resistance & resistivity survey testing		426	Mailing services	
31405	Bulk electricity meter installation & testing		427	Management services	
31406	Battery trip unit installation, maintenance, testing		428	Miscellaneous equipment and goods hiring	
31407	Substation control cable installation & testing		429	Personnel Services	
31408	Substation HV cable testing		430	Pest control and removal services	
315	Valves, couplings		431	Photographic and graphic design services	
316	Mpvc, polyethylene		432	Picture framing	
317	Manufacture transformers		433	Printing	
318	Service of transformers		434	Procurement services	
319	Refurbishment of sub stations		435	Real estate services	
320	Electrical installations		436	Research services	
321	Welding Equipment		437	Security and safety services	
322	Shipping and industrial electrical suppliers		438	Site cleaning	
323	Piping and valves installation, sales & servicing		439	Social Facilitating	
			440	Storage	
<b>400:</b>	<b>GENERAL SERVICES</b>		4401	Furniture removals	
401	Accommodation and lodging		4402	Relocation service	
420	Advertising, communication, design, editorial, publication and marketing services		441	Translation and interpreting services	
403	Auctioneering services		442	Transport services, general	
40301	Vehicle, house, property, game, furniture auction		443	Travel services	
405	Bookkeeping and accounting services		444	Vehicle hire	
406	Catering and refreshments		445	Vending services	
407	Cleaning services		44501	Traffic controllers	
408	Conferencing facilities and facilitation		44502	Prepaid vending systems	
409	Contract administration		44503	Road safety management solutions	
410	Courier services		446	Area Cleaning	
411	Education and training		447	Traffic signs	
41101	Training in building environment		448	Hairdressing	
412	Environmental impact studies		449	HR Services	
413	Freight forwarding and clearing services		450	Dress-and pattern making	
414	General maintenance services		451	Plot clearing	
415	Health care				
417	Horticulture		<b>500:</b>	<b>OFFICE AND FACILITIES EQUIPMENT AND SUPPLIES</b>	
418	Infrastructural maintenance		501	Computer equipment, networks and software	
419	Inspection services		502	Consumables	
420	Insurance		503	Corporate gifts	
421	IT, broadcasting and telecommunication services		504	Domestic, industrial and cleaning equipment and supplies	
42101	Cellular phones		505	Electronic equipment, including audio-visual equipment	
42102	Prepaid cellphone vouchers		506	Fire protection equipment	
42103	Cellphone chargers		507	Flowers and plants	

CODE	COMMODITY	✓	CODE	COMMODITY	✓
508	Food and refreshments		721	Medical services	
509	Households furniture and equipment		722	Project management	
510	Office furniture and equipments0		723	Quantity surveying	
512	Printing, copying and photographic equipment and supplies		724	Town and regional planning	
			72401	Development & new establishments	
			72402	Strategic planning	
<b>600:</b>	<b>MISCELLANEOUS GOODS AND SUPPLIES</b>		725	Tax Consulting Services	
601	Environmental cleansing equipment, goods and supplies		726	Aerial Survey & Digital Mapping	
602	Fire protection equipment, goods and supplies		727	Occupational Health & Safety	
603	Garden tools		728	Actuarial	
604	Gas		729	Image Hosting	
605	Material and warehousing machinery, equipment and goods		730	Outsource IT Solution & Services	
606	Measuring, testing and observation equipment		731	Project Management	
607	Pharmaceutical		732	Hardware & software auditing	
608	Protective clothing and uniforms		733	Architect – IT Infrastructure	
60801	Bullet proof vests, riot equipment		734	Property Management (Facilities Management)	
609	Security equipment, goods and services		73803	Assessment	
610	Sports and recreational equipment and goods		73804	Credential verifications	
611	Laboratory chemicals				
61101	Chemical dosing and equipment supplies		<b>800:</b>	<b>VEHICLE SUPPLY AND TRANSPORTATION SERVICES</b>	
612	Specialised imported chemicals		801	Alarm and tracking systems	
613	Pharmacy		802	Batteries	
614	Swim and Watersport Training		803	Engine overhauls	
615	Plastic refuse containers		804	Fuel, oils and lubrications	
			805	Hydraulics	
<b>700:</b>	<b>PROFESSIONAL SERVICES</b>		806	Panel beating	
701	Accounting, auditing and management services		807	Radiator repairs	
702	Architectural services		808	Radio & Electronic equipment	
703	Consulting engineering: Electrical		809	Spares and parts	
704	Consulting engineering: Environmental		810	Towing services	
705	Consulting engineering: Other		811	Transmissions	
706	Consulting engineering: Project management		812	Tyres and tubes	
707	Consulting engineering: Roads & Storm water		813	Upholstery	
708	Consulting engineering: Sewerage systems		814	Vehicle fleet management	
709	Consulting engineering: Structures, Building, Bridges, etc		815	Vehicle supply	
710	Consulting engineering: Water systems		816	Windscreens	
711	Consulting engineering: Geo-technical		817	Auto electrical repairs	
712	Consulting engineering: Solid waste		818	Proshaft Repairs and Balancing	
713	Engineering services		819	Rental of Crane Trucks and Forklifts	
714	Financial services		820	Rigging	
715	Land surveying				
716	Legal services – contracts				
717	Legal services – conveyancing				
718	Legal services – litigation				
719	Legal services – other				
720	Consulting engineering: Mechanical				

[illegible]

