



TENDER NO.: SC1689/2016

**SUPPLY AND ERECTING OF FENCES ON AN “AS AND WHEN” BASIS IN
OVERSTRAND AREA**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT)	<i>REFER TO PRICING SCHEDULE – PAGES 65 TO 77</i>

ANNUAL ESCALATION (REFER TO PAGE 77)	%
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SEPTEMBER 2016

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

De Wet Nel
Manager: Operational Services, Hermanus
Tel. Number: **028 313 8117**

KLEINMOND Private Bag X3 Kleinmond; 7195 Tel: 028 271 8100 Fax: 028 271 4678	HERMANUS PO Box 20 Hermanus; 7200 Tel: 028 313 8000 Fax: 028 313 8048	STANFORD PO Box 84 Stanford; 7210 Tel: 028 341 0640 Fax: 028 341 0445	GANSBAAI PO Box 26 Gansbaai; 7220 Tel: 028 384 0111 Fax: 028 384 0241
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TENDER DETAILS						
TENDER NUMBER:	SC1685/2016					
TENDER TITLE:	SUPPLY AND ERECTING OF FENCES ON AN "AS AND WHEN" BASIS IN OVERSTRAND AREA					
CLOSING DATE:	2016/11/04		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	2016/10/14	TIME:	10H00	COMPULSORY:	YES
SITE MEETING ADDRESS:	OVERSTRAND CIVIC CENTRE, 2 MAGNOLIA AVE, HERMANUS					
CIDB GRADING REQUIRED:	YES	LEVEL AND CATEGORY:	2SQ OR HIGHER			
BID BOX NO:	1	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:	90	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:			

DATE:	
SIGNATURE OF TENDERER:	
CAPACITY UNDER WHICH THIS BID IS SIGNED:	

PLEASE NOTE:

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:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	De Wet Nel	028 313 8117
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	A Moore	028 313 8974
	L du Preez	028 313 8147

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

1. CHECKLIST

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

Certificate of Clarification Meeting Attendance – Is the form duly completed and signed by both tenderer and agent of the Overstrand Municipality?	Yes	No	
Authority to Sign a Bid – Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Authority to sign for a Joint venture - Bid – Is the form duly completed and is a certified copy of the resolution attached?	Yes	No	
Tax Clearance Certificate – Is an ORIGINAL and VALID Tax Clearance Certificate attached?	Yes	No	
MBD 4 (Declaration of Interest) – Is the form duly completed and signed?	Yes	No	
MBD 6.1 (Preference Points claim form for purchases/services) – Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate attached?	Yes	No	
MBD 8 (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed?	Yes	No	
MBD 9 (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	Yes	No	
MBD 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	Yes	No	
MBD16 (Key Performance Indicators) – Is the form duly completed and signed?	Yes	No	
OHASA (Occupational Health and Safety) – Is the form duly completed and signed? Is a valid Letter of Good Standing from the Compensation Commissioner attached?	Yes	No	
Form of Indemnity – Is the form duly completed and signed?	Yes	No	
Specifications – Is the form duly completed and signed?	Yes	No	
Schedule of Work Experience of Tenderer – Is the form duly completed and signed?	Yes	No	
Pricing Schedule – Is the form duly completed and signed?	Yes	No	
MBD 7.2 (Contract form – Services) – Is the form duly completed and signed?	Yes	No	
DATA BASE REGISTRATION – Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1689/2016****SUPPLY AND ERECTING OF FENCES ON AN “AS AND WHEN REQUIRED” BASIS IN THE OVERSTRAND AREA**

Tenders are hereby invited for the **Supply and erecting of fences on an “as and when required” basis in the Overstrand area.**

Tender documents, in English, are obtainable from **Friday, 30 September 2016**, 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 **R167-00** per set. Alternatively the document may be downloaded free of charge from the website: www.overstrand.gov.za .

Sealed tenders, with: **“Tender No.:SC1689/2016:Supply and erecting of fences on an “as and when required” basis in the Overstrand area.”** clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

A compulsory information session will be held at **10h00** on **Friday, 14 October 2016** at the **Banqueting Hall, Magnolia Avenue, Hermanus.**

Tenderers should have an estimated **CIDB** contractor grading of at least **2SQ** or higher.

The closing date and time of the tender is on **04 November 2016** 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.

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

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

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3. CLARIFICATION MEETING CERTIFICATE

I / We*, the undersigned, certify that I / we* have examined the Site for the Works and its surroundings for which I / we* am / are* submitting this Tender and have, as far as practicable possible, familiarized myself / ourselves* with all information, risks, contingencies and other circumstances which may influence or affect my / our* tender.

* Delete whichever is inapplicable

NAME & SURNAME			
CAPACITY			
NAME OF FIRM			
ADDRESS			
TELEPHONE NO		FAX NO:	
E-MAIL		SIGNATURE	

SIGNED FOR AND ON BEHALF OF OVERSTRAND MUNICIPALITY	
NAME AND SURNAME	
DATE	



4. 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:	



5. CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

This returnable schedule is to be completed by JOINT VENTURES

We, the undersigned, are submitting this tender offer in joint venture and hereby authorize Mr./Ms. _____

 authorized signatory of the Company/Close Corporation/Partnership (name) _____
 _____, acting in the capacity of lead partner, to
 sign all documents in connection with the tender offer and any contract resulting from it on our behalf.

(i) Name of firm (Lead partner)			
Address			
		Tel. No.	
Signature		Designation	

(ii) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

(iii) Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

(iv) Name of firm			
Address			
		Tel. No.	
Signature		Designation	

NOTE: A copy of the Joint Venture Agreement showing clearly the percentage contribution of each partner to the Joint Venture, shall be appended to this Schedule.

6. STANDARD CONDITIONS OF TENDER

F.1 General

F.1.1 Actions

F.1.1.1 The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

F.1.1.2 The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note

- 1) *A conflict of interest may arise due to a conflict of roles, which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*
- 2) *Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty, which would in any way, affect any decisions taken.*

F.1.1.3 The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

F.1.2 Tender Documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

F.1.3 Interpretation

F.1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

F.1.3.2 These conditions of tender, the tender data and tender schedules, which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

F.1.3.3 For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;

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- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

F.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

F.1.5 Cancellation and Re-Invitation of Tenders

F.1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or
- (c) no acceptable tenders are received.

F.1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

F.1.6 Procurement procedures

F.1.6.1 General

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

F.1.6.2 Competitive negotiation procedure

F.1.6.2.1 Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

F.1.6.2.2 All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

F.1.6.2.3 At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

F.1.6.2.4 The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

F.1.6.3 Proposal procedure using the two stage-system

F.1.6.3.1 Option 1

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

F.1.6.3.2 Option 2

F.1.6.3.2.1 Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

F.1.6.3.2.2 The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

F.2 Tenderer's obligations

F.2.1 Eligibility

F.2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

F.2.1.2 Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

F.2.2 Cost of tendering

F2.2.1 Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F2.2.2 The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

F.2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

F.2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

F.2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

F.2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

F.2.7 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

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F.2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

F.2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

F.2.10 Pricing the tender offer

F.2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

F.2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.

F.2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

F.2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

F.2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

F.2.12 Alternative tender offers

F.2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

F.2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

F.2.12.3 An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

F.2.13 Submitting a tender offer

F.2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

F.2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

F.2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

F.2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

F.2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

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F.2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked “financial proposal” and place the remaining returnable documents in an envelope marked “technical proposal”. Each envelope shall state on the outside the employer’s address and identification details stated in the tender data, as well as the tenderer’s name and contact address.

F.2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer’s address and identification details as stated in the tender data.

F.2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

F.2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

F.2.14 Information and data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

F.2.15 Closing time

F.2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

F.2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

F.2.16 Tender offer validity

F.2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

F.2.16.2 If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.2.16.3 Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer’s agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.2.16.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as “SUBSTITUTE”.

F.2.17 Clarification of tender offer after submission

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.

Note: *Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

F.2.18 Provide other material

F.2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer’s commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer’s request, the employer may regard the tender offer as non-responsive.

F.2.18.2 Dispose of samples of materials provided for evaluation by the employer, where required.

F.2.19 Inspections, tests and analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

F.2.20 Submit securities, bonds and policies

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

F.2.21 Check final draft

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

F.2.22 Return of other tender documents

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

F.2.23 Certificates

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

F.3 The employer's undertakings**F.3.1 Respond to requests from the tenderer**

F.3.1.1 Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

F.3.1.2 Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

F.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until three days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all tenderers who drew documents.

F.3.3 Return late tender offers

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

F.3.4 Opening of tender submissions

F.3.4.1 Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.3.4.2 Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its B-BBEE status level and time for completion for the main tender offer only.

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F.3.4.3 Make available the record outlined in F.3.4.2 to all interested persons upon request.

F.3.5 Two-envelope system

F.3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

F.3.5.2 Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any points claimed on B-BBEE status level. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

F.3.6 Non-disclosure

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

F.3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

F.3.8 Test for responsiveness

F.3.8.1 Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

F.3.8.2 A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

Reject a non-responsive tender offer, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

F.3.9 Arithmetical errors, omissions and discrepancies

F.3.9.1 Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

F.3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

F.3.11 Evaluation of tender offers

F.3.11.1 General

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

F.3.11.2 Method 1: Price and Preference

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for BBEE contribution
- 3) Add the points scored for price and BBEE.

F.3.11.3 Method 2: Functionality, Price and Preference

In the case of a functionality, price and preference:

- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have received the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 5 below.

The 80/20 point system for acquisition of services, works or goods up to Rand value of R1 million.

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tender (including price quotation) with a rand value equal to, or above R30 000 and up to Rand value of R1 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

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- 4) (a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- 4) (b) Subject to subparagraph (4)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	20
2	18
3	16
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

- 4) (c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)
- 4) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (4)(b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).
- 4) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, July 2015”, the contract must be awarded to the tender who scores the highest total number of points.

The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R1 million

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R1 000 000 (all applicable taxes included):

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

Where:

P_s = Points scored for comparative price of tender or offer under consideration;

P_t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer.

