



**TENDER NO.: SC 1596/2015**

**SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A CONTRACT  
PERIOD ENDING 30 JUNE 2018**

**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT):</b>	<b><u>REFER TO PRICING SCHEDULE ON PAGES 56 TO 65</u></b>

**APRIL 2015**

**PREPARED AND ISSUED BY:**

Directorate: Finance:  
Supply Chain Management Unit  
Overstrand Municipality  
PO Box 20, Hermanus, 7200

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

JC van der Merwe  
Acting Stores Coordinator  
**Tel. Number: 028 313 5027**

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TENDER DETAILS						
TENDER NUMBER:	<b>SC1596/2015</b>					
TENDER TITLE:	<b>SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A CONTRACT PERIOD ENDING 30 JUNE 2018</b>					
CLOSING DATE:	<b>2015/05/15</b>	CLOSING TIME:	<b>12H00</b>			
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX NO:	<b>4</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>90</b>	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.:	
E-MAIL ADDRESS:			

<b>DATE:</b>	
<b>SIGNATURE OF TENDERER:</b>	
<b>CAPACITY UNDER WHICH THIS BID IS SIGNED:</b>	

<b>PLEASE NOTE:</b>
1. Tenders that are deposited in the incorrect box will not be considered.
2. Tender box deposit slot is 28cm x 2.5cm.
3. Mailed, telegraphic or faxed tenders will not be accepted.
4. If the bid is late, it will not be accepted for consideration.
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.

ENQUIRIES MAY BE DIRECTED TO:		
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES
CONTACT PERSON:	<b>BLAKE D'OLIVEIRA</b>	<b>JC VAN DER MERWE</b>
TEL. #	<b>028 313 5016</b>	<b>028 313 5027</b>

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

<b>1. CHECKLIST</b>
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**PLEASE ENSURE THAT THE FOLLOWING FORMS HAVE BEEN DULY COMPLETED AND SIGNED AND THAT ALL DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT:**

<b>Authority to Sign a Bid</b> Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No	
<b>Tax Clearance Certificate</b> Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No	
<b>MBD 4</b> (Declaration of Interest) Is the form duly completed and signed?	Yes	No	
<b>MBD 6.1</b> (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No	
<b>MBD 6.2</b> (Local Content Declaration) Is the form duly completed and signed?			
<b>MBD 8</b> (Declaration of Past Supply Chain Practices) Is the form duly completed and signed?	Yes	No	
<b>MBD 9</b> (Certificate of Independent Bid Determination) Is the form duly completed and signed?	Yes	No	
<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No	
<b>MBD16</b> (Key Performance Indicators) Is the form duly completed and signed?	Yes	No	
<b>Specifications</b> Is the form duly completed and signed?	Yes	No	
<b>MBD 7.1</b> (Contract form – Goods) Is the form duly completed and signed?	Yes	No	
<b>DATA BASE REGISTRATION</b> Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1596/2015****SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A CONTRACT PERIOD ENDING 30 JUNE 2018.**

Tenders are hereby invited for the **Supply and Delivery of Protective Clothing for a contract period ending 30 June 2018.**

Tender documents, in English, are obtainable from **Friday, 17 April 2015**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus, from Ms. Rita Neethling Tel. 028 313 8064 between 08h30 and 15h30 upon payment of a tender participation fee of **R143-00** per set. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za) .

Sealed tenders, with: **Tender No. "SC 1596/2015: Supply and Delivery of Protective Clothing for a contract period ending 30 June 2018."** clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **15 May 2015** at **12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Tenders must be valid for **90 days** after the closing date. Tenders shall be evaluated in terms of the Preferential Procurement Regulations, 2011 and bidders may claim preference points in terms of their B-BBEE status level of contribution.

Only locally produced or locally manufactured clothing with a stipulated minimum threshold for local production and content will be considered

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 General Conditions of Contract and the Supply Chain Management Policy of the Overstrand Municipality.

Please refer enquiries to **JC van der Merwe** at telephone number: **028 313 5027**.



**3. AUTHORITY TO SIGN A BID**

**1. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) AND NATURAL PERSON**

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

OR

1.2. I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

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

**2. COMPANIES AND CLOSE CORPORATIONS**

2.1. **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

2.2. In the case of a **CLOSE CORPORATION (CC)** 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**.

**PARTICULARS OF RESOLUTION BY BOARD OF DIRECTORS OF THE COMPANY/MEMBERS OF THE CC**

Date Resolution was taken	
Resolution signed by (name and surname)	
Capacity	
Name and surname of delegated Authorised Signatory	
Capacity	
Specimen Signature	

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
9.		10.	
Is a CERTIFIED COPY of the resolution attached?		YES	NO

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



**3. PARTNERSHIP**

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

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

Full name of partner		Signature	
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**4. CONSORTIUM**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_ (Name of entity) to act as lead consortium partner and further authorize Mr./Ms. \_\_\_\_\_ To sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member:

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
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 anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
- 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. "Day" means calendar day.
- 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand
- 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.
- 1.13. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.14. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.15. "GCC" means the General Conditions of Contract.
- 1.16. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

**2. Application**

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

**3. General**

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

**4. Standards**

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

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

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

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- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

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

**8. Inspections, tests and analyses**

- 8.1. All pre-bidding testing will be for the account of the bidder.
- 8.2. If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspections tests and analysis, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.
- 8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4. If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5. Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

**9. Packing**

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

**10. Delivery**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental**

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:
  - 13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - 13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - 13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
  - 13.1.4. performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
  - 13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2. Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

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**14. Spare parts**

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
  - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
  - 14.1.2. in the event of termination of production of the spare parts:
    - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

- 15.1. The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2. This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4. Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment**

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

**17. Prices**

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

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**18. Variation orders**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

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

**22. Penalties**

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

**23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
  - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or

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- 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
  - 23.6.2. the date of commencement of the restriction
  - 23.6.3. the period of restriction; and
  - 23.6.4. the reasons for the restriction.

These details will be loaded in the National Treasury’s central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person’s name be endorsed on the Register for Tender Defaulters. When a person’s name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

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

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- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

#### **26. Termination for insolvency**

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

#### **27. Settlement of Disputes**

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

#### **28. Limitation of liability**

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

#### **29. Governing language**

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

#### **30. Applicable law**

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

#### **31. Notices**

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

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**32. Taxes and duties**

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

- 35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
- 35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.
- 35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

*General Conditions of Contract (revised July 2010)*

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## 5. GENERAL CONDITIONS OF TENDER

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
3. **PLEASE NOTE:**
  - 3.1. Tenders that are deposited in the incorrect box will not be considered.
  - 3.2. Tender box deposit slot is 28cm x 2.5cm.
  - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
  - 3.4. Documents may only be completed in black ink.
  - 3.5. The use of correction fluid/tape is not allowed.
    - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
    - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
  - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
  - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. 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.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. 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.
7. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
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;
  - 8.1. 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.
  - 8.2. 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.
9. This bid will be evaluated and adjudicated according to the following criteria:
  - 9.1. Relevant specifications
  - 9.2. Value for money
  - 9.3. Capability to execute the contract
  - 9.4. PPPFA & associated regulations

*[insert any other criteria]*

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**10. Invoices**

All correct invoices must be forwarded in time to the following address to ensure payment terms are upheld:

Overstrand Municipality  
 PO Box 20  
 Hermanus, 7200

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

- 11.1. 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.
- 11.2. It is a requirement of this contract that the amount of value-added tax (VAT) must be shown clearly on each invoice.
- 11.3. 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.
- 11.4. The VAT registration number of the Municipality is 4140106396.

**12. Standard Payment Terms**

- 12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant correct invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 12.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
  - 12.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the Municipality on approval of application.
  - 12.2.2. 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.
  - 12.2.3. 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.
  - 12.2.4. All deliveries must be accompanied by either a delivery note indicating the correct prices, a Pro-forma invoice or an official invoice in order for the Municipality to execute payment terms in the agreed time. Invoices will be accepted in hard copy or electronic format. This term will form part of the contract, if and when successfully accepted by the Municipality.
- 12.3. Payment will be done in South African Rand. When items are imported, the exchange rate on order date will apply.

