



**QUOTATION NO.: SC 1803/2017**  
**CONSTRUCTION OF SHADEPORTS AT PREEKSTOEL MUNICIPAL OFFICES,**  
**HERMANUS**  
**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT)</b> <i>(refer to page 60):</i>	
<b>COMPLETION/DELIVERY PERIOD IN WEEKS:</b>	

**MAY 2017**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

**Dennis Hendriks**  
**Senior Manager:**  
**Engineering Services**  
Tel. Number: **028 313 5059**

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QUOTATION DETAILS						
QUOTATION NUMBER:	<b>SC 1803/2017</b>					
QUOTATION TITLE:	<b>CONSTRUCTION OF SHADEPORTS AT PREEKSTOEL MUNICIPAL OFFICES, HERMANUS.</b>					
CLOSING DATE:	<b>19 May 2017</b>		CLOSING TIME:	<b>12h00</b>		
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>YES</b>	LEVEL AND CATEGORY:	<b>1GB/1SL</b>			
BID BOX NO:	<b>1</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>90</b>	DAYS FROM THE CLOSING DATE OF BID.				

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

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

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

ENQUIRIES MAY BE DIRECTED TO:	CONTACT PERSON	TEL. NUMBER
1. TECHNICAL ENQUIRIES	<b>D Hendriks</b>	<b>028 313 5059</b>
2. ENQUIRIES REGARDING BID PROCEDURES & COMPLETION OF BID DOCUMENTS	<b>A Moore</b>	<b>028 313 8974</b>
	<b>L du Preez</b>	<b>028 313 8147</b>

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

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

1.	<b>Authority to Sign a Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
2.	<b>Authority to sign for a Joint venture - Bid</b> - Is the form duly completed and is a <b>certified copy</b> of the <b>resolution</b> attached?	Yes	No
3.	<b>Tax Clearance Certificate</b> - Is an <b>ORIGINAL</b> and <b>VALID</b> Tax Clearance Certificate attached?	Yes	No
4.	<b>MBD 4</b> (Declaration of Interest) - Is the form duly completed and signed?	Yes	No
5.	<b>MBD 6.1</b> (Preference Points claim form for purchases/services) - Is the form duly completed and signed? Is a <b>CERTIFIED</b> copy of the <b>B-BBEE Certificate</b> or the <b>original B-BBEE Certificate</b> attached?	Yes	No
6.	<b>MBD 6.2</b> (Local content declaration) - Is the form duly completed and signed?	Yes	No
7.	<b>MBD 8</b> (Declaration of Past Supply Chain Practices) - Is the form duly completed and signed?	Yes	No
8.	<b>MBD 9</b> (Certificate of Independent Bid Determination) - Is the form duly completed and signed?	Yes	No
9.	<b>MBD 15</b> (Certificate of Payment of Municipal Accounts) - Is the form duly completed and signed? Are the <b>Identity numbers, residential addresses</b> and <b>municipal account numbers</b> of <b>ALL</b> members, partners, directors, etc. provided on the form as requested?	Yes	No
10.	<b>MBD16</b> (Key Performance Indicators) - Is the form duly completed and signed?	Yes	No
11.	<b>OHASA</b> (Occupational Health and Safety) - Is the form duly completed and signed? Is a valid <b>Letter of Good Standing</b> from the Compensation Commissioner attached?	Yes	No
12.	<b>Indemnity</b> - Is the form duly completed and signed?	Yes	No
13.	<b>Specifications</b> - Is the form duly completed and signed?	Yes	No
14.	<b>Pricing Schedule</b> - Is the form duly completed and signed?	Yes	No
15.	<b>Form of Offer</b> - Is the form duly completed and signed?	Yes	No
16.	<b>DATA BASE REGISTRATION</b> - Is the form duly completed and signed? Are <b>ALL</b> the supporting documents attached?	Yes	No

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<b>2. QUOTATION NOTICE &amp; INVITATION TO SUBMIT A QUOTATION</b>
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<b>QUOTATION NO. SC 1803/2017</b>
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<b>CONSTRUCTION OF SHADEPORTS AT PREEKSTOEL MUNICIPAL OFFICES, HERMANUS</b>
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Quotations are hereby invited for the **Construction of Shadeports at Preekstoel Municipal offices, Hermanus.**

Quotation documents, in English, are obtainable from **Wednesday, 10 May 2017**, 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. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za).

Sealed Quotations, with **Quotation No.:"SC 1803/2017: Construction of Shadeports at Preekstoel Municipal offices, Hermanus"** 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.

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

Bidders should have an estimated **CIDB** contractor grading of at least **1GB/1SL** or higher.

The closing date and time of the quotation is on **19 May 2017 at 12h00** and Quotations will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

Please refer enquiries to **Dennis Hendriks** at telephone number: **028 313 5059**.

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**3. AUTHORITY TO SIGN A BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

1	Company (Pty) Ltd. & Ltd.		Please complete <b>section 1</b> below
2	Close Corporation (CC)		Please complete <b>section 2</b> below
3	Sole Proprietor		Please complete <b>section 3</b> below
4	Partnership		Please complete <b>section 4</b> below
5	Consortium, Club, Trust, etc.		Please complete <b>section 5</b> below
6	Joint Venture		Please complete <b>section 6</b> below

**1. COMPANIES - (PTY) LTD. & LTD.**

1.1. If a bidder is a **COMPANY ((Pty) Ltd. OR Ltd.)**, 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.

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

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)			
Is a copy of the resolution attached?	YES		NO

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

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**2. CLOSE CORPORATION (CC)**

2.1. 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.

2.2. A valid resolution must be signed by:

- 2.2.1. Majority members; or
- 2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or
- 2.2.3. Company Secretary.

**PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION**

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)			
Is a copy of the resolution attached?	YES		NO
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON**

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

**OR**

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

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

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**4. 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:	

**5. CONSORTIUM / CLUB / TRUST / ETC.**

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 bid and any other documents and  
 correspondence in connection with this bid and / or contract for and on behalf of the consortium.

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

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**6. JOINT VENTURE**

We, the undersigned, are submitting this bid 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 bid offer and any contract resulting from it on our behalf.

**1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)**

Name of firm			
Address			Tel. No.
Signature		Designation	

**2. 2<sup>nd</sup> PARTNER**

Name of firm			
Address			Tel. No.
Signature		Designation	

**3. 3<sup>rd</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		Designation	

**4. 4<sup>th</sup> PARTNER**

Name of firm			
Address:			Tel. No.
Signature		Designation	

**NOTE:** A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.

A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.