- 5) (b) Subject to subparagraph (5)(c), points must be awarded to a tender for attaining the B-BBEE status level of contributor in accordance with the table below:

B-BBEE status level of contributor	Number of points
1	10
2	9
3	8
4	5
5	4
6	3
7	2
8	1
Non-compliant contributor	0

- 5) (c) A maximum of 10 points may be allocated in accordance with subparagraph (5)(b).
- 5) (d) The points scored by tender in respect of B-BBEE contribution contemplated in subparagraph (5)(a) must be added to the points scored for price as calculated in accordance with subparagraph (5)(a).
- 5) (e) Subject to paragraph 4.3.8 of “Standard for Uniformity in Procurement, July 2015”, the contract must be awarded to the tender who scores the highest total number of points.

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F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where:

N_{FO} = the number of tender evaluation points awarded for price.

W_1 = the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.

A = a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

Table F.1: Formulae for calculating the value of A

Formula	Comparison aimed at achieving	Option 1 ^a	Option 2 ^a
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
	^a P_m = is the comparative offer of the most favourable comparative offer. P = is the comparative offer of the tender offer under consideration.		

F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences. Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

F.3.11.9 Scoring functionality

Score each of the criteria and sub-criteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times SO / MS$$

Where:

SO = the score for quality allocated to the submission under consideration;

MS = the maximum possible score for quality in respect of a submission; and

W_2 = the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

F.3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

F.3.13 Acceptance of tender offer

Accept the tender offer; if in the opinion of the employer, it does not present any risk and only if the tenderer:

- is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- has the legal capacity to enter into the contract,

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- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

F.3.14 Prepare contract documents

F.3.14.1 If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

F.3.14.2 Complete the schedule of deviations attached to the form of offer and acceptance, if any.

F.3.15 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

F.3.16 Notice to unsuccessful tenderers

F.3.16.1 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

F.3.16.2 After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

F.3.17 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

F.3.18 Provide written reasons for actions taken

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information, which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

F.3.19 Transparency in the procurement process

F.3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i-Tender system.

F.3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F.3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F.3.19.4 The client must publish the information on a quarterly basis, which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title

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- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees. F3.19.7 The information must be published on the employer’s website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

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7. 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 invoices must be forwarded to the following address:

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 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
- 12.3. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the municipality.
- 12.4. 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.
- 12.5. 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.

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8. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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9. MBD 4 – DECLARATION OF INTEREST

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

3.1.	Full Name of bidder or his or her representative														
3.2.	Identity Number														
3.3.	Position occupied in the Company (director, shareholder ² etc.)														
3.4.	Company Registration Number														
3.5.	Tax Reference Number														
3.6.	VAT Registration Number														
3.7.	Are you presently in the service of the state?	YES		NO											
3.7.1.	If so, furnish particulars:														
3.8.	Have you been in the service of the state for the past twelve months?	YES		NO											
3.8.1.	If so, furnish particulars:														

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

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.

² "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.



3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	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?	YES		NO	
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 ³ 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			

³ 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.



10. 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:

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

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:

6.1.1. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1	
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

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



9. I / we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
- 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:			

FOR INFORMATION PURPOSES ONLY

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

1. EMEs

1.1. The following will be accepted:

- 1.1.1. Affidavit by the EME regarding B-BBEE Status
- 1.1.2. 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.
- 1.1.3. ORIGINAL and valid B-BBEE status level verification certificate OR A CERTIFIED COPY thereof, substantiating their B-BBEE rating issued by a Verification Agency accredited by SANAS.
- 1.2. A Certificate issued by an Auditor or Accounting Officer will be issued on his or her letterhead with the practice number, IRBA registration number and contact number clearly specified on the face of the Certificate.
 - 1.2.1. When confirming the validity of such a certificate, the following should be detailed on the face of the certificate:
 - 1.2.1.1. The Auditor's / Accounting Officer's letterhead with **FULL contact details**;
 - 1.2.1.2. The Auditor's / Accounting Officer's **practice number**;
 - 1.2.1.3. The name and **physical location of the measured entity**;
 - 1.2.1.4. The registration number and, where applicable, the VAT number of the measured entity;
 - 1.2.1.5. **The date of issue and date of expiry**;
 - 1.2.1.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
 - 1.2.1.7. The **total black shareholding** and **total black female shareholding**.

1. 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.



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

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be rejected if that bidder, or any of its directors have:
 - 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>	Yes	No
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <i>(To access this Register enter the National Treasury’s website, www.treasury.gov.za, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).</i>	Yes	No
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes	No
4.3.1	If so, furnish particulars:		



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



12. 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).⁴ 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;

⁴ 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 consortium⁵ 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			

⁵ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



13. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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;">COMMISSIONER OF OATHS</p> <p>Signed and sworn to before me at _____, on this _____ day of _____ 20__</p> <p>by the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.</p> <p>COMMISSIONER OF OATHS:-</p> <p>Position: _____</p> <p>Address: _____</p> <p>Tel: _____</p>	<p style="text-align: center;">Apply official stamp of authority on this page:</p>
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14. 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>			
SIGNATURE			NAME (PRINT)
CAPACITY			DATE
NAME OF FIRM			
WITNESS 1			WITNESS 2



**15. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, 1993
(ACT 85 OF 1993)**

INTRODUCTION

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

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

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

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

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

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

Overstrand Municipality has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

Contractor’s registration number with the office of the Compensation Commissioner:	
--	--

NOTE:
A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing must be handed in, in this regard.

PRINT NAME:			
CAPACITY:		Name of firm	
SIGNATURE:		DATE:	



WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

_____ *(Name of the MANDATORY)*

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

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

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

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

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



16. FORM OF INDEMNITY

INDEMNITY

Given by (Name of Company) _____
of (registered address of Company) _____
a company incorporated with limited liability according to the Company Laws of the Republic of South Africa (hereinafter called the Contractor), represented herein by (Name of Representative) _____
_____ in his capacity as (Designation) _____
of the Contractor, is duly authorised hereto by a resolution dated _____/20____,
to sign on behalf of the Contractor.

WHEREAS the Contractor has entered into a Contract dated _____ / 20____,
with the Municipality who require this indemnity from the Contractor.

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

SIGNATURE OF CONTRACTOR:	
DATE:	
SIGNATURE OF WITNESS 1:	
DATE:	
SIGNATURE OF WITNESS 2:	
DATE:	



17. CERTIFICATE OF REGISTRATION WITH CIDB

CIDB Contractor Registration Certificate

A Certificate of Contractors Registration issued by the Construction Industry Development Board (CIDB) shall be attached to this schedule.

Where a tenderer satisfies CIDB Contractor Grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PART B – SPECIFICATIONS AND PRICING SCHEDULE



18. SPECIFICATIONS

1. INTRODUCTION

Tenders are herewith invited for the supply, delivery & erection of various fencing types in the Overstrand area (from Rooi Els to Pearly Beach) on an “as and when required” basis.

Sections	Fencing types	Materials to be used
Section 1	Welded mesh Fencing	Wooden posts and stays
		Galvanized posts and stays
Section 2	Barb Wire and Smooth Wire Fencing	Wooden posts and stays
Section 3	Diamond Mesh Fencing	Wooden posts and stays
		Galvanized posts and stays
Section 4	Welded Razor Mesh	Wooden posts and stays
		Galvanized posts and stays
Section 5	Vibracrete Fencing	Vibracrete slabs and poles
Section 6	Palisade Fencing	Galvanized Palisade
Section 7	Betafence or Similar	PVC Coated galvanized poles and panels
		Nylofor Medium PVC coated poles and panels or similar
Section 8	Sliding Gates	Galvanized Gates
Section 9	ClearVu fencing or Similar	Cochrane posts and panels or similar

2. BACKGROUND

Existing fences are vandalized, broken, replaced or new fences are being erected “as and when tender required”.

3. SCOPE

The general specifications are to be read in conjunction with the relevant specification for each fencing type as listed on the pricing schedules. Tenderers should comply with these general conditions unless otherwise directed by the project manager.

PLEASE NOTE: All technical specifications listed below are the minimum product requirements.

4. MINIMUM REQUIREMENTS (schedule on Page 63)

4.1. Tenderers need to complete the minimum requirements schedule and supply sufficient proof of the following:

- 4.1.1.** The tenderer must have successfully completed at least 5 projects in the supply and erecting of fences with references.
- 4.1.2.** The tenderer must have at least 1 long wheel base light delivery vehicle or light delivery truck and they must supply a certified copy of a road worthy certificate for these vehicle/s.
- 4.1.3.** Vehicle Registration Documents (certified Copies to be supplied).
- 4.1.4.** The tenderer must have a CIDB grading of **2SQ or higher** for fencing, precast concrete or steel fencing.
- 4.1.5.** Must have a valid letter of good standing in terms of COIDA and/or proof of registration.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



5. GENERAL

5.1. The period of the contract

From date of signing of contract to 30 June 2019.

5.2. The place of installation and/or commissioning

Overstrand area

5.3. Validity period of tender/quotation

The tender must be valid for a period of 90 days from closing date.

5.4. Compulsory information/clarification meeting

A compulsory information/clarification meeting will be held at 10H00 on 14 October 2016 in the Banquet Hall, Magnolia Ave, Hermanus.

5.5. Minimum CIDB Contractor grading

2SQ or higher for fencing, precast concrete, palisade or steel fencing.

5.6. Pricing

Rates must include transport, labour and materials except for adhoc/minor repair/general works where tenderers will have to submit quotes separately for transport, materials and labour as per rates.

6. GENERAL/TECHNICAL REQUIREMENTS (RELEVANT TO ALL FENCING TYPES)

6.1. All completed fences shall be plumb, taut to line and ground contour, with all posts, standards and stays firmly set.

6.2. Removal of Existing Fences

Contractor will be responsible to remove and dispose of existing fence if the fence needs to be replaced. If old fence is still in a condition to be used elsewhere it needs to be transported to the municipal stores for safekeeping. Contractor must provide a price per running meter to remove and dispose of existing fence and poles.

6.3. Site works

The Contractor shall, on completion of each section of fence, remove all cut-offs and other loose wire so as not to create a hazard. The contractor must remove and dispose of any spoil materials and rocks and leave the works neat and tidy on completion. Contractors need to provide a rate for rock excavation per cubic meter in the pricing schedule.

6.4. Ad-hoc / Minor Repairs / General works

This is work that needs to be done on fences that are still in fairly good condition but need minor repairs or adjustments. This would include fixing holes in fences, straightening fencing, wires and replanting of poles. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up + will have to supply us with labour prices in order to do the works based on the various labour components that will be used ex. Foreman/driver, Artisans, semi-skilled labour and general labourer to complete the works.

