



TENDER NO.: SC 1595/2015

**LEAK DETECTION IN WATER PIPELINES IN THE OVERSTRAND MUNICIPAL
AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2018**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT) <i>(refer to page 75):</i>	

APRIL 2015

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

Goosen le Roux
Principal Technician
Tel. Number: 028 313 8946

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TENDER DETAILS			
TENDER NUMBER:	SC1595/2015		
TENDER TITLE:	LEAK DETECTION IN WATER PIPELINES IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2018		
CLOSING DATE:	2015/05/15	CLOSING TIME:	12H00
SITE MEETING:	DATE: 2015/05/06	TIME:	10H00 COMPULSORY: YES
SITE MEETING ADDRESS:	MUNICIPAL OFFICES, PREEKSTOEL WATER TREATMENT PLANT, HERMANUS (S34 24 31.0 E19 12 23.9)		
CIDB GRADING REQUIRED:	NO	LEVEL AND CATEGORY:	N/A
BID BOX NO:	4	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.	
OFFER TO BE VALID FOR:	90	DAYS FROM THE CLOSING DATE OF BID.	
TENDERER DETAILS (Please indicate postal address for all correspondence relevant to this specific tender)			
NAME OF TENDERER:			
NAME OF CONTACT PERSON:			
PHYSICAL ADDRESS:		POSTAL ADDRESS:	
TELEPHONE #:		FAX NO.	
E-MAIL ADDRESS:			
DATE:			
SIGNATURE OF TENDERER:			
CAPACITY UNDER WHICH THIS BID IS SIGNED:			
PLEASE NOTE:			
1. Tenders that are deposited in the incorrect box will not be considered.			
2. Tender box deposit slot is 28cm x 2.5cm.			
3. Mailed, telegraphic or faxed tenders will not be accepted.			
4. If the bid is late, it will not be accepted for consideration.			
5. Bids may only be submitted on the Bid Documentation provided by the Municipality.			
ENQUIRIES MAY BE DIRECTED TO:			
	ENQUIRIES REGARDING BID PROCEDURES	TECHNICAL ENQUIRIES	
CONTACT PERSON:	BLAKE D'OLIVEIRA	GOOSEN LE ROUX	
TEL. #	028 313 5016	028 313 8946	

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

CHECKLIST

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

TENDER NOTICE & INVITATION TO TENDER

TENDER NO. SC 1595/2015

LEAK DETECTION IN WATER PIPELINES IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2018

Tenders are hereby invited for **Leak Detection in Water Pipelines in the Overstrand Municipal Area for a contract period ending 30 June 2018.**

Tender documents, in English, are obtainable from **Friday, 24 April 2015**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30 upon payment of a tender participation fee of **R143-00** per set. Alternatively the document may be downloaded free of charge from the website: www.overstrand.gov.za .

Sealed tenders, with: "**Tender No.SC1595/2015: Leak Detection in Water Pipelines in the Overstrand Municipal Area for a contract period ending 30 June 2018.**" clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

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

A compulsory information session will be held at **10H00** on **06 May 2015 at the Municipal Offices, Preekstoel Water Treatment Plant, Hermanus (S34 24 31.0 E19 12 23.9)**

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

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

Please refer enquiries to **Goosen Le Roux** at telephone number: **028 313 8946**.

MUNISIPALITEIT



MUNICIPALITY

CLARIFICATION MEETING CERTIFICATE

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

* Delete whichever is inapplicable

Particulars of person(s) attending the meeting :

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

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



AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

Full Name of Consortium Member	Role of Consortium Member	% Participa-tion	Signature
SIGNED ON BEHALF OF PARTNER-SHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT
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1. DEFINITIONS

The following terms shall be interpreted as indicated:

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

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

9. Packing

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

10. Delivery

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

11. Insurance

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

12. Transportation

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

13. Incidental

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

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14. Spare parts

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

15. Warranty

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

16. Payment

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

17. Prices

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

18. Variation orders

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

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19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
 - 23.1.1. if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
 - 23.1.2. if the Supplier fails to perform any other obligation(s) under the contract; or
 - 23.1.3. if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess

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costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

- 23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchase actively associated.
- 23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
 - 23.6.1. the name and address of the supplier and / or person restricted by the purchaser;
 - 23.6.2. the date of commencement of the restriction
 - 23.6.3. the period of restriction; and
 - 23.6.4. the reasons for the restriction.

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

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32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

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GENERAL CONDITIONS OF TENDER

1. Sealed tenders, with the “**Tender Number and Title**” clearly endorsed on the envelope, must be deposited in the **tender box indicated** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus.
2. The tender must be lodged by the Tenderer in the tender box in the Main Cash Hall, Hermanus Municipal Offices, Magnolia Avenue, Hermanus
3. **PLEASE NOTE:**
 - 3.1. Tenders that are deposited in the incorrect box will not be considered.
 - 3.2. Tender box deposit slot is 28cm x 2.5cm.
 - 3.3. Mailed, telegraphic or faxed tenders will not be accepted.
 - 3.4. Documents may only be completed in black ink.
 - 3.5. The use of correction fluid/tape is not allowed.
 - 3.5.1. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.
 - 3.5.2. Alterations or deletions not signed by the Tenderer may render the tender invalid.
 - 3.6. All bids must be submitted in writing on the official forms supplied (not to be re-typed)
 - 3.7. All prices shall be quoted in South African currency and be **INCLUSIVE of VAT**.
4. Any Tender received after the appointed time for the closing of Tenders shall not be considered but shall be filed unopened with the other Tenders received or may be returned to the Tenderer at his request.
5. Tenders may not be telefaxed to the Municipality and therefore any tenders received by fax will **not** be considered.
6. A separate Tender box is provided for the reception of Tenders and no Tender will be considered which, subsequent to the closing hour for Tenders, may be found in another box.
7. Tenders shall be opened in public at the Hermanus Municipal Offices as soon as possible after the closing time for the receipt of tenders.
8. The Municipality shall have the right to summarily disqualify any Tenderer who, either at the date of submission of this tender or at the date of its award, is indebted to the Municipality in respect of any rental, levies, rates and/or service charges; ALTERNATIVELY;
 - 8.1. That an agreement be signed whereby the Tenderer agrees that a percentage or fixed amount at the discretion of the Municipality, be deducted from payments due to him for this tender, until the debt is paid in full.
 - 8.2. The tenderer shall declare **all** the Municipal account numbers in the Overstrand Area for which the enterprise or the proprietors or directors in their personal capacity is/ are responsible or co-responsible.
9. This bid will be evaluated and adjudicated according to the following criteria:
 - 9.1. Relevant specifications
 - 9.2. Value for money
 - 9.3. Capability to execute the contract
 - 9.4. PPPFA & associated regulations

[insert any other criteria]

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10. Invoices

All invoices must be forwarded to the following address:

Overstrand Municipality
 PO Box 20
 Hermanus, 7200

11. Value-Added Tax (VAT)

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

12. Standard Payment Terms

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

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MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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3.9.	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.9.1.	If so, furnish particulars:				
3.10.	Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES		NO	
3.10.1.	If so, furnish particulars:				
3.11.	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.11.1.	If so, furnish particulars:				
3.12.	Is any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in the service of the state?	YES		NO	
3.12.1.	If so, furnish particulars:				
3.13.	Do you or any of the directors, trustees, managers, principal shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES		NO	
3.13.1.	If so, furnish particulars:				



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

NB:

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

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

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.
 I accept that the state may act against me should this declaration prove to be false.

SIGNATURE	DATE	
NAME OF SIGNATORY		
POSITION		
NAME OF COMPANY		

³ MSCM Regulations: "in the service of the state" means to be –

1. a member of –
 2. any municipal council;
 3. any provincial legislature; or
 4. the National Assembly or the National Council of Provinces;
5. a member of the board of directors of any municipal entity;
6. an official of any municipality or municipal entity;
7. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
8. a member of the accounting authority of any national or provincial public entity; or
9. an employee of Parliament or a provincial legislature.