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#### 4. 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 that can be utilised, have been taken into consideration;

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- 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;
- 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 on the CIDB website and in the government Tender Bulletin or 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.

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**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 the 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**

**F.2.2.1** 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.

**F.2.2.2** 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.

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**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.

**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.

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- 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.
- 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".

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**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.

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**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.

**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.

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**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.

**F.3.9.2** 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 BBBEE contribution

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- 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 R50 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 R50 000 000 (all applicable taxes included):

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

Where:

- P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;
- P<sub>t</sub>* = Comparative price of tender or offer under consideration; and
- P<sub>min</sub>* = Comparative price of lowest acceptable tender or offer.

- 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 tenderer 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	14
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 a tenderer 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 tenderer who scores the highest total number of points.

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**The 90/10 preference points system for acquisition of services, works or goods with a Rand value above R50 million**

- 5) (a) The following formula must be used to calculate the points for price in respect of tenders with a Rand value above R50 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 tenderer 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	6
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 a tenderer 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 tenderer who scores the highest total number of points.

**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.

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

Formula	Comparison aimed at achieving	Option 1 <sup>a</sup>	Option 2 <sup>a</sup>
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
	<sup>a</sup> $P_m$ = 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:

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

**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,
- 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,
- complies with the legal requirements, if any, stated in the tender data, and
- 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:

- addenda issued during the tender period,

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- 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.

**F3.19 Transparency in the procurement process**

**F3.19.1** The CIDB prescripts require that tenders must be advertised and be registered on the CIDB i-Tender system.

**F3.19.2** The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

**F3.19.3** 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.

**F3.19.4** 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
- 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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## 5. GENERAL CONDITIONS OF TENDER

### 1. GENERAL

- 1.1. All bids must be submitted in **handwriting** on the official forms supplied (**not to be re-typed**)
- 1.2. No alterations /corrections to the information in the document (including pricing) may be performed by erasing or using masking fluid / tape (Tipp-Ex or similar) on any submitted page or by pasting another page over it with glue.
- 1.3. Alterations/corrections may only be executed as follows:
  - 1.3.1. Strike a line through the incorrect information, write the corrected information as appropriate (under, above or next to the information to be corrected), and initial at every alteration/correction.
  - 1.3.2. Bid submissions with material alterations / corrections not in compliance with the requirements as described above, will be rejected.
  - 1.3.3. All alterations to the pricing schedule / Bill of Quantities (BoQ) and / or any pricing not in accordance with clause 1.3.1 above, will be rejected.

### 2. PRICING

- 2.1. Rates and prices offered by the bidder must be written onto the pricing schedule or form of offer of this document by hand, completed in full and signed by the duly authorised signatory.
- 2.2. All prices shall be quoted in South African currency, and be **INCLUSIVE of VAT**.
- 2.3. Bid prices must include all expenses, disbursements and costs (e.g. transport, accommodation etc.) which may be required for the execution of the bidder's obligations in terms of the Contract. Bid prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract, as well as overhead charges and profit (in the event that the bid is successful), unless otherwise specified.
- 2.4. All bid prices will be final and binding.
  - 2.4.1. A bid will not be invalidated if the amount in words and the amount in figures do not correspond,
  - 2.4.2. in which case the amount in words shall be read out at the bid opening and shall be deemed to be the bid amount; therefore, where there is a discrepancy between the amount in figures and the amount in words, the amount in words shall apply-

### 3. FORWARD EXCHANGE RATE COVER

- 3.1. In the event of price(s) based on the exchange rate, the successful bidder(s) will be required to obtain exchange rate cover in order to protect the Municipality against exchange rate variations.
- 3.2. The bidder must provide proof of forward exchange rate cover within 14 days after an order was placed.
- 3.3. If proof that forward exchange rate cover was taken out within 14 days after the order was placed but is not submitted to the Municipality along with the invoice, the contract price adjustment will not be accepted and the contract may be cancelled.

### 4. SUBMITTING A BID:

- 4.1. Sealed bids, with the "**Bid Number and Title**" clearly endorsed on the envelope, must be deposited in the relevant **bid box** as indicated in the notice of the bid, **on or before the closing date and time** of the bid.
- 4.2. The bid boxes are in the Main Cash Hall, Hermanus Municipal Offices, 2 Magnolia Avenue, Hermanus.

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- 4.3. A specific bid box is provided for each bid to be deposited into and no bid will be considered which, subsequent to the closing date and time for that specific bid, is found in another box.
- 4.4. The bid box deposit slot is 28cm x 2.5cm.
- 4.5. Mailed, telegraphic, e-mailed or faxed bids **will not be accepted**.

**5. BID OPENING**

- 5.1. Bids shall be opened in public at the Hermanus Municipal Offices as soon as possible subsequent to the closing time for the receipt of bids.
- 5.2. The Municipality will record in a register (which is open to public inspection) and publish on its website, the details of bids received by the closing date and time.
- 5.3. Any bid received after the appointed time for the closing of bids **shall not be considered** but shall be filed unopened with the other bids received, which bid(s) can be returned to the bidder at his request and cost.

**6. BIDS WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:**

- 6.1. Relevant specifications;
- 6.2. Value for money;
- 6.3. Capability to execute the contract; and
- 6.4. PPPFA & associated regulations.

**7. TEST FOR RESPONSIVENESS:**

- 7.1. A Bids will be considered non-responsive if:
  - 7.1.1. the bid is not in compliance with the specifications;
  - 7.1.2. the bidder has not fully completed and signed where required, all the returnable documents as listed in the bid document; and/or
  - 7.1.3. the bidder has failed to clarify or submit any supporting documentation within 2-5 business days of being requested to do so in writing.
- 7.2. The Municipality reserves the right to accept or reject:
  - 7.2.1. any variation, deviation, bid offer, or alternative bid offer; may cancel the bidding process and reject all bid offers at any time before the formation of a contract. The MUNICIPALITY shall not accept or incur any liability to a bidder for such cancellation and/or rejection, and will only provide written reasons for such action upon receipt of a written request to do so;.
  - 7.2.2. a bid offer which does not, in the Municipality's opinion, materially and/or substantially deviate from the terms, conditions and specifications of the bid document.
  - 7.2.3. the whole bid or part of a bid or any item or part of any item, or to accept more than one bid (in the event of a number of items being offered), and the Municipality is not obliged to accept the lowest or any bid.
- 7.3. The bidder shall declare ALL the Municipal account numbers for which the enterprise or the proprietors or directors in their personal capacity/capacities is/ are responsible or co-responsible for;
  - 7.3.1. The Municipality has the right to summarily disqualify any bidder who, either at the date of submission of a bid or at the date of its award, is indebted to the Municipality in respect of any municipal rates and taxes or municipal service charges for more than three months. However, an agreement signed by the bidder whereby the bidder agrees that a percentage or fixed amount at the discretion of the municipality, be deducted from payments due to him/her for this bid, until the debt is paid in full, will also be accepted by the Municipality.