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**6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS**

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

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

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**7. MBD 4 – DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
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.	<b>Full Name of bidder or his or her representative</b>																			
3.2.	<b>Identity Number</b>																			
3.3.	<b>Position occupied in the Company (director, shareholder <sup>2</sup> etc.)</b>																			
3.4.	<b>Company Registration Number</b>																			
3.5.	<b>Tax Reference Number</b>																			
3.6.	<b>VAT Registration Number</b>																			
3.7.	<b>Are you presently in the service of the state?</b>	YES		NO																
3.7.1.	If so, furnish particulars:																			
3.8.	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO																
3.8.1.	If so, furnish particulars:																			

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

1. a member of –
  - i. any municipal council;
  - ii. any provincial legislature; or
  - iii. the National Assembly or the National Council of Provinces;
2. a member of the board of directors of any municipal entity;
3. an official of any municipality or municipal entity;
4. 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);
5. a member of the accounting authority of any national or provincial public entity; or
6. an employee of Parliament or a provincial legislature.

<sup>2</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



<b>3.9.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.9.1.	If so, furnish particulars:				
<b>3.10.</b>	<b>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?</b>	<b>YES</b>		<b>NO</b>	
3.10.1.	If so, furnish particulars:				
<b>3.11.</b>	<b>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.11.1.	If so, furnish particulars:				
<b>3.12.</b>	<b>Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</b>	<b>YES</b>		<b>NO</b>	
3.12.1.	If so, furnish particulars:				
<b>3.13.</b>	<b>Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</b>	<b>YES</b>		<b>NO</b>	
3.13.1.	If so, furnish particulars:				



3.14. Please provide the following information on ALL directors/shareholders/trustees/members below:			
Full Name and Surname	Identity Number	Personal Income Tax Number	Provide State <sup>3</sup> Employee Number

**NB:**

a) PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)

b) PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.

**4. DECLARATION**

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>3</sup> MSCM Regulations: "in the service of the state" means to be –

1. a member of –
  2. any municipal council;
  3. any provincial legislature; or
  4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. 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);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



**8. MBD6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 – PURCHASES/SERVICES (90/10)**

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

**1. GENERAL CONDITIONS**

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

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

1.2. The value of this bid is estimated to exceed R1,000,000 (all applicable taxes included) and therefore the 90/10 system shall be applicable.

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

- 1.3.1. Price; and
- 1.3.2. B-BBEE Status Level of Contribution.

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

	<b>POINTS</b>
1.4.1. Price	90
1.4.2. B-BBEE status level of contribution	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5. 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.

1.6. 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.

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

**2. DEFINITIONS**

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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



**4. POINTS AWARDED FOR PRICE**

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

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

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

Where:

- Ps = Points scored for comparative price of bid under consideration
- Pt = Comparative price of bid under consideration
- Pmin = Comparative price of lowest acceptable bid

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

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

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

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



**6. BID DECLARATION**

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

<b>6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1</b>	
6.1.1.1. B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
6.1.1.2. 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).

**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**

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



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:
- 9.1. The information furnished is true and correct;
  - 9.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
  - 9.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
  - 9.4. If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
    - 9.4.1. disqualify the person from the bidding process;
    - 9.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
    - 9.4.3. 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;
    - 9.4.4. 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
    - 9.4.5. forward the matter for criminal prosecution

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

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## FOR INFORMATION PURPOSES ONLY

PLEASE NOTE THE FOLLOWING REQUIREMENTS REGARDING VALIDATION OF B-BBEE SCORE.

### 1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (ONLY IN TERMS OF THE CODES OF GOOD PRACTICE OF 2007)

- 1.1. Certificates issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number and contact number clearly specified on the face of the Certificate.
- 1.2. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
  - 1.2.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
  - 1.2.2. The Auditor's / Accounting Officer's **practice number**;
  - 1.2.3. The name and **physical location of the measured entity**;
  - 1.2.4. The registration number and, where applicable, the VAT number of the measured entity;
  - 1.2.5. **The date of issue and date of expiry**;
  - 1.2.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
  - 1.2.7. The **total black shareholding** and **total black female shareholding**.

### 2. BIDDERS OTHER THAN EMES

These bidders **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.



**9. MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**

**1. Introduction**

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)<sup>4</sup> and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C- Local Content Declaration: Summary Schedule,
  - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

**2. General Conditions**

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 2.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

*x* is the imported content in Rand

*y* is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of *x* must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

- 2.6 A bid may be disqualified if –
  - (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
  - (b) the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.

**3. Definitions**

- 3.1 “**bid**” includes written price quotations, advertised competitive bids or proposals;
- 3.2 “**bid price**” price offered by the bidder, excluding value added tax (VAT);
- 3.3 “**contract**” means the agreement that results from the acceptance of a bid by an organ of state;

<sup>4</sup> The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.



- 3.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 3.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 3.8 **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 **“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.

**4. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

#	Description of services, works or goods	Stipulated minimum threshold as a %
1.	Two Piece 100% Cotton Conti Suits with Lime Green Reflective Tape <u>WITH</u> logo	100%
2.	Two Piece 100% Cotton Conti Suits with Lime Green Reflective Tape <u>WITHOUT</u> logo	100%
3.	150g poly cotton safety t-shirt with reflective tape With Logo	100%
4.	Reflective jackets with ID pocket	100%
5.	Rain Suits with Reflective Tape	100%
6.	Freezer Jacket	100%
7.	Chainsaw Jackets	100%
8.	Chainsaw pants (Russo or Similar)	100%
9.	Safety Boots (Lemaitre or similar)	100%
10.	Gents Safety Shoes	100%
11.	Ladies Safety Shoes	100%
12.	Gumboots – Steel Toe-cap	100%
13.	Gumboots – No Steel Toe-cap	100%
14.	Gloves	100%
	a. PVC Coated Gloves	100%
	b. Crayfish Gloves	100%
	c. Disposable Latex Gloves	100%
	d. Weed Eater Work Gloves (Stihl or Similar)	100%
	e. Chainsaw Gloves (Stihl or Similar)	100%
15.	Wide navy blue Brim (outdoor) hat with Municipal Logo on the front of hat	100%

**5. Does any portion of the services, works or goods offered have any imported content? (Tick applicable box)**

YES		NO	
-----	--	----	--



5.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za).

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annexure A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Yuan	
Other	

**NB: Bidders must submit proof of the SARB rate (s) of exchange used.**

6. Were the Local Content Declaration Templates (Annexure C, D and E) audited and certified as correct?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

6.1 If yes, provide the following particulars:

a) Full name of auditor:	
b) Practice number:	
c) Telephone and cell number:	
d) Email address:	

**(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer)**

7. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer provide directives in this regard.

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



**LOCAL CONTENT DECLARATION**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**In respect of Tender No. SC 1596/2015, issued by Overstrand Municipality**

**NB**

1. The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
2. Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annexure C, D and E) is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_,

of \_\_\_\_\_,

(name of bidder entity), the following:

1. The facts contained herein are within my own personal knowledge.
2. I have satisfied myself that
  - a) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
  - b) the declaration templates have been audited and certified to be correct.
3. The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

<b>Bid price (Excluding VAT) (y)</b>	R
<b>Imported content (x), as calculated in terms of SATS 1286:2011</b>	R
<b>Stipulated minimum threshold for local content (paragraph 3 above)</b>	
<b>Local content %, as calculated in terms of SATS 1286:2011</b>	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

	<b>SIGNATURE</b>	<b>DATE</b>
<b>TENDERER</b>		
<b>WITNESS 1:</b>		
<b>WITNESS 2:</b>		





ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

(D1)	<b>Tender No.</b>				
(D2)	<b>Tender Description</b>				
(D3)	<b>Designated product(s)</b>				
(D4)	<b>Tender Authority</b>				
(D5)	<b>Tendering Entity's Name</b>				
(D6)	<b>Tender Exchange Rate</b>	<b>Currency</b>		<b>Rate</b>	

NOTE: VAT to be excluded from all calculations

A. Exempted imported content				Calculation of imported content					
Tender item no's	Description of imported content	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)

Summary	
Tender Quantity	Exempted imported value
(D17)	(D18)

(D19) Total exempt imported value

This total must correspond with Annex C – C21

B. Imported directly by the Tenderer				Calculation of imported content					
Tender item no's	Description of imported content	Unit of measure	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost
(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)	(D29)

Summary	
Tender Quantity	Total imported value
(D30)	(D31)

(D32) Total imported value by tenderer



ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

C. Imported by a 3 <sup>rd</sup> party and supplied to the Tenderer				Calculation of imported content						Summary	
Description of imported content	Unit of measure	Local supplier	Overseas supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost	Quantity imported	Total imported value
(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)	(D42)	(D43)	(D44)
(D45) Total imported value by 3 <sup>rd</sup> party											

D. Other foreign currency payments			Calculation of foreign currency payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange
(D46)	(D47)	(D48)	(D49)	(D50)

Summary of Payments
Local value of payments
(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party

(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

This total must correspond with Annex C – (C23)

DATE



<b>ANNEX E</b>	<b>SATS 1286.2011</b>
<b>Local content Declaration – Summary Schedule</b>	

<b>(E1) Tender No.</b>		<b>NOTE: VAT to be excluded from all calculations</b>
<b>(E2) Tender Description</b>		
<b>(E3) Designated product(s)</b>		
<b>(E4) Tender Authority</b>		
<b>(E5) Tendering Entity's Name</b>		

LOCAL PRODUCTS (Goods, Services and Works)		
Description of items purchased <i>(E6)</i>	Local suppliers <i>(E7)</i>	Value <i>(E8)</i>
<b>(E9) Total local products (Goods, service and works)</b>		

**(E10) Manpower costs** (Tenderer's own manpower cost)

**(E11) Factory overheads** (Rental, depreciation & amortization, utility costs, consumables, etc.)

**(E12) Administration overheads and mark-up** (Marketing, insurance, financing interest, etc.)

**(E13) Total local content**

**This total must correspond with Annex C – C24**

\_\_\_\_\_  
SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

\_\_\_\_\_  
DATE



**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:
  - 3.1. abused the municipality’s / municipal entity’s supply chain management system or committed any improper conduct in relation to such system;
  - 3.2. been convicted for fraud or corruption during the past five years;
  - 3.3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - 3.4. 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>	<b>Yes</b>	<b>No</b>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	<b>Yes</b>	<b>No</b>
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?	<b>Yes</b>	<b>No</b>
4.3.1	If so, furnish particulars:		



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

**5. CERTIFICATION**

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

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

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



**11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>5</sup> 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:
  - 3.1. take all reasonable steps to prevent such abuse;
  - 3.2. 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
  - 3.3. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

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

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

<sup>5</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>6</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - 7.1. prices;
  - 7.2. geographical area where product or service will be rendered (market allocation)
  - 7.3. methods, factors or formulas used to calculate prices;
  - 7.4. the intention or decision to submit or not to submit, a bid;
  - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 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			

<sup>6</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



**12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES**

**DECLARATION IN TERMS OF CLAUSE 112(1) OF THE MUNICIPAL FINANCE MANAGEMENT ACT (NO.56 OF 2003) - (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that according to SCM Regulation 38(1)(d)(i), the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the Tenderer or any of its directors/members/partners to the Overstrand Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.

I declare that I am duly authorised to act on behalf of \_\_\_\_\_ (name of the firm) and hereby declare, that to the best of my personal knowledge, neither the firm nor any director/member/partner of said firm is in arrears on any of its municipal accounts with any municipality in the Republic of South Africa, for a period longer than 3 (three) months.

I further hereby certify that the information set out in this schedule and/or attachment(s) hereto is true and correct. The Tenderer acknowledges that failure to properly and truthfully complete this schedule may result in the tender being disqualified, and/or in the event that the tenderer is successful, the cancellation of the contract.

PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER	MUNICIPAL ACCOUNT NUMBER

**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)**  
**If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.**

Signature	Position	Date

<p style="text-align: center;"><b>COMMISSIONER OF OATHS</b></p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p><b>COMMISSIONER OF OATHS:-</b></p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p><b>Apply official stamp of authority on this page:</b></p>
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**13. MBD 16 – KEY PERFORMANCE INDICATORS**

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>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 / item(s) specified in the tender document 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.</p>			
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WITNESS 1		WITNESS 2	



## **PART B – SPECIFICATIONS AND PRICING SCHEDULE**

<b>14. SPECIFICATIONS</b>
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**SPECIFICATIONS****PART 1 – GENERAL****1. Deliveries:**

- a. Delivery must take place within 21 working days of placing an official order where lead times have not been indicated on the tender document.
- b. Delivery address will be indicated on the official order as one of the following:
  - i. Municipal Store, Main Road, HERMANUS
  - ii. Municipal Store, 13<sup>th</sup> Street, KLEINMOND
  - iii. Municipal Store, Fabriek Street GANSBAAI
- c. Delivery of products must **include the off-loading** thereof at the supplier's own risk and cost to the designated delivery addresses as indicated above.
- d. Bidders must supply and ensure their own labour for the offloading of the products at the designated Municipal stores.
- e. The Municipality will place orders as and when required during the contract period.
- f. An official order must be issued before any delivery may be made to the Municipality.
- g. It will be required from the supplier to keep stock of products or to ensure that full delivery takes place according to the order quantities.

**2. Pricing:**

- a. All items on the Pricing Schedule, where detailed specifications apply, are listed under **B. PRODUCT SPECIFICATIONS**, and are cross referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
- b. All fields must be completed for the tender to be considered. In cases where certain items cannot / are not provided by any one tenderer, it must be indicated as such on the tender document.
- c. Tenderers must furnish unit prices for the listed products only.
- d. All prices must include delivery **and off-loading** at the respective stores mentioned in 1.b. above and **MUST EXCLUDE VAT**.
- e. **The annual price increase is equal to CPI (related to the area) per annum as from 01 July 2016.**
- f. **Price escalation (rise and fall in terms of CPAF indices) will apply for all industry related increases but will only be accepted by the Municipality if claim is substantiated with proof of evidence and that such evidence is submitted prior to implementation.**

**3. Quality and quantities:****a. Quality Standards:**

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.
- ii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the tenderer, acceptance of the item(s) will be conditional on the Municipality's inspection and testing after receipt.
- iii. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.

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- iv. The samples of unsuccessful bidders must be collected from the Municipal Store, Mussel Road in Hermanus within 30 days of notification. The samples will be discarded if not collected within 30 days and the Overstrand Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- b. **Quality Tests:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
- c. All product items should carry (minimum of 1 year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
- d. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the contract period as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule. The tendered prices will be binding on this contract.

**4. Information**

- a. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b. The tender must be valid for 90 (ninety) days after closing date.
- c. The contract period will be from date of commencement until 30 June 2018 and the agreement will be reviewed on an annual basis based on, *inter alia*, performance and pricing considerations.
- d. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

**5. Local Content**

- a. In terms of Regulation 9(1) of the PPPFA Regulations 2011, the Department of Trade and Industry has identified the sector of Textile, Clothing, Leather and Footwear as part of its designated sectors, where in the award of bids local production and content is of critical importance. To this effect a minimum threshold percentage for local production and content for the sector has been determined to be 100%.
- b. Tenderers must therefore take cognizance of that fact that bids will be evaluated in terms of the minimum threshold of 100% local content and production and only bids which adhere to this requirement will be further evaluated.

**6. Samples**

- a. Bidders must supply samples of ALL **products, free of charge**, before or on closing date of tender. Sample do not have to have the printed logo. Samples must be handed in at **Municipal Store, Main Road, HERMANUS**
- b. Bidder's name must be clearly marked on all samples.
- c. The samples of unsuccessful bidders must be collected from the Municipal Store, Mussel Road in Hermanus within 30 days of notification. The samples will be discarded if not collected within 30 days and the Overstrand Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.