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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

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

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

2. DEFINITIONS

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



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

3. ADJUDICATION USING A POINT SYSTEM

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



4. POINTS AWARDED FOR PRICE

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

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

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

Where:

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

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

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

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

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

6. BID DECLARATION



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

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

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

7. SUB-CONTRACTING

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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



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

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

FOR INFORMATION PURPOSES ONLY

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

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

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

1. BIDDERS OTHER THAN EMES

These bidders **MUST** submit their **ORIGINAL** and valid **B-BBEE** status level verification certificate **OR A CERTIFIED COPY** thereof, substantiating their **B-BBEE** rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.



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

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

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



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

5. CERTIFICATION

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

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

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



MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

OVERSTRAND MUNICIPALITY

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

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

⁴ Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



- 5.2. could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- 5.3. provides the same goods and services as the bidder and/or is in the same line of business as the bidder
- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium⁵ will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - 7.1. prices;
 - 7.2. geographical area where product or service will be rendered (market allocation)
 - 7.3. methods, factors or formulas used to calculate prices;
 - 7.4. the intention or decision to submit or not to submit, a bid;
 - 7.5. the submission of a bid which does not meet the specifications and conditions of the bid; or
 - 7.6. bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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



MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

NB: Please attach certified copy(ies) of ID document(s)
 If the entity or any of its Directors/Shareholders/Partners, etc. rents/leases premises, a copy of the rental/lease agreement must be submitted with this tender.

Signature	Position	Date

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

1. KEY PERFORMANCE INDICATORS (KPIs)			
1.1.	Work(s) performed / goods delivered within timeframes specified		
1.2.	Work(s) performed / goods delivered within financial framework specified		
1.3.	Acceptable quality of work(s) performed / goods delivered		
1.4.	OTHER:		
	(a)		
	(b)		
	(c)		
	(d)		
	(e)		
<p>I / We acknowledge that I / we am / are fully acquainted with the abovementioned Key Performance Indicators (KPIs) applicable to this tender / contract as stipulated by the Municipality and that I / we accept these Key Performance Indicators (KPIs) in all respects.</p> <p>I / We furthermore confirm I / we satisfied myself / ourselves as to the corrections and validity of my / our tender: that the price quoted cover all the work / item(s) specified in the tender document and that the price cover all my / our obligations under a resulting contract and that I / we accept that any mistake(s) regarding price and calculations will be at my / our risk.</p>			
SIGNATURE			NAME (PRINT)
CAPACITY			DATE
NAME OF FIRM			
WITNESS 1			WITNESS 2



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

INTRODUCTION

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

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

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

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

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

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

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

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

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

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

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



WRITTEN AGREEMENT

This is a written agreement between

OVERSTRAND MUNICIPALITY

And

_____ *(Name of the MANDATORY)*

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

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

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

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

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



FORM OF INDEMNITY

INDEMNITY

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

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

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

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



PART B – SPECIFICATIONS AND PRICING SCHEDULE



SPECIFICATIONS

SECTION A: SPECIAL CONDITIONS OF CONTRACT

1. INSURANCE

- 1.1. The Contractor shall effect and maintain, for the duration of the contract, the following insurance in the joint names of the Contractor and the Employer.
- 1.2. Indemnity for public liability to a limit of R 5 000 000-00 for any single claim and the number of claims to be unlimited during the duration of the contract. The Contractor shall be responsible for the payment of any excess for any and all claims
- 1.3. In the event of a public liability claim, the Contractor will be liable for the payment of all and any excess amount or payment of the claim if the settlement amount is less than the excess amount. The Contractor shall also be liable for payment of the insurance premiums”.

2. NOTICES

- 2.1. All correspondence will be by means of email unless agreed to in writing by both parties. The Acceptance of the bid is stipulated in the Form of Offer and Acceptance. Once the Form is signed by both parties the term contract shall be in place, but no work shall be carried out before a portion of work is identified by the Employer and an official order is issued to the Contractor.

3. COMMENCEMENT WITH WORK AND ISSUING OF AN OFFICIAL ORDER

- 3.1. The Contractor shall, within two weeks after receipt of an Order, commence with the rendering of the Services on site. The Contractor shall submit a programme for completing the work under the Order which is subject to approval by the Employer. The Contractor shall be liable for payment of penalties should the agreed time period be exceeded.”

4. PENALTIES

- 4.1. If the Contractor fails to commence with the work on site within two weeks after receipt of an official Order, the purchaser may impose a penalty of one percent (1%) of the Order value per Day for each Day of late commencement.
- 4.2. If the Contractor fails to complete the services for a specific Order within the agreed time, the Employer may impose a penalty of one percent (1%) of the Order value per Day for each Day of late completion.

5. ESCALATION

Prices quoted by the Contractor shall remain fixed for work completed up to 30 June 2016, where after it will be escalated at a rate of six percent (6%) per annum for the remainder of the contract.

6. CLARIFICATION MEETING

- 6.1. The clarification meeting is compulsory
- 6.2. Tenderers must be represented at the site inspection/clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved.
- 6.3. Tenderers must sign the attendance list in the name of the tendering entity. One representative may only represent one Tenderer.

7. ALTERNATIVE TENDER OFFERS

No alternative tender will be considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



8. OCCUPATIONAL HEALTH AND SAFETY

- 8.1. Tenderers are to note the requirements of the Occupational Health and Safety Act No. 85 of 1993 and the amended Construction Regulations 2014. The tenderer shall be deemed to have read and fully understood the requirements of the above Act and Regulations and to have allowed for all costs in compliance therewith.
- 8.2. Tenderers are to note that the Contractor is required to ensure that all sub-contractors or others engaged in the performance of the contract must also comply with the above requirements.
- 8.3. The Contractor shall prepare and maintain a Health and Safety File in respect of the project, which shall be available for inspection on Site at all times and handed over to the Employer on Final Completion of the project.

9. EVALUATION OF QUALITY OF TENDER OFFER

- 9.1. Tenders will be allocated a quality score out of 100 in terms of the Quality Scoring Evaluation Criteria Table as shown in Section C. The score for quality will be determined by the Employer based on his interpretation of the comparative quality of the various tenders, as evidenced by the documentation provided with the tender.
- 9.2. The minimum quality score required is 70%. Tenderers who do not obtain this minimum score will not be considered responsive and their tender will not be evaluated further.
- 9.3. For each item of the Quality Scoring Evaluation Criteria Table, the allocated score will be a percentage of the maximum specified for that particular item, in accordance with the following scale:
 - 9.3.1. Insufficient : 0%
 - 9.3.2. Poor : 10%
 - 9.3.3. Average : 65%
 - 9.3.4. Good : 80%
 - 9.3.5. Excellent : 100%
- 9.4. The tenderer must complete Section C to obtain quality points.

10. TERM CONTRACT AND ORDERS

- 10.1. It is the intention of the Employer to enter into a term contract for the period ending 30 June 2018. The Employer reserves the right to award the term contract to only one or more contractors.
- 10.2. Once work is identified, the employer will compile a separate schedule of quantities for the specific portion of work that is identified and will cost it. An official Order will be issued to the Contractor. The issuing of an Order under the term contract is subject to budget availability and the Employer is not obliged to issue any Order to any contractor during the full term of the contract.

11. THE EMPLOYER’S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER

The employer may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

12. 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. The Employer will 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



13. PRICING THE TENDER OFFER

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 tender closing date.

14. TENDER OFFER VALIDITY

Tender offer validity is *90 days*.

15. CLARIFICATION OF TENDER OFFER AFTER SUBMISSION

- 15.1. 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).
- 15.2. This 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.

16. PROVIDE OTHER MATERIAL

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 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.

17. ARITHMETICAL ERRORS, OMISSIONS AND DISCREPANCIES

- 17.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 17.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers
 - 17.2.1. the gross misplacement of the decimal point in any unit rate;
 - 17.2.2. omissions made in completing the pricing schedule or bills of quantities; or
 - 17.2.3. arithmetic errors in:
 - a) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - b) the summation of the prices.
- 17.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and either confirm the tender offer as tendered or accept the corrected total of prices.
- 17.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - 17.4.1. 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.
 - 17.4.2. 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.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SECTION B: SCOPE OF WORK AND PROJECT SPECIFICATIONS

SCOPE

This project specification is set out in two portions.

Portion 1 covers a general description of the project, the facilities available and the requirements to be met.

Portion 2 covers particular specifications that are applicable to the contract.