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**8. INCORRECT INFORMATION**

Where a contract has been awarded on the strength of the information furnished by the bidder which after the conclusion of the relevant agreement, is proven to have been incorrect, the municipality may, in addition to any other legal remedy it has or may have, recover from the contractor all costs, losses or damages incurred or sustained by the municipality as a result of the award of the contract.

**9. WITHDRAWAL OF BID DURING AND AFTER THE SCM PROSES:**

- 9.1. When a bidder withdraws his/her bid during the SCM bidding process, it must be in writing, prior to the award of the bid, of which Overstrand holds the right to accept or reject with or without a claim for any damages.
- 9.2. When a bidder withdraws or cancels the contract after award of the bid to the particular winner of the bid, the awarded bidder will be held responsible for any damages or administrative expenses incurred prior to the award of the bid.

**10. INVOICES**

All invoices must be forwarded to the following address:

Overstrand Municipality  
 PO Box 20  
 Hermanus, 7200

**10.1. Legal requirements for invoices**

10.1.1. Please ensure that your tax invoices complies with the requirements as stipulated by SARS (VAT Act No 89 of 1991), i.e.:

**10.1.1.1. Ordinary invoice (not VAT Registered)**

- a) The word '**INVOICE**' in a prominent place
- b) Official invoice number and date of transaction
- c) Trade name, legal name, registration number (if any) and address of supplier
- d) The Official order number of Overstrand Municipality is compulsory – non-compliance – no payment
- e) The Municipality's name and postal address (PO Box 20, Hermanus, 7200)
- f) Accurate description of goods and / or services supplied / provided.
- g) Unit of measurement of goods or services supplied
- h) Price

10.1.1.2. **VAT/Tax invoice (VAT registered)** An example of a valid Tax Invoice is attached as **Annexure C**.

- a) Word '**TAX INVOICE**' in a prominent place
- b) Trade, legal name and registration number(if any) of supplier
- c) Address and VAT number of supplier
- d) The official invoice number and date of invoice
- e) The Official order number of Overstrand Municipality is compulsory – non-compliance – no payment
- f) The Municipality's name and postal address (PO Box 20, Hermanus, 7200) and VAT registration number (4140106396)
- g) Accurate description of goods and / or services supplied / provided.
- h) Unit of measurement of goods or services supplied
- i) Price and VAT amount

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## 11. PAYMENT TERMS

- 11.1. It is the policy of the Overstrand Municipality to pay all creditors by means of electronic bank transfers.
- 11.2. Creditors will be paid within 30 days after receipt of an invoice and statement for the month in question, detailing all invoices during that month and reflecting the total amount due by the Municipality. In exceptional circumstances, the Municipality may, at its discretion, deviate from the above.
- 11.3. In order to qualify for a weekly payment, a supplier must be registered as a **Survivalist Enterprise / Micro Enterprise**<sup>1</sup> on the Municipality's supplier database. It must however be noted, that a weekly payment is not a right in terms of this Policy. Survivalist and Micro enterprises may request such payments which may then be made at the discretion of the Municipality. These weekly payments will be reviewed after a period of 12 months of doing business with the Municipality, as it may be assumed that the enterprise will, by that stage be self-sustainable. It is the obligation of the supplier to arrange earlier payments with the creditors department.

## 12. PRECEDENCE OF TERMS AND CONDITIONS

- 12.1. Precedence of terms and conditions in documentation during the bidding process and after award, resulting in an formal agreement:
- 12.1.1. The following precedence will apply to documentation and legislation during the bidding process and after award of a bid to a bidder:
- 12.1.1.1. Municipal Financial Management Act 56 of 2003
- 12.1.1.2. Municipal Supply Chain Management Regulations
- 12.1.1.3. Supply Chain Management policy
- 12.1.1.4. Specifications of the bid document
- 12.1.1.5. Special Conditions of Contract
- 12.1.1.6. General Conditions of Contract
- 12.1.1.7. Service Level Agreements/ Service Delivery Agreements
- 12.1.1.8. Memorandum of Understanding/ Memorandum of Agreements

### <sup>1</sup> SURVIVALIST ENTERPRISES / MICRO ENTERPRISES ARE DEFINED AS FOLLOWS:

**Survivalist enterprises** are generally defined as businesses set up by people unable to find a paid job or get into an economic sector of their choice. Income generated from these activities usually falls far short of even a minimum income standard, with very little capital invested, virtually no skills training in the particular field and only limited opportunities for growth into a viable business. This category is characterised by poverty and the attempt to survive.

**Micro enterprises** are very small businesses, often involving only the owner, some family members and at the most one or two paid employees. They usually lack 'formality' in terms of business licenses, value-added tax (VAT) registration, formal business premises, operating permits and accounting procedures. Most of them have a limited capital base and only rudimentary technical or business skills among their operators. However, many micro enterprises advance into viable small businesses. Earning levels of micro enterprises differ widely, depending on the particular sector, the growth phase of the business and access to relevant support.

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

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

1. In order to meet this requirement, bidders are required to complete in full the TCC 0001 form, “Application for a Tax Clearance Certificate” and submit it to any SARS branch office nationally or on the website [www.sars.gov.za](http://www.sars.gov.za). The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
2. Applications for the Tax Clearance Certificates may also be made via e-Filing. In order to use this provision, taxpayers will need to register with SARS as e-Filers through the website [www.sars.gov.za](http://www.sars.gov.za)
3. 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.
4. In bids where Consortia / Joint Ventures / Sub-Contractors are involved, each party must submit a separate Tax Clearance Certificate.
5. Tax Compliance Status (TCS) Pin as of 18 April 2016
  - a. In terms of the new Tax Compliance Status System implemented by SARS on 18 April 2016, taxpayers are now able to issue the municipality with a TCS Pin which can be used to verify a bidder’s tax status online via SARS E-filing.
  - b. The taxpayer must issue the municipality with the following:

Bidders who are not in possession of an original Tax Clearance Certificate must provide at least 2 of the 3 numbers listed below in order to verify the Tax Clearance Certificate via SARS e-filing		
1	Tax Reference Number:	
2	Tax Compliance Status Pin:	
3	Tax Clearance Certificate Number:	

- c. If a bidder is registered on the Overstrand Municipality Supplier’s Database and the Municipality is already in possession of an original tax clearance certificate which is valid on closing date of bid, it **MUST** be indicated as such on this page, whereby the attaching of a new tax clearance certificate to this page will not be needed.
6. Should a Tax Clearance Certificate not be verifiable on the SARS e-filing system, the bidder will be afforded an opportunity to submit a valid, verifiable Tax Clearance Certificate. It will result in the invalidation of the bid, should the bidder fail to provide a valid, verifiable Tax Clearance Certificate.

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

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

<b>3.1.</b>	<b>Full name of bidder or his or her representative</b>				
<b>3.2.</b>	<b>Identity number</b>				
<b>3.3.</b>	<b>Position occupied in the company (director, shareholder<sup>3</sup> etc.)</b>				
<b>3.4.</b>	<b>Company registration number</b>				
<b>3.5.</b>	<b>Tax reference number</b>				
<b>3.6.</b>	<b>VAT registration number</b>				
<b>3.7.</b>	<b>Are you presently in the service of the state?</b>	YES		NO	
3.7.1.	If so, furnish particulars:				
<b>3.8.</b>	<b>Have you been in the service of the state for the past twelve months?</b>	YES		NO	
3.8.1.	If so, furnish particulars:				

<sup>2</sup> MSCM Regulations: "in the service of the state" means to be –

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

<sup>3</sup> "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.



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:				



<b>3.14.</b>	Please provide the following information on <b>ALL</b> directors / shareholders / trustees / members below:		
full name and surname	identity number	personal income tax number	Provide State <sup>4</sup> employee number <i>(Only to be completed if in the service of the State)</i>

**NB:**

- **PLEASE ATTACH CERTIFIED COPY(IES) OF ID DOCUMENT(S)**
- **PLEASE PROVIDE PERSONAL INCOME TAX NUMBERS FOR ALL DIRECTORS / SHAREHOLDERS / TRUSTEES / MEMBERS, ETC.**

**4. DECLARATION**

I, the undersigned (name) \_\_\_\_\_,

certify that the information furnished in paragraph 3 above is correct.

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

<sup>4</sup> **MSCM Regulations: "in the service of the state" means to be –**

1. a member of –
  - 1.1.1. any municipal council;
  - 1.1.2. any provincial legislature; or
  - 1.1.3. 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.



**8. MBD 6.1 – PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 – PURCHASES/SERVICES (80/20)**

**NB:**  
 Before completing this form, bidders must study the general conditions, definitions and directives applicable in respect of B-BBEE, as prescribed in the Preferential Procurement Regulations, 2017.

**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 R50 000 000 (all applicable taxes included); and
  - 1.1.2. the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- 1.2. The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point 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
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5. Failure on the part of a bidder to 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 original sworn affidavit confirming annual turnover and level of black ownership in the case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. 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) as amended by Act No 46 of 2013;



- 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, skill 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 an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- 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. **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- 2.15. **“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;
- 2.16. **“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;
- 2.17. **“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;
- 2.18. **“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
- 2.19. **“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 6(2) and 7(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	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2. A bidder who qualifies as an EME in terms of the B-BBEE Act must submit an original sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3. A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4. A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5. A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6. Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7. A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8. A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.



**6. BID DECLARATION**

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

B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1	
B-BBEE Status Level of Contribution as reflected on the B-BBEE Certificate	
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 a sworn affidavit.

**7. SUB-CONTRACTING**

Will any portion of the contract be sub-contracted? (Tick applicable box)	YES		NO	
If yes, indicate:				
what percentage of the contract will be subcontracted?	%			
the name of the sub-contractor?				
the B-BBEE status level of the sub-contractor?				
whether the sub-contractor is an EME? (Tick applicable box)	YES		NO	

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

Name of Enterprise			
VAT registration number			
Company registration number			
TYPE OF ENTERPRISE (Tick applicable box)	Partnership / Joint Venture / Consortium		
	One person business / sole proprietor		
	Company ((Pty) Ltd. / Ltd.)		
	Close Corporation (CC)		
Describe principal business activities			
Company Classification (Tick applicable box)	Manufacturer		
	Supplier		
	Professional service provider		
	Other service providers, e.g. transporter, etc.		
Total number of years the company/firm has been in business			



**9. MUNICIPAL INFORMATION**

Name of municipality where business is situated	
Registered municipal account number	
Stand number	
Total number of years the company/firm has been in business	

**10. DECLARATION**

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-BBEE status level of contribution indicated in paragraph 6 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- 10.1. The information furnished is true and correct;
- 10.2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 10.3. In the event of a contract being awarded as a result of points claimed as shown in paragraph 6, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- 10.4. 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 –
  - 10.4.1. disqualify the person from the bidding process;
  - 10.4.2. recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - 10.4.3. 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;
  - 10.4.4. 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
  - 10.4.5. 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**

**ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 1.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document);  
or
- 1.2. **A VALID** affidavit / certificate issued by Companies Intellectual Property Commission (CIPC);  
or
- 1.3. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
  - 1.3.1. A registered Auditor approved by the Independent Regulatory Board for Auditors (IRBA); or
  - 1.3.2. A verification Agency accredited by the South African National Accreditation System (SANAS).

**2. QSEs**

**ONLY THE FOLLOWING WILL BE ACCEPTED:**

- 2.1. **A VALID ORIGINAL** sworn affidavit, confirming annual turnover and level of black ownership (form available in the tender document);  
or
- 2.2. **A VALID ORIGINAL** B-BBEE status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their B-BBEE rating issued by:
  - 2.2.1. A registered Auditor approved by IRBA; or
  - 2.2.2. A verification Agency accredited by SANAS.

**3. BIDDERS OTHER THAN EMEs AND QSEs**

- 3.1. The bidder **MUST** submit either a **VALID ORIGINAL B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by:
  - 3.1.1. A Registered Auditor approved by IRBA; or
  - 3.1.2. A Verification Agency accredited by SANAS.

**4. WHEN CONFIRMING THE VALIDITY OF CERTIFICATES ISSUED BY AN AUDITOR REGISTERED WITH IRBA, THE FOLLOWING SHOULD BE DETAILED ON THE FACE OF THE CERTIFICATE:**

- 4.1. The Auditor's letterhead with FULL contact details;
- 4.2. The Auditor's practice number;
- 4.3. The name and physical location of the measured entity;
- 4.4. The registration number and, where applicable, the VAT number of the measured entity;
- 4.5. The date of issue and date of expiry;
- 4.6. The B-BBEE Status Level of Contribution obtained by the measured entity; and
- 4.7. The total black shareholding and total black female shareholding.