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6.5. Establishment & Penalties

The construction period for each project will be agreed upon by both parties, before construction commences. Should the works not be completed within the agreed upon period a penalty of R 500/day will apply for each day in breach. Quality of materials and the use of the correct materials is important, if the project manager finds that sub-standard work or materials is been used the contractor will have to rectify his errors at his own expenses within an agreed period of time before payment will be made to the contractor. Failure to comply may lead to the tender being cancelled by the municipality.

6.6. Escalation

Prices must be fixed for the first year of the contract period from date of commencement. Thereafter, to a maximum of 6% escalation per year will be allowed until the end of the contract period on 30 June 2019.

6.7. Compliance with Occupational Health and Safety Act 1993

6.7.1. Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2003 issued in terms of Section 43 of the Act. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith. The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatory that performs work on behalf of the employer on his/her premises. A “mandatory” is defined in the said Act as:- “Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user”

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

6.7.3. In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found to be non-compliant with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

7. GENERAL FENCING SPECIFICATIONS AND DIFFERENT FENCING MATERIALS

7.1. Timber Posts, Galvanized poles, stays and intermediate poles (For Sections 1, 2, 3, 4)

7.1.1. All timber posts and stays must be manufactured to SABS 457 specifications and CCA treated to SABS CCA H4 specifications.

7.1.2. All posts (timer and galvanized) to be planted in concrete (15Mpa).

7.1.3. Intermediate posts (timber and galvanized) to be planted at a maximum c/c distance of 3metres.

7.1.4. After posts have been firmly set in accordance with the foregoing requirements, the fence wire shall be attached thereto.

7.1.5. Straining posts (timber and galvanized) shall be erected at all ends, corners and bends in the line of fences and at all junctions with other fences.

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- 7.1.6. All posts (timber and galvanized) shall be accurately aligned and set plumb.
 - 7.1.7. Intermediate poles for smooth wire and barb wire fences 1.2 meter high Y-standards of suitable length and encased in concrete footings of 200mm x 200mm x 500mm deep can be used.
 - 7.1.8. Timber corner posts and stays for 1.2m & 1.8m high fences to be 80-100mm Pine tapered poles:
 - 7.1.9. For 1.2m high fences – poles to be 1.8 meter in length.
 - 7.1.10. For 1.8m high fences – poles to be 2.4 meter in length.
 - 7.1.11. For 1.8m high fences with flat wrap on top the poles need to be 3 meter in length to leave enough space for the flat wrap to be tied on and not to make use of brackets or extensions.
 - 7.1.12. Timber corner posts and stays for 2.4 high fences to be 100-120mm Pine tapered poles: For 2.4m high fences – poles to be 3.0 meter lengths.
 - 7.1.13. Intermediate timber poles will vary for each different height of fence:
 - (a) For 1.2m high fences – poles to be 50-79mm in diameter.
 - (b) For 1.8m high fences – poles to be 80-100mm in diameter.
 - (c) For 1.8 high fences with flat wrap on top - poles to be 80-100mm in diameter.
 - (d) For 2.4m high fences – poles to be 100-120mm in diameter.
- 7.2. Galvanized fencing poles and stays: (For Sections 1, 2, 3, 4)**
- 7.2.1. Galv Int Post 1800mm x 48.5mm
 - 7.2.2. Galv Int Post 2400mm x 48.5mm
 - 7.2.3. Galv Int Post 3000mm x 48.5mm
 - 7.2.4. Galv Int Post 2400mm x 48.5 + 450mm
 - 7.2.5. Galv Int Post 3000mm x 48.5 + 450mm
 - 7.2.6. Galv Stay 1800mm x 48.5mm
 - 7.2.7. Galv Stay 2400mm x 48.5mm
 - 7.2.8. Galv Stay 3000mm x 48.5mm
 - 7.2.9. Galv Straining Post 1800mm x 76mm
 - 7.2.10. Galv Straining Post 2400mm x 76mm
 - 7.2.11. Galv Straining Post 3000mm x 76mm
 - 7.2.12. Galv Straining Post 2400mm x 76 + 450mm
 - 7.2.13. Galv Straining Post 3000 mm x 76 + 450mm
 - 7.2.14. Galv Corner Post 1800mm x 101mm
 - 7.2.15. Galv Corner Post 2400 mm x 101mm
 - 7.2.16. Galv Corner Post 3000mm x 101mm
 - 7.2.17. Galv Corner Post 2400mm x 101mm + 450mm
 - 7.2.18. Galv Corner Post 3000 mm x 101mm + 450mm
- 7.3. Foundations (For Sections 1, 2, 3, 4, 5, 6, 7, 9)**
- 7.3.1. Foundations shall vary for different types of fences:
 - 7.3.2. Foundation sizes for 1.2m high fences: 300mm x 300mm x 500mm deep.
 - 7.3.3. Foundation sizes for 1.8m high fences: 400mm x 400mm x 600mm deep.
 - 7.3.4. Foundation sizes for 2.4m high fences: 400mm x 400mm x 600mm deep.

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7.4. Bolts for Stays (For Sections 1, 2, 3, 4)

All bolts for stays shall be galvanized steel bolts of the required length and diameter, which shall not be less than 12mm diameter. All the necessary bolts together with nuts and washers must be supplied by the contractor. Above mentioned items must be hot dipped galvanized in accordance with SANS 763 type C1.

7.5. Galvanized fencing wire staples (For Sections 1, 2, 3, 4)

40mm in length, 4.00mm in diameter could alternatively be used instead of binding wire to fix fencing and wire to poles.

7.6. Wire (For Sections 1, 2, 3, 4)

7.6.1. Smooth wire shall comply with the requirements of SANS 675 and shall be of the types specified below:

7.6.2. Fencing wire shall be 3.15mm diameter heavy-duty galvanized wire to SANS 675

7.6.3. Specification or in the case of PVC coated fences PVC coated wire must be used. Tying wire shall be 2mm diameter mild steel heavy galvanized wire or PVC coated for tying fencing wire to post and droppers and 1.6mm mild steel heavy galvanized wire or PVC coated for tying netting and mesh wire to fencing wire.

7.6.4. All fencing wire shall be wired to the sides of posts to prevent the wires from being displaced or becoming loose. The wire shall be carefully stretched and hung without sag, and with true alignment, care being exercised not to stretch the wire so tightly that it will break or that end, corner, straining posts will be pulled up.

7.6.5. Each strand of fencing wire shall be securely fastened in the correct position to each post with soft galvanized binding wire or wire staples. The binding wire for each horizontal fence wire shall pass through a hole or notch in the post to prevent slipping of the fence wire in a vertical direction, while the ends of the wire shall be wound at least four times around the fencing wire to prevent it moving in a vertical direction.

7.7. Galvanized Welded Mesh (1.2m, 1.8m, 2.4m) (For Sections 1, 2, 3, 4, 5)

Weld mesh 50mm x 50mm x 3.15mm (class C) thick shall be used. The welded mesh shall comply with the requirements of SANS 1024. Weld mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

7.8. Anti-climb Welded Razor mesh fencing (2.4m) and Standard and High Density Welded Razor Mesh (2.4m) (Cochrane or similar) (For Section 4)**Spacing and panel sizes for Welded Razor Mesh**

Item	Description	Width	Height
7.8.1.	Standard:		
(a)	Centre to Centre	150mm	300mm
(b)	Aperture	125mm	250mm
7.8.2.	High density:		
(a)	Centre to Centre	75mm	150mm
(b)	Aperture	50mm	95mm
(c)	Panel size	6m	2400mm

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7.9. Barb Wire Fences and Smooth wire fence (1.2m, 1.8m, 2.4m) (For Sections 1, 2, 3, 4)

7.9.1. Barb Wire 2 x 2.00mm diameter wire to be used and must be fully galvanized. Smooth wire 4mm diameter stainless steel wire to be used. Wire must comply with the SANS requirements. The number of strands of fence wires varies from 6 for a 1.2 meter high fence, 9 for a 1.8 meter high fence and 12 for a 2.4 meter high fence. Barb wire shall be stretched and securely fastened to the fence poles. Fence wires may be either barbed wire or smooth wire or a combination of barbed and smooth wire.

7.9.2. Items 1.22 & 3.27 on the pricing schedule require that 1 Strand Barb Wire be erected on top of a Welded Mesh Fence and Diamond mesh fence and must be priced accordingly.

7.10. Galvanized Diamond Mesh Fences (1.2m, 1.8m, 2.4m, 3m) (For Section 3)

Aperture 50 x 50mm, wire diameter 3.15mm, fully galvanized and must comply with SANS requirements. Mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

7.11. Plastic coated Diamond Mesh Fences (1.2m, 1.8m, 2.4m, 3m) (For Section 3)

Aperture 50 x 50mm, wire diameter 3.15mm, fully galvanized and plastic coated and must comply with SANS requirements. Mesh shall be stretched against the fence and properly tied to the fencing wire. Weld mesh shall be secured by means of soft binding wire at 1.0m centres along all the fencing wires.

7.12. Vibracrete Fences (1.2m, 1.8m, 2.4m,) (For Section 5)

7.12.1. Post and plain slabs to comply with requirements for erecting vibracrete fences 1.2 meter high, 1.8 meter high and 2.4m high. Poles to be planted in concrete and left to cure before slabs are placed. Standard slab sizes and poles to be used. Slabs and post to have suitable reinforcing inside.

- (a) Foundation Sizes for 1.2 meter high walls: 300mm x 300mm x 600mm.
- (b) Foundation Sizes for 1.8 meter high walls: 300mm x 300mm x 600mm.
- (c) Foundation Sizes for 2.4 meter high walls: 400mm x 400mm x 600mm.

7.13. Flat wrap razor wire and barbed tape razor wire (For Sections 1, 2, 3, 4, 5, 7, 8)

The flat wrap consists of a 500mm single strand spring steel wire 2.5mm diameter heavy galvanized to which a razor tape has been attached. Flat wrap razor wire or barbed tape wire to be securely fixed at the top of the fences where necessary.