1. PORTION 1: THE WORKS

1.1. General Description

The work to be carried out includes leak detection services on water pipelines by means of visual inspection together with a listening device (“sounding”), correlation techniques to localize leaks and ground microphones to pinpoint and confirm location of leaks. Noise logging techniques and step testing techniques are to be implemented in areas where other techniques are less effective. The leak detection services are required in water pipelines in the Overstrand

1.2. Location of work

1.2.1. The location of Overstrand within the Western Cape unless any other specific work location is specified, all leak detection services will be conducted in any of the following sub-areas:

- 1.2.1.1. Hangklip and Kleinmond Area
- 1.2.1.2. Hermanus Area
- 1.2.1.3. Gansbaai and Stanford Area

1.2.2. Many parts of the water reticulation networks are located in busy CBD areas and arrangements must be made with the Employer to schedule timing of the work as well as access to the valves and fittings on the reticulation systems.

1.3. Details of contract

1.3.1. The work to be carried out under this contract consists mainly of the following:

- 1.3.1.1. Leak detection services in water pipelines in the towns and suburbs of the Overstrand
- 1.3.1.2. Visual inspection together with a listening device to identify visible leaks
- 1.3.1.3. Use of correlation techniques and equipment to localize leaks.
- 1.3.1.4. Use of ground microphone equipment to pin-point and confirm location of leaks.
- 1.3.1.5. The use of noise logging techniques and equipment in areas where other techniques are less effective.
- 1.3.1.6. The use of step testing techniques and equipment where other techniques are less effective.
- 1.3.1.7. The identification of leak locations by marking leak locations in situ.
- 1.3.1.8. The provision of leak locations marked up on drawings and in electronic format.
- 1.3.1.9. Verifying accuracy of water meters during leak detection service to confirm water supply for specific areas.
- 1.3.1.10. This description of the works is not necessarily complete and shall not limit the work to be carried out by the contractor under this contract.
- 1.3.1.11. Provisional quantities of each type of work are given in the pricing schedule for evaluation purposes only. As this is a “as and when” required tender, only the rates will be approved.

1.4. Work programme

The Contractor shall, within two weeks (14 Days) after receipt of an Order, commence with the leak detection services. Before commencing with the leak detection services, the contractor shall submit a programme for execution of the work pertaining to the specific Order, which is subject to approval by the Employer.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1.5. Site facilities available

No site facilities are available under this contract and the contractor needs to make his own arrangements in terms of accommodation and subsistence for his staff deployed on the contract. The cost of the same is deemed to be included in the tendered rates.

1.6. Features requiring special attention

1.6.1. Access to properties

- 1.6.1.1. The contractor shall organize the work in such a manner as to cause the least possible inconvenience to the public and to the property owners adjacent to or affected by the work included in this contract.
- 1.6.1.2. The Contractor shall provide access to the public and to the property owners and maintain the necessary access for the duration of the contract.
- 1.6.1.3. The Contractor may, with the approval of the Employer, make arrangements with the occupiers of the affected erven and properties to close off a portion of a street, road, footpath or entrance temporarily, provided the contractor duly notifies the occupiers of the intended closure and its probable duration and shall, as punctually as possible, re-open the route at the prescribed time. Where possible, the road shall be made safe and re-opened to traffic overnight. Any such closure shall be made by arrangement between the Contractor and the occupiers and shall not absolve the Contractor from his obligations under the contract to provide access at all times. The Employer shall be informed of such arrangements prior to implementation and it shall be subject to approval by the Employer. Barricades, traffic signs and drums shall be provided by the Employer to suit the specific conditions.

Note: No payment items have been scheduled separately for any work required to ensure compliance with the above-mentioned. The Contractor must note that the rates and prices tendered shall be deemed to include full compensation for any additional work required to carry out the work as specified and to maintain access, and that no extra payment will be made, nor will any claim for payment for these difficulties be considered.

The arrangements made between the affected parties and the Contractor shall be confirmed in writing by the Contractor and submitted to the Employer for written approval by the Employer.

1.6.2. Contractor's vehicles

All equipment and vehicles used by the contractor shall be roadworthy at all times and all drivers and operators shall be in possession of valid drivers' licenses. The Contractor vehicles must be clearly marked and identifiable as being of a leak detection contractor

1.6.3. Subcontractors

- 1.6.3.1. All matters pertaining to subcontractors (including Nominated Subcontractors) and the work executed by them shall be dealt with directly between the Employer and the Contractor in the context of all subcontract work being an integral part of the work for which the Contractor is responsible.
- 1.6.3.2. The Employer will not liaise directly with any subcontractors nor will he issue instructions concerning the subcontract works directly to any subcontractor.
- 1.6.3.3. All matters arising out of the subcontract agreements shall be dealt with directly between the Contractor and the subcontractors and the Employer will not become involved.

1.6.4. Deliverables

The deliverables to be issued to the Employer in terms of this contract shall be as specified in the particular specification, Portion 2: Leak detection in water pipelines.

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1.6.5. Information supplied by the employer

- 1.6.5.1. Certain information contained in these contract documents, or provided separately, is being offered in good faith. However, in the circumstances pertaining to the type of information supplied, no guarantee can be given that all the information is necessarily correct or representative.
- 1.6.5.2. The employer accepts no liability for the correctness or otherwise of the information supplied or for any resulting damages, whether direct or consequential, should it prove during the course of the contract that the information supplied is either incorrect or not representative. Any reliance placed by the tenderer on this information shall be at his own risk.

1.6.6. Work after hours

- 1.6.6.1. Normal working hours shall be from sunrise to sunset from Mondays to Saturdays. Due to the nature of some of the higher density urban areas, the Contractor may be required to carry out some leak detection activities after normal working hours. Any work required outside of normal working hours shall be arranged with the Employer in advance as specified in the particular specification, and is subject to approval by the Employer.
- 1.6.6.2. The tendered rates are to include for all costs associated with any work carried out after hours and no negotiation or claim shall be entertained by the Employer in this regard.

1.6.7. Non-working days

The contractor shall not work on Sundays or on the following statutory Public Holidays: New Year's Day, Human Rights Day, Good Friday, Family Day, Freedom Day, Workers' Day, Youth Day, National Women's' Day, Heritage Day, Day of Reconciliation, Christmas Day and Day of Goodwill.

1.6.8. Security

- 1.6.8.1. The Contractor will be responsible for the safety and security of his personnel and the site in general all times. All laws, rules and regulations shall be strictly followed in this regard and all the necessary precautions and measures shall be taken to ensure the safety of personnel, the public and equipment.
- 1.6.8.2. The Contractor's security arrangements for this contract, as he deems fit shall be at no extra cost for the Employer.

1.6.9. Photographs

The Employer, Engineer and any of their agents shall at all times be allowed to photograph or film (video) any activities on site and the use of such shall be unlimited.

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2. PORTION 2: LEAK DETECTION IN WATER PIPELINES

2.1. Scope

This is a particular specification which covers leak detection in water pipelines.

2.2. Interpretations

For the purpose of this specification the following definitions shall apply:

- 2.2.1. Correlator: A set of equipment (accelerometers or hydrophones or combination thereof) that detects the noise of a leak at two different points in a pipeline and is used through the process of correlation to locate the position of a leak in a pipeline.
- 2.2.2. Dry Holes: A leak location indicated by the Contractor and found after excavation and exposing the pipeline not to be a leak or the actual leak location found at distance greater than 750 mm from the location indicated by the contractor.
- 2.2.3. Ground microphone: A listening device to pinpoint and confirm the position of leaks after the implementation of localization techniques.
- 2.2.4. In-line leak detection techniques: Leak detection techniques designed for large diameter pipelines (> 300mm diameter) to conduct leak detection inspections in-line while the pipeline is under pressure and in service and can be a tethered or free swimming system.
- 2.2.5. Listening Stick : Specialized electronic equipment with an earpiece and is used to listen to leaks on fittings of a water pipeline and to pinpoint the location of a leak.
- 2.2.6. Noise loggers : As set of equipment placed on fittings in a reticulation network to pick up leak noise over a determined period of time in order to localise leaks or confirm the presence of leaks.
- 2.2.7. Pinpointed leak: A leak location that is detected and confirmed by the Contractor and of which the exact location is marked in situ with the method as specified in this specification.
- 2.2.8. Step testing: A flow-based method of localising water loss within a zoned distribution system.
- 2.2.9. Visual Inspection: Driving or walking (or both) through an area on a water pipe reticulation network and doing a visual inspection to identify and accurately record the position and classification of any visible leaks.
- 2.2.10. Flow Logging Equipment: A portable flow meter that has a certified calibrated certificate and is electrical and battery operated with a battery operating period of at least one week. The equipment must be able to measure flows from different pipe materials and pipe diameters up to 500mm. It must be able to withstand damp conditions in flow meter chamber for periods of over a week. The equipment must be able to measure water flow rates and water volumes over a specific period and this data must be available for download and provided to the Employer in table and graph format.