**9. SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,			
<b>Full name</b>			
<b>Surname</b>			
<b>Identity number</b>			
Hereby declare under oath as follows:			
<b>1.</b>	The contents of this statement are to the best of my knowledge a true reflection of the facts.		
<b>2.</b>	I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:		
	Enterprise Legal Name		
	Trading Name		
	Registration Number		
	Enterprise Address		
	Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date	
<b>3.</b>	I hereby declare under oath that:		
	The enterprise is		% black owned
	The enterprise is		% black woman owned
	Based on the financial statements / management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million Rand);		
	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>		
	<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)	
	<b>Level Two</b>	More than 51% black owned (125% B-BBEE procurement recognition)	
	<b>Level Four</b>	Less than 51% black owned (100% B-BBEE procurement recognition)	
<b>4.</b>	The entity is an empowering supplier in terms of <b>the dti</b> Codes of Good Practice.		
<b>5.</b>	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.		
<b>6.</b>	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.		
Deponent signature:		Commissioner of Oaths stamp	
Date:			
Commissioner of Oaths signature			
Date			

**10. SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL**

I, the undersigned,			
Full name			
Surname			
Identity number			
Hereby declare under oath as follows:			
7.	The contents of this statement are to the best of my knowledge a true reflection of the facts.		
8.	I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:		
	Enterprise legal name		
	Trading name		
	Registration number		
	Enterprise physical address		
	Type of entity (CC, (Pty) Ltd., Sole Proprietor, etc.)		
	Nature of business		
	Definition of "Black People"	As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians – (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- i. Before 27 April 1994; or ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date	
9.	I hereby declare under oath that:		
	The enterprise is	% black owned	As per amended code series 100 of the amended Codes of Good Practice issued under section 9(1) of B-BBEE Act no. 53 of 2003 as amended by Act n. 46 of 2013
	The enterprise is	% black woman owned	
	The enterprise is	% Black designated group owned	
	Based on the financial statements / management accounts and other information available on the latest financial year-end of _____, the annual Total Revenue was between R10,000,000.00 (ten million rands) and R50,000,000 (fifty million rands),		
	Please confirm on the table below the B-BBEE level contributor, <b>by ticking the applicable box.</b>		
	<b>Level One</b>	100% black owned (135% B-BBEE procurement recognition)	
	<b>Level Two</b>	At least 51% black owned (125% B-BBEE procurement recognition)	
10.	I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.		
11.	The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.		
	Deponent signature:		Commissioner of Oaths stamp
	Date:		
	Commissioner of Oaths signature		
	Date		

**11. MBD 6.2. – DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS**
**1. Introduction**

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

Before completing this declaration, bidders must study the:

- General Conditions,
- Definitions,
- Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017; and
- South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1)<sup>5</sup> and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates
  - Annexure C- Local Content Declaration: Summary Schedule,
  - Annexure D- Imported Content Declaration: Supporting Schedule to Annex C and
  - Annexure E- Local Content Declaration: Supporting Schedule to Annex C.

**2. General Conditions**

- 2.1 Preferential Procurement Regulations, 2017 (Regulation 8) makes provision for the promotion of local production and content.
- 2.2 Regulation 8.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraph 2.1 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

*x* is the imported content in Rand

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

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

- 2.6 A bid may be disqualified if –
- (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

<sup>5</sup> The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial\\_development/ip.jsp](http://www.thedti.gov.za/industrial_development/ip.jsp) at no cost.



- (b) the bidder fails to declare that the Local Content Declaration Templates (Annexure C, D and E) have been audited and certified as correct.

**3. Definitions**

- 3.1 **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 3.2 **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 3.3 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 3.4 **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 3.5 **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility(close corporation, partnership or individual).
- 3.6 **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 3.7 **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 3.8 **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 3.9 **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

#	Description of services, works or goods	Stipulated minimum threshold as a %
1.	R12 Steel rod	100%
2.	Steel support posts	100%
3.	Steel frame	100%
4.	Bolts and nuts	100%
5.	Shade netting	100%

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

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

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



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

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

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

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

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

*(Tick applicable box)*

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

6.1 If yes, provide the following particulars:

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

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

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

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



**LOCAL CONTENT DECLARATION**

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

**In respect of Tender No. SC1803/2017: Construction of Shadeports at Preekstoel Municipal offices, Hermanus, issued by Overstrand Municipality**

**NB**

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

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

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

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

(name of bidder entity), the following:

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

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

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

4. I accept that the Municipality has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
5. I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Municipality imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

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



<b>ANNEXURE C</b>	<b>SATS 1286.2011</b>
<b>Local Content Declaration – Summary Schedule</b>	

<b>(C1) Tender No.</b>	SC 1803/2017		
<b>(C2) Tender Description</b>	Construction of shadeports at Prekstoel Municipal Offices, Hermanus		
<b>(C3) Designated product(s)</b>	Steel, Textile		
<b>(C4) Tender Authority</b>	Overstrand Municipality		
<b>(C5) Name of Tendering Entity</b>			
<b>(C6) Tender Exchange Rate</b>	<b>Currency</b>		<b>Rate</b>
<b>(C7) Specified local content %</b>			

NOTE: VAT to be excluded from all calculations

Calculation of local content								Tender summary			
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)	(C16)	(C17)	(C18)	(C19)
5.8	R12 Steel rod							3m			
5.2	Steel support posts							25m			
5.3	Steel frame							110m			
5.7	Bolts and nuts							120			
5.4	Shade netting							90m <sup>2</sup>			
								<b>(C20) Total tender value</b>			
								<b>(C21) Total Exempt imported content</b>			
								<b>(C22) Total Tender value net of exempt imported content</b>			
								<b>(C23) Total Imported content</b>			
								<b>(C24) Total local content</b>			
								<b>(C25) Average local content % of tender</b>			