If necessary extended arm brackets must be secured on top of the fence to enable the contractor to fix the razor wire or barbed tape to the top of the fence. The coils shall be securely tied to the extension arms with 1.6mm galvanized steel wire at each post. Steel strands (3) (top, middle and bottom) to be stretched and secured to the extended arm brackets and razor wire fixed onto it. Razor wrap shall be securely tied to the steel strands using 1.6mm wire. Each 500mm circle of razor wire shall be tied at three places. This is likely to be needed at vibracrete fences and or existing brick boundary walls. Rate to include the supply and installation of the brackets, razor wire and steel wire strand.

7.14. Wall Spikes (For section 5)

Spike lengths of 1500mm and is 30-40mm wide. The spikes should stand 80mm high above the pre-cast wall. The spikes must be made of 1.2mm thick pre-galvanized steel.

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7.15. Gates (galvanized, standard pipe diameters) (For sections 1, 2, 3, 4, 5)

- 7.15.1. All Gates installed need to be securely fixed to fencing poles. All gates to be hot dip Galvanized.
- 7.15.2. All Gates must be covered with welded mesh unless diamond mesh, Anti Climb welded mesh or welded razor mesh is specified in the requirements whereby a per meter rate would apply for other material other than welded mesh.

Item	Pipe Diameter	Type	Width (mm)	Height (mm)
(a)	27	Pedestrian Gate	900	1200
(b)	27	Pedestrian Gate	900	1800
(c)	32	Pedestrian Gate	900	1800+450
(d)	38	Pedestrian Gate	900	2400+450
(e)	38	Double Leaf Gate	3500	2400
(f)	43	Double Leaf Gate	4000	2400
(g)	43	Double Leaf Gate	6000	2400
(h)	38	Double Leaf Gate	3000	2400+450
(i)	38	Double Leaf Gate	3500	2400+450
(j)	43	Double Leaf Gate	4000	2400+450
(k)	43	Double Leaf Gate	5000	2400+450
(l)	43	Double Leaf Gate	6000	2400+450

7.16. Palisade Fencing (1.8m, 2.4m) (For Section 6)

- 7.16.1. All profiles, rails and posts to be hot dip galvanized. "D" profile pale sections are to be used at all times. M8 saddle-head bolts with permacone snap-off tamper proof nut to be used for fitting of pale sections and M12 cup square bolt with permacone tamper proof nut to be used for fixing horizontal rails.

Item	Fence Height (mm)	Pale profile Sections	Horizontal Rails Angle Section (mm)	Posts	
		"D" (mm)		IPE Section	Length (mm)
(a)	1800	3	40 x 40 x 6	98 x 55	2325
(b)	2400	3	45 x 45 x 6	98 x 55	3125



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7.16.2. Palisade Gates (All Hot dip galvanized) (For Section 6)

- (a) **Sliding Gate:** 5 meter wide, Height: 1.8 meter or 2.4 meter. The main frame of the sliding gate is 80x80x4mm box beam. Vertical palisade bars are placed 110mm apart from each other. The buttresses are manufactured from 80x80x3mm box beams. 4 Polyamid rollers to keep the gate vertical and in line. Buttresses to be fixed to concrete footings by steel anchors.
- (b) **Swing gates:** 2 x 3 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel bolt and drop bolts.
- (c) **Pedestrian gate:** 1.5 meter wide. Height: 1.8 meter or 2.4 meter. Vertical palisade bars are placed 110mm apart from each other. Provision must be made for a barrel bolt.

7.17. Betafence or Similar

7.17.1. Betaview Fencing or Similar (For Section 7)

(a) Panels

- i. Panels to be made from heavy welded mesh, provided with horizontal reinforcements. Width: 2518,6mm or 3052mm.
- ii. Mesh sizes: 12,7 x 76,2 mm (H x W)
- iii. Wire diameter: 3.65mm (coated) 3.00mm (uncoated). 3.65mm core wire also available on request.

(b) Posts and fixing:

- i. The panels must be fixed laterally onto the Bekafix Super Secure or Bekafix Secure posts (up to 2m height) with specific fixators made out of metal.
- ii. The welded tubular posts (70x44mm), in H-shape must be galvanised inside and outside, PVC coated and covered with a polyamide cap.
- iii. For heights over 2400mm the Bekafix Super Secure (100x54mm) posts are recommended.

(c) Coating:

PVC Coating: Hot dipped galvanised wire panels are sealed with an adhesion epoxy coating prior to the PVC coating to ensure a perfect bond.

(d) Colours:

Standard colours: green RAL 6005 or anthracite RAL 7021. Other colours on request

(e) Quality:

The quality of the product must meet the highest standard.

Item	Fence height (mm)	Dimensions panels W x H (mm)	No of reinforcements per panel	Bekafix Super Secure Post Profile (mm)	Height (mm)
i.	2000	3050 x 2000	3	70 x 44 x 1.5	2600
ii.	2400	3050 x 2400	3	100 x 54 x 2	3200
iii.	3000	3050 x 3000	4	100 x 54 x 2	3800

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Betaview Fencing



7.17.2. Nylofor Medium Fencing or Similar (For Section 7)

(a) Panels

- i. The panels must have a width of 2500 mm and must be available in a range of heights: from 1230 to 2030 mm. The panels must have vertical barbs of 30 mm at one side, the barbs can be placed at the top or at the bottom.
- ii. Horizontal reinforcements to give the panels extra rigidity.
- iii. The meshes must be 100 x 50 mm, as well as the reinforcements.
- iv. Wire diameter horizontal wires: 4,05 mm
- v. Wire diameter vertical wires: 4,05 mm

(b) Coating

- i. Panels must be made out of galvanised wires and must go through a pre-treatment process to guarantee a perfect PVC-coating adhesion to the product surface.
- ii. The posts must be in- and outside galvanised (min. coating 275g/m², both sides together), in accordance with SANS 10224-2:2003. Afterwards an adhesion coating must be applied and finally the posts must be PVC coated (min. 60 micron).

(c) Colours

The colour of the panels to be green RAL 6005 or anthracite 7021.

(d) Posts

Lateral fixing on the Bekafix Secure, Bekafix Super Secure or Square posts.

Item	Fence height (mm)	Dimensions panels W x H (mm)	Number of reinforcements per panel	Post length (mm)
i.	1230	2500 x 1230	2	1700
ii.	1730	2500 x 1730	3	2200
iii.	2030	2500 x 2030	4	2600

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Nylofor Fencing



7.17.3. Nylofor® single and double swing gates (For section 7)

(a) Frame

Frame to be made out of square tube 60 x 60 mm, with welded Nylofor in-fill.

(b) Coating

To be galvanised. Both the in- and outside, then polyester coated (min. 60 micron).

(c) Colour

Green RAL 6005

(d) Posts

Square posts to be made out of welded tube with cap, with threaded inserts for the fixation assembly of the fencing panels.

(e) Single Swing gates:

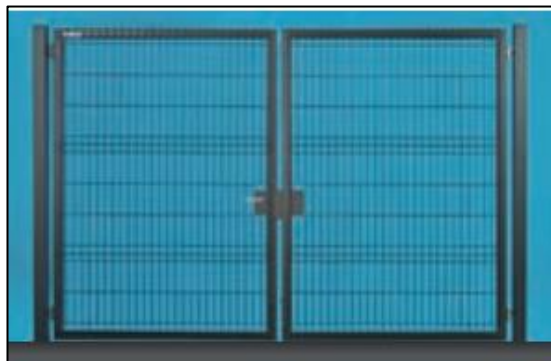
Item	Width (mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	1000	1230 / 1730 / 2030	920	1110
ii.	1500	1730 / 2030	1470	1660
iii.	2000	2030	1970	2160
iv.	3000	2030	3000	3270

(f) Double Swing Gates:

Item	Width(mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	3000	1730 / 2030	2900	3090
ii.	4000	1730 / 2030	3900	4090
iii.	5000	1730 / 2030	4900	5170
iv.	6000	1730 / 2030	5960	6230
v.	8000	1730 / 2030	7980	8290
vi.	10000	1730 / 2030	9980	10330

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Nylofor Single and Double Swing Gates



7.18. Sliding Gates

7.18.1. Other than Palisade sliding gates (For Section 8)

(a) Gates

- i. Frame constructed with an under-beam 140 x 80 x 5 mm (6,5 to 12 m), 120 x 60 x 3 mm (3 to 6 m) and welded frame 60 x 60 x 2 mm. Bars 25 x 25 x 1,5 mm welded with a distance of 110 mm between the bars.
- ii. Provided with a locking mechanism to lock the gate with padlocks.
- iii. Integrated rollers in under-beams diameter 80 -120 mm depending on height of gates.
- iv. Use heavy duty Rail type/floor tracks 65 x 25 mm for gates wider than 6 meters. Security topping to be constructed for 2.4m high gates. Use heavy duty floor tracks bolted to concrete beam for gates 3m to 5m wide.
- v. Price to Include for manufacture, supply and delivery and Installation complete with concrete work and labour
- vi. Gates to be made to manually open and close and must be made to incorporate and gate motor if needed.

(b) Guiding of the gate

- i. Guiding posts bridge & end posts bridge of 80 x 80 x 3 mm with welded ground plates or encased into concrete footings. Two guiding bridges in the case of free entrance > 8 m.
- ii. Rubber end Stoppers must also be installed.

(c) Coating

Gates to be treated with the best coating processes: galvanised in- and outside (minimum 275 g/m², 2 sides combined).

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(d) Colours

Hot dip galvanising only.

Item	Width (mm)	Height (mm)	Free passage (mm)	Needed space (mm)
i.	3000	1700/2000/2400	3028	6575
ii.	4000	1700/2000/2400	4108	8735
iii.	5000	1700/2000/2400	5188	10895
iv.	6000	1700/2000/2400	5998	12515
v.	7000	1700/2000/2400	7213	14945
vi.	8000	1700/2000/2400	8158	16835
vii.	10000	1700/2000/2400	10148	21795
viii.	12000	1700/2000/2400	12038	25575

A typical Sliding gate



7.19. ClearVu High Security Fences and Gates or Similar (For Section 9)

This Specification covers material requirements and installation of security fences and gates for Overstrand Municipality.