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2.3. Extent of Leak Detection Services

- 2.3.1. The Leak Detection services are required to confirm areas with water leaks and to determine the position of leaks in the water reticulation pipelines and bulk water mains within the Overstrand Municipal Area. The services include the leak detection services only and any repair work required will be executed by the Employer and /or an appointed third party contractor.
- 2.3.2. The leak detection work must conform completely with this specification and includes but is not limited to:
 - 2.3.2.1. Leak detection services in water pipelines in the towns and suburbs of the Overstrand Municipal Area. Leak detection is also required for bulk pipelines which may also be located on private farm land and environmentally sensitive areas.
 - 2.3.2.2. Visual inspection together with a listening device to identify visible leaks
 - 2.3.2.3. Use of correlation techniques and equipment to localize leaks.
 - 2.3.2.4. Use of ground microphone equipment to pin-point and confirm location of leaks.
 - 2.3.2.5. The use of noise logging techniques and equipment in areas where other techniques are less effective.
 - 2.3.2.6. The use of step testing techniques and equipment where other techniques are less effective.
 - 2.3.2.7. The identification of leak locations by marking leak locations in situ.
 - 2.3.2.8. The provision of leak locations marked up on drawings and in electronic format.
- 2.3.3. All leak detection equipment shall be calibrated for accuracy before the work commences and maintained throughout duration of the contract.
- 2.3.4. The Contractor will be required to perform leak detection services without interruption of the normal operation of the water supply system. If interruption in the water supply system is required for a specific leak detection task, prior arrangements shall be made with the Employer to ensure affected consumers can be notified timeously of any such interruption. The Contractor shall notify the Employer at least fourteen (14) days before commencement of the activity that causes the interruption in water supply. Only Municipal staff may open or close valves.
- 2.3.5. The Contractor will be held responsible for damage to street surfaces, curbs, gutters, existing utilities, etc. that result from their negligence during the rendering of the leak detection services. The Contractor shall be responsible for the cost resulting there from and the payment of such cost shall be deductible from any payments due by the Employer to the Contractor.

2.4. Types of Leak Detection Services, Equipment to be Used and Personnel

The Employer shall identify the need for leak detection services in a specific area and shall instruct the Contractor by issuing an Order to conduct leak detection services which can be any one or a combination of the following types of leak detection services, as defined below. It is a requirement of this contract that leaks are pinpointed by the Contractor within an accuracy of 750 mm of the leak:

2.4.1. Type 1: Visual inspection

This type of leak detection service entails driving or walking (or both) through an area on the water reticulation network; conducting a visual inspection to identify any visual leaks, potential illegal connections and any other system anomalies.

The Contractor shall prepare the following deliverables for this type of leak detection service:

- 2.4.1.1. A drawing of the area that has been covered with the position of leaks, potential illegal connections and any other system anomalies marked up and numbered for reference to the information sheet.
- 2.4.1.2. The position of the leaks, potential illegal connections and any other system anomalies marked in situ for easy location in the field.

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2.4.1.3. An information sheet containing the following information regarding the leak, but not limited to:

- a) Unique leak number
- b) Address information closest to the leak
- c) Description of the leak, i.e. major leak at hydrant, minor leak at valve, etc.
- d) GPS coordinates of the leak recorded with a handheld GPS device
- e) Date on which the leak was identified
- f) Comments and / or recommendations

2.4.1.4. All major leaks must be communicated to the Local Authority within 24 hours of detection.

2.4.2. Type 2: Sounding

This type of leak detection service requires the use of an electronic listening stick and entails walking through an area on the water reticulation network conducting a leak noise survey on all network contact points to localize pipelines with potential leaks. The Contractor shall prepare the following additional deliverables:

2.4.2.1. A drawing with the position of all network contact points in the area that has been covered marked up and numbered for reference to the information sheet.

2.4.2.2. An information sheet with the following information regarding network contact points, but not limited to:

- a) Network contact point number
- b) Address information closest to the network contact point
- c) Description of the network contact point, i.e. hydrant, valve, etc.
- d) GPS coordinates of the network contact point recorded with a handheld GPS device
- e) Date on which sounding was conducted
- f) Comments and / or recommendations

2.4.3. Type 3: Correlation

This type of leak detection service requires the use of correlators and a ground microphone. The Contractor shall pin-point the location of a leak using correlation techniques and equipment. The location of the leak shall be confirmed by using a ground microphone. The Contractor shall prepare the following additional deliverables:

2.4.3.1. A drawing of the area that has been covered with the position of detected leaks marked up and numbered for reference to the information sheet.

2.4.3.2. The position of the detected leaks marked in situ for easy location in the field.

2.4.3.3. An information sheet containing the following information regarding the detected leak, but not limited to:

- a) Unique detected leak number
- b) Address information closest to the detected leak
- c) Description of the leak, i.e. suspected major leak, suspected minor leak, etc.
- d) GPS coordinates of the detected leak recorded with a handheld GPS device
- e) Date on which the leak was detected
- f) Comments and / or recommendations

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2.4.4. Type 4: Noise logging

This type of leak detection service requires the use of noise logging equipment. Where identified by the Employer, this type of leak detection service shall be conducted by the Contractor to localise leaks in an area of the pipeline network. Noise loggers shall be placed on network contact points and logging shall be carried out over a period of at least 72 hours to ensure that off-peak periods are included in the logged data. The Contractor shall note that none of his personnel shall work on site after the normal working hours without prior approval from the Employer. The Contractor shall download and analyse the logged data and prepare the following deliverables:

- 2.4.4.1. A drawing with the position of all network contact points in the area that has been covered marked up and numbered for reference to the information sheet.
- 2.4.4.2. An information sheet with the following information regarding network contact points, but not limited to:
 - a) Network contact point number
 - b) Address information closest to the network contact point
 - c) Description of the network contact point, i.e. hydrant, valve, etc.
 - d) GPS coordinates of the network contact point recorded with a handheld GPS device
 - e) Date and time range over which logging was conducted
 - f) Comments and / or recommendations

2.4.5. Type 5: Larger diameter pipelines

This type of leak detection service is to be conducted in pipelines of 300 mm diameter and greater than 300 mm (nominal diameter). The following methodology shall be followed:

- 2.4.5.1. A visual inspection shall be conducted on the pipeline by walking over the pipeline route to identify any visible leaks.
- 2.4.5.2. The pipeline route shall be surveyed by walking over the pipeline with a ground microphone at 5 m intervals. The location of all leaks that are localized in this manner shall be pin-pointed and confirmed by using a ground microphone.
- 2.4.5.3. All valve chambers shall be opened and inspected for visible leak and contact points shall be sounded with an electronic listening stick.
- 2.4.5.4. In addition to sounding and where the distance between contact points and the pipeline characteristics are within acceptable limits, correlation techniques and equipment shall be used to pin-point leaks.
- 2.4.5.5. In-line leak detection techniques may also be required
- 2.4.5.6. The Contractor shall prepare the following deliverables:
 - a) A drawing of the pipeline routes that has been covered with the position of detected leaks marked up and numbered for reference to the information sheet.
 - b) The position of the detected leaks marked in situ for easy location in the field.
 - c) An information sheet containing the following information regarding the detected leak, but not limited to:
 - i. Unique detected leak number
 - ii. Address information closest to the detected leak if applicable
 - iii. Description of the leak, i.e. suspected major leak, suspected minor leak, etc.
 - iv. GPS coordinates of the detected leak recorded with a handheld GPS device
 - v. Date on which the leak was detected
 - vi. Comments and / or recommendations