**7. Evaluation**

- a. Awards will be made per item and not per line item, therefore **tenderers MUST tender on all sizes per item to be considered for evaluation. Should any tenderer fail to tender on all sizes, his/her tender for this specific item will be disqualified.**

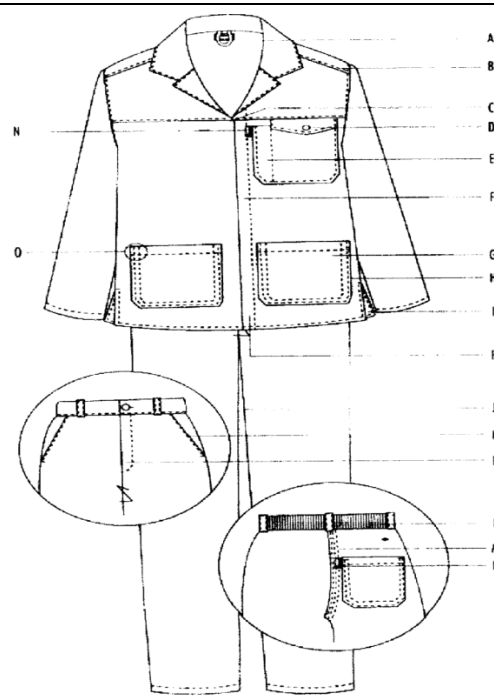
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**B. PRODUCT SPECIFICATIONS**

<b>1.</b>	<p><b>Two Piece 100% Cotton Conti Suits with Lime Green Reflective Tape WITH logo</b></p> <p><b>a. Sizes:</b> 32 to 60. Special sizes shall be made to fit for individual personnel, where standard sizes will not fit</p> <p><b>b. Colour:</b> Royal Blue</p> <p><b>c. Fabric:</b> Only J54 (100% Cotton),</p> <p><b>Key Features</b></p> <ul style="list-style-type: none"> <li>i. SABS cut</li> <li>ii. Large Pockets</li> <li>iii. Side Venting</li> <li>iv. All stress points reinforced</li> <li>v. All seams lapped and triple stitched</li> <li>vi. Conti suits must be fitted with YKK zips. Zip fronts must be concealed</li> </ul> <p><b>e. Trousers:</b></p> <ul style="list-style-type: none"> <li>i. Half elasticated waist</li> <li>ii. Minimum of 5 belt loops</li> <li>iii. 2 X Swing pockets and 1 X back pocket</li> <li>iv. Front must fasten with corrosion-resistant riveted button</li> </ul> <p><b>f. Reflective Tape:</b> Lime Green Reflective tape of 50mm wide must be stitched across the chest and back, around the sleeves (elbows) and trouser legs (knees).</p> <p><b>g. Label:</b> must provide the following information</p> <p><b>h. Jacket:</b></p> <ul style="list-style-type: none"> <li>i. the chest and waist size designation</li> <li>ii. Screen printed Municipal logo above the left front pocket</li> </ul> <div style="text-align: center;"> <p style="margin-top: 10px;"><b>NB: THIS LOGO MUST BE RENDERED AND PRINTED WHITE ON BLUE</b></p> </div> <p><b>i. Trousers:</b> must bear the information about the chest size of the jacket that would normally be worn with that pair of trousers, for example Chest 102; Waist 92</p>
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<p><b>j. Features: (see diagram)</b></p> <ul style="list-style-type: none"> <li>A. Neck label/hanger loop</li> <li>B. Top stitching on armhole, shoulder, collar and yoke</li> <li>C. Concealed press stud</li> <li>D. Chest pocket with press stud</li> <li>E. Pen pocket division</li> <li>F. Concealed zip front</li> <li>G. Large hip pockets</li> <li>H. All pockets double stitched</li> <li>I. Side venting</li> <li>J. Reinforced inner leg</li> <li>K. Swing pockets</li> <li>L. Half elasticated waist band</li> <li>M. Triple needle stitch on back rise for durability</li> <li>N. Quality mark – not compulsory</li> <li>O. All stress points reinforced</li> <li>P. Concealed YKK Zips</li> </ul>	
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<b>2.</b>	<b>Two Piece 100% Cotton Conti Suits with Lime Green Reflective Tape <u>WITHOUT</u> logo</b>
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	See product specifications under item 1 above.
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<b>3.</b>	<b>150g poly cotton safety t-shirt with reflective tape With Logo</b>
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<ul style="list-style-type: none"> <li>a. 150g Polly cotton</li> <li>b. Double needle finish and top-stitching for durability</li> <li>c. High visibility Reflective strips on the arms and across the chest</li> <li>d. Colours: Navy Blue</li> <li>e. Sizes: SML, MED, LAR, X-LAR , 2, 3, 4 &amp; 5XL</li> </ul>	
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<b>4.</b>	<b>Reflective jackets with ID pocket</b>
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<ul style="list-style-type: none"> <li>a. Sleeveless jacket with ID pocket and zip. 5cm reflective tape</li> <li>b. Sizes: SML, MED, LAR, X-LAR , 2, 3, 4 &amp; 5XL</li> </ul>	
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<b>5.</b>	<b>Rain Suits with Reflective Tape</b>
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	<ul style="list-style-type: none"> <li>a. Materials                             <ul style="list-style-type: none"> <li>i. <b>General:</b> The materials specified in ii to xi below shall be supplied and used by the manufacturer. The colour of the press-stud domes and of the cord and threads shall be an acceptable match to that of the fabric.</li> <li>ii. <b>Outer Material:</b> The outer material shall be of nylon rubberised taffeta with polyurethane coating that complies with the requirements given in Table 1. The colour shall be an acceptable match to shade No. X3079 "Navy Blue" of CKS 129.</li> <li>iii. <b>Inner Material:</b> The inner material shall be of a Brush Cotton fabric of the class 280g/m2. The colour shall match the colour of outer material as specified in ii. above.</li> </ul> </li> </ul>
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- iv. **Reflective strips:** The Orange Reflective Stripes shall be of a 50mm PVC reflective tape.
  - v. EN471 approved
  - vi. **Press-studs:** Acceptable nickel-plated press-stud fasteners of the M and F type. The nominal outside diameter of the dome of the female part shall be 15 mm, and the nominal inside diameter of the hole shall be 10 mm.
  - vii. **Draw Cords:** Draw cords of a round lacing having a nominal diameter of 3 mm and in which the braided threads are synthetic.
  - viii. **Draw Cord Cones:** Plastics draw cords cones of nominal length 12 mm and having a hole, that has a nominal diameter of 4 mm at one end increasing to 7 mm at the other end (to accommodate the knotted end of a draw cord).
  - ix. **Eyelets:** Acceptable nickel-plated eyelets with washers and of nominal internal diameter 5 mm.
  - x. **Thread:** The thread shall comply with the relevant requirements of SABS 1362 and shall be a polyester-and-cotton core-spun thread or a staple polyester thread, ticket No. 80 (in both cases).
  - xi. **Elastic webbing:** woven elastic webbing with a cotton-and-rubber wrap and cotton weft. The webbing shall have a stitch of at least 120%.
- b. Workmanship:** The suits shall be cut and made with first class workmanship throughout and shall be free from defects that affect their appearance or may affect their serviceability (or both), and from marks, spots and stains incurred in the making up. Seams shall be smooth and all stitching shall be uniform. Seams and stitching (including those reinforced by tape sealing) shall be free from twists, pleats and puckers and shall be sufficiently extensible to obviate seam cracking and undue shrinkage in use. All ends of sewing that are not secured in seams or in other sewing shall be adequately bar-tacked. All ends of sewing shall have been trimmed and loose threads removed. The suits shall be of uniform and acceptable make, colour and finish, and the matching of the shades of the component parts of a suit shall be such as to acceptable.
- c. Style:** The foul-weather suit shall consist of trousers of the pull-on type and a jacket, both of the same size designation. The jacket shall be of the single-breasted type, fastening to the neck with press-studs and having an attached hood with draw cord adjustment. The sleeves shall be of the "Magyar" style, i.e. the back, fronts and sleeves shall be cut in one. Trousers shall be of the pull-on type, i.e. without flies, pocket openings or sewn-on waistbands. They shall be supported by adequate section of elastic 50 mm wide formed at the waist of the trousers.
- d. Sizes:** The suits shall be supplied in one or more of the size designations given in Column 1 of Table 3, as specified in the order or contract, and its measurements, determined in accordance with SABS 0188, shall conform to the appropriate values in Columns 2 to 8 inclusive.