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

\_\_\_\_\_  
DATE

MUNISIPALITEIT



MUNICIPALITY

**ANNEXURE D**

**SATS 1286.2011**

**Imported Content Declaration – Supporting Schedule to Annexure C**

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

**NOTE: VAT to be excluded from all calculations**

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

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

(D19) Total exempt imported value

**This total must correspond with Annex C – C21**

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

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

(D32) Total imported value by tenderer



**ANNEXURE D - Continued**

SATS 1286.2011

**Imported Content Declaration – Supporting Schedule to Annexure C**

**NOTE: VAT to be excluded from all calculations**

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

D. Other foreign currency payments			Calculation of foreign currency payments		Summary of Payments	
Type of payment	Local supplier making the payment	Overseas beneficiary	Foreign currency value paid	Tender rate of exchange	Local value of payments	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	
<b>(D52) Total of foreign currency payments declared by tenderer and/or 3<sup>rd</sup> party</b>						
<b>(D53) Total o imported content and foreign currency payments – (D32), (D45) and (D52) above</b>						

**This total must correspond with Annex C – (C23)**

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



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

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

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

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

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

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

**(E13) Total local content**

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

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

\_\_\_\_\_  
DATE



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

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

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



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

**5. CERTIFICATION**

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

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

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



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

- This Municipal Bidding Document (MBD) must form part of all bids<sup>6</sup> invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>7</sup> Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 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:
  - take all reasonable steps to prevent such abuse;
  - 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
  - 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.
- 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.
- 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;

<sup>6</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>7</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



5. For the purposes of this Certificate and the accompanying bid, I understand that the word “competitor” shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - a. has been requested to submit a bid in response to this bid invitation;
  - b. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - c. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>8</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a. prices;
  - b. geographical area where product or service will be rendered (market allocation)
  - c. methods, factors or formulas used to calculate prices;
  - d. the intention or decision to submit or not to submit, a bid;
  - e. the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f. bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

<sup>8</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.



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

**DECLARATION IN TERMS OF PARAGRAPH 38(1)(d)(i) OF THE SUPPLY CHAIN MANAGEMENT POLICY OF THE OVERSTRAND MUNICIPALITY (To be signed in the presence of a Commissioner of Oaths)**

I, \_\_\_\_\_, \_\_\_\_\_ (full name and ID no.), hereby acknowledge that the Municipality may reject the tender of the tenderer if any municipal rates and taxes or municipal service charges owed by the bidder 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 bidder 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(s) / shareholder(s) / partner(s) / member(s), etc.:**

Director / partner / member	Physical residential address of the director / partner / member	Municipal account number(s)

**PLEASE NOTE:**

1. Copies of all municipal accounts, not older than 3 months, to be submitted with the bid.
2. If the entity or any of its directors/shareholders/partners/members, etc. rents/leases premises a copy of the rental/lease agreement is to be submitted with this bid.

Signature	Position	Date

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

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.	Work(s) performed / goods delivered within timeframes specified		
2.	Work(s) performed / goods delivered within financial framework specified		
3.	Acceptable quality of work(s) performed / goods delivered		
4.	OTHER:		
<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	



**16. SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT, NO 85 OF 1993**

**INTRODUCTION**

In terms of section 16(1) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) the Chief Executive Officer is responsible as far as is reasonably practicable to ensure that the duties of his employer as contemplated in the Act are properly discharged. This responsibility is also, in terms of section 37(2) of the Act, 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 in the process of being executed will be conducted and if found not to be in compliance with the said agreement, a notice of non-compliance will be issued. All work will be stopped, reasons for non-compliance must be given including the corrective action that will be taken to rectify the situation must be stipulated.

<b>COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993 (ACT 130 OF 1993)</b>	
<p><b>Overstrand Municipality</b> has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p><b>NOTE:</b>  <b>A copy of the latest receipt together with a copy of the relevant assessment OR a copy of a valid Letter of Good Standing to be handed in, in this regard.</b></p>	

<b>PRINT NAME:</b>			
<b>CAPACITY:</b>		<b>Name of firm</b>	
<b>SIGNATURE:</b>		<b>DATE:</b>	



**WRITTEN AGREEMENT**

This is a written agreement between

**OVERSTRAND MUNICIPALITY**

And

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

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

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

I furthermore agree to comply with the Health and Safety requirements and to liaise with the 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:			

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MUNICIPALITY

**17. INDEMNITY**

Given by (name of company) \_\_\_\_\_  
of (registered address of company) \_\_\_\_\_  
a company with limited liability registration number \_\_\_\_\_  
registered in terms of Laws of the Republic of South Africa (hereinafter the contractor), represented by  
(name of representative) \_\_\_\_\_  
in his capacity as (designation) \_\_\_\_\_  
of the contractor, and duly authorised by a resolution dated \_\_\_\_\_/20\_\_\_\_\_.

**WHEREAS** the contractor entered into a contract with the municipality dated \_\_\_\_\_/20\_\_\_\_\_.

**AND WHEREAS** the Municipality requires an indemnity from the contractor.

**NOW THEREFORE** the contractor hereby indemnifies and holds harmless the Municipality in respect of all loss and/or damage that may be incurred or sustained by the contractor 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 instituted 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 including all legal fees and costs that may be incurred by the Municipality in examining, resisting or settling any such claims.

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



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

## 18. SPECIFICATIONS

### 1. Introduction

The successful bidder / bidders will be expected to construct pitched shadeports for six parking bays (5 normal plus one disabled) at the offices of the Engineering Services Department at the Preekstoel Water Treatment Plant in Hermanus. The submission of a tender signifies complete acceptance of the conditions contained in these instructions, the Form of Offer and the annexures.

### 2. Background

The Engineering Services Department requires shadeports to accommodate and conform to the needs of the staff.

### 3. Scope

Supply and construction of 5 No 5.0m x 2.5m and 1 No 5.0m x 4.25m shadeports which include the steel posts and supports, the shade netting as well as the concrete to anchor the posts. Shade ports should have a minimum height clearance of 2.20m.

### 4. General

- 4.1. Construction of shadeports will take place at the offices of the Engineering Services Department at the Preekstoel Water Treatment Plant in Hermanus.
- 4.2. Overstrand Municipality reserves the right to claim any damages caused by the bidder for the withdrawal of a bidder after the award has taken place. This claim, due to withdrawal, will include administration and advertisement expenses.
- 4.3. Prices must include all preparation, material, labour and transport costs for construction of the shadeports at the offices of the Engineering Services Department at the Preekstoel Water Treatment Plant in Hermanus and must include VAT.
- 4.4. Non-compliance with the agreed delivery time, quality, quantity and prices agreed could lead to breach of contract and the supplier will be liable for any expenses incurred as result thereof.
- 4.5. All construction work must conform to the standard Civil and Building Industry Code of Practice.
- 4.6. Bidders to have a minimum CIDB grading of 1SL or 1GB.
- 4.7. Quotations must be valid for a period of 90 days from closing date.
- 4.8. Work must be completed within a period of two weeks. Penalties of R200/day for late completion will be applicable if work is not completed within two weeks.
- 4.9. Prospective bidders must familiarise themselves with conditions on site.
- 4.10. Local content

In terms of legislation, the tenderer is required to complete MBD 6.2 included herein. The tenderer must confirm the local content of the listed items in Annexure C of the said document.