Item	References Codes and Standards:	Standards	Codes
a.	CSIR	CSIR Test	050036, 050056, T 09998
b.	SABS		2536/YM139
c.	North Atlantic Treaty Organization (NATO)	Nato Stock	5660-99-458-7414
d.	Interantional Aviation Authority Organization (ICAO)	ICAO	ICAO Security Manual

7.19.1. Submittals upon approval of tender before work commences:

- (a) Certificate of compliance for materials and coatings
- (b) Shop drawings for gates.
- (c) Submittal requirements are identified within the Specifications.
- (d) Quality control program must be submitted to the project manager for review prior to commencement of any work.

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7.19.2. General

- (a) Suggested manufacturer of fencing: Cochrane or Similar.
- (b) All steel materials to be commercial quality, Galvanized Steel.
- (c) All pipes shall be Galvanized, one piece without joints.
- (d) Furnish moisture proof caps for all posts.
- (e) Zinc coating to be smooth and essentially free from lumps, globs or points.
- (f) Miscellaneous material must be all galvanized.

7.19.3. Description of Fence system

(a) Posts:

- i. Posts to be 2.4m - 3.6m long Cochrane taper locking posts or Similar.
- ii. Posts width to be 85mm – taper to 45mm with a depth of 85mm
- iii. Posts to include ‘Locking Recess Mechanism’ to secure panel edge.
- iv. Posts to be sealed with a UV stabilized polymer cap.
- v. Posts finish to be galvanized then Marine Fusion Bond Coated.
- vi. Posts foundations to be 600mm x 400 mm 15 Mpa concrete.

(b) Panel:

- i. Panels to be of 3.297m width and 1.8m – 3m in height.
- ii. Panel aperture size (centres) to be 76.2mm x 12.7mm.
- iii. The panel to be reinforced with 4 x 50mm deep ‘V’ formation horizontal recessed bands (rigidity)
- iv. Panel to have 2 x 70° flanges along the sides (internal fixtures – all fixtures to be on the inside of the fence line)
- v. Panel to have 2 x 30° flanges along top and toe (integrated rigid angle, anti-scale locking devices)
- vi. Panel post to have a flush panel finish with no climbing aid.
- vii. Panel to be affixed to post over 48 line wires using 8 x double bolt comb clamps and 8 x Single comb clamps using 24 x anti vandal bolts.
- viii. Panel and fixtures to be galvanized then Marine Fusion Bond Coated.
- ix. Panel Post connection minimum break force.

(c) Topping Options:

- i. 100mm high toughened steel shark tooth spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.
- ii. 100mm high toughened steel castle spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.
- iii. 100mm toughened steel spear spike to be affixed to panel edge, internally at 150mm intervals using Anti vandal bolts. Spike to be hot dipped galvanized.
- iv. 450mm high ripper blade smart concertina coil (NON-ELECTRIFIED) to be fixed to post as anti-scale topping.

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(d) Anti – Burrow Options:

- i. 600 mm ClearVu mesh extension to be secured to the lower edge integrated angle.
- ii. 500mm ripper flat wrap to be secured to the lower edge integrated angle.
- iii. 200mm concrete sill to be secured to the lower edge integrated angle.

Item	Fence Designation	Height of Fence	Length of Posts	Post Size
(a)	1.8m	1800mm	2400mm	Taper: 85 x 45mm Depth 85mm
(b)	2.1m	2100mm	2700mm	Taper: 85 x 45mm Depth 85mm
(c)	2.4m	2400mm	3000mm	Taper: 85 x 45mm Depth 85mm
(d)	3.0m	3000mm	3600mm	Taper: 85 x 45mm Depth 85mm

7.19.4. Gates

(a) Swing Gates

- i. All connections and joints shall be welded to form rigid frames or assembled with corner fittings.
- ii. Hinges shall not twist or turn under the action of the gate, shall be so arranged that a closed gate cannot be lifted off the hinges to obtain entry.

(b) Sliding Gates

- i. Gate frame fabrication and miscellaneous items shall be similar to Swing Gates.
- ii. All fittings, brackets and rear wheel tracks shall be standard manufactured products for the intended application.
- iii. Provided with a locking mechanism to lock the gate with padlocks.
- iv. Integrated rollers/wheel tracks in under beams diameter 80 -120 mm depending on height of gates.
- v. Security topping to be constructed for 2.4m high gates. Use heavy duty floor tracks bolted to concrete beam for gates 3m to 6m wide.
- vi. Price to Include for manufacture, supply and delivery and Installation complete with concrete work and labour
- vii. Gates to be made to manually open and close and must be made to incorporate and gate motor if needed.

(c) Guiding of the gate

- i. Guiding posts bridge & end posts bridge of 80 x 80 x 3 mm with welded ground plates or encased into concrete footings.
- ii. Rubber end Stoppers must also be installed at the end of the track.

Item	Type of ClearVu Gate	Height	Width
(a)	Single Swing Gate	1800mm	1500mm
(b)	Single Swing Gate	2400mm	1500mm
(c)	Double Swing Gate	1800mm	3000mm
(d)	Double Swing Gate	2400mm	3000mm
(e)	Double Swing Gate	3000mm	3000mm

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Item	Type of ClearVu Gate	Height	Width
(f)	Sliding Gate	1800mm	3000mm
(g)	Sliding Gate	2400mm	3000mm
(h)	Sliding Gate	1800mm	5000mm
(i)	Sliding Gate	2400mm	5000mm
(j)	Sliding Gate	1800mm	6000mm
(k)	Sliding Gate	2400mm	6000mm

7.19.5. Execution of works for CLEARVU fencing (for Section 9)

(a) General

- i. Install all fencing and gates in accordance with the drawings, specifications, instructions, and as specified lines and grades indicated.
- ii. Line posts shall be spaced at intervals of 3.382 m.
- iii. Terminal posts shall be set at abrupt changes in vertical and horizontal alignment.

(b) Posts

- i. Post holes shall be cleared of loose material.
- ii. Waste material shall be spread where directed by project manager.
- iii. The ground surface irregularities along the fence line shall be eliminated to the extent necessary

(c) High Security Fences and Gates

- i. Posts shall be set plumb, and follow the indicated alignment.
- ii. All posts shall be set to the depth indicated on the design documents.
- iii. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with the base of dome at grade elevation.
- iv. Concrete shall be allowed to cure prior to installing any additional components to the posts.
- v. Concrete footings shall be carried down to at least the depth indicated on the design documents and shall not be smaller than the dimensions shown.
- vi. Where a rock layer is encountered within the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then the regular concrete footing shall be placed between the top of the rock and the top of the footing elevation as shown on the design documents.
- vii. Posts shall be approximately centred in their footings.
- viii. All concrete shall be placed promptly and consolidated by tamping or other approved methods
- ix. Otherwise rock must be excavated (Rate for Rock Excavation is included in Pricing Schedule.)
- x. Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole.

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- xi. Curing may be achieved by covering the concrete with not less than four inches of loose moist material immediately after placing concrete, or by using a curing compound.
- xii. All excess material from footings, including loose material used for curing, shall be disposed of as directed by the project manager.
- xiii. Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place concrete for footings.
- xiv. Under these conditions the earth and forms coming in contact with the concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete.
- xv. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped.
- xvi. The top of the concrete shall then be covered with not less than 100 mm of loose moistened material or use curing compound if the 7-days cure is not completed.
- xvii. All excess material from footings, including loose material used for curing, shall be disposed of as directed.

(d) Gates

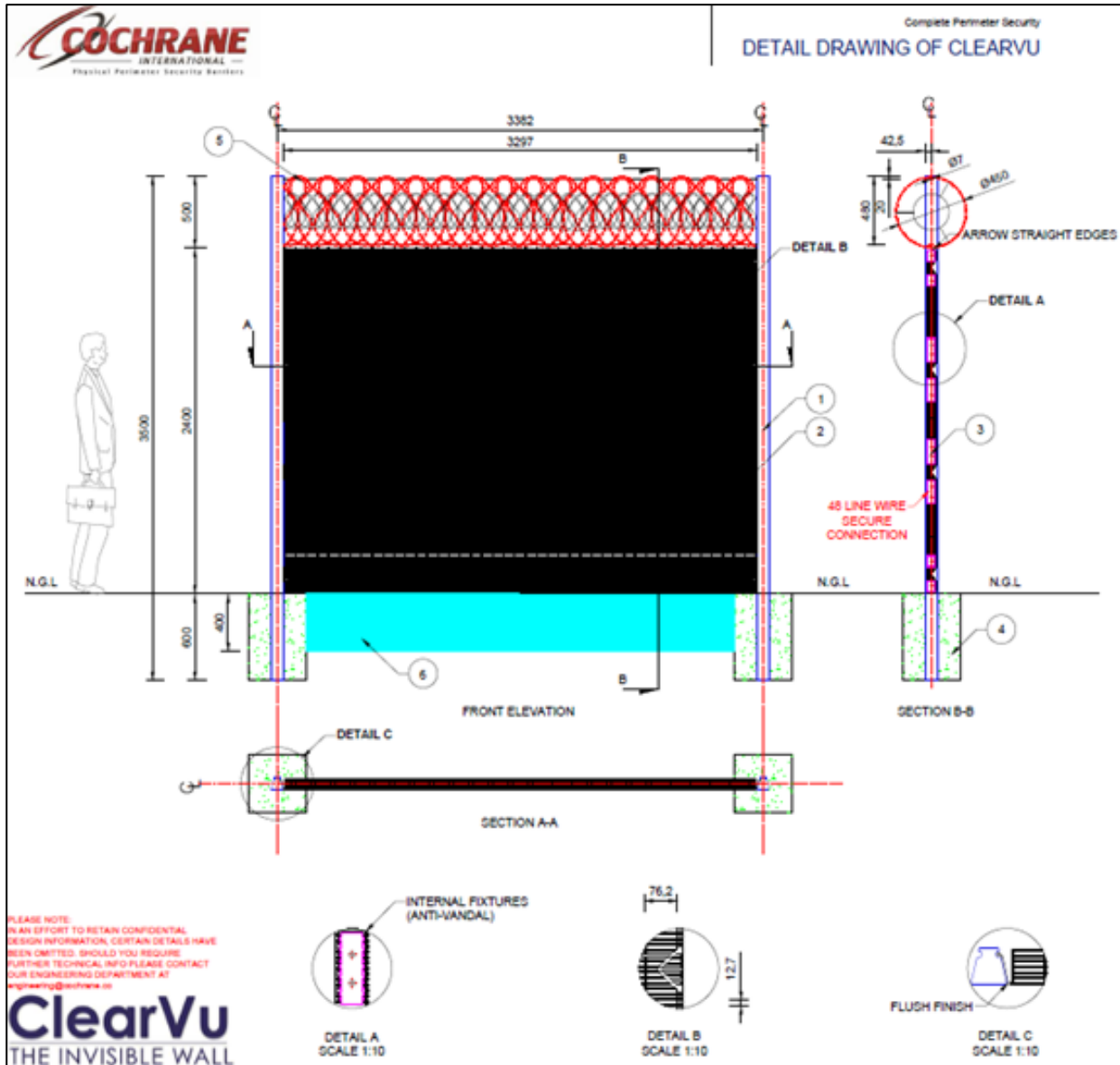
- i. Gates shall be installed at the locations shown.
- ii. Hinged gates shall be mounted to swing as indicated.
- iii. Latches, stops, and keepers shall be installed as required.
- iv. Slide gates shall be installed as recommended by the manufacturer.