TABLE 3 – SIZE RANGE							
1	2	3	4	5	6	7	8
Nominal finished garment measurements, cm							
Jacket				Trousers			
Size Designation	Chest	Back Length	Sleeve Length	Elasticised waist		Outside Leg Length	Inside Leg Length
				Relaxed	Extended		
Small	114	77	80	55	110	109	74
Medium	120	77	82	58	116	112	76
Large	126	79	84	60	120	113	77
X-Large	130	79	85	64	124	113	79
XX-Large	136	80	87	65	130	113	79
XXX-Large	142	80	89	69	138	113	79
XXXX-Large	147	80	89	71	142	113	79

**Note: Unless inconsistent with the test, all measurements are nominal.**

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	<p><b>i. SIZE:</b></p> <ul style="list-style-type: none"> <li>(1) X-Small (72-77)</li> <li>(2) Small (82-87)</li> <li>(3) Medium (92-97)</li> <li>(4) Large (102-107)</li> <li>(5) X-Large (112-117)</li> <li>(6) XX-Large (122-127)</li> <li>(7) XXX-Large (132-137)</li> <li>(8) XXXX-Large (142-147)</li> </ul> <p><b>e. Make</b></p> <p><b>i. Jacket</b></p> <ul style="list-style-type: none"> <li>(1) <b>Front section:</b> Each front section shall have a sewn-on outer material facing, of finished width of 6 cm, over its full length. The left front section shall have four equidistantly spaced female sections of press-studs secured and centred 254mm from the front edge. The top stud shall be 25mm below the top edge of the facing and the bottom stud shall be located 14 cm above the button edge of the jacket. On the right front there shall be four mating male sections of press-studs located at positions corresponding to those of the female sections. Each front section may have one horizontal join across the full width of the section. A slide fastener of the Performance Class D Type 20 as per SABS 1822 shall be fitted to the full body length of the jacket. Medium size pockets from side to side and depth of 12cm, with cover flaps, shall be fitted. A 50mm wide orange reflective stripe shall be fitted over the pocket flaps and around the waist.</li> <li>(2) <b>Back section:</b> The back section shall be plain and integral with the two front sections, therefore there shall be no shoulder seams.</li> <li>(3) <b>Sleeves:</b> The sleeves shall be formed by extensions. The underarm of each sleeve shall be a continuation of the appropriate side seam of the body. Each sleeve section may have a join around the circumference of the sleeve and parallel to the cuff. Each cuff shall be fitted with an inverted cuff. A 50mm wide orange reflective material or equivalent shall be fitted to each sleeve above the elbow section.</li> <li>(4) <b>Hood:</b> The hood shall consist of two sections that are joined by a seam that extends from the forehead over the crown to the centre neck. The front edge of the hood shall be faced with a 40mm wide facing of coated fabric so stitched to the hood as to form a tunnel of finished width of 30mm. An eyelet shall be located and secured-through each of the facings only, 40mm above the hood to neck seam. The tunnel shall be fitted with a draw cord that had a protrusion of length (before adjustment) 120 mm at each eyelet. Each end of the draw cord shall be fitted with a draw cord cone knotted, and the knot concealed in the cone.</li> <li>(5) <b>Hems:</b> The lower edges of the jacket and sleeves shall be turned up 15mm, turned in 5mm and stitched 2mm from the turned-in edge.</li> <li>(6) <b>Edges:</b> The front edge and the front edge of the hood shall be stitched 2mm from the seamed edge.</li> <li>(7) <b>Ventilation eyelets:</b> Two punched holes of nominal inside diameter of not less than 5 mm fitted with eyelets under each arm.</li> <li>(8) <b>Inner lining:</b> The inner lining shall be fixed with a double hemmed stitching throughout the jacket.</li> </ul> <p><b>ii. Trousers:</b> The trousers shall be plain and may be cut without an inside leg seam or alternatively without an outside leg seam. The top of the trousers shall have a reinforced section of not less than mm to carry the 50mm black elastic webbing. The trousers shall be fitted with 6 x 35mm belt loops evenly spaced on the outside top of the elastic webbing. A suitable length of elastic webbing shall be fitted to accommodate each size. The bottoms shall be plain and have a hem of finished width of not less than 15mm. Trousers to be manufactured with reinforced crotch.</p> <p><b>f. Stitches, Seams and Stitching</b></p> <ul style="list-style-type: none"> <li><b>i. General:</b> All sewing shall be in accordance with SABS 0101.</li> <li><b>ii. Stitches:</b> All stitches shall be stitch type 301.</li> <li><b>iii. Seams:</b></li> </ul>
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	<p>(1) Seams shall be at least 6 mm wide and shall be tape sealed as follows:</p> <p>(2) Side and underarm sleeve seams. Seam type ssn</p> <p>(3) All other seams. Seam type ssa</p> <p>(4) Facing to front and hood. Seam type sse</p> <p>iv. Stitching for jacket, sleeve and trouser hems. Stitching type Efb.</p> <p>v. <b>Number of stitches:</b> For all sewing the number of stitches per unit length shall be 24 + 4 per 10 cm.</p> <p><b>Note:</b> Hood panel and neck seams; front and sleeve-joining seams and trouser leg and seat seams shall be weather-proofed by tape sealing. Front- and sleeve-joining seams shall be "weathered" i.e. so folded that rain running down the outer.</p> <p><b>g. Packing And Marking</b></p> <p>i. <b>Packing:</b> The suits shall be delivered in a commercially dry condition. Each suit (consisting of a jacket and a pair of trousers of the same size) shall be neatly folded and individually packing in a plastic envelope of a suitable size and shape. Unless otherwise specified in the order or contract, the suits shall then be acceptable packet (in units of ten) for transit in bulk containers. Only suits of the same size designation shall be packed together in a bulk container (unless quantities ordered on such that packing of the same size only is not justified). Suits of different size designation may also be packed together to accommodate the last part of an order or contract.</p> <p>ii. <b>Marking</b></p> <p>(1) Suits. Each jacket and each trouser shall have a woven cotton or rayon label securely sewn on the inside into the back neck seam and waist reinforced section of the trousers as approved. The label shall be legibly and indelibly marked with the following particulars:</p> <p>(a) Manufacturer's name or trade mark on both</p> <p>(b) Size designation</p> <p>(2) <b>Containers:</b> Each bulk container shall have a label securely attached to the outside. This label shall be visible when containers are marked</p>
<b>6.</b>	<b>Freezer Jacket</b>
	<p><b>a. Sizes:</b> Small to 4X Large. Special sizes shall be made to fit for individual personnel, where standard sizes will not fit</p> <p><b>b. Lined</b></p> <p><b>c. Water Resistant</b></p> <p><b>d. Colour:</b> <b>Navy Blue</b> (Lime Green Reflector stripe above wrist on each sleeve)</p> <p><b>e. SANS Approval:</b> Freezer Jackets must be SANS approved and proof thereof must be provided with samples.</p>
<b>7.</b>	<b>Chainsaw Jackets</b>
	<p><b>a.</b> Chainsaw protective jackets in the EU must comply with EN381-11.</p> <p><b>b.</b> The protective materials must be designed to slow the chain's rate of cutting and clog the mechanism, rather than protect the wearer completely.</p>
<b>8.</b>	<b>Chainsaw pants (Russo or Similar)</b>
	<p><b>a.</b> Standard Type A protects only the front of the legs, and can be supplied as chaps, worn over conventional work clothes, or as conventional trousers.</p> <p><b>b.</b> The protective materials must be designed to slow the chain's rate of cutting and clog the mechanism, rather than protect the wearer completely.</p>