### 5. Technical Requirements

- 5.1. The contractor must provide all materials, labour and transport to complete the work.
- 5.2. Steel posts: 76mm dia x 2mm, galvanized.
- 5.3. Steel frame: 50mm dia x 2mm, galvanized.
- 5.4. Shade cloth to be charcoal colour, polyethylene material offering 93% - 98% UV protection and 96% shade factor.
- 5.5. Shade cloth to be Driz weave by Knittex or similar approved quality (alternative product name to be indicated if applicable).
- 5.6. Foundations to be 600mm x 600mm x 800mm deep with 25 MPa concrete. Asphalt to be reinstated where excavations for foundations were done.



- 5.7. All bolts and nuts to be galvanized steel class NH4.8.
- 5.8. R12 steel rods through posts to be casted in concrete foundations.
- 5.9. All shadeports to be bolted onto the next to provide extra strength and support.
- 5.10. The contractor must remove and dispose of any spoil materials and leave the works neat and tidy on completion.
- 5.11. The municipality's building inspector must inspect the excavation of the foundations before any concrete is cast.

5.12. Minimum Requirements:		Please indicate with and "X" whether the offer complies with the requirements.			Reference (Supporting documents attached)
		YES	NO	Comment	
5.12.1	Five years experience in the supply and construction of shade ports. The registration certificate of the company as proof that the contractor has been registered for shade port construction for more than 5 years.				
5.12.2	Supply a list of at least 5 (contactable) references.				
5.12.3	CIDB registration of at least 1SL or 1GB.				

**6. Functionality / Pre-Qualification criteria**

N/A

**7. Implementation Timetable**

Time for construction and completion of shadeports is preferably before 30 June 2017.

**8. Information to be provided by the Tenderer**

- 8.1. Completed Tender Form (including Pricing Schedule).
- 8.2. Company registration certificate (refer 5.12.1).
- 8.3. Contactable references (refer 5.12.2).
- 8.4. Alternative product name and details, if applicable (refer 5.5).
- 8.5. Proof of Registration with the Compensation Commissioner in terms of the COIDA (Letter of Good Standing).

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**19. 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			



**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 SCHEDULE:**

Item No	Item Description	Qty	Unit Rate Incl. VAT	Total Incl. VAT
1	Shadeport: 5.0m x 2.5m	5		
2	Shadeport: 5.0m x 4.25m	1		
<b>TOTAL PRICE INCLUDING 14% VAT</b>				
<b>COMPLETION PERIOD IN WEEKS</b>				

**PLEASE NOTE:**

The Overstrand Municipality reserves the right to purchase any number of items as it may deem expedient. It further reserves the right to award the whole bid or any part thereof to one bidder.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**21. FORM OF OFFER AND ACCEPTANCE**

**NOTES:**

1. This form must be completed by both the successful bidder (Part 1) and the purchaser (Part 2).
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.

**1. OFFER**

- 1.1. The employer, identified in the acceptance signature block, has solicited offers to enter into a contract in respect of the following works:
- 1.2. The bidder, identified in the offer signature block, has examined the draft contract as listed in the acceptance section and agreed to provide this offer.
- 1.3. By the representative of the bidder, deemed to be duly authorised, signing this part of this form of offer and acceptance, the bidder offers to perform all of the obligations and liabilities of the employer under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

<b>THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:</b>	
In figures:	R
In words:	

- 1.4. This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the bidder before the end of the period of validity stated in the bid data, whereupon the bidder becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature(s)		
Name(s)		
Capacity		
For the bidder:		
Name of witness:	<i>(Insert name and address of organisation)</i>	Date
Signature of witness:		



**2. ACCEPTANCE**

- 2.1. By signing this part of this form of offer and acceptance, the employer identified below accepts the bidder's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the bidder's offer shall form an agreement between the employer and the bidder upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
  
- 2.2. Deviations from and amendments to the documents listed in the bid data and any addenda thereto listed in the returnable schedules as well as any changes to the terms of the offer agreed by the bidder and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this form of offer and acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.
  
- 2.3. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the bid documents and the receipt by the bidder of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

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

<b>22. DECLARATION BY TENDERER</b>
------------------------------------

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

I / We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of \*my / our tender and that I / we elect *domicillium citandi et executandi* (physical address at which legal proceedings may be instituted) in the Republic at:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

I / We accept full responsibility for the proper execution and 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 correctness and validity of my / our tender; that the price quoted cover all the work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.