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2.4.6. Type 6: Step testing

Where identified by the Employer, this type of leak detection service shall be conducted by the Contractor to localise a suspected large leak in a specific water zone. The Contractor shall not open or close any valves and shall make prior arrangements with the Employer for a municipal plumber to conduct the opening and closing of valves. The Contractor shall follow the following methodology:

- 2.4.6.1. Conduct a network validation exercise to confirm that the water zone is discreet and that there are no cross feeds into other zones by identifying all boundary valves.
- 2.4.6.2. Divide the water zone in sub-zones by identifying circulation valves and step test valves and check the status of valves with regards to operation, open or closed, direction of closing and condition.
- 2.4.6.3. Obtain all relevant pipe data for the specific water zone.
- 2.4.6.4. Install a flow logger at the bulk water meter feeding the water zone.
- 2.4.6.5. Close all consumer water connections.
- 2.4.6.6. Conduct the step test by closing step test valves one by one and analyse the reduction in flow with each valve closure.
- 2.4.6.7. Analyse the logged flow data to localise the leak.
- 2.4.6.8. If the step test is successful, pin-point and confirm the location of the leak by using correlation ground microphone equipment.
- 2.4.6.9. The Contractor shall prepare the following deliverables:
 - a) A drawing with the position of the detected leak marked up.
 - b) The position of the detected leak marked in situ for easy location in the field.
 - c) An information sheet with the following information regarding detected leak, but not limited to:
 - i. Address information closest to the detected leak
 - ii. GPS coordinates of detected leak recorded with a handheld GPS device
 - iii. Date on which step test was conducted
 - iv. Comments and / or recommendations

2.4.7. Personnel

- 2.4.7.1. All leak detection technicians responsible for a specific type of leak detection service shall have a minimum of 3 years previous experience in the specific type of leak detection service.
- 2.4.7.2. The Contractor shall provide sufficient numbers of suitable skilled leak detection technicians and all the necessary equipment for the work of the Contract to be carried out efficiently and professionally.
- 2.4.7.3. The Contractor shall maintain on site at all times a competent technician in charge of the leak detection work.
- 2.4.7.4. It is a requirement that the technician be approved in writing by the Employer prior to commencement of work. Any change of technician must also be approved in writing by the Employer prior to the change. The technician shall be responsible for the safety of all personnel and site conditions as well as ensuring that all work is conducted in conformance with these specifications and to the level of quality specified.
- 2.4.7.5. Personnel shall be in possession of an identification card (issued by the Employer) and must wear a retro-reflective bib or similar clearly marked and identifiable as being of a leak detection contractor

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2.4.8. Detection and location of water pipes

If water pipes are not shown on the drawings or water pipes shown on the drawings are located in a different location from that shown on the drawings, the Contractor must notify the Employer immediately. If, after such a notification, the Employer can still not locate the water pipes, the Employer may request the Contractor to make use of services detection techniques and equipment to locate the water pipes.

2.5. Other services - Flow logging

- 2.5.1. Verify instantaneous flows (hourly rate shall apply)
- 2.5.2. Verify accuracy of bulk (150mm to 500mm) and domestic (40mm to 200mm) water meters over extended periods (minimum week period) for which the daily rate will apply)
- 2.5.3. Logged data in volumes and flow rates to be provided in table and graph format (Excel) with Verification certificate for each water meter.
- 2.5.4. Logging equipment needs to be electrical and battery operated and water resistant. Battery operational at least up to one week.

2.6. Procedures for commencement and execution of leak detection services

- 2.6.1. The Employer shall from time to time during the term contract period identify areas and preferred methods for leak detection and will request a meeting with the preferred Contractor to discuss the proposed scope of work. The Employer shall then proceed with the preparation of an Order for the execution of the leak detection portion of work an issue such an order to the Contractor.
- 2.6.2. Upon receipt of an official Order, the Contractor shall prepare a programme for completion of the leak detection work specified in the Order. The programme is subject to approval by the Employer. The Contractor shall commence with the leak detection work within two weeks after receipt of an Order and complete the work and submit the deliverables on the date as specified in the approved programme.
- 2.6.3. The Contractor shall notify the Employer without delay should the execution of the work be delayed.

2.7. Deliverables

2.7.1. Drawings

The Contractor will be issued one (1) set of drawings for each area of the pipeline network by the Employer. The Contractor is responsible for providing the required copies for use by his personnel in executing the leak detection services. The Contractor shall issue, upon completion of the leak detection services specified in the Order, one copy of the drawing to the Employer. The drawing shall be marked up as specified

2.7.2. In situ marking

- 2.7.2.1. Detected leaks shall be marked in situ.
- 2.7.2.2. Leak locations below paved surfaces shall be marked with an “X” with white spray paint or similar. The Contractor shall assign a unique leak number to be marked in situ at the leak location and shall correspond with the Drawing Book and Information Sheet.
- 2.7.2.3. Leaks located under gravel or natural ground surfaces shall be marked with a flag stick, anchored at least 300 mm in the ground and extending at least 500 mm higher than the surrounding ground level. The flag shall contain a unique leak number and shall correspond with the Drawing and Information Sheet.

2.7.3. Information Sheet

The information sheet shall be a Microsoft Excel based spread sheet containing the information as specified. The Contractor shall submit a copy of the Information Sheet together with the Drawings and one (1) electronic copy (On CD or DVD and in native Excel format) to the Employer.

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2.8. Quality Control

2.8.1. Contractor's Quality Control System

The Contractor shall implement and maintain a quality control system. The system shall be submitted to the Employer for approval prior to the commencement of any work. The system shall effectively gauge the accuracy of the leak detection work and deliverables and shall also be in accordance with the requirements of this specification. The system shall be managed by the Contractor and the results submitted to the Employer for acceptance.

2.8.2. Dry holes and undetected leaks

2.8.2.1. Dry holes up to a maximum of 20% shall be for the account of the Employer. However, should the percentage of dry holes exceed 20% of pinpointed leak locations under any specific Order, then the Employer reserves the right to review the term contract of the Contractor and terminate the contract in its sole discretion. In addition, the Employer may recover all costs associated with excavation of dry holes and reinstatement thereof from the Contractor.

2.8.2.2. Furthermore, the Employer may also from time to time conduct independent leak detection surveys in areas that have just been covered by the Contractor. Should it be found that more than 10% of the leaks have not been detected, then the Employer reserves the right to review the term contract of the Contractor and to terminate the contract in its sole discretion. In addition, the Employer may recover all costs associated with the detection of the previously undetected leaks.

2.8.2.3. No claim whatsoever shall be entertained by the Employer should this right be exercised.

2.9. Measurement and Payment _____ Unit: Various

- A. Various items shall be scheduled and shall include full compensation for undertaking the leak detection services, preparing and submitting the deliverables in the correct format and include full compensation for the following:
- B. The rates tendered shall include for complying with the whole of the Contractor's obligations under the Contract and shall collectively cover all charges for risks, costs and obligations in terms of the general conditions of contract and of this particular specification.
- C. The rates tendered shall include all head-office and site overheads, management and supervision of the contract, profit, financing costs and adhering and complying with the Employer's Procurement requirements.
- D. The rates tendered shall include all costs for the provision and operation of all necessary equipment and compliance with the Contract. It shall also include all overhead charges, taxes and levies, but will exclude VAT.
- E. No items are scheduled and no additional or separate payment will be made for travelling to the site and all travelling shall be included in the tendered rates.
- F. Where the leak detection work cannot be undertaken because of any reason stipulated as a possible acceptable reason such as :
 - a. background noise is hindering leak detection techniques; or
 - b. weather conditions that is potentially harmful to equipment
 - c. traffic or other physical obstruction prevents access to the network contact points
 - d. where it is necessary to cease leak detection work either in the location of any dangerous environment or where conditions may pose an unacceptable health and safety risk
- G. the rates shall be deemed to include for proceeding to the next working location and for returning to site to complete the work, should the leak detection work become possible whilst the Contractor has other survey work remaining within the Order.
- H. The rates shall include for all the Contractor's risks and costs relating to the recovery of or damage to any equipment used for the work under the Contract.