(e) Adjusting

- i. Gate: Adjust gate to operate smoothly, easily, and quietly, free from binding, warp, excessive deflection, distortion, nonalignment, misplacement, disruption, or malfunction, throughout entire operational range.
- ii. Confirm that latches and locks engage accurately and securely without forcing or binding.
- iii. Lubricate hardware and other moving parts.

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DETAILED DRAWING OF CLEARVU



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8. MINIMUM REQUIREMENTS.

Minimum requirements in a grid format where the bidder must indicate whether his requirement complies with the specifications for further evaluation.

Minimum Requirements:		Please indicate with an "X" whether the tenderer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
8.1.	Experience - (at least 5 relevant/similar projects successfully completed with references)				
8.2.	Vehicle Registration Documents (supply certified copies)				
8.3.	Roadworthy Vehicle/s (LWB light delivery vehicle/s or light delivery trucks) (submit certified proof of roadworthy certificate)				
8.4.	2SQ or Higher CIDB classification & rating for fencing, precast concrete or steel fencing				
8.5.	Valid Letter of Good Standing in terms of COIDA and/or proof of registration				

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19. SCHEDULE OF WORK EXPERIENCE OF THE TENDERER

SCHEDULE OF WORK EXPERIENCE OF THE TENDERER						
EMPLOYER (Name, Tel, Fax, Email)		Contact Person (Name, Tel, Fax, Email)		NATURE OF WORK	VALUE OF WORK (INCL. VAT)	DATE COMPLETED
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				
Name		Name				
Tel		Tel				
Fax		Fax				
Email		Email				

Attach additional pages if more space is required.

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

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs MUST be included in the bid price, for delivery at the prescribed destination.
 3. Document MUST be completed in non-erasable black ink.
 4. 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.
 5. The Bidder MUST indicate whether he/she/the entity is a registered VAT Vendor or not.
 - a. In the case of the Bidder not being a registered VAT Vendor, both columns (amount/rate excluding AND including VAT) must reflect the same amount.

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:

	INDICATE WITH AN 'X'							
Are you/is the firm a registered VAT Vendor	YES				NO			
If "YES", please provide VAT number								

PRICING INSTRUCTIONS/INFORMATION:

1. Tenderers must submit rates for all the items in a section that they tender for, example: If you tender for Section 1: Welded mesh fencing - you need to put in rates for all the items from 1.1 to 1.26.4. Failure to comply will lead to disqualification for the section.
2. Contractors can tender for all the sections or only for specific sections of fencing, example: If your company only does Vibracrete walls you could tender only for that section but need to put in rates for all the items in that section, including the gates in that section.
3. **NO** correction fluid/tape may be used. 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.
4. Evaluation Criteria: Failure to comply with minimum requirements will lead to tender being non-compliant.
5. Tenderers need to attend the compulsory site clarification meeting in order for tenders to be compliant.
6. Tender Award Criteria: Pre-determined scenarios were created and submitted to Supply Chain Management. As soon as the tender closes the rates of the tenderers that comply with minimum requirements will be entered into the pre-determined scenarios and total costs for various projects will be determined per section. These total project costs and BBB-EE points will then determine who the contractors will be that will form the panel of maximum 3 contractors per section that will be utilized for this tender.

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7. Project Award Criteria – After the tender has been awarded to the contractor/s per section the awarding of the work will be done as follows: Based on the rates that tenderers provided the municipality/contract manager will do a costing per project and the contractor with the highest points (Price and Preference points) will be awarded the project. This will be done for every project that has to be done and the proof of the calculations will be submitted to Supply Chain Management for evaluation and approval.
8. Under each section is an Ad-hoc general works/day-works item of which the contractor needs to supply a % (Percentage) mark-up and a labour rate per hour.
 - 8.1. **Failure to supply a mark-up percentage will be seen as no charge.**
 - 8.2. The contractor shall be required to submit a quote for the cost of the Transport + materials + % mark-up.
 - 8.3. The contractor will also have to supply a labour price in order to execute the works based on the various labour components that will be used ex. Foreman/Driver, Artisans, semi-skilled, and general labourer.
 - 8.4. Therefore for an Ad-hoc general works project, the contractor will need to provide the municipality with a price for Transport and Materials + % Mark-up and a separate price for the labour that will be used to do the repairs.
9. (Rate/m = Rate per Running Meter) (Rate/m³ = Rate per Cubic Meter) (Rate/Item = Rate per Item) (Rate/h = Rate per hour)
10. Rates must include transport, labour and materials except for ad-hoc/minor repair/general works where tenderers will have to submit quotes separately for transport, materials and labour as per rates.

PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
1.	SECTION 1: WELDED MESH FENCING			
1.1.	1.2m high Galvanized welded mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.7	m	
1.2.	1.8m high Galvanized welded mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.7	m	
1.3.	2.4m high Galvanized welded mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.7	m	
1.4.	1.8m high Galvanized welded mesh fence with Galvanized posts and stays	Item 7.1 – 7.7	m	
1.5.	2.4m high Galvanized welded mesh fence with Galvanized posts and stays	Item 7.1 – 7.7	m	
1.6.	Pipe Diameter 27mm Pedestrian Gate 900mm (w) x 1200mm (h)	Item 7.15	Item	
1.7.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800	Item 7.15	Item	
1.8.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450	Item 7.15	Item	
1.9.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450	Item 7.15	Item	
1.10.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400	Item 7.15	Item	
1.11.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400	Item 7.15	Item	
1.12.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400	Item 7.15	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
1.13.	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450	Item 7.15	Item	
1.14.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450	Item 7.15	Item	
1.15.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450	Item 7.15	Item	
1.16.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450	Item 7.15	Item	
1.17.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450	Item 7.15	Item	
1.18.	Supply and erect 500mm razor flat wrap on top of fence (No brackets/extended arms)	Item 7.13	m	
1.19.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
1.20.	Supply and erect 500mm barbed tape razor wire on top of fence (No brackets/extended arms)	Item 7.13	m	
1.21.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
1.22.	Supply and erect 1 strand barb wire on top of fence	Item 7.9	m	
1.23.	Rate for rock excavation	Item 6.3	m ³	
1.24.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
1.25.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
1.26.	Labour Rates for Ad-hoc minor repairs/general works:			
1.26.1.	Foreman/Driver	Item 6.4	Hr.	
1.26.2.	Artisan	Item 6.4	Hr.	
1.26.3.	Semi-Skilled Labour	Item 6.4	Hr.	
1.26.4.	General Labour	Item 6.4	Hr.	
2.	SECTION 2: BARB WIRE AND SMOOTH WIRE FENCING			
2.1.	1.2m high Barb wire fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.9	m	
2.2.	1.2m high Smooth wire fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.9	m	
2.3.	1.2m high Barb and Smooth wire combination fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.9	m	
2.4.	1.8m high Barb wire fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.9	m	
2.5.	1.8m high Barb and Smooth wire combination fence with wooden posts and stays	Items 7.1.1 + 7.3 to 7.6 + 7.9	m	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
2.6.	2.4 m high Barb wire fence with wooden posts and stays	Items 7.1.1 + 7.3 to 7.6 + 7.9	m	
2.7.	Pipe Diameter 27mm Pedestrian Gate 900mm (w) x 1200mm (h)	Item 7.15	Item	
2.8.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800	Item 7.15	Item	
2.9.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450	Item 7.15	Item	
2.10.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450	Item 7.15	Item	
2.11.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400	Item 7.15	Item	
2.12.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400	Item 7.15	Item	
2.13.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400	Item 7.15	Item	
2.14.	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450	Item 7.15	Item	
2.15.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450	Item 7.15	Item	
2.16.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450	Item 7.15	Item	
2.17.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450	Item 7.15	Item	
2.18.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450	Item 7.15	Item	
2.19.	Rate for rock excavation	Item 6.3	m ³	
2.20.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
2.21.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
2.22.	Labour Rates for Ad-hoc minor repairs/general works:			
2.22.1.	Foreman/Driver	Item 6.4	Hr.	
2.22.2.	Artisan	Item 6.4	Hr.	
2.22.3.	Semi-Skilled Labour	Item 6.4	Hr.	
2.22.4.	General Labour	Item 6.4	Hr.	
3.	SECTION 3: DIAMOND MESH FENCING			
3.1.	1.2m high Galvanized Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.10	m	
3.2.	1.8m high Galvanized Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.10	m	
3.3.	2.4m high Galvanized Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.10	m	
3.4.	3m high Galvanized Diamond mesh fence with Galvanized posts and stays for tennis courts	Items 7.1 to 7.6 + 7.10	m	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
3.5.	1.8m high Galvanized Diamond Mesh fence with Galvanized posts and stays	Items 7.1 to 7.6 + 7.10	m	
3.6.	2.4m high Galvanized Diamond Mesh fence with Galvanized posts and stays	Items 7.1 to 7.6 + 7.10	m	
3.7.	1.2m high PVC Coated Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.11	m	
3.8.	1.8m high PVC Coated Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.11	m	
3.9.	2.4m high PVC Coated Diamond Mesh fence with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.11	m	
3.10.	3m high PVC Coated Diamond Mesh fence with Galvanized posts and stays for tennis courts	Items 7.1 to 7.6 + 7.11	m	
3.11.	Pipe Diameter 27mm Pedestrian Gate 900mm (w) x 1200mm (h)	Item 7.15	Item	
3.12.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800	Item 7.15	Item	
3.13.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450	Item 7.15	Item	
3.14.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450	Item 7.15	Item	
3.15.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400	Item 7.15	Item	
3.16.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400	Item 7.15	Item	
3.17.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400	Item 7.15	Item	
3.18.	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450	Item 7.15	Item	
3.19.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450	Item 7.15	Item	
3.20.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450	Item 7.15	Item	
3.21.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450	Item 7.15	Item	
3.22.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450	Item 7.15	Item	
3.23.	Supply and erect 500mm razor flat wrap on top of fence (No brackets/extended arms)	Item 7.13	m	
3.24.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
3.25.	Supply and erect 500mm barbed tape razor wire on top of fence (No brackets/extended arms)	Item 7.13	m	
3.26.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
3.27.	Supply and erect 1 strand barb wire on top of fence	Item 7.9	m	
3.28.	Rate for rock excavation	Item 6.3	m ³	
3.29.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
3.30.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
3.31.	Labour Rates for Ad-hoc minor repairs/general works:			
3.31.1.	Foreman/Driver	Item 6.4	Hr.	
3.31.2.	Artisan	Item 6.4	Hr.	
3.31.3.	Semi-Skilled Labour	Item 6.4	Hr.	
3.31.4.	General Labour	Item 6.4	Hr.	
4.	SECTION 4: WELDED RAZOR MESH FENCING			
4.1.	2.4m high Standard Welded Razor Mesh with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.8	m	
4.2.	2.4m high High Density Welded Razor Mesh with wooden posts and stays	Items 7.1 + 7.3 to 7.6 + 7.8	m	
4.3.	2.4m high Standard Welded Razor Mesh with galvanized posts and stays	Items 7.1 to 7.6 + 7.8	m	
4.4.	2.4m high High Density Welded Razor Mesh with galvanized posts and stays	Items 7.1 to 7.6 + 7.8	m	
4.5.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800 (covered with welded razor mesh)	Item 7.15	Item	
4.6.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450(covered with welded razor mesh)	Item 7.15	Item	
4.7.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450(covered with welded razor mesh)	Item 7.15	Item	
4.8.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400(covered with welded razor mesh)	Item 7.15	Item	
4.9.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400(covered with welded razor mesh)	Item 7.15	Item	
4.10.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400(covered with welded razor mesh)	Item 7.15	Item	
4.11.	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450(covered with or welded razor mesh)	Item 7.15	Item	
4.12.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450(covered with welded razor mesh)	Item 7.15	Item	
4.13.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450(covered with welded razor mesh)	Item 7.15	Item	
4.14.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450(covered with welded razor mesh)	Item 7.15	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
4.15.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450(covered with welded razor mesh)	Item 7.15	Item	
4.16.	Supply and erect 500mm razor flat wrap on top of fence (No brackets/extended arms)	Item 7.13	m	
4.17.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
4.18.	Supply and erect 500mm barbed tape razor wire on top of fence (No brackets/extended arms)	Item 7.13	m	
4.19.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
4.20.	Rate for rock excavation	Item 6.3	m ³	
4.21.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
4.22.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
4.23.	Labour Rates for Ad-hoc minor repairs/general works:			
4.23.1.	Foreman/Driver	Item 6.4	Hr.	
4.23.2.	Artisan	Item 6.4	Hr.	
4.23.3.	Semi-Skilled Labour	Item 6.4	Hr.	
4.23.4.	General Labour	Item 6.4	Hr.	
5.	SECTION 5: VIBRACRETE FENCING			
5.1.	1.2m high Vibracrete fence	Item 7.12	m	
5.2.	1.8m high Vibracrete fence	Item 7.12	m	
5.3.	2.4m high Vibracrete fence	Item 7.12	m	
5.4.	Pipe Diameter 27mm Pedestrian Gate 900mm (w) x 1200mm (h)	Item 7.15	Item	
5.5.	Pipe Diameter 27mm Pedestrian Gate 900 x 1800	Item 7.15	Item	
5.6.	Pipe Diameter 32mm Pedestrian Gate 900 x 1800+ 450	Item 7.15	Item	
5.7.	Pipe Diameter 38mm Pedestrian Gate 900 x 2400+ 450	Item 7.15	Item	
5.8.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400	Item 7.15	Item	
5.9.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400	Item 7.15	Item	
5.10.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400	Item 7.15	Item	
5.11.	Pipe Diameter 38mm Double Leaf Gates 3000 x 2400 + 450	Item 7.15	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
5.12.	Pipe Diameter 38mm Double Leaf Gates 3500 x 2400 + 450	Item 7.15	Item	
5.13.	Pipe Diameter 43mm Double Leaf Gates 4000 x 2400 + 450	Item 7.15	Item	
5.14.	Pipe Diameter 43mm Double Leaf Gates 5000 x 2400 + 450	Item 7.15	Item	
5.15.	Pipe Diameter 43mm Double Leaf Gates 6000 x 2400 + 450	Item 7.15	Item	
5.16.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
5.17.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
5.18.	Wall Spikes	Item 7.14	m	
5.19.	Rate for rock excavation	Item 6.3	m ³	
5.20.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
5.21.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
5.22.	Labour Rates for Ad-hoc minor repairs/general works:			
5.22.1.	Foreman/Driver	Item 6.4	Hr.	
5.22.2.	Artisan	Item 6.4	Hr.	
5.22.3.	Semi-Skilled Labour	Item 6.4	Hr.	
5.22.4.	General Labour	Item 6.4	Hr.	
6.	SECTION 6: PALISADE FENCING			
6.1.	1.8m high palisade fence	Item 7.16	m	
6.2.	2.4m high palisade fence	Item 7.16	m	
6.3.	Sliding gate for palisade fence (5 meter wide x 1.8 meter high) (complete with rails and brackets) (manually opened) (All hot dip galvanized)	Item 7.16.1	Item	
6.4.	Sliding gate for palisade fence (5 meter wide x 2.4 meter high) (complete with rails and brackets) (manually opened) (All hot dip galvanized)	Item 7.16.1	Item	
6.5.	1.5 meter wide pedestrian palisade gate with barrel bolt (1.8 meter high)	Item 7.16.1	Item	
6.6.	1.5 meter wide pedestrian palisade gate with barrel bolt (2.4 meter high)	Item 7.16.1	Item	
6.7.	Double leaf swing gates for palisade (2 x 3 meter wide each and 1.8 meter high) (manually opened) (All hot dip galvanized)	Item 7.16.1	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
6.8.	Double leaf swing gates for palisade (2 x 3 meter wide each and 2.4 meter high) (manually opened) (All hot dip galvanized)	Item 7.16.1	Item	
6.9.	Rate for rock excavation	Item 6.3	m ³	
6.10.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
6.11.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
6.12.	Labour Rates for Ad-hoc minor repairs/general works:			
6.12.1.	Foreman/Driver	Item 6.4	Hr.	
6.12.2.	Artisan	Item 6.4	Hr.	
6.12.3.	Semi-Skilled Labour	Item 6.4	Hr.	
6.12.4.	General Labour	Item 6.4	Hr.	
7.	SECTION 7: BETAFENCE OR SIMILAR			
7.1.	2.m High Betafence - Betaview PVC Coated (2.6m long poles included in rate)	Item 7.17.1	m	
7.2.	2.4m High Betafence - Betaview PVC Coated (3.2m long poles included in rate)	Item 7.17.1	m	
7.3.	3m High Betafence - Betaview PVC Coated (3.8m long poles included in rate)	Item 7.17.1	m	
7.4.	1.23m High Betafence – Nylofor Medium PVC Coated (1.7m long Poles included in rate)	Item 7.17.2	m	
7.5.	1.73m High Betafence – Nylofor Medium PVC Coated (2.2m long Poles included in rate)	Item 7.17.2	m	
7.6.	2.03m High Betafence – Nylofor Medium PVC Coated (2.6m long Poles included in rate)	Item 7.17.2	m	
7.7.	1m Wide Nylofor Single Swing Gate 1230 High	Item 7.17.3	Item	
7.8.	1m Wide Nylofor Single Swing Gate 1730 High	Item 7.17.3	Item	
7.9.	1m Wide Nylofor Single Swing Gate 2030 High	Item 7.17.3	Item	
7.10.	1.5m Wide Nylofor Single Swing Gate 1730 High	Item 7.17.3	Item	
7.11.	1.5m Wide Nylofor Single Swing Gate 2030 High	Item 7.17.3	Item	
7.12.	2m Wide Nylofor Single Swing Gate 2030 High	Item 7.17.3	Item	
7.13.	3m Wide Nylofor Single Swing Gate 2030 High	Item 7.17.3	Item	
7.14.	3m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.15.	3m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
7.16.	4m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.17.	4m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	
7.18.	5m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.19.	5m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	
7.20.	6m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.21.	6m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	
7.22.	8m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.23.	8m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	
7.24.	10m Wide Nylofor Double Swing Gate 1730 High	Item 7.17.3	Item	
7.25.	10m Wide Nylofor Double Swing Gate 2030 High	Item 7.17.3	Item	
7.26.	Supply and erect 500mm razor flat wrap on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
7.27.	Supply and erect 500mm barbed tape razor wire on top of fence (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
7.28.	Rate for rock excavation	Item 6.3	m ³	
7.29.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
7.30.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
7.31.	Labour Rates for Ad-hoc minor repairs/general works:			
7.31.1.	Foreman/Driver	Item 6.4	Hr.	
7.31.2.	Artisan	Item 6.4	Hr.	
7.31.3.	Semi-Skilled Labour	Item 6.4	Hr.	
7.31.4.	General Labour	Item 6.4	Hr.	
8.	SECTION 8: SLIDING GATES (Including Concrete works and complete installation as per specs)			
8.1.	1.7m High 3m Wide Sliding Gate	Item 7.18	Item	
8.2.	2m High 3m Wide Sliding Gate	Item 7.18	Item	
8.3.	2.4m High 3m Wide Sliding Gate	Item 7.18	Item	
8.4.	1.7m High 4m Wide Sliding Gate	Item 7.18	Item	
8.5.	2m High 4m Wide Sliding Gate	Item 7.18	Item	
8.6.	2.4m High 4m Wide Sliding Gate	Item 7.18	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
8.7.	1.7m High 5m Wide Sliding Gate	Item 7.18	Item	
8.8.	2m High 5m Wide Sliding Gate	Item 7.18	Item	
8.9.	2.4m High 5m Wide Sliding Gate	Item 7.18	Item	
8.10.	1.7m High 6m Wide Sliding Gate	Item 7.18	Item	
8.11.	2m High 6m Wide Sliding Gate	Item 7.18	Item	
8.12.	2.4m High 6m Wide Sliding Gate	Item 7.18	Item	
8.13.	1.7m High 7m Wide Sliding Gate	Item 7.18	Item	
8.14.	2m High 7m Wide Sliding Gate	Item 7.18	Item	
8.15.	2.4m High 7m Wide Sliding Gate	Item 7.18	Item	
8.16.	1.7m High 8m Wide Sliding Gate	Item 7.18	Item	
8.17.	2m High 8m Wide Sliding Gate	Item 7.18	Item	
8.18.	2.4m High 8m Wide Sliding Gate	Item 7.18	Item	
8.19.	1.7m High 10m Wide Sliding Gate	Item 7.18	Item	
8.20.	2m High 10m Wide Sliding Gate	Item 7.18	Item	
8.21.	2.4m High 10m Wide Sliding Gate	Item 7.18	Item	
8.22.	1.7m High 12m Wide Sliding Gate	Item 7.18	Item	
8.23.	2m High 12m Wide Sliding Gate	Item 7.18	Item	
8.24.	2.4m High 12m Wide Sliding Gate	Item 7.18	Item	
8.25.	Supply and erect 500mm razor flat wrap on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
8.26.	Supply and erect 500mm barbed tape razor wire on top of gate (Including brackets/extended arms and wire strand to secure flat wrap wire to)	Item 7.13	m	
8.27.	Rate for rock excavation	Item 6.3	m ³	
8.28.	Removal of Existing Fence and Poles or gate per running meter	Item 6.2	m	
8.29.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
8.30.	Labour Rates for Ad-hoc minor repairs/general works:			
8.30.1.	Foreman/Driver	Item 6.4	Hr.	
8.30.2.	Artisan	Item 6.4	Hr.	
8.30.3.	Semi-Skilled Labour	Item 6.4	Hr.	
8.30.4.	General Labour	Item 6.4	Hr.	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
9.	SECTION 9: ClearVu Fencing or Similar			
9.1.	1.8 Meter High ClearVu fence with posts 2400mm long	Items 7.19.1 to 7.19.3 (d) + Item 7.19.5 + Detailed drawing of ClearVu	m	
9.2.	2.1m High ClearVu fence with posts 2700mm long	Items 7.19.1 to 7.19.3 (d) + Item 7.19.5 Detailed drawing of ClearVu	m	
9.3.	2.4m High ClearVu fence with posts 3000mm long	Items 7.19.1 to 7.19.3 (d) + Item 7.19.5 + Detailed drawing of ClearVu	m	
9.4.	3.0m High ClearVu fence with posts 3600mm long	Items 7.19.1 to 7.19.3 (d) + Item 7.19.5 + Detailed drawing of ClearVu	m	
9.5.	1.8 Meter High ClearVu fence with posts 2400mm + 500mm long (longer posts for Ripper blade Concertina coil)	Items 7.19.1 to 7.19.3 (d)	m	
9.6.	2.1m High ClearVu fence with posts 2700mm+500mm long (longer posts for Ripper blade Concertina coil)	Items 7.19.1 to 7.19.3 (d)	m	
9.7.	2.4m High ClearVu fence with posts 3000mm+500mm long (longer posts for Ripper blade Concertina coil)	Items 7.19.1 to 7.19.3 (d)	m	
9.8.	3.0m High ClearVu fence with posts 3600mm+500mm long (longer posts for Ripper blade Concertina coil)	Items 7.19.1 to 7.19.3 (d)	m	
9.9.	Topping Options: 100mm high toughened steel shark tooth spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.	Items 7.19.1 to 7.19.3 (d)	m	
9.10.	Topping Options: 100mm high toughened steel castle spike to be affixed to panel edge, internally at 150mm intervals using anti vandal bolts. Spike finish to be hot dipped galvanized.	Items 7.19.1 to 7.19.3 (d)	m	
9.11.	Topping Options: 100mm toughened steel spear spike to be affixed to panel edge, internally at 150mm intervals using Anti vandal bolts. Spike to be hot dipped galvanized.	Items 7.19.1 to 7.19.3 (d)	m	
9.12.	Topping Options: 730mm high ripper blade smart concertina coil to be fixed to post as anti-scale topping.	Items 7.19.1 to 7.19.3 (d)	m	
9.13.	Anti-Burrow Option: 600 mm ClearVu mesh extension to be secured to the lower edge integrated angle.	Items 7.19.1 to 7.19.3 (d)	m	
9.14.	Anti-Burrow Option: 500mm ripper flat-wrap to be secured to the lower edge integrated angle.	Items 7.19.1 to 7.19.3 (d)	m	
9.15.	Anti-Burrow Option: 200mm concrete sill to be secured to the lower edge integrated angle.	Items 7.19.1 to 7.19.3 (d)	m	
9.16.	Single Swing Gate: 1800MM High x 1500mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.17.	Single Swing Gate: 2400mm high x 1500mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.18.	Double Swing Gate: 1800mm high x 3000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	

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PRICING SCHEDULE				
Item #	Item Description	Refer to Item in Specifications	Unit	Rate/m or Rate/m ³ or Rate/item – (Rand Value) (Incl. VAT)
9.19.	Double Swing Gate: 2400mm high x 3000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.20.	Double Swing Gate: 3000mm high x 3000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.21.	Sliding Gate: 1800mm high x 3000 wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.22.	Sliding Gate: 2400mm high x 3000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.23.	Sliding Gate: 1800mm high x 5000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.24.	Sliding Gate: 2400mm high x 5000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.25.	Sliding Gate: 1800mm high x 6000mm wide	Items 7.19.4 + Item 7.19.5(d)	Item	
9.26.	Sliding Gate: 2400mm high x 6000mm wide	Items 7.19.4 +, Item 7.19.5(d)	Item	
9.27.	Rate for rock excavation	Items 6.3 & Item 7.19.5 (c.) point 9	m ³	
9.28.	Removal of Existing Fence and Poles per running meter	Item 6.2	m	
9.29.	Minor Repairs/General works – This is works that have to be done on fences that are still in fairly good condition but need minor repair or adjustments. This would include fixing holes in fences, straightening fencing, repairing wires and replanting of poles, replacing panel's exc. The contractor shall be required to submit a quote for the cost of the transport and materials + % mark-up	Item 6.4	Item	Cost +%
9.30.	Labour Rates for Ad-hoc minor repairs/general works:			
9.30.1.	Foreman/Driver	Item 6.4	Hr.	
9.30.2.	Artisan	Item 6.4	Hr.	
9.30.3.	Semi-Skilled Labour	Item 6.4	Hr.	
9.30.4.	General Labour	Item 6.4	Hr.	

Annual Escalation	Refer to Item in Specifications	Percentage Escalation
Annual Percentage Escalation/Mark-up (Maximum of 6 %)	Item 6.6	%

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



21. MBD 7.2 – CONTRACT FORM – RENDERING OF SERVICES

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 render services described in the attached bidding documents to **Overstrand Municipality**, in accordance with the requirements and task directives / proposals specifications stipulated in Tender Number **SC1689/2016: SUPPLY AND ERECTING OF FENCES ON AN “AS AND WHEN” BASIS IN OVERSTRAND AREA**, at the prices quoted as per pricing schedule above.
2. My offer(s) remain(s) binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
3. 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) Filled in task directive/proposal
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2011
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
4. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
5. 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.
6. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
7. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (to be completed by OVERSTRAND MUNICIPALITY)

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

SIGNED AT _____ on this _____ day of _____ 20 ____.

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

22. DECLARATION BY TENDERER

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 fulfillment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfillment 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

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

B	If you are a bidder, NOT DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, it is compulsory to complete and attach the following forms:		
1	Database Registration Form		
2	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

FORMS REMOVED & HANDED TO DATABASE OFFICIAL					
1	Database Registration Form	Yes		No	
2	Questionnaire For Preferential Procurement Policy	Yes		No	
2.1	BBBEE Certificate / Letter from Auditor				
3	Declaration By Supplier	Yes		No	
4	National Small Business Act No. 102 Of 1996 Classification	Yes		No	
5	Nature Of Operations, Products Or Services	Yes		No	
6	Credit Order Instruction	Yes		No	
7	Documents Required:				
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	
8.	LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:				
<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>					
	Removed	Checked			
Print Name					
Signature					
Date					





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 jeug . (18 – 35 Jaar oud) / Percentage of shareholding of persons in the business classified as youth . (18 – 35 Years old) / Ipersenti labantu abanezabelo kwinkonzo zoshishino ababizwa ngokuba lulutsha (18 – 35 Yeminyaka)	%
4	Is u besigheid geleë binne die jurisdiksie van die munisipaliteit ?	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

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

1. This document serves as a declaration to be used by the municipality in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system. No Registration will be accepted from persons in the service of the state*.

2.(a) Any prospective supplier, having a kinship with persons in the service of the state, including a blood relationship, may in terms of current legislation register on the Municipality's Database. In view of possible allegations of favouritism, should a resulting bid, or part thereof, be awarded to suppliers connected with or related to persons in the service of the state, it is required that the supplier or his/her authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

2.(b) The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have:

- (i) abused the municipality's supply chain management system or committed any improper conduct in relation to such system;
- (ii) been convicted for fraud or corruption during the past five years;
- (iii) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;
- (iv) being a person whose tax matters are not cleared by the South African Revenue Services; or
- (v) been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	<input type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	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	<input type="checkbox"/>	NO
3.9.1	If so, furnish particulars.			



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

CERTIFICATION

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

Signature	Position	Date

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

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

Name of Company:	
Name of authorised person:	
Signature:	
Date:	

National Small Business Act No. 102 of 1996 Classification

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

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

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

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

DOCUMENTS REQUIRED

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

FOR OFFICE USE ONLY:			
BUSINESS NAME			
DATE RECEIVED		DATE CAPTURED	
ACCEPTED			
DATABASE REGISTRATION NUMBER			