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

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



## PART C – DATABASE REGISTRATION

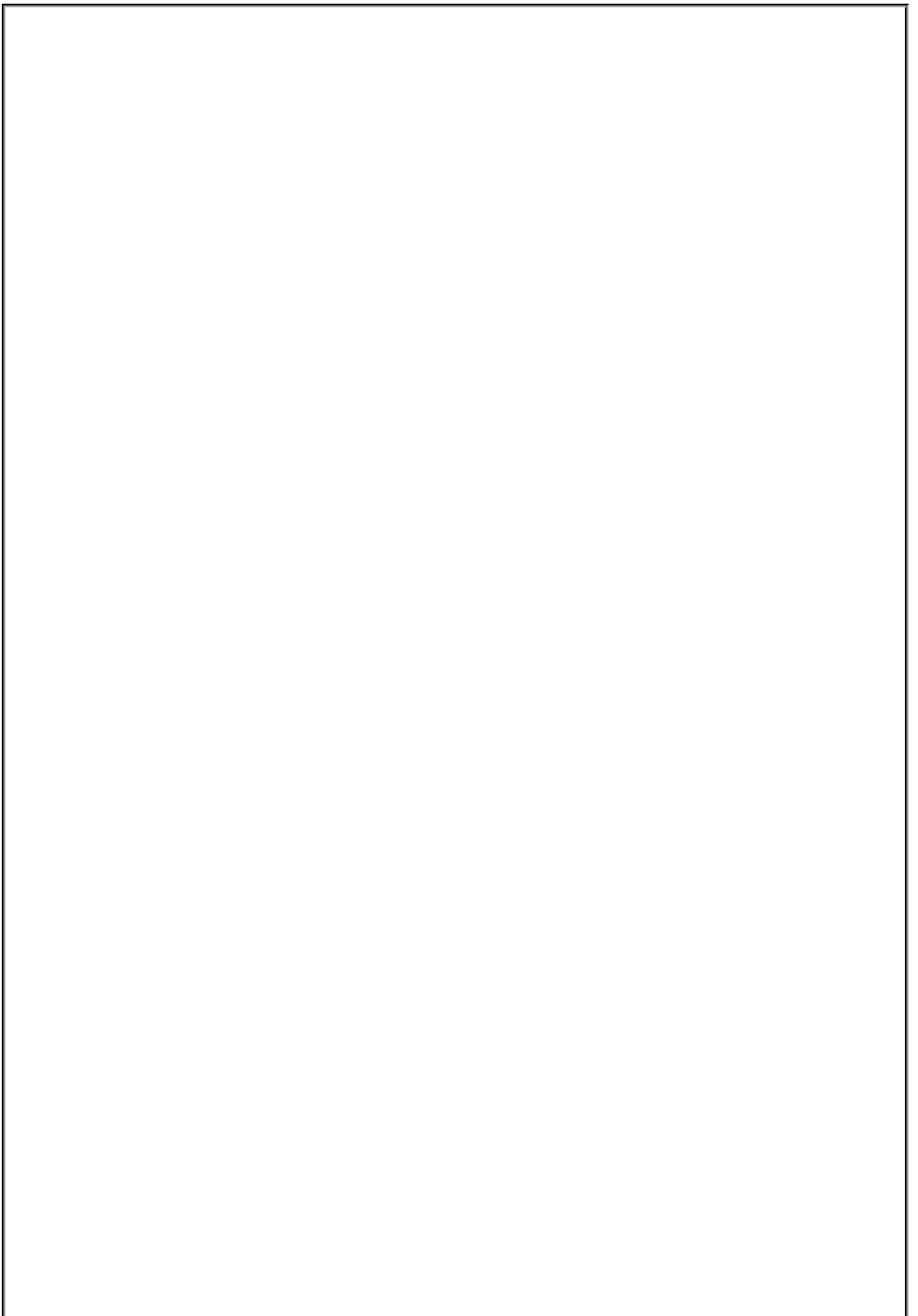
<b>A</b>	<b>If you are a bidder, DULY REGISTERED as a Preferred Supplier on the Supply Chain Management Database of the Overstrand Municipality, COMPLETE THIS SECTION</b>		
<b>SCM DATABASE REGISTRATION NUMBER</b>		<b>SC</b>	
<b>NAME OF FIRM</b>			
<b>SIGNATURE</b>		<b>CAPACITY</b>	
<b>NAME (PRINT)</b>			

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



**FOR OFFICE USE ONLY**

<b>FORMS REMOVED &amp; HANDED TO DATABASE OFFICIAL</b>					
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	<b>Documents Required:</b>				
7.1	Copy of Company Registration Documentation	Yes		No	
7.2	Tax Clearance Certificate	Yes		No	
7.3	PAYE	Yes		No	
7.4	UIF Certificate / proof	Yes		No	
7.5	WCA Certificate / Letter of Good Standing	Yes		No	
7.6	Copies of ID documents of Directors / Members / Shareholders / Partners.	Yes		No	
8.	<b>LIST ANY OTHER FORMS REMOVED AND SUBMITTED TO DATABASE OFFICIAL:</b>				
<i>I confirm that I have removed the forms as indicated above from the tender document and forwarded it to the Supplier Database Official</i>					
	<b>Removed</b>	<b>Checked</b>			
<b>Print Name</b>					
<b>Signature</b>					
<b>Date</b>					





**PREFERENTIAL PROCUREMENT REGULATIONS 2017**

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

1.1. 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

- 1.2. 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.
- 1.3. 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.
- 1.4. 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.
- 1.5. 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.
- 1.6. 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.
- 1.7. 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.
- 1.8. 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.

**2. BID DECLARATION**

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

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

*(Points claimed in respect of paragraph 1.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or an Accounting Officer as contemplated in the CCA).*

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

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

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



**DECLARATION BY SUPPLIER**

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

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

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

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

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	NO	
3.3.1	<b>If so, furnish particulars.</b>			
3.4	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
3.4.1	<b>If so, furnish particulars.</b>			
3.5	Do you, have any relationship (family, friend, other) with persons <i>in the service of the state</i> and who may be involved with the evaluation and or adjudication of any prospective bid?	YES	NO	
3.5.1	<b>If so, furnish particulars.</b>			
3.6	Are you, aware of any relationship (family, friend, other) between a supplier and any persons <i>in the service of the state</i> who may be involved with the evaluation and or adjudication of any bid?	YES	NO	
3.6.1	<b>If so, furnish particulars.</b>			
3.7	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.7.1	<b>If so, furnish particulars.</b>			
3.8	Is any spouse, child or parent of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
3.8.1	<b>If so, furnish particulars.</b>			
3.9	Is the supplier or any of its directors/partners listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?	YES	NO	
3.9.1	<b>If so, furnish particulars.</b>			



<b>3.10</b>	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	
<b>3.10.1</b>	<b>If so, furnish particulars.</b>				
<b>3.11</b>	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	
<b>3.11.1</b>	<b>If so, furnish particulars.</b>				
<b>3.12</b>	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	
<b>3.12.1</b>	<b>If so, furnish particulars.</b>				
<b>3.13</b>	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	
<b>3.13.1</b>	<b>If so, furnish particulars.</b>				

**CERTIFICATION**

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

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

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

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

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

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

1. We will be honest and deal in good faith;
2. We will not improperly try to influence any municipal official or decision; We will avoid all conflicts of interest;
3. 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;
4. We will not be involved in collusion with other service providers (i.e. price-fixing);
5. 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).
6. We will ensure and take accountability to keep our database records up to date, avoiding misrepresentation.
7. We will ensure to comply with legislative requirements applicable.
8. We will inform the Overstrand of any unethical behaviour known, either from other suppliers or
9. Overstrand officials, supported by the protection of our Whistle Blowing policy.
10. We will contribute by all means necessary, in building a positive ethical culture in the Overstrand.

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

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



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

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







**DOCUMENTS REQUIRED**

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	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	

<b>FOR OFFICE USE ONLY:</b>			
<b>BUSINESS NAME</b>			
<b>DATE RECEIVED</b>		<b>DATE CAPTURED</b>	
<b>ACCEPTED</b>			
<b>DATABASE REGISTRATION NUMBER</b>			