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- I. The Contractor shall be liable for all costs and damages to infrastructure unless the Contractor has demonstrated to the satisfaction of the Employer that the damage to infrastructure was for reasons beyond the Contractor’s control. The Employer shall be entitled to deduct these costs from any payment due to the Contractor by the Employer.
 - J. No payment will be made in respect of inclement weather.
 - K. Claims for standing time may only be made in the case of delays arising from reasons outside the control and responsibility of the Contractor. If the Contractor considers that he is about to incur delay he shall contact the Employer immediately.
 - L. Scheduled items allow the Contractor to enter a fixed rate for leak detection work measured as length of pipelines covered. These rates shall include for locating the pipeline and contact points, effecting all safety precautions and for moving equipment and personnel between sites. The total length of pipeline shall be defined as being the total length of pipelines covered including valves and fittings as measured from the drawings supplied by the Employer.
- 2.9.1. Leak detection service: Type 1: Visual inspection _____ **Unit : km**
- 2.9.1.1. The tendered rate shall include full compensation for Type 1 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, quality control measures, completing the leak detection work and the preparation of the deliverables as specified.
 - 2.9.1.2. The total length of pipeline covered will be measured for payment.
- 2.9.2. Leak detection service: Type 2: Sounding _____ **Unit : km**
- 2.9.2.1. The tendered rate shall include full compensation for Type 2 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, calibration of equipment, setting up equipment, quality control measures, completing the leak detection work and the preparation of the deliverables as specified
 - 2.9.2.2. The total length of pipeline covered will be measured for payment.
- 2.9.3. Leak detection service: Type 3: Correlation _____ **Unit : km**
- 2.9.3.1. The tendered rate shall include full compensation for Type 3 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, calibration of equipment, setting up equipment, quality control measures, completing the leak detection work and the preparation of the deliverables as specified.
 - 2.9.3.2. The total length of pipeline covered will be measured for payment.
- 2.9.4. Leak detection service: Type 4: Noise logging _____ **Unit : km**
- 2.9.4.1. The tendered rate shall include full compensation for Type 4 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, calibration of equipment, setting up equipment, quality control measures, completing the leak detection work and the preparation of the deliverables as specified. No additional payment shall be made for work that needs to be conducted outside normal working hours.
 - 2.9.4.2. The total length of pipeline covered will be measured for payment.

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2.9.5. Leak detection service: Type 5: Larger diameter pipelines _____ **Unit : km**

2.9.5.1. The tendered rate shall include full compensation for Type 5 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, calibration of equipment, setting up equipment, quality control measures, completing the leak detection work and the preparation of the deliverables as specified.

2.9.5.2. The total length of pipeline covered will be measured for payment.

2.9.6. Leak detection service: Type 6: Step testing _____ **Unit : km**

2.9.6.1. The tendered rate shall include full compensation for Type 6 leak detection services according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer. The tendered rate shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel, calibration of equipment, setting up equipment, quality control measures, completing the leak detection work and the preparation of the deliverables as specified. No additional payment shall be made for work that needs to be conducted outside normal working hours.

2.9.6.2. The total length of pipeline covered will be measured for payment.

2.9.7. Detection and location of water pipes _____ **Unit : km**

2.9.7.1. The tendered rate shall include full compensation for detection and location of water pipes, regardless of the diameter, and shall include full compensation for establishing personnel on site, all transport, accommodation and subsistence of personnel calibration of equipment, setting up equipment, quality control measures and completing of the location of water pipes.

2.9.8. Day-work _____ **Unit : h**

2.9.8.1. Day work may be scheduled for various classes of personnel and the use of equipment. The unit rates for personnel and equipment shall cover all costs and shall include overhead charges and profit, insurances, employment related costs, maintenance and calibration of equipment, establishment of personnel and equipment on site and accommodation, travel and subsistence of personnel.

2.9.8.2. Work may only be performed on a Day-work basis if approved in writing by the Employer prior to commencement of the work. Day-work sheets must be emailed to the Employer on a daily basis for approval.

2.9.9. Logging of flow meters _____ **Unit: h or day**

2.9.9.1. The tendered rate shall include full compensation according to this specification. No payment shall be made until all deliverables as required and specified are submitted and accepted by the Employer

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SECTION C: QUALITY EVALUATION CRITERIA

Tenderers are advised to study the conditions of tender and specifications prior to completing this schedule and providing the technical information.

QUALITY SCORING EVALUATION CRITERIA

Item	Description of quality criteria	Description of information	Maximum points available	Category total	Points attained	Insufficient (0%)	Poor (10%)	Average (65%)	Good (80%)	Excellent (100%)
1	Provision of technical data with tender	No additional information required								
1.1	Thorough completion of returnable schedules / technical detail sheets.	<p>Points for 1.1 will be allocated as follows:</p> <ul style="list-style-type: none"> - All Returnable Schedules completed in all respects = Excellent (100%) - All Returnable Schedules completed with some incomplete details = Good (80%) - One or more Returnable Schedule incomplete = Poor (10%) - No Returnable schedules completed = Insufficient (0%) 	10	10						

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Item	Description of quality criteria	Description of information	Maximum points available	Category total	Points attained	Insufficient (0%)	Poor (10%)	Average (65%)	Good (80%)	Excellent (100%)
2	Specialist expertise and previous experience with work of a similar nature. To be substantiated by submission of a detailed list and description of relevant projects/work, with contact details for client references (use attached sheet to provide the information)	Refer to Returnable Schedule C2 No further information is required. Provide details of maximum of 3 projects undertaken in the last 5 years to score points for item 2.1 and 2.2. Please complete table below complete with all details.								
2.1	Leak detection work undertaken on water pipelines using sounding, correlation and noise logging techniques to a value of more than R25 000	<u>Points for 2.1 will be allocated as follows:</u> - Three projects listed with all details as requested = Excellent (100%) - Three projects listed with incomplete details = Good (80%) - Two projects listed with all details provided as requested = Average (65%) - Two projects listed with incomplete details or only one project listed = Poor (10%) - No projects listed = Insufficient (0%)	20	30						
2.2	Tenderer's reputation (to be confirmed with positive client references)	<u>Points for 2.2 will be allocated as follows (The Employer/Engineer will contact references provided):</u> - Three positive references received = Excellent (100%) - Two positive references received = Good (80%) - One positive reference received = Average (65%) - One or more negative reference received = Poor (10%) - No references provided = Insufficient (0%)	10							

COMMENTS:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Description of project and Date completed	Client	Value of project	Min and Maximum diameter and pipe materials	Sounding techniques used (Yes/No and specify)	Correlation techniques used (Yes/No and specify)	Noise logging techniques used (Yes/No and specify)	Client Contact Name	Client Contact No.
Project 0 : Example : Overstrand Leak Detection in Water Mains in Hermanus: Completed December 2012	Overstrand Municipality	R 150,000	110mm dia to 350mm dia, uPVC & Asbestos Cement	Yes, Electronic listening stick	Yes, accelerometer and pinpointing with ground microphone	Yes, direct download methodology	Mike Bartman	028 313 8982
Project no 1 :								
Project no 2 :								
Project no 3 :								
<u>COMMENTS:</u>								

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Item	Description of quality criteria	Description of information	Maximum points available	Category total	Points attained	Insufficient (0%)	Poor (10%)	Average (65%)	Good (80%)	Excellent (100%)
3	Submission and quality of CVs of staff to be employed on the Contract, showing expertise and experience with work of a similar nature	Refer to Returnable Schedule C3 (Please ensure the CV's are attached to C3) No further information is required.								
3.1	Contract Manager appointed by the contractor (relevant experience should include as a minimum experience with sounding, correlation and noise logging techniques)	<u>Points for 3.1 will be allocated as follows:</u> - Contract Manager with more than 10 years relevant experience = Excellent (100%) - Contract Manager with between 7 and 10 years relevant experience = Good (80%) - Contract Manager with between 5 and 7 years relevant experience = Average (65%) - Contract Manager with less than 5 years relevant experience = Insufficient (0%)	15	30						
3.3	Technician appointed by contractor (relevant experience should include as a minimum experience with sounding, correlation and noise logging techniques)	<u>Points for 3.2 will be allocated as follows:</u> - Technician with more than 7 years relevant experience = Excellent (100%) - Technician with between 5 and 7 years relevant experience = Good (80%) - Technician with between 3 and 5 years relevant experience = Average (65%) - Technician with less than 3 year relevant experience = Insufficient (0%)	15							

COMMENTS:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Item	Description of quality criteria	Description of information	Maximum points available	Category total	Points attained	Insufficient (0%)	Poor (10%)	Average (65%)	Good (80%)	Excellent (100%)
4	Leak detection equipment	Refer to Returnable Schedule C1 No further information is required.								
4.1	Provide list of leak detection equipment owned by the tenderer which shall be used on the contract	<u>Points for 4.1 will be allocated as follows:</u> - Tenderer owns Electronic Listening Stick, Correlating Equipment, Ground Microphone, Noise logging equipment and In-line leak detection equipment = Excellent (100%) - Tenderer owns Electronic Listening Stick, Correlating Equipment, Ground Microphone and Noise logging equipment = Good (80%) - Tenderer owns Electronic Listening Stick, Correlating Equipment and Ground Microphone = Average (65%) - Tenderer does not own Electronic Listening Stick, Correlating Equipment and Ground Microphone as a minimum = Poor (10%) - No equipment listed = Insufficient (0%)	30	30						
Total points allocated for quality			100	100						

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



**SCHEDULE C2:
WORK CARRIED OUT BY THE TENDERER**

Employer, contact person and telephone number	Consulting Engineer, contact details	Description of Contract and nature of work	Value of Work Inclusive of VAT (Rand)	Date Completed / Anticipated date of completion

Failure to complete this Schedule will result in the Tender not being considered.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SCHEDULE C3:**DETAILS OF EMPLOYEES' EXPERIENCE AND ORGANOGRAM OF STAFF TO BE EMPLOYED FOR THIS PROJECT**

Tenderers shall set out in the Schedule hereunder details of the Employees' experience in work of a similar nature to that for which their Tender is submitted. The successful tender shall employ the employees for this specific contract or substitute the employees with employees with similar qualifications and experience. Tenderers must attach CV's of the key employees.

Failure to complete this Schedule and attaching the CV's will result in the Tender not being considered.

CONTRACT MANAGER	NAME: _____ QUALIFICATION : _____ NO OF YEARS APPLICABLE EXPERIENCE : _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

TECHNICIAN FOR LEAK DETECTION	NAME: _____ QUALIFICATION : _____ NO OF YEARS APPLICABLE EXPERIENCE : _____			
CONTRACT & CLIENT	NATURE OF WORK	POSITION HELD	VALUE OF WORK	YEAR COMPLETED

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SECTION D: TABLE OF NETWORK DETAILS

Pipes Diam (mm)	Length (m)			
	Bulk	Network	Total	%
Buffels River System				
≤ 45	0	0	0	0
> 45 ≤ 75	0	61 220	61 220	44
> 75 ≤ 125	0	34 615	34 615	25
> 125 ≤ 175	8 400	19 625	28 025	20
> 175 ≤ 275	0	5 525	5 525	4
> 275 ≤ 375	4 920	5 140	10 060	7
> 375 ≤ 475	930	0	930	1
> 475 ≤ 575	0	0	0	0
> 575	0	0	0	0
Buffels River Total	14 250	126 125	140 375	100
Kleinmond				
≤ 45	0	0	0	0
> 45 ≤ 75	0	44 570	44 570	63
> 75 ≤ 125	0	16 415	16 415	23
> 125 ≤ 175	0	5 260	5 260	7
> 175 ≤ 275	0	4 690	4 690	7
> 275	0	0	0	0
Kleinmond Total	0	70 935	70 935	100
Greater Hermanus				
≤ 45	0	1 195	1 195	0
> 45 ≤ 75	175	123 015	123 190	36
> 75 ≤ 125	600	99 115	99 715	29
> 125 ≤ 175	2 225	51 065	53 290	15
> 175 ≤ 275	10 895	29 890	40 785	12
> 275 ≤ 375	10 005	5 960	15 965	5
> 375 ≤ 475	8 320	1 075	9 395	3
> 475 ≤ 575	0	0	0	0
> 575 ≤ 675	565	0	565	0
> 675	0	0	0	0
Greater Hermanus Total	32 785	311 315	344 100	100
Stanford				
≤ 45	0	225	225	1
> 45 ≤ 75	0	10 210	10 210	41
> 75 ≤ 125	0	7 595	7 595	30
> 125 ≤ 175	0	5 415	5 415	22
> 175 ≤ 275	0	1 740	1 740	7
> 275	0	0	0	0
Stanford Total	0	25 185	25 185	100

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Pipes	Length (m)			
	Bulk	Network	Total	%
Greater Gansbaai				
≤ 45	0	285	285	0
> 45 ≤ 75	735	66 855	67 590	41
> 75 ≤ 125	2 035	28 705	30 740	19
> 125 ≤ 175	3 770	26 220	29 990	18
> 175 ≤ 275	9 455	19 580	29 035	18
> 275 ≤ 375	2 330	4 460	6 790	4
> 375	0	0	0	0
Greater Gansbaai Total	18 325	146 105	164 430	100
Pearly Beach				
≤ 45	0	435	435	1
> 45 ≤ 75	0	16 710	16 710	48
> 75 ≤ 125	0	7 520	7 520	22
> 125 ≤ 175	3 355	2 250	5 605	16
> 175 ≤ 275	2 605	2 090	4 695	13
> 275	0	0	0	0
Pearly Beach Total	5 960	29 005	34 965	100
Overstrand Total	71 320	708 670	779 990	100

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SECTION E: PROPOSED SUBCONTRACTORS

Acceptance of this tender shall not be construed as approval of all or any of the listed subcontractors. Should any of the subcontractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this tender, and the tendered unit rates for the various items of work shall remain final and binding, even in the event of a subcontractor not listed below being approved by the Employer.

	Name and Address of Proposed Subcontractor	Nature and Extent of Work to be undertaken	Previous Experience with Subcontractor
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
9.			
10.			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



PRICING SCHEDULE

NOTE:

1. Document **MUST** be completed in non-erasable black ink.
2. **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.

1. PREAMBLE TO THE PRICING SCHEDULE

- 1.1. The quantities set out in the Pricing Schedule are for evaluation purposes of the tenders only. However, the Contractor will be required to undertake whatever quantities as directed by the Employer from time to time. The Contract Price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- 1.2. The prices and rates to be inserted in the Pricing Schedule are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- 1.3. A price or rate is to be entered against each item in the Pricing Schedule, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.
- 1.4. Except where rates only are required, the Tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- 1.5. Abbreviations used in the Schedule/Bill of Quantities are as follows :

h	=	hour
km	=	kilometre
%	=	percentage
day	=	24 hours
- 1.6. The Tenderer must price each item in the schedule of quantities in **BLACK INK**.
- 1.7. All prices and rates shall exclude value added tax (VAT). The Tenderer shall calculate value added tax and enter it at the end of the summary of the Pricing Schedule.

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:

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
A – KLEINMOND					
	LEAK DETECTION SERVICES				
2.4.1	Leak detection services : Type 1 : Visual inspection	km	15		
2.4.2	Leak detection services : Type 2 : Sounding	km	50		
2.4.3	Leak detection services : Type 3 : Correlation	km	50		
2.4.4	Leak detection services : Type 4 : Noise logging	km	25		
2.4.5	Leak detection services : Type 5 : Larger diameter pipelines	km	0.2		
2.4.6	Leak detection services : Type 6 : Step testing	km	7		
	DETECTION OF SERVICES				
2.9.7	Detection and location of water pipes				
	(a) Plastic pipes (PVC, HDPE, GRP)	km	5		
	(b) Asbestos cement pipes	km	7		
	(c) Steel pipes	km	2		
	DAYWORK				
2.9.8	Daywork				
	(a) Personnel				
	(i) Leak detection technician	h	7		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
	(ii) Leak detection assistant	h	7		
	(iii) Unskilled labourer	h	7		
	(b) Equipment				
	(i) Electronic listening stick	h	7		
	(ii) Ground microphone	h	7		
	(iii) Correlation equipment	h	7		
	(iv) Noise logging equipment	h	7		
	(v) Flow logging equipment	h	7		
	(v) Flow logging equipment	day	10		
	(vi) Insertion electromagnetic flow sensor (flow meter)	h	7		
	(vii) Handheld GPS unit	h	7		
	(viii) Ground penetrating radar	h	7		
	(ix) Pipe locating equipment	h	7		
TOTAL SCHEDULE A					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

MUNISIPALITEIT



MUNICIPALITY

Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
B – HERMANUS					
	LEAK DETECTION SERVICES				
2.4.1	Leak detection services : Type 1 : Visual inspection	km	15		
2.4.2	Leak detection services : Type 2 : Sounding	km	50		
2.4.3	Leak detection services : Type 3 : Correlation	km	50		
2.4.4	Leak detection services : Type 4 : Noise logging	km	25		
2.4.5	Leak detection services : Type 5 : Larger diameter pipelines	km	0.2		
2.4.6	Leak detection services : Type 6 : Step testing	km	7		
	DETECTION OF SERVICES				
2.9.7	Detection and location of water pipes				
	(a) Plastic pipes (PVC, HDPE, GRP)	km	5		
	(b) Asbestos cement pipes	km	7		
	(c) Steel pipes	km	2		
	DAYWORK				
2.9.8	Daywork				
	(a) Personnel				
	(i) Leak detection technician	h	7		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
	(ii) Leak detection assistant	h	7		
	(iii) Unskilled labourer	h	7		
	(b) Equipment				
	(i) Electronic listening stick	h	7		
	(ii) Ground microphone	h	7		
	(iii) Correlation equipment	h	7		
	(iv) Noise logging equipment	h	7		
	(v) Flow logging equipment	h	7		
	(vi) Flow logging equipment	day	10		
	(vii) Insertion electromagnetic flow sensor (flow meter)	h	7		
	(vii) Handheld GPS unit	h	7		
	(viii) Ground penetrating radar	h	7		
	(ix) Pipe locating equipment	h	7		
TOTAL SCHEDULE B					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
C – GANSBAAI					
	LEAK DETECTION SERVICES				
2.4.1	Leak detection services : Type 1 : Visual inspection	km	15		
2.4.2	Leak detection services : Type 2 : Sounding	km	50		
2.4.3	Leak detection services : Type 3 : Correlation	km	50		
2.4.4	Leak detection services : Type 4 : Noise logging	km	25		
2.4.5	Leak detection services : Type 5 : Larger diameter pipelines	km	0.2		
2.4.6	Leak detection services : Type 6 : Step testing	km	7		
	DETECTION OF SERVICES				
2.9.7	Detection and location of water pipes				
	(a) Plastic pipes (PVC, HDPE, GRP)	km	5		
	(b) Asbestos cement pipes	km	7		
	(c) Steel pipes	km	2		
	DAYWORK				
2.9.8	Day-work				
	(a) Personnel				
	(i) Leak detection technician	h	7		
	(ii) Leak detection assistant	h	7		
	(iii) Unskilled labourer	h	7		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Project Specification Reference Number (Section B, Portion 2)	Description	Unit	Qty.	Rate	Amount
	(b) Equipment				
	(i) Electronic listening stick	h	7		
	(ii) Ground microphone	h	7		
	(iii) Correlation equipment	h	7		
	(iv) Noise logging equipment	h	7		
	(v) Flow logging equipment	h	7		
	(vi) Flow logging equipment	day	10		
	(vii) Insertion electromagnetic flow sensor (flow meter)	h	7		
	(vii) Handheld GPS unit	h	7		
	(viii) Ground penetrating radar	h	7		
	(ix) Pipe locating equipment	h	7		
TOTAL SCHEDULE C					

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



SUMMARY OF SCHEDULE OF QUANTITIES		
	SECTION	AMOUNT
A.	BUFFLES RIVER AND KLEINMOND AREA	
B.	HERMANUS AREA	
C.	GANSBAAI AREA	
	SUB TOTAL	
	Add allowance for VAT (14%)	
	TOTAL CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE	

Note: Provisional quantities of each type of work are given in the pricing schedule for evaluation purposes only.

As this is a “as and when “required tender, only the rates will be approved.

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



FORM OF OFFER AND ACCEPTANCE

NOTE:

1. This form must be completed in duplicate by both the successful bidder (Part 1) and the purchaser (Part 2). Both forms must be signed in the original so that the successful bidder and the purchaser will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
 - i. 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: **SC1595/2015: LEAK DETECTION IN WATER PIPELINES IN THE OVERSTRAND MUNICIPAL AREA FOR A CONTRACT PERIOD ENDING 30 JUNE 2018**
- 1.2. The tenderer, identified in the Offer signature block, has examined the draft contract as listed in the Acceptance section and agreed to provide this Offer.
- 1.3. By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the **Employer** under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:	
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 Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the **Contractor** in the conditions of contract identified in the Contract Data.

Signature(s)		
Name(s)		
Capacity		
Name of tenderer:		
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 accepts the tenderer's offer in terms of the term contract only. The employer may then award a portion of the work in terms of the tendered rates by issuing an order. No work shall be carried out before a portion of work is identified by the employer and an official order is issued to the contractor. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.
- 2.2. The terms of the contract are contained in:
- 2.2.1.GENERAL CONDITIONS OF TENDER
- 2.2.2.PART A: SPECIAL CONDITIONS OF CONTRACT
- 2.2.3.PART B: SCOPE OF WORK AND PROJECT SPECIFICATIONS
- 2.2.4.PRICING SCHEDULE
- 2.2.5.and drawings and documents or parts thereof..
- 2.3. Deviations from and amendments to the documents listed in the tender data and any addenda thereto, as listed in the tender schedules, as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule, which shall be signed by the authorized representatives(s) of both parties.
- 2.4. The tenderer shall, within two weeks of receiving a completed copy of this agreement (including the schedule of deviations, if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data on, or just after, the date on which this agreement comes into effect. Failure to fulfil any of the obligations in accordance with those terms shall constitute a repudiation of this agreement.
- 2.5. Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor), within 5 working days of the date of such receipt, notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

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



3. SCHEDULE OF DEVIATIONS

- 3.1. The extent of deviations from the tender documents issued by the employer before the tender closing date is limited to those permitted in terms of the conditions of tender.
- 3.2. A tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.
- 3.3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents, and which it is agreed by the parties becomes an obligation of the contract, shall also be recorded here.
- 3.4. Any change or addition to the tender documents arising from the above agreements and recorded here, shall also be incorporated into the final draft of the contract.
 - 3.4.1. Subject
 Details
 - 3.4.2. Subject
 Details
 - 3.4.3. Subject
 Details
 - 3.4.4. Subject
 Details
- 3.5. By the duly authorized representatives signing this schedule of deviations, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.
- 3.6. It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

FOR THE TENDERER:

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

FOR THE EMPLOYER:

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

DECLARATION BY TENDERER

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

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

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

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

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

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



PART C – DATABASE REGISTRATION

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

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



FOR OFFICE USE ONLY

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



PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

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

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

(b) BID DECLARATION

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

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

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

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

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

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

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

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

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

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

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



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

CERTIFICATION

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

Signature	Position	Date

- * MSCM Regulations: "in the service of the state" means to be –
6. a member of –
 - 6.1. any municipal council;
 - 6.2. any provincial legislature; or
 - 6.3. the national Assembly or the national Council of provinces;
 7. a member of the board of directors of any municipal entity;
 8. an official of any municipality or municipal entity;
 9. an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
 10. a member of the accounting authority of any national or provincial public entity; or
 11. an employee of Parliament or a provincial legislature.

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

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

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

This is our commitment to help build an ethical Overstrand.

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

National Small Business Act No. 102 of 1996 Classification

1. Indicate your Economic Sector - Give full description in 1.4 on page 1		2. Indicate the size of your Business if the National Small Business Act applies to your enterprise.				
Sector or sub-sectors in accordance with the Standard Industrial Classification		Size of class	Total full-time equivalent of paid employees Less than:	Total annual turnover Less than:	Total gross asset value (fixed property excluded) Less than:	Indicate the category of your business "X"
Please indicate your Sector	"X"					
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	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

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

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

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

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

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

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

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

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

DOCUMENTS REQUIRED

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

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