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<b>9.</b>	<b>Safety Boots (Lemaitre or similar)</b>
	<p><b>a. Description:</b> Chukka Safety Boot / Safety Shoe</p> <p><b>b. Sex:</b> Unisex</p> <p><b>c. Category:</b> Industrial Steel Toe Cap</p> <p><b>d. Purpose:</b> General Industry/Agricultural/Mining</p> <p><b>e. Resistance:</b> Acid / Oil – Fuel/ Water</p> <p><b>f. Upper Material:</b> Bartan Leather treated for resistance to a wide spectrum of harmful substances commonly found in the industrial work environment</p> <p><b>g. Sole Material:</b> Double density polyurethane. Resistant to acids, alkalis, oil, petrol, solvents &amp; extreme heat.</p> <p><b>h. Sole Construction:</b> Direct injected moulded</p> <p><b>i. Mid Soles:</b> Fitted with carbon-impregnated midsoles for protection against electrical shocks &amp; burns</p> <p><b>j. Shoe Lining:</b> Highly absorbent full vamp lining to ensure comfortable and dry feet.</p> <p><b>k. Tongue:</b> Bellow tongue</p> <p><b>l. Toecap:</b> Extra wide fitting steel toe cap resistant to 200J</p> <p><b>m. Sizes:</b> 3 to 12</p> <p><b>n. Colour:</b> Black</p>
<b>10.</b>	<b>Gents Safety Shoes</b>
	<p><b>a. Description:</b> Safety Shoe</p> <p><b>b. Sex:</b> Male</p> <p><b>c. Category:</b> Industrial Steel Toe Cap</p> <p><b>d. Purpose:</b> General Industry/Agricultural/Mining</p> <p><b>e. Resistance:</b> Acid / Oil – Fuel/ Water</p> <p><b>f. Upper Material:</b> Bartan Leather treated for resistance to a wide spectrum of harmful substances commonly found in the industrial work environment</p> <p><b>g. Sole Material:</b> Double density polyurethane. Resistant to acids, alkalis, oil, petrol, solvents and extreme heat.</p> <p><b>h. Sole Construction:</b> Direct injected moulded</p> <p><b>i. Mid Soles:</b> Fitted with carbon-impregnated midsoles for protection against electrical shocks and burns</p> <p><b>j. Shoe Lining:</b> Highly absorbent full vamp lining to ensure comfortable and dry feet.</p> <p><b>k. Tongue:</b> Standard</p> <p><b>l. Toecap:</b> Extra wide fitting steel toe cap resistant to 200J</p> <p><b>m. Sizes:</b> 4 to 12</p> <p><b>n. Colour:</b> Black</p>
<b>11.</b>	<b>Ladies Safety Shoes</b>
	<p><b>a. Description:</b> Safety Shoe</p> <p><b>b. Sex:</b> Female</p> <p><b>c. Category:</b> Industrial Steel Toe Cap</p> <p><b>d. Purpose:</b> General Industry/Agricultural/Mining</p> <p><b>e. Resistance:</b> Acid / Oil – Fuel/ Water</p> <p><b>f. Upper Material:</b> Condor Leather treated for resistance to a wide spectrum of harmful substances commonly found in the industrial work environment</p> <p><b>g. Sole Material:</b> Double density polyurethane. Resistant to acids, alkalis, oil, petrol, solvents and extreme heat.</p> <p><b>h. Sole Construction:</b> Direct injected moulded</p> <p><b>i. Mid Soles:</b> Fitted with carbon-impregnated midsoles for protection against electrical shocks and burns</p> <p><b>j. Shoe Lining:</b> Highly absorbent full vamp non-woven lining to ensure comfortable and dry feet.</p> <p><b>k. Tongue:</b> Elastic</p> <p><b>l. Toecap:</b> Extra wide fitting steel toe cap resistant to 200J</p> <p><b>m. Sizes:</b> 3 to 12</p> <p><b>n. Colour:</b> Black</p>

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<b>12.</b>	<b>Gumboots – Steel Toe-cap</b>
	<ul style="list-style-type: none"> <li>a. Knee High</li> <li>b. PVC Nitrile Rubber Mix</li> <li>c. Cleated pattern sole with closed heel</li> <li>d. <b>Toe Cap:</b> Extra wide fitting steel toe cap resistant to 200J</li> <li>e. Fine knit nylon liner</li> <li>f. <b>Colour:</b> Black</li> <li>g. <b>Size</b> 3 – 12</li> </ul>
<b>13.</b>	<b>Gumboots – No Steel Toe-cap</b>
	<ul style="list-style-type: none"> <li>a. Knee High</li> <li>b. PVC Nitrile Rubber Mix</li> <li>c. Cleated pattern sole with closed heel</li> <li>d. <b>Colour:</b> Black</li> <li>e. <b>Size</b> 3 – 12</li> <li>f. Must bear SABS mark or proof must be provided with sample</li> </ul>
<b>14.</b>	<b>Gloves</b>
	<ul style="list-style-type: none"> <li>a. <b>PVC Coated Gloves</b> <ul style="list-style-type: none"> <li>i. Conform to <b>EN 388</b></li> <li>ii. Red PVC fully dipped</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>b. <b>Crayfish Gloves</b> <ul style="list-style-type: none"> <li>i. Poly cotton knitted glove with rubber palm coating</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>c. <b>Disposable Latex Gloves</b> <ul style="list-style-type: none"> <li>i. Conforming to <b>EN 420 General requirements</b></li> <li>ii. Pre-Powdered</li> <li>iii. Box of 100</li> <li>iv. Size <b>S – XL</b></li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>d. <b>Weed Eater Work Gloves (Stihl or Similar)</b> <ul style="list-style-type: none"> <li>i. Synthetic leather &amp; Spandex and neoprene.</li> <li>ii. Fingers must have lateral air vents.</li> <li>iii. Must have flexible rubber cuff with Velcro fastener</li> </ul> </li> </ul>
	<ul style="list-style-type: none"> <li>e. <b>Chainsaw Gloves (Stihl or Similar)</b> <ul style="list-style-type: none"> <li>i. Chainsaw Gloves must have cut-proof fabric protection like that for trousers,</li> <li>ii. Especially on the back of the left hand.</li> <li>iii. The work glove must be flexible</li> </ul> </li> </ul>
<b>15.</b>	<b>Wide navy blue Brim (outdoor) hat with Municipal Logo on the front of hat</b>
	<ul style="list-style-type: none"> <li>a. Poly cotton twill fabric</li> <li>b. Cord with slide toggles</li> <li>c. 4 needle stitch sweatband</li> </ul> 
<b>16.</b>	<b>Dust Masks and Respirators</b>
	<ul style="list-style-type: none"> <li>a. <b>Dust Masks/ disposable respirator (3M or similar)</b> <ul style="list-style-type: none"> <li>i. Light weight and double strap design to give protection against moist, dust, pollens and grasses.</li> <li>ii. Packing: <b>Box of 20</b></li> </ul> </li> </ul>

