



TENDER NO.: SC 1597/2015

**SUPPLY AND DELIVERY OF CONSTRUCTION AND PLUMBING MATERIALS
FOR A CONTRACT PERIOD ENDING 30 JUNE 2017**

PROCUREMENT DOCUMENT

NAME OF TENDERER:	
Total Bid Price (Inclusive of VAT):	<u>REFER TO PRICING SCHEDULE ON PAGES 63 TO 105</u>

APRIL 2015

PREPARED AND ISSUED BY:

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

**CONTACT FOR ENQUIRIES
REGARDING SPECIFICATIONS:**

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

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TENDER DETAILS						
TENDER NUMBER:	SC1597/2015					
TENDER TITLE:	SUPPLY AND DELIVERY OF CONSTRUCTION AND PLUMBING MATERIALS FOR A CONTRACT PERIOD ENDING 30 JUNE 2017					
CLOSING DATE:	2015/05/15		CLOSING TIME:	12H00		
SITE MEETING:	DATE:	NO	TIME:	N/A	COMPULSORY:	N/A
SITE MEETING ADDRESS:	N/A					
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	JC VAN DER MERWE
TEL. #	028 313 5016	028 313 5027

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

1. CHECKLIST

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

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 6.2 (Local Content Declaration) Is the form duly completed and signed?	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	
MBD 7.1 (Contract form – Goods) Is the form duly completed and signed?	Yes	No	
DATA BASE REGISTRATION Is the form duly completed and signed? Are ALL the supporting documents attached?	Yes	No	

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

2. TENDER NOTICE & