



TENDER NO.: SC 1216/2012

**PROVISION OF A PARKING MANAGEMENT SYSTEM FOR THE
HERMANUS CENTRAL BUSINESS DISTRICT**

PROCUREMENT DOCUMENT

PREPARED AND ISSUED BY:

DIRECTORATE: FINANCE
OVERSTRAND MUNICIPALITY
PO BOX 20
HERMANUS
7200

CONTACT:

NAME: **RUDI FRASER**
TELEPHONE: **028 313 8165**

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT): (refer to page 52)	
ITEM	PERCENTAGE OF GROSS INCOME, REFERRED TO IN ITEM 7.1 ON PAGE 42
The provision and management of the Parking Management System specified in this document, including provision of 45 Hand Held Terminals with printers that are to be insured, maintained and serviced by the Service Provider with the necessary support system, Support Centre and equipment, for the duration of the agreement	
DATE OF SERVICE COMMENCEMENT	

JUNE 2012

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS			
TENDER NUMBER:	SC 1216/2012		
TENDER TITLE:	PROVISION OF A PARKING MANAGEMENT SYSTEM FOR THE HERMANUS CENTRAL BUSINESS DISTRICT		
CLOSING DATE:	2012/06/22	CLOSING TIME:	12H00
BID BOX NO:	5	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:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			

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

PLEASE NOTE:

- 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.
- If the bid is late, it will not be accepted for consideration.
- Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	PEDRO PETERS	RUDI FRASER
TEL. #	028 313 8956	028 313 8165

CONTENTS

	PAGE NUMBER
PART A – ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY	4
1. CHECKLIST.....	5
2. TENDER NOTICE & INVITATION TO TENDER.....	6
3. AUTHORITY TO SIGN A BID.....	7
4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT.....	9
5. GENERAL CONDITIONS OF TENDER.....	18
6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS.....	20
7. MBD 4 – DECLARATION OF INTEREST	21
8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20).....	23
9. MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES.....	28
10. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	30
11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION	32
12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES.....	34
PART B – SPECIFICATIONS AND PRICING SCHEDULE.....	35
13. SPECIFICATIONS.....	36
14. CBD MAP	50
15. ANNEXURE KPI – A: KEY PERFORMANCE INDICATORS: PARKING SERVICE TECHNOLOGY 2012.....	51
16. ANNEXURE KPI – B : KEY PERFORMANCE AREAS AND MEASUREMENT CRITERIA.....	52
17. PRE-QUALIFICATION CRITERIA.....	54
18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER	55
19. PRE-EVALUATION SCORE SHEET	56
20. FORM OF OFFER AND ACCEPTANCE	57
21. DECLARATION BY TENDERER	59
PART C – DATABASE REGISTRATION	60



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

1. CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:

1.	Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached?	
2.	Tax Clearance Certificate Is an ORIGINAL and VALID Tax Clearance Certificate attached?	
3.	MBD 4 (Declaration of Interest) Is the form duly completed and signed?	
4.	MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	
5.	MBD 7.1 (Contract form – Rendering of Services) Is the form duly completed and signed?	
6.	MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	
7.	MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed?	
8.	MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	
9.	Specifications Is the form duly completed and signed?	
10.	Pre-Qualification Criteria Is the form duly completed and signed?	
11.	Schedule of Work Experience of Tenderer Is the form duly completed and signed?	
12.	Form of Offer Is the form duly completed and signed?	
13.	DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1216/2012****PROVISION OF A PARKING MANAGEMENT SYSTEM FOR THE HERMANUS CENTRAL BUSINESS DISTRICT**

Tenders are hereby invited for the Provision of a Parking Management System for Hermanus Central Business District.

Tender documents, in English, are obtainable from Friday, 08 June 2012, 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 R115.00 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.

Sealed tenders, with "**Tender No. SC 1216/2012: Provision of a Parking Management System for Hermanus Central Business District.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 5** 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 **22 June 2012 at 12h00** and will be opened in public immediately thereafter in the Committee Room, Hermanus Administration.

A **non compulsory briefing session** will be held at **14h00 on Friday, 15 June 2012 at Harmony House, Hermanus Administration, Overstrand Municipality.**

Tenders must be valid for 60 days after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

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

Please refer enquiries to **Mr. Rudi Fraser** at telephone number: **028 313 8165**.

MR. N. MICHAELS**DIRECTOR: PROTECTION & SECURITY SERVICES**

3. AUTHORITY TO SIGN A BID

1. COMPANIES

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

AUTHORITY BY BOARD OF DIRECTORS

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

Full name of Director	Residential address	Signature

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

2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)

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

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

3. PARTNERSHIP

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

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

Full name of partner	Residential address	Signature

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

4. CLOSE CORPORATION

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

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

Full name of member	Residential address	Signature

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

WITNESS 1:

WITNESS 2 :

4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information

furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
- 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

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

14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;

14.1.2. in the event of termination of production of the spare parts:

14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4. Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
- 23.6.2. the date of commencement of the restriction
- 23.6.3. the period of restriction; and
- 23.6.4. the reasons for the restriction.
- These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 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)



5. 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 EXCLUSIVE 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 **EXCLUSIVE** 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.

6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

7. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

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

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

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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (80/20)

NB:

Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2011.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R1,000,000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1,000,000 (all applicable taxes included).

1.2. The value of this bid is estimated to not exceed R1,000,000 (all applicable taxes included) and therefore the 08/20 system shall be applicable.

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

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1. The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1. Price	80
1.3.1.2. B-BBEE status level of contribution	20
Total points for Price and B-BBEE must not exceed	100

1.4. Failure on the part of a bidder to fill in and/or to sign this form will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- 2.1. *“All Applicable Taxes”* includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- 2.2. *“B-BBEE”* means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- 2.3. *“B-BBEE status level of contributor”* means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- 2.4. *“Bid”* means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- 2.5. *“Broad-Based Black Economic Empowerment Act”* means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

- 2.6. *“Comparative Price”* means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- 2.7. *“Consortium or Joint Venture”* means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract;
- 2.8. *“Contract”* means the agreement that results from the acceptance of a bid by an organ of state;
- 2.9. *“EME”* means any enterprise with an annual total revenue of R5 million or less (except where Sector Charter Thresholds apply);
- 2.10. *“Firm Price”* means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- 2.11. *“Functionality”* means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- 2.12. *“Non-firm Prices”* means all prices other than “firm” prices;
- 2.13. *“Person”* includes a juristic person;
- 2.14. *“Rand Value”* means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- 2.15. *“Sub-contract”* means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- 2.16. *“Total Revenue”* bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;
- 2.17. *“Trust”* means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- 2.18. *“Trustee”* means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

3. ADJUDICATION USING A POINT SYSTEM

- 3.1. The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2. Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;.
- 3.3. Points scored must be rounded off to the nearest 2 decimal places.
- 3.4. In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5. However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6. Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

4. POINTS AWARDED FOR PRICE

4.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where:

- P_s = Points scored for comparative price of bid under consideration
 P_t = Comparative price of bid under consideration
 P_{\min} = Comparative price of lowest acceptable bid

5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate **or a certified copy** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6.1.2. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
6.1.2.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.2.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

7. SUB-CONTRACTING

7.1. Will any portion of the contract be sub-contracted? (<i>Tick applicable box</i>)	YES		NO	
7.1.1. If yes, indicate:				
7.1.1.1. what percentage of the contract will be subcontracted?				%
7.1.1.2. the name of the sub-contractor?				
7.1.1.3. the B-BBEE status level of the sub-contractor?				
7.1.1.4. whether the sub-contractor is an EME? (<i>Tick applicable box</i>)	YES		NO	

8. DECLARATION WITH REGARD TO COMPANY/FIRM

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (<i>Tick applicable box</i>)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company		
	Close Corporation		
Describe principal business activities			
Company Classification (<i>Tick applicable box</i>)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
TOTAL NUMBER OF YEARS THE ENTERPRISE HAS BEEN IN BUSINESS			



9. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- (i) The information furnished is true and correct;
 - (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
 - (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
 - (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

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

9. MBD 7.2 – CONTRACT FORM - RENDERING OF SERVICES
NB:

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) _____, in accordance with the requirements and task directives / proposals / specifications stipulated in Bid Number _____, at the price/s quoted. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid
 - Tax clearance certificate
 - Pricing schedule(s)
 - Filled in task directive/proposal
 - Preference claims in terms of the Preferential Procurement Regulations 2001
 - Declaration of interest
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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



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

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

REFER TO FORM OF OFFER – PAGE 52 – FOR PRICING

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

SIGNED AT _____ on this _____ day of _____ 20

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

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

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

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

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

5. CERTIFICATION

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

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

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

11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;

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

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

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:
- has been requested to submit a bid in response to this bid invitation;
 - could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - 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 consortium⁴ 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:
- prices;
 - geographical area where product or service will be rendered (market allocation)
 - methods, factors or formulas used to calculate prices;
 - the intention or decision to submit or not to submit, a bid;
 - the submission of a bid which does not meet the specifications and conditions of the bid; or
 - bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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

12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES
NAME OF THE BIDDER: _____

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

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

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

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

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

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

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

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

For office use (comments):



PART B – SPECIFICATIONS AND PRICING SCHEDULE

13. SPECIFICATIONS

PROVISION OF A PARKING MANAGEMENT SYSTEM FOR THE HERMANUS CENTRAL BUSINESS DISTRICT (CBD)

1. PROJECT INTRODUCTION

The Overstrand Municipality is seeking a Parking Management System for the Hermanus CBD service provider to implement and maintain the required services referred to in item 6, TECHNOLOGY, of this document. **The duration of the service contract will be for a period of twelve (12) months from the date of acceptance of the contract.**

The following information describes the background of the project, the methodology, management and technology requirements that are essential for the implementation of the project.

2. BACKGROUND

- 2.1. The Overstrand Municipality is responsible for the provision and maintenance of an effective public parking system in the Central Business District (CBD) of Hermanus. The main aim of the service is to facilitate adequate parking in the CBD area that conforms to the needs of the municipality and the community at large.
- 2.2. When looking for parking, motorists will naturally select the most convenient parking place available. Accordingly all day parkers tend to occupy the nearest parking to their place of business early in the morning. Should this tendency not be managed effectively business opportunities in the CBD will deteriorate and this will also have a marked effect on tourism in the region.
- 2.3. The business climate in the Hermanus CBD is sensitive by the nature of its composition as there are many small to medium size traders. Seasonal shopping and adverse weather conditions also play a role in affecting numerous traders. It is thus imperative that this essential service be efficiently managed so as to ensure; minimal disruption of the service, easy access to the businesses and quick turnaround times of the available parking in the area.
- 2.4. The on street (kerb-side) parking within the CBD is meant to facilitate parking for short periods, such as a maximum of one hundred and twenty minutes, while other facilities and systems, both on and off-street parking, are required to stimulate medium to long term parking progressively further away from this area. All day parking and free parking should thus be accommodated on the outskirts of the CBD. The introduction of more reasonable tariffs for long term parking should facilitate this process.
- 2.5. This project was also initiated to stimulate job creation for the local unemployed, especially among the existing 'informal parking attendants'. While they may have been known to present an irritation for some motorists they too form a part of the parking solution.
- 2.6. Furthermore, it is imperative that adequate security measures be maintained in addition to essential law enforcement designed to curb parking offences.
- 2.7. The success of this project, given the history of the service in Hermanus, will however rely heavily on the cooperation of the motoring public that utilize the service. It is thus essential that the introduction of any new service be preceded by comprehensive media coverage.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

3. GLOSSARY: TERMS OF REFERENCE AND INTERPRETATION

- 3.1. *Acceptable standard* – the standard/s set by the municipality in the specifications that form a part of the tender. A standard that is deemed to be acceptable by the municipality in accordance with the management plan and code of conduct specified.
- 3.2. *Adequate communication* – the provision of sufficient and correct information to ensure that this is received and understood by the recipient/s.
- 3.3. *Attendant*- Any person, Marshal/Car Guard/Car Wash, permitted to accept money in the CBD area for the service rendered.
- 3.4. *Bib* – The reflective jacket worn by all the Marshals, Attendants and Supervisors while busy with their daily function.
- 3.5. *Bidder/Organization/Partnership or representative* – the person (Service Co-ordinator) that acts as signatory when concluding and signing any agreement pertaining to the service.
- 3.6. *Briefing Sessions* – Training and guidance provided for the Marshals and supervisors in brief, maximum one hour, sessions prior to or after their daily task/operating hours.
- 3.7. *Code of Conduct* – The standard set by the municipality that determines acceptable practice and standards with which all persons involved with the project have to comply.
- 3.8. *Complaint* – Information received from a client whether verbal or in writing personifying a contravention of the code of conduct.
- 3.9. *Contract* – The formal agreement between the parties setting out the terms of the agreement.
- 3.10. *Collections* – Money collected by Marshals on a daily basis.
- 3.11. *Clients* – All potential road users of the CBD area of Hermanus.
- 3.12. *Demarcated Parking Place/s (DPP)* – A numbered parking place as determined in the Road Traffic Act.
- 3.13. *Deployment* – The systematic placement of Parking Marshals in the CBD.
- 3.14. *Device* - Hand held machine or terminal required to do collections.
- 3.15. *Desired service* – A service that conforms to the acceptable standards set by the municipality from time to time during the course of the agreement.
- 3.16. *Disciplinary action.* – Action taken, whether verbal or in writing, against any Marshal or supervisor to caution or warn them about their contravention of the code of conduct.
- 3.17. *Effective communication* – the ability to relate information in such a manner that the parties are able to clearly understand and/or accept the information.
- 3.18. *Ethics* – the standard of professionalism acceptable to the municipality as defined in the agreement and Municipal Supply Chain Management Policy, Chapter 2 part 4 - 'Ethical Standards'.
- 3.19. *Free parking/zone* – Any area/zone provided by the municipality for the purpose of allowing motorists to park without payment.
- 3.20. *Identikit* – The card, containing the name, reference number and emergency numbers, that is to be worn by every marshal and supervisor while performing their daily function.
- 3.21. *Induction training* – training provided for the Marshals, supervisors, wardens and other persons directly involved with the project prior to the commencement of the project.
- 3.22. *Integrity* – A measure of the technological standard required for a particular device or system.

SIGNATURE		NAME (PRINT)	
CAPACITY			
NAME OF FIRM			

- 3.23. *KPI* – Key Performance Indicator system of evaluation.
- 3.24. *Management* – The Service Provider (SP) or representative in consultation with the municipal representative.
- 3.25. *Management plan* – The document including proposed Architecture, highlighting their project methodology, including dedicated resources with relevant and proven experience
- 3.26. *Management team* – The SP and/or representative, the municipal Project Manager and a municipal representative of each function as required.
- 3.27. *Marshal (PM)* - Parking Marshal/s employed and deployed to do collections of parking fees in the CBD area.
- 3.28. *Motorists* – Motorists are also referred to as clients/our clients.
- 3.29. *Municipality* – A member or members of the Overstrand municipality and/or their representative.
- 3.30. *New System* – Any system, part thereof or new agreement entered into by the parties.
- 3.31. *Orderly and professional manner* – A manner that conforms to the lawful policies referred to in the Code of Conduct for Staff Members as specified in schedule 2, as amended by s.22 of Act 19 of 2008, of the Municipal Systems Act 32 of 2000 and other acceptable standards set by the municipality.
- 3.32. *Operational Management* – refers to the management of all activities of an operational nature overseen by the project management.
- 3.33. *Park, Pay and Display* – the parking system and service in use in Hermanus.
- 3.34. *Parties* – constitute the Municipality and the Service Provider (SP), and ‘Party’ will mean either one of the parties.
- 3.35. *Permit* – A disc or document that authorizes a client to park in the CBD area.
- 3.36. *Precinct* – A given number of DPP.
- 3.37. *Receipt* – A Tax Invoice provided for the client once they have paid for their parking.
- 3.38. *Refresher Training* – briefing sessions.
- 3.39. *Returns* – Documented information required by the municipality on a regular basis, as determined by the agreement.
- 3.40. *Required Service* – A service that is of an acceptable standard.
- 3.41. *Role player/s/Party or Parties* – Any person/partnership or organization or Bidder that is or may be involved with the intended service or activity.
- 3.42. *Representative* – Person/s representing the Municipality or appointed to advise the municipality, including the Project Manager, currently the Parking Service Administrator (PSA).
- 3.43. *Service* – a functional definition as described and/or referred to in the tender and related documentation.
- 3.44. *Service delivery quality* – A standard that adds value to the service.
- 3.45. *Service hours* – Contracted time/s when the Service Provider will be available to provide the Service and perform the required tasks.
- 3.46. *Service Provider (SP)* – The organization (System Operator) and/or its representative (Service Manager), where applicable, that undertakes by way of the agreement to provide the required service.

SIGNATURE		NAME (PRINT)	
CAPACITY			
NAME OF FIRM			

- 3.47. *Server* – An item/s of the technology infrastructure.
- 3.48. *Support Centre* – The registered office of the organization/SP as described in item 6 of the Specification Document provided by the Overstrand Municipality.
- 3.49. *Terminal* – Hand held device/s to effect collections.
- 3.50. *The Central Business District of Hermanus (CBD)*. See CBD Map, annexure.
- 3.51. *Training* – The regular training and briefing sessions of the Marshals and supervisors required in accordance with the municipal guidelines to ensure that an acceptable standard of service is maintained at all times.

4. THE TENDER

Bidders must familiarize themselves with and address the issues and specifications outlined in this document.

All matters and requirements described in this document will be regarded as ‘acceptable standard’ upon the awarding of the tender and acceptance of the agreement by all parties entering into the contract. The municipality reserves the right to change any standard of the **pro forma agreement prior to the signing of the service contract**. Any such changes will be preceded by consultation with the Service Provider.

5. METHODOLOGY

- 5.1. The introduction and implementation of any new system or service to the CBD of Hermanus will have a distinct impact on all role players in the area. It is thus of vital importance that sufficient time be devoted to inform and educate the affected parties of these changes prior to and during the implementation period of the project.
- 5.2. Effective communication is essential to ensure that all parties understand and accept their role in the system. Training sessions should be scheduled to accommodate the needs of each of the role players, especially that of the operational division/s. Each organization that has a specific function to perform in the system will be responsible to provide the required training as determined by the municipality.
- 5.3. Each Bidder/Service Provider (SP) is to arrange a comprehensive presentation of their product and service/s, complimented by hard copies of the presentation, and must submit a management plan for the perusal and comment of the municipality prior to the awarding of the tender. The management plan should include the methods of communication that are to be adopted such as the provision of management reports including financial, performance and monitoring reports. (See item 7.2.3). This must include compliance with the Key Performance Indicators (KPI). **(See Annexure KPI A and B attached)**.
- 5.4. A detailed account of the management system/s to be utilized and management structures must include all key personnel and their curriculum vitae (CV’s) and should illustrate the organizations ability to comply with the terms and conditions of the pending agreement. The Bidder must also include a pro forma agreement with their submission.
- 5.5. A full account of the supply chain for the services and equipment that the bidder intends utilizing must be quoted, including any agreements with sub-contractors. Resources available to the bidder including equipment, infrastructure systems and other related information that the bidder considers may support their claim to comply with the specifications and standards required by the municipality are also to be quoted.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 5.6. **Improvements to the operational systems and management structures must conform to the specifications contained in this document.** This should include a systematic approach to create and control a safer urban environment designed to reduce incidents of petty crime and theft from parked vehicles in the CBD.

6. PROJECT MANAGEMENT

The Service Provider will be accountable for all the activities, recorded in this document, involving the management and supervision of the service for which they are responsible.

6.1. Management

The management of this service will include but not be limited to the following:

- 6.1.1. That the service is conducted in an orderly and professional manner; in accordance the guidelines determined by the municipality and the General Principles of the National Treasury's 'Code of conduct' for Supply Chain Management Practitioners and Other Role Players, KPI standards (**see annexure KPI A and B**), in accordance with the Code of Conduct for Staff Members contained in Schedule 2, as amended by S.22 of Act 19 of 2008, of the Municipal Systems act 32 of 2000 and as indicated in this document.
- 6.1.2. Monthly management meetings with the Project Manager and supervisors to ensure consistency and efficiency, especially during the first three months from the commencement of the service agreement.
- 6.1.3. Quarterly management team meetings with the municipality and ad hoc meetings as and when required.
- 6.1.4. The provision and maintenance of the technological system, including sufficient terminals, referred to in the service agreement, to ensure that there is no disruption of the service.
- 6.1.5. Ensuring that there are no break downs in their service that may hinder the collections process and the deposit of the Municipalities share into the appropriate municipal account on or before the seventh day of each month.
- 6.1.6. The submission of management and performance reports must be submitted to the municipality before the seventh day of each month in accordance with an agreed format, including KPI standards. (**See annexure**).
- 6.1.7. Confirmation of the auditing of the revenue received upon request by the municipality.
- 6.1.8. The 'street operation' of the operational management system will include the following. (For information only)
 - 6.1.8.1. Start of the day procedures, such as briefing sessions and the loading of terminals
 - 6.1.8.2. Dress code inspections
 - 6.1.8.3. Shift rotation schedules
 - 6.1.8.4. Day end procedures, incident reporting and briefing sessions
 - 6.1.8.5. Disciplinary code procedures
 - 6.1.8.6. Supervisory activities addressing the above matters
 - 6.1.8.7. Formal and in-formal meetings with supervisors

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

6.2. Objectives

Management should strive to achieve the following:

6.2.1. Primary objectives:

- 6.2.1.1. Adequate parking in the CBD
- 6.2.1.2. Optimal use of the Demarcated Parking Places (DPP) by our clients
- 6.2.1.3. Maintaining a high standard of financial control
- 6.2.1.4. An efficient database of all relevant activities, including maintenance of the Terminals, DPP and signage
- 6.2.1.5. Minimizing the non payment of parking fees
- 6.2.1.6. Maintaining effective communication between the parties and sharing information in the environment
- 6.2.1.7. The efficient rotation of the Parking Marshal/DPP
- 6.2.1.8. Job creation

6.2.2. Secondary objectives:

- 6.2.2.1. Limiting the number of client complaints by providing an effective and efficient service
- 6.2.2.2. The introduction of controlled after hour parking in certain zones and precincts
- 6.2.2.3. A reduction in crime and theft from parked vehicles
- 6.2.2.4. A reduction in the amount of informal Car Guards

6.3. Supervision

6.3.1. Induction Training and Briefing Sessions

6.3.1.1. Induction training

The Service Provider will provide all Parking Marshals and their Supervisors with the appropriate induction training before the commencement of the project to ensure that they are entirely familiar with the hand held devices, how the system operates and the method of collections. The Municipality will provide guidance to the work force as to their dress code, code of conduct, standard of ethics and disciplinary procedures.

6.3.1.2. Briefing sessions (For information and relevant only to operational management)

Management is to ensure that the Parking Marshal receive regular briefing sessions. At least one hour per week is to be set aside for this purpose alone. (Preferably two half hour or four fifteen minute sessions should be scheduled each week). Briefing sessions should address operational matters pertaining to the Parking Marshal daily function. Matters such as customer care, politeness, maintaining a positive attitude, honesty, tourist information, dress code, safety and security and incident management procedures should be scheduled for regular discussion.

6.3.2. Parking Marshals (For information only)

Parking Marshals will be employed to carry out the collection process. They will be managed, supervised, deployed, paid and disciplined by the Overstrand Municipality.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

The supervision of the Parking Marshals will include the following:

- 6.3.2.1. Deployment strategies (see items 6.3.3 and 8)
- 6.3.2.2. Training: Initial training, regular briefing sessions and refresher training
- 6.3.2.3. Dress code: Head dress, bibs, rain coats and identikits
- 6.3.2.4. Code of conduct education: Prior to employment, during training and daily briefing sessions
- 6.3.2.5. Motivational sessions, as and when necessary
- 6.3.2.6. Disciplinary procedures
- 6.3.2.7. Remuneration
- 6.3.2.8. Incentive coordination
- 6.3.2.9. Weekly reporting to management
- 6.3.3. Deployment
 - 6.3.3.1. Management is to ensure that the Parking Marshals are deployed in such a manner that all the demarcated parking places (DPP) are operational during the times indicated in the municipal tariff schedule and in accordance with the time zone schedule/s and as determined and maintained by the municipality.
 - 6.3.3.2. The Municipality has determined that the DPP ratio per Parking Marshal should not exceed 12 DPP. This aspect will be managed in accordance with the KPI.
- 6.3.4. Collections

Management will ensure that collections are derived from the service in accordance with the stipulations referred to in item 8 below.

7. PROJECT TECHNOLOGY

7.1. Operational Information and Considerations

The Service Provider will receive a **percentage** of the monies collected from the parking fees each month. This percentage **may** not exceed twenty percent of the sum total of the monthly collections.

7.1.1. The System

The Municipality intends appointing a Service Provider to render an efficient parking service in the CBD area of Hermanus. This management system will comprise the following components. The information describes the municipality's requirements in some detail but without being prescriptive as to the exact system required. Each tender submission, management plan and pro forma agreement should thus cover the requirements listed below detailing the service/s being offered.

7.1.1.1. Back Office and Management Information System

The system will include the efficient operation of computer 'hardware' and 'software;' including but not limited to the administration of funds, collections, performance and management reports. The Service Provider will receive all cash collections on the municipality's behalf. Parking permit and 'swipe card' collections may also be implemented by the municipality and accordingly collections may be effected by or on behalf of the municipality.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

The municipality may at its sole discretion increase or decrease the number of DPP, Parking Marshals, times of operation and tariffs (**see item 7.3.1**). Notice to this effect will be provided prior to implementation. The service will make provision for on-street (Kerb-side) and off-street 'Park, Pay and Display' parking.

7.1.1.2. Kerb-side Parking Operation

This activity will include the initial training of the Parking Marshals, their supervisors and Traffic Wardens, administrative assistance of zone and precinct management, information and control signage and other on street operations such as the periodic performance evaluations.

7.1.2. Initial Implementation

The Service Provider is to avail themselves for a period of three months from the commencement of the service agreement to assist with operational matters pertaining to their service. This will include at least one management meeting per week and weekly supervisory meetings for the duration of this period.

7.1.3. Training of Marshals

The Service Provider is to assist with the training of the Marshals for the initial three month period, commencing from the date of the implementation of the new system and at regular intervals thereafter as determined by the Management Team.

7.1.4. Back End (Office) Platform

7.1.4.1. The back office platform will have all reporting and administration functionality. Refer also to item 7.2 below.

7.1.4.2. The geographical location of the System Operator/Support Centre is to be within the borders of the Republic of South Africa (RSA), preferably situated in the Western Cape.

7.1.5. Terminal and System Integrity

7.1.5.1. Terminals (Hand Held Devices)

7.1.5.1.1. The terminals must have the facility to connect with the server via GSM. This real-time transaction technology will reduce client complaints and disputes about the time registered for parking. It will also assist the Service Provider when having to provide the municipality with accurate parking figures.

7.1.5.1.2. The device must be 'user friendly' in that the Parking Marshal needs to be able to operate the device with ease. The screen and key pad must be easily legible and provide a variation of colored buttons to accommodate the various functions that need to be performed.

7.1.5.1.3. The device must have a built-in Real Time Clock operating from an industry standard watch crystal with maximum error margins of 1 part per million.

7.1.5.1.4. The device should measure between 15 to 20 cm long, 8 to 10 cm wide and 2 to 4cm in height (thick).

7.1.5.1.5. The printer is preferably to be contained within the terminal providing a robust cover also securing and protecting the printing paper rolls.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

7.1.5.1.6. The 'Park, Pay and Display' printed receipt must include the following information:

- 7.1.5.1.6.1. Service Provider trading name
- 7.1.5.1.6.2. Expiry time. (Paid until time)
- 7.1.5.1.6.3. DPP number
- 7.1.5.1.6.4. Vehicle registration number
- 7.1.5.1.6.5. Date and time parked/purchased
- 7.1.5.1.6.6. Fee paid (vat inclusive)
- 7.1.5.1.6.7. Total of cash received
- 7.1.5.1.6.8. Total minutes purchased
- 7.1.5.1.6.9. Parking Marshal's reference number
- 7.1.5.1.6.10. The wording - 'Display receipt on front left side of dashboard/windscreen'

7.1.5.1.7. The 'Park, Pay and Display' parking disc/card (permit) must include the following information:

- 7.1.5.1.7.1. Service Provider Trading Name
- 7.1.5.1.7.2. Expiry date of disc/token
- 7.1.5.1.7.3. Vehicle registration number
- 7.1.5.1.7.4. Vehicle make and model
- 7.1.5.1.7.5. Disc/token number.
- 7.1.5.1.7.6. Date and time purchased
- 7.1.5.1.7.7. Fee paid
- 7.1.5.1.7.8. The wording - 'Display permit on front left side of dashboard/windscreen'

7.1.5.1.8. The Service Provider must provide swop out terminals as and when required.

7.1.5.1.9. The rechargeable battery management is to be supported by the local Service Provider. Batteries older than ten months are to be replaced by the Service Provider automatically. Faulty units will be returned to the support centre.

7.1.5.1.10. Normal operational activities such as recharging batteries, changing the printer roles and keeping the devices clean and functioning correctly must be managed by the back-end office/support centre.

7.1.5.1.11. The Service Provider help/Support Center must be qualified and authorized by the manufacturers of the device and system equipment to also maintain, repair, service, upgrade or refurbish devices as and when required. They should keep the municipality informed of the latest technology and new models being produced for the industry.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

7.1.5.1.12. The device/s must have quality and safety approval certification, preferably from the CE, European certification body, and be compliant with the standards set by the GSMA (GSM Association) and have the FCC and/or UL certificate of approval. The device should also have the EMV compliance to allow for credit card transactions should this be required and RoHs (Removal of Hazardous Substances) compliance. There are numerous advantages linked to these standards, mainly of a security nature.

7.1.5.2 System

7.1.5.2.1 The system is to be secure and reliable with a SLA, which guarantees 99.99% uptime. The System (Administrative and Reporting Front-End user interface) should be web based and have some form of secure authentication to access it (User/password, user/token). The System (Back-End Database/Data and Communications) should be kept in a secure hosted environment, with access control and audit capabilities.

7.1.5.2.2 There should be real-time (or near as) synchronization between the field device and the back-end system via the GSM Network. The communication link for uploading data needs to be secure (preferably with some form of encryption being used to send and receive data). The SIM card must have a secure PIN to restrict access to the devices GSM capabilities.

7.1.5.2.3 The device/application and system needs to implement user rights based on roles or profiles, so as to grant or limit access to sensitive information (to maintain information confidentiality) or restrict access to certain functionality on the device/system.

7.1.5.2.4 All data exports or reports need to be in multiple formats dependant on its use and application within the Overstrand Municipality, for example; MS Excel, MS Word, PDF, CSV/Text, MS Access, dependant on whether the data is to be in a raw (unprocessed) or pre-defined report format.

7.1.5.2.5 The system should support devise operating systems upgrades and new model introductions, if required.

7.2 Administration

7.2.1. Cash payments: Payment of parking transactions will be by means of cash only, unless otherwise specified.

7.2.2. Receipts: Motorists must receive a transaction slip, a tax invoice/receipt, having paid for their parking.

7.2.3. Data capturing, reporting system and records:

7.2.3.1. A description of the reporting system (MIS) with examples must be provided, including the following:

7.2.3.1.1. The proposed accounting system that will include monthly collection reports incorporating the following information:

7.2.3.1.1.1. The accumulative daily collection figures

7.2.3.1.1.2. The number of payments made and related percentages

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 7.2.3.1.1.3. The number of non-payments
- 7.2.3.1.1.4. The number of motorists exceeding the maximum time permitted per zone, as described in item 7.3
- 7.2.3.1.1.5. The number of DPP managed
- 7.2.3.1.1.6. The percentage of DPP available and occupied at any given time
- 7.2.3.1.1.7. The number of zones and precincts managed
- 7.2.3.1.2. Weekly performance reports of the collections in the various zones and precincts
- 7.2.3.1.3. Performance report of the percentage of non-payments per Parking Marshal
- 7.2.3.1.4. Average time spent in DPP per time zone, indicated in item 7.3 below
- 7.2.3.1.5. Supervisory activity reports will include the following. (For operational management only)
 - 7.2.3.1.5.1. Incident reporting of all complaints received
 - 7.2.3.1.5.2. Reports of anti-social behavior
 - 7.2.3.1.5.3. Disciplinary code procedure report
- 7.2.3.1.6. Quarterly reports containing the following information are to be provided:
 - 7.2.3.1.6.1. The DPP\Parking Marshal ratio.
 - 7.2.3.1.6.2. The percentage of DPP occupancy per month.
 - 7.2.3.1.6.3. Criminal activity involving parked vehicles
- 7.2.3.2. A comprehensive report as to the functionality and reliability of the terminals is to be made available each quarter for possible inspection by the municipality.
- 7.2.3.3. Contact details of the Service Providers' current client base is to be made available upon request by the municipality
- 7.2.3.4. A report depicting the total costs incurred in providing the service during the current financial year up to the 31 of May 2013, must reach the municipality before the end of June 2013.
- 7.2.3.5. All records pertaining to the above are to be made available for auditing purposes, upon request by the municipality.

7.3. Tariffs and Hours of Operation

- 7.3.1. The parking tariffs, as amended **annually** and strictly in accordance with the Overstrand municipal tariff schedule, are R4.00 per hour, R2.00 for half an hour and R1.00 for fifteen minutes or part thereof.
- 7.3.2. These tariffs are currently applicable from Monday to Friday from 08h30 to 16h30 and on Saturdays between 08h30 and 13h00. Accordingly no collections for parking may be taken prior to 08h30 on the days mentioned or after fifteen minutes before the end of each working day as indicated. No fees will be charged for parking on Sundays and religious public holidays.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

- 7.3.3. The parking tariffs may be reviewed and amended by the Municipality at their sole discretion. The Service Provider will be advised timeously of any changes once these have been approved by the Council.
- 7.3.4. Informal Car Guards that receive and wear the appropriate dress (orange bib) and identikit may accept tips after the operating hours of the Parking Marshals each day. Car Wash attendants, that wear a (yellowish) bib and identikit, may wash vehicles during the same operating hours as the Marshals.
- 7.3.5. The municipality may at its sole discretion introduce limited parking periods in the respective parking zones. This should make provision for short term parking, allowing a maximum time period for parking of one hundred and twenty minutes, long term parking allowing daily parking and seasonal parking catering for paid parking and free parking according to the seasonal events, weather conditions et cetera.
- 7.3.6. Failure to comply with these conditions at any stage during the service agreement may result in the service agreement being terminated with immediate effect.

7.4. Information Signs

The Service Provider will provide all signage relative to the project and ensure that the signs are maintained and/or replaced when necessary. The dimensions, artwork, and wording of the signs are to be approved by the municipality. The municipality will determine where the signs are to be placed and will assist with the erection of the signs. Once the signs have been erected they will remain the property of the Overstrand municipality. Any sign may be removed at any time at the sole discretion of the municipality.

7.5. Law Enforcement

The municipality may utilize the 'number plate identification' facility to minimize the non-payment of parking fees. This service may be extended in future to accommodate preventative measures for other crimes.

8. METHOD OF COLLECTIONS/PARKING FEES

8.2. Transaction management in CBD

- 8.2.1. The Parking Marshals are to be deployed in such a manner that collections of the parking fees, in accordance with the municipal parking tariff schedule, will be made without interruption and in a professional manner.
- 8.2.2. Parking Marshals will only be permitted to accept collections in the CBD and at DPP zones and precincts as illustrated in the street map. **(See annexure CBD Map)**

8.3. Collections

Parking fees will be collected by the Parking Marshals only in the numbered DPP provided by the municipality. Various parking DPP/zones may be allocated by the municipality from time to time as 'free parking zones'.

9. OTHER OPERATIONAL CONSIDERATIONS

9.2. Media Coverage of Project

- 9.2.1. The Project Manager, appointed by the municipality, will be responsible to liaise with all role players on a regular basis to ensure that the public and in particular the motorists are well informed of the project activities.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

9.2.2. The Project Manager will also take charge of the incident management of all complaints involving the municipality and its good reputation.

9.3. Job Creation

Should the need arise at any stage of the project to improve client service for a short period and accordingly decrease the ratio of DPP per Parking Marshal, referred to in item 6.3.3 above, the Service Provider will comply with this arrangement, in conjunction with the municipality.

10. GENERAL INFORMATION AND CONDITIONS

- 10.2. Interested parties are hereby invited to submit their proposal for the supply, operation, financing and management of the technology component or the parking service system addressed in this document.
- 10.3. The total income derived from the service by the Service Provider should be between one million, six hundred thousand rand and two million, three hundred thousand rand per annum. These are estimated amounts only.
- 10.4. Proposals must comply with all relative legislation including the following:
- 10.4.1. The Road Traffic Act, 1989 (Act 29 of 1989)
 - 10.4.2. National Road Traffic Act (Act 93 of 1996)
 - 10.4.3. Western Cape Road Traffic Act, 1989 (Act 12 of 1989)
 - 10.4.4. The Overstrand Municipality By-Laws pertaining to this Road Traffic function
 - 10.4.5. The General Principles of the National Treasury's 'Code of Conduct' for Supply Chain Management Practitioners and Other Role Players and in accordance with regulations 46(4) and 46(5) of the Local Government: Municipal Finance Management Act (MFMA) of 2003.
 - 10.4.6. The Municipal Financial Management Act 56 of 2003, section 43, and as may be amended from time to time.
 - 10.4.7. Schedule 2 of the Code of Conduct for Municipal Staff Members (schedule 2, as amended by S.22 of Act 19 of 2008)
 - 10.4.8. The Preferential Procurement Policy Framework Act 5 of 2000, section 2, and as may be amended from time to time.
- 10.5. The Municipality may at its sole discretion accept one or more of the proposals but is not bound to accept any proposal or enter into any correspondence after making such a decision.
- 10.6. Any variation from the above supplied information at any future date will not render the Municipality liable to any claims by the Service Provider.
- 10.7. The Municipality has a 'Control Centre.' The contact details are to be made available for our clients who may wish to report an incident relating to the service or crime in the CBD area. These reports may be monitored in accordance with KPI and management standards.
- 10.8. Law Enforcement of this project is currently the function of the Traffic Department. Contravention of any of the specifications in this document may be addressed by the Municipality or its representative.
- 10.9. Tenders must be valid for 60 days.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

-
- 10.10. The tender offer must be prices as a percentage of the total revenue and must include VAT.
- 10.11. Payment will only be made in South African currency.
- 10.12. Implementation must be within 1 month of award.
- 10.13. The tender will also be evaluated in terms of functionality of tender submissions. The evaluation of tenders will be done in terms of compliance with the criteria in Item 17 and bidders can potentially score a total of 50 points, with a minimum score of 35 points to be evaluated for on price.

14. CBD MAP



15. ANNEXURE KPI – A: KEY PERFORMANCE INDICATORS: PARKING SERVICE TECHNOLOGY 2012

	FUNCTION	DESCRIPTION	STANDARD	OBJECTIVE
1	System management	To manage all hardware and software of parking service	Daily monitoring of system and service	To ensure accurate accounting and efficient support services
		Administer the daily collections, performance and management reports.	Weekly report on service efficiency and management	To proactively institute proficient supervision and consistency
		See item 7 of specification information document and item 4 below	Documented quarterly report on report on management efficiency	To monitor the system and service effectiveness (See 7.1.1 and 7.2 of the specifications)
			Documented annual report on service delivery	To assist management with forward planning
2	Data base capturing	To establish and maintain the required statistical data base	GSM GPRS modem recording of all daily collections	To maintain a measure of the project development and accounting
			Recording collections of PM in accordance DPP and Zones	To maintain a measure of the PM proficiency and 'turn around' times in respective Zones
3	Monitor collection processes and collection performance	The on-line monitoring of daily collections in accordance with the specifications (item 7)	Monthly reports of collections, PM and Zone utilization (To reach municipality before the 5th day of each month)	To monitor the PM performance and Zone utilization efficiently(See 7.2 of specifications)
4	Communication	Effective communication with all role players	Immediate availability of all statistics via the internet	To ensure efficient management of the service
		Efficient communication with all role players	Provision of adequate communication	To enhance participative management by all role players
		Management meetings	Quarterly meeting with municipality and other role players	To review progress of service delivery
5	System support and security management	Direct supply of service to be based in the RSA	All aspects of service are to be readily available in the RSA	To ensure service consistency
		System upgrades and provision new models, terminals etc.	Annual review of new, advanced technology	To seek continuous improvement in technology and operational matters
		Additional terminals	A minimum of five replacement terminals must be available at all times	To ensure efficient service delivery
		Rechargeable batteries	New battery rotation after every 10 months or after degradation	To ensure service consistency
		Damaged or faulty terminals	Replacement units to be supplied within 3 days	To ensure limited down time
		Terminal security	Automatic shut down if tampered with	To eliminate down time of service and maintenance

NB THIS DOCUMENT IS TO BE READ WITH KPI STANDARD - ANNEXURE KPI – B

16. ANNEXURE KPI – B : KEY PERFORMANCE AREAS AND MEASUREMENT CRITERIA

Rating	Measurement Criteria (Objective Measurement of Service Provider Performance).	
5	<p>The quality of the service delivery is exceptional at all times:</p> <p>Constant improvement in the standard of acceptable service delivery thus enhancing the quality of the service to the maximum possible level.</p> <p>Full compliance with all undertakings, terms and conditions and obligations contained in the service agreement</p> <p>Full compliance with all other requirements contained in the service agreement, including but not limited to the terms of Governance, management and KPI A communication and management reporting requirements.</p> <p>Full compliance with new related service requests</p> <p>Innovative recommendations and activities that result in an improved service and a cost saving to the municipality</p> <p>No service or quality failure of any description in the last four months</p>	
4	<p>The quality of the service delivery is better than the acceptable standard at all times.</p> <p>Noted improvement in the quality and standard of acceptable service delivery</p> <p>Full compliance with all undertakings, terms and conditions and obligations contained in the service agreement</p> <p>Full compliance with all other requirements contained in the service agreement, including but not limited to the terms of Governance, management and KPI A communication and management reporting requirements.</p> <p>Compliance with new related service requests</p> <p>Innovative recommendations and activities that result in an improved service and/or cost saving to the municipality</p> <p>No service or quality failure of any description in the last three months</p>	
3	<p>The quality of the service delivery is of an acceptable standard at all times.</p> <p>Some improvement in the standard of the service delivery</p> <p>Compliance with all undertakings, terms and conditions and obligations contained in the service agreement</p> <p>Compliance with other requirements contained in the service agreement, including but not limited to the terms of Governance, management and KPI A communication and management reporting requirements.</p> <p>Compliance with new related service requests</p> <p>Recommendations that may result in a an improvement in the service</p> <p>Any service or quality failure of any description in the last three months has been resolved in accordance with the agreed time frames and preventative measures recommended by the service provider are agreed upon and implemented satisfactorily.</p>	CONSTANT

Rating	Measurement Criteria (objective measurement of service provider performance).	
2	<p>The quality of the service delivery is below the acceptable standard and the deviations are successfully managed by mutual agreement.</p> <p>No improvement in the standard or quality of service delivery</p> <p>Non compliance with undertakings, terms and conditions and obligations contained in the service agreement</p> <p>Non compliance with other requirements contained in the service agreement, including but not limited to the terms of Governance, management and KPI A communication and management reporting requirements.</p> <p>Non compliance with new related service requests</p> <p>No recommendations made that may resolve the short-comings/issues being experienced</p>	
	<p>Service and/or quality failure events during the last three months have not been resolved in accordance with the agreed time frames and preventative measures, agreed upon, were not implemented satisfactorily.</p>	
1	<p>The quality of the service delivery is not in compliance with the service agreement. Consideration is to be given to terminate the agreement and services</p> <p>The standard or quality of service delivery is inconsistent and/or inadequate.</p> <p>The Service Provider has no regard for the undertakings, terms and conditions and obligations contained in the service agreement and have not complied satisfactorily with other requirements contained in the service agreement. Refer also to all items of KPI A</p> <p>The Service Provider makes little attempt to rectify outstanding issues and new related service requests</p> <p>Service and/or quality failure events during the last three months have not been resolved in accordance with the agreed time frames and preventative measures were not implemented satisfactorily.</p>	
NB	<p>THE ABOVE MAY ONLY BE AMENDED BY MUTUAL AGREEMENT BETWEEN THE PARTIES</p>	



17. PRE-QUALIFICATION CRITERIA

The bidder’s documentation received will be evaluated in accordance with the information contained in paragraph 7 and the table below.

* **Proof of CONTACTABLE REFERENCES is required, as indicated below, and must accompany each proposal.**

The bidder must score at least 35 out of 50 to be evaluated further. Points, as indicated below, will be allocated for the following:

	Item	Maximum Points Attainable
1.	Projects Completed in the RSA *	
	• 2 points for every similar project successfully completed up to a maximum of 10 points	10
2.	Years in Operation in the RSA, utilizing similar technology for an uninterrupted period of at least 12 months *	
	2 points for every year in operation up to a maximum of 10 points	10
3.	Experience with similar Services *	
	1 point for every year experience with similar service up to a maximum of 5 points	5
4.	Highest Qualification relevant to services assessment Service Manager: (Certified copies of Highest Qualification relevant to service assessment must be submitted)	
	• National Diploma	3
	• B Degree	6
	• Honours Degree and higher	7
		7
5.	Report on methodology, process and proposal of the expected deliverables and outcomes.	
	• A detailed management plan stipulating the timeframe, envisaged project development, resources and financial implications. (see also item 5.3)	7
	• A detailed infrastructure and operational summary with diagrams.	6
	• Plans relating to possible future capacity increases (capacity planning) and what the fiscal cost of such upgrades would entail.	5
		18
	TOTAL	50

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

18. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

Bidders must provide the following detail of the contactable references referred to in paragraph 13. above

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

NAME OF ORGANISATION	CONTACT PERSON	CELL PHONE NO.; TEL. NO. – WORK & E-MAIL ADDRESS	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	
		Tel (w)	
		Email	
		Cell	

Attach additional pages if more space is required.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



19. PRE-EVALUATION SCORE SHEET

The bidder’s documentation received will be evaluated in accordance with the information contained in paragraph 7 and the table below.

* **Proof of CONTACTABLE REFERENCES is required, as indicated below, and must accompany each proposal.**

The bidder must score at least 35 out of 50 to be evaluated further. Points, as indicated below, will be allocated for the following:

	Item	Points claimed	Points awarded
1.	Projects Completed in the RSA *		
	<ul style="list-style-type: none"> 2 points for every similar project successfully completed up to a maximum of 10 points 		
2.	Years in Operation in the RSA, utilizing similar technology for an uninterrupted period of at least 12 months *		
	2 points for every year in operation up to a maximum of 10 points		
3.	Experience with similar Services *		
	1 point for every year experience with similar service up to a maximum of 5 points		
4.	Highest Qualification relevant to services assessment Service Manager: (Certified copies of Highest Qualification relevant to service assessment must be submitted)		
	<ul style="list-style-type: none"> National Diploma 	3	
	<ul style="list-style-type: none"> B Degree 	6	
	<ul style="list-style-type: none"> Honours Degree and higher 	7	
5.	Report on methodology, process and proposal of the expected deliverables and outcomes.		
	<ul style="list-style-type: none"> A detailed management plan stipulating the timeframe, envisaged project development, resources and financial implications. (see also item 5.3) 	7	
	<ul style="list-style-type: none"> A detailed infrastructure and operational summary with diagrams. 	6	
	<ul style="list-style-type: none"> Plans relating to possible future capacity increases (capacity planning) and what the fiscal cost of such upgrades would entail. 	5	
	TOTAL		

SIGNATURE (Bidder)		FOR OFFICE USE ONLY:	
CAPACITY		Evaluated by	
NAME OF FIRM		Signature:	
NAME (PRINT)		Designation:	
DATE		Date:	

20. FORM OF OFFER AND ACCEPTANCE

1. OFFER

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

**SC 1216/2012: PROVISION OF PARKING MANAGEMENT SYSTEM
FOR HERMANUS CENTRAL BUSINESS DISTRICT (CBD)**

- b. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- c. 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.
- d. Specific reference should be made to item 7 (seven) of the specifications when submitting the following information.
- e. The total cost to the Municipality is to be recorded below as a % (percentage) of the total gross income of the Collections recorded daily during the normal course of operation of the Service by the Service Provider. This percentage is to include all costs and services provided during the course of the agreement and the value of all paid parking fees (collections) is to **include VAT**.

I/We hereby submit our proposal to design, finance, implement, operate and maintain a cash-based Parking Management System within the currently managed areas depicted in the CBD map, attached.

ITEM	PERCENTAGE OF GROSS INCOME, REFERRED TO IN ITEM 7.1
The provision and management of the Parking Management System specified in this document, including 45 Hand Held Terminals with printers that are to be insured, maintained and serviced by the Service Provider with the necessary support system, Support Centre and equipment, for the duration of the agreement	
DATE OF SERVICE COMMENCEMENT	

- f. 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:	<i>(Insert name and address of organisation)</i>	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)
- 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:		
For the Employer:	Overstrand Municipality, Magnolia Avenue, Hermanus	
Name of witness:		Date:
Signature of witness:		

21. DECLARATION BY TENDERER

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender form and that I / we accept the conditions in all respects.

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of *my / our tender and that I / we elect domicillium citandi et executandi in the Republic at:

I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work items specification in the tender documents and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

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



PART C – DATABASE REGISTRATION

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

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

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

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

<i>Pages removed from page number:</i>		<i>To page number:</i>		<i>Date</i>	
<i>Print Name</i>		<i>Signature</i>			

PREFERENTIAL PROCUREMENT REGULATIONS 2011

1. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

6.2. In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 6.3. Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 6.4. Bidders other than EMEs must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 6.5. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 6.6. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 6.7. Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 6.8. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 6.9. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

7. BID DECLARATION

7.1. Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

7.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
7.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
7.1.1.2. Points claimed in respect of Level of Contribution (maximum of 10 or 20 points)	

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).

3	Percentasie aandeelhouwing van persone geklassifiseer as jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ? Is your business established within the area of jurisdiction of the Municipality?	In/Ngaphakathi
	Ingaba ishishini lakho limi kwingingqi elawulwa nguMasipala wesithili?	Uit/Out/Ngaphandle

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

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina

DECLARATION BY SUPPLIER

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

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

CERTIFICATION

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

Signature	Position	Date

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

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

<p style="text-align: center;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20____</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
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National Small Business Act No. 102 of 1996 Classification

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

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

Please list the products/services provided by your enterprise under the appropriate headings.

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

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

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

Dit is die Overstrand Munisipaliteit se beleid om alle krediteure deur middel van direkte bankoorplasinge te vereffen. Verskaf meegaande inligting en verkry asb. U bankiers se bevestiging.	It is the policy of the Overstrand Municipality to pay all creditors by means of direct bank transfers. Please complete this information and acquire your banker's confirmation.	Yinkqubo kaMasipala wesithili saseOverstrand ukuhlawula abo kufuneka bebahlawule ngokufaka imali ebhankini. Nceda ke ngoko uzalise olu xwebhu lungezantsi ngeenkukacha zakho ucele ibhanki yakho ukuba yenze isiqinisekiso sezi nkukacha.
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BESONDERHEDE VAN FIRMA/INSTANSIE / DETAILS OF FIRM/INSTITUTION / IINKCUKACHA ZEFEMU/IZIKO:												
Naam / Name / Igama												
Adres / Address / Idilesi												

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

1 =	Tjekrekening Cheque Account I-akhawunti yetshekhi	2 =	Transmissierekening Transmission Account I-akhawunti vokuqithisela	3 =	Spaarrekening Savings Account I-akhawunti vemali eaciniweyo
4 =	Verbandrekening Bond Account I-akhawunti yebhondi	5 =	(Nie in gebruik) (Not in use) Avisetvenziswai	6 =	Subskripsieaandeelrekening Subscription Share Account I-akhawunti vomrhumo wezabelo

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

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

GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / -Usayino olugunyazisiweyo	

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
COMPANY REGISTRATION CERTIFIED COPIES	N/A	Certificate of incorporation CK1/CK2	Partnership agreement	Certificate of Incorporation CM3	Trust agreement	Certificate of Incorporation Section 21	Registrar of CC's & Companies
PROOF OF OWNERSHIP CERTIFIED COPIES	N/A	Shareholding CK1/CK2	Partnership agreement	Shareholding CM3	Trustees details: Letter of Authority	Auditor's letter no shareholding	Registrar of CC'S & Companies
PROOF OF BANKING	Bank statement/ cancelled cheque	Bank statement/ cancelled cheque	Branch of bank at which Account is.				
TAX CLEARANCE CERTIFICATE	For the Owner or the business	For the company / cc	For each individual shareholder	For the company	For the trust	For the NPO	SARS
P.A.Y.E	If staff are employed	If staff are employed	SARS				
VAT REGISTRATION	Yes	Yes	Yes	Yes	Yes	Yes	SARS
U.I.F Certificate	YES	YES, if staff remuneration	YES, if staff remuneration	Department of Labour			
Workman's Compensation	YES, if staff remuneration	YES, if staff remuneration	Department of Labour				
Security Officer' s Board	If applicable –for security industry	If applicable – For security industry	Security Service Regulatory Authority				
Proof of Disability	If owner is disabled	If Shareholder is disable	If Shareholder is disabled	If Is Shareholder is disable	If Shareholder is disable	If Shareholder is disabled	
Proof of Identity CERTIFIED	Owner	Directors / Members	Partners	Directors	Trustees	Directors	

FOR OFFICE USE ONLY:

BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			