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	<p><b>b. Welding Respirator (3M or similar)</b></p> <ul style="list-style-type: none"> <li>i. Provide lightweight, effective, comfortable and hygienic respiratory protection against dust, mists and metal fumes and resist clogging for extended use against welding fumes.</li> <li>ii. 3M™ Cool Flow™ (or similar) Valve and fully adjustable straps to provide added comfort</li> </ul>
	<p><b>c. Solvent And Chemical Respirator (3M or Similar)</b></p> <ul style="list-style-type: none"> <li>i. Must offer both comfort and respiratory protection. Featuring a balanced design for more comfort, swept back cartridges for improved visibility and Organic Vapour Cartridges that are permanently attached,</li> <li>ii. The Solvent and Chemical Respirator must provide at least 95% filter efficiency against solids and liquid aerosols as well as certain organic vapours.</li> <li>iii. Must be available in two sizes, medium and large, for a personalized fit.</li> <li>iv. Each Solvent and Chemical Respirator must come complete with 1 face piece, 1 pair 6001 cartridges, 1 pair 501 retainers and 1 pair 5P71 filters.</li> <li>v. Must have the NIOSH Filter Approval Rating of OV/P95</li> </ul>
<b>17.</b>	<b>Face Shields &amp; Visor (Item 10 on Pricing Schedule)</b>
	<p><b>a. Face Shield complete with clear visor</b></p>
	<p><b>b. Replacement visors for Face Shields</b></p>
	<p><b>c. Safety Face visor &amp; ear Muffs</b></p> 
<b>18.</b>	<b>Clear Lens Safety Spectacles (Item 9 on Pricing Schedule)</b>
	<p><b>a. Clear Lens:</b></p> <ul style="list-style-type: none"> <li>i. 100% Clear polycarbonate lens</li> <li>ii. Scratch resistant</li> <li>iii. Provides 99% protection from harmful UV-A and UV-B rays</li> <li>iv. <b>Features:</b> <ul style="list-style-type: none"> <li>(1) Durable panoramic lens for wide view</li> <li>(2) Rugged yet lightweight nylon frame</li> <li>(3) High impact scratch-resistant polycarbonate lens with moulded side shields, snaps out for easy replacement.</li> <li>(4) Conforms to EN166 standard</li> <li>(5) Exceeds the ANSI Z87.1-2003 High Velocity Impact Standards</li> </ul> </li> </ul> 
<b>19.</b>	<b>Ear Plugs (3M or similar)</b>
	<ul style="list-style-type: none"> <li>a. 3M™ 1100 Series (or similar) Earplugs feature soft, hypoallergenic foam and a tapered design to fit comfortably in the ear canal.</li> <li>b. Soft, hypo-allergenic polyurethane foam must offer maximum wearer comfort.</li> <li>c. Must have Smooth, dirt-resistant surface.</li> <li>d. Must have a tapered design to fits ear canals.</li> <li>e. Must be corded</li> </ul> 

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**15. PRICING SCHEDULE**

- NOTE:**
1. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
  2. Document **MUST** be completed in non-erasable black ink.
  3. **NO** correction fluid/tape may be used.
    - a. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We \_\_\_\_\_

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

of the firm \_\_\_\_\_

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

**PRICING SCHEDULE:**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
1.	Two Piece 100% Cotton Conti Suits with 50mm wide Lime Green Reflective Tape <u>WITH LOGO</u>		2800					
a.	Size 32	Each						
b.	Size 34	Each						
c.	Size 36	Each						
d.	Size 38	Each						
e.	Size 40	Each						
f.	Size 42	Each						
g.	Size 44	Each						
h.	Size 46	Each						
i.	Size 48	Each						
j.	Size 50	Each						
k.	Size 52	Each						
l.	Size 54	Each						
m.	Size 56	Each						
n.	Size 58	Each						
o.	Size 60	Each						
p.	Special Sizes	Each						
SIGNATURE					NAME (PRINT)			DATE
CAPACITY					NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
2.	Two Piece 100% Cotton Conti Suits with 50mm wide Lime Green Reflective Tape <u>WITHOUT</u> LOGO		2800					
a.	Size 32	Each						
b.	Size 34	Each						
c.	Size 36	Each						
d.	Size 38	Each						
e.	Size 40	Each						
f.	Size 42	Each						
g.	Size 44	Each						
h.	Size 46	Each						
i.	Size 48	Each						
j.	Size 50	Each						
k.	Size 52	Each						
l.	Size 54	Each						
m.	Size 56	Each						
n.	Size 58	Each						
o.	Size 60	Each						
p.	Special Sizes	Each						
SIGNATURE					NAME (PRINT)			DATE
CAPACITY					NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
3.	<b>150g Poly-cotton safety T-shirt with reflective tape WITH LOGO</b>							
a.	Size 32	Each						
b.	Size 34	Each						
c.	Size 36	Each						
d.	Size 38	Each						
e.	Size 40	Each						
f.	Size 42	Each						
g.	Size 44	Each						
h.	Size 46	Each						
i.	Size 48	Each						
j.	Size 50	Each						
k.	Size 52	Each						
l.	Size 54	Each						
m.	Size 56	Each						
n.	Size 58	Each						
o.	Size 60	Each						
p.	Special Sizes	Each						

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

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MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT	
<b>4.</b>	<b>Reflective Jackets with ID Pocket</b>	Each							
a.	Small	Each							
b.	Medium	Each							
c.	Large	Each							
d.	XL	Each							
e.	2XL	Each							
f.	3XL	Each							
g.	4XL	Each							
h.	Special Size	Each							
<b>5.</b>	<b>Rain Suits with 50mm wide Reflective Tape</b>		<b>800</b>						
a.	Small	Each							
b.	Medium	Each							
c.	Large	Each							
d.	XL	Each							
e.	2XL	Each							
f.	3XL	Each							
g.	4XL	Each							
h.	Special Size	Each							
SIGNATURE				NAME (PRINT)				DATE	
CAPACITY				NAME OF FIRM					

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
<b>6.</b>	<b>Freezer Jackets</b>							
a.	Small	Each						
b.	Medium	Each						
c.	Large	Each						
d.	XL	Each						
e.	2XL	Each						
f.	3XL	Each						
g.	4XL	Each						
h.	Special Size	Each						
<b>7.</b>	<b>Chainsaw Jackets</b>							
a.	Small	Each						
b.	Medium	Each						
c.	Large	Each						
d.	XL	Each						
e.	2XL	Each						
f.	3XL	Each						
g.	4XL	Each						

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

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MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
<b>8.</b>	<b>Chainsaw Pants (Russo or similar)</b>							
a.	Small	Each						
b.	Medium	Each						
c.	Large	Each						
d.	XL	Each						
e.	2XL	Each						
f.	3XL	Each						
g.	4XL	Each						
<b>9.</b>	<b>Safety Boots: Lemaitre or Similar</b>		<b>1380</b>					
a.	Size 3	Pair						
b.	Size 4	Pair						
c.	Size 5	Pair						
d.	Size 6	Pair						
e.	Size 7	Pair						
f.	Size 8	Pair						
g.	Size 9	Pair						
h.	Size 10	Pair						
SIGNATURE				NAME (PRINT)			DATE	
CAPACITY				NAME OF FIRM				

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
i.	Size 11	Pair						
j.	Size 12	Pair						
<b>10.</b>	<b>Gents Safety Shoes: Lemaitre or Similar</b>		<b>160</b>					
a.	Size 4	Pair						
b.	Size 5	Pair						
c.	Size 6	Pair						
d.	Size 7	Pair						
e.	Size 8	Pair						
f.	Size 9	Pair						
g.	Size 10	Pair						
h.	Size 11	Pair						
i.	Size 12	Pair						
<b>11.</b>	<b>Ladies Safety Shoes</b>		<b>80</b>					
a.	Size 3	Pair						
b.	Size 4	Pair						
c.	Size 5	Pair						
d.	Size 6	Pair						

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
e.	Size 7	Pair						
f.	Size 8	Pair						
g.	Size 9	Pair						
h.	Size 10	Pair						
i.	Size 11	Pair						
j.	Size 12	Pair						
<b>12.</b>	<b>Gumboots – Steel Toe Cap</b>		<b>250</b>					
a.	Size 3	Pair						
b.	Size 4	Pair						
c.	Size 5	Pair						
d.	Size 6	Pair						
e.	Size 7	Pair						
f.	Size 8	Pair						
g.	Size 9	Pair						
h.	Size 10	Pair						
i.	Size 11	Pair						
j.	Size 12	Pair						
SIGNATURE					NAME (PRINT)			DATE
CAPACITY					NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT	
<b>13.</b>	<b>Gumboots – No Steel Toe Cap</b>								
a.	Size 3	Pair							
b.	Size 4	Pair							
c.	Size 5	Pair							
d.	Size 6	Pair							
e.	Size 7	Pair							
f.	Size 8	Pair							
g.	Size 9	Pair							
h.	Size 10	Pair							
i.	Size 11	Pair							
j.	Size 12	Pair							
<b>14.</b>	<b>Gloves</b>								
<b>a.</b>	<b>PVC Gloves (See item 14.a. above for specifications)</b>								
i.	PVC Gloves with Knitted Wrist Attached (Medium Weight)	Pair	1836						
ii.	PVC Elbow Length Gloves, Gauntlet 35cm (Heavy Weight)	Pair	276						
iii.	PVC Shoulder Length Gloves, Gauntlet 60cm (35cm PVC Glove With Attached Yellow Splash Guard, Elasticated)	Pair	96						
SIGNATURE					NAME (PRINT)			DATE	
CAPACITY					NAME OF FIRM				



	Item Description	Unit of Issue	Estimated Quantity per Annum	Lead Time	Manufacturer	KLEINMOND Price per Unit Excl. VAT	HERMANUS Price per Unit Excl. VAT	GANSBAAI Price per Unit Excl. VAT
b.	Crayfish Gloves – poly cotton knitted glove with rubber palm coating	Pair	3156					
c.	Disposable Latex Gloves (sizes S to XL)	Per Box of 100pcs	1836					
d.	Weed Eater Work Gloves (Stihl or similar)	Pair						
e.	Chainsaw Gloves (Stihl or similar)	Pair						
15.	<b>Wide Navy Blue Brim (Outdoor) Hat WITH LOGO</b>	Each						
16.	<b>Dust Masks and Respirators</b>							
a.	Disposable Particulate Respirator (Dust masks) per Box of 20 (3M or similar)	Per Box of 20 pcs	40					
b.	Welding Respirator (3M or similar)	Each	12					
c.	Solvent and Chemical Respirator (3M or similar)							
17.	<b>Face Shields and Visors</b>							
a.	Face Shield: Complete with Clear Visor	Each	140					
b.	Replacement Visor For Face Shield (Clear)	Each	100					
c.	Safety Visor & Ear Muaffs	Each						
18.	<b>Clear Lens Safety Spectacles With Moulded Side Shields</b>	Each	240					
19.	<b>Corded Ear Plugs (3M or similar)</b>	Pair						

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY		NAME OF FIRM			



**16. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS**

**NOTE:**

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

**PART 1 (To be completed by the TENDERER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the Overstrand Municipality** in accordance with the requirements and specifications stipulated in tender number **SC1596/2015: SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING FOR A CONTRACT PERIOD ENDING 30 JUNE 2018**, at the price(s) quoted below / as per pricing schedule. 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:  
Bidding documents, viz
  - (a) Invitation to bid
  - (b) Tax clearance certificate
  - (c) Pricing schedule(s)
  - (d) Technical Specification(s)
  - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
  - (f) Declaration of interest
  - (g) Special Conditions of Contract; and
  - (h) General Conditions of Contract.
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 goods and/or works 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 fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment 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 - PURCHASE OF GOODS/WORKS**

**PART 2 (To be completed by OVERSTRAND MUNICIPALITY)**

1. I, \_\_\_\_\_,  
 in my capacity as \_\_\_\_\_, accept your bid under  
 reference number \_\_\_\_\_, dated \_\_\_\_\_,  
 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
  
2. An official order indicating delivery instructions is forthcoming.
  
3. I undertake to make payment for the goods/works delivered in accordance with the terms and  
 conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the  
 delivery note.
  
4. I confirm that I am duly authorized to sign this contract.

SIGNED AT \_\_\_\_\_ on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

<b>TO BE COMPLETED BY THE OVERSTRAND MUNICIPALITY</b>		
SIGNATURE:		<b>OFFICIAL STAMP:</b>
NAME (PRINT):		
WITNESS 1:		
WITNESS 2:		

<b>17. DECLARATION BY TENDERER</b>
------------------------------------

I / We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document 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* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

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 specified in the tender documents and that the price(s) 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.

I / We furthermore confirm that my / our offer remains binding upon me / us and open for acceptance by the Purchases / Employer during the validity period indicated and calculated from the closing date of the bid.

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



## PART C – DATABASE REGISTRATION

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

<b>B</b>	<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:</b>		
1	Database Registration Form		
2	Questionnaire For Preferential Procurement Policy		
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**

<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
<b>1</b>	<b>Database Registration Form</b>	Yes		No	
<b>2</b>	<b>Questionnaire For Preferential Procurement Policy</b>	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
<b>3</b>	<b>Declaration By Supplier</b>	Yes		No	
<b>4</b>	<b>National Small Business Act No. 102 Of 1996 Classification</b>	Yes		No	
<b>5</b>	<b>Nature Of Operations, Products Or Services</b>	Yes		No	
<b>6</b>	<b>Credit Order Instruction</b>	Yes		No	
<b>7</b>	<b>Documents Required:</b>				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
<b>8.</b>	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					





**PREFERENTIAL PROCUREMENT REGULATIONS 2011**

**(a) POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION**

i. 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

- ii. 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. 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.
- vii. 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.
- viii. 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.

**(b) BID DECLARATION**

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

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

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

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

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

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



**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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				
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	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

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

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

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

6. a member of –
  - 6.1. any municipal council;
  - 6.2. any provincial legislature; or
  - 6.3. the national Assembly or the national Council of provinces;
7. a member of the board of directors of any municipal entity;
8. an official of any municipality or municipal entity;
9. 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);
10. a member of the accounting authority of any national or provincial public entity; or
11. an employee of Parliament or a provincial legislature.

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

**In our dealings with the Overstrand Local Municipality we commit to uphold high standards of ethics. Among other things this means:**

- We will be honest and deal in good faith;
- We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
- We will not engage in any form of corruption (e.g. paying bribes, giving kickbacks); We will not give gifts to municipal officials or councillors;
- We will not be involved in collusion with other service providers (i.e. price-fixing);
- We will ensure that all information we submit to the municipality is accurate and truthful (e.g. we will not engage in B-BBEE fronting).
- We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
- We will ensure to comply with legislative requirements applicable.
- We will inform the Overstrand of any unethical behaviour known, either from other suppliers or Overstrand officials, supported by the protection of our Whistle Blowing policy.
- We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

**This is our commitment to help build an ethical Overstrand.**

<b>Name of Company:</b>	
<b>Name of authorised person:</b>	
<b>Signature:</b>	
<b>Date:</b>	

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

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

**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

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

PRIMARY FUNCTION:		SECONDARY FUNCTION:	
<b>PRODUCTS</b>	<input type="checkbox"/>	<b>PRODUCTS</b>	<input type="checkbox"/>
<b>SERVICES</b>	<input type="checkbox"/>	<b>SERVICES</b>	<input type="checkbox"/>
<b>LABOUR</b>	<input type="checkbox"/>	<b>LABOUR</b>	<input type="checkbox"/>
<b>EQUIPMENT</b>	<input type="checkbox"/>	<b>EQUIPMENT</b>	<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 yemali eqcniweyo
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 iinkukacha zentlawulo. Ndi/Siya kumazisa umasipala xa iinkukacha zebhanki yam zitshintshile kwaye ndiza kubanika isaziso seentsuku ezingama-30 ndisithumele ngeleta erejistarishiweyo.
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GEMAGTIGDE HANDTEKENING / AUTHORISED SIGNATURE / USAYINO OLUGUNYAZISIWEYO	
VOORLETTERS EN VAN / INITIALS AND SURNAME / OONOBUMBA BOKUQALA BEGAMA KUNYE NEFANI	
TELEFOONNOMMER / TELEPHONE NUMBER / INOMBOLO YEFOWUNI	DATUM / DATE / UMHLA

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

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

**FOR OFFICE USE ONLY:**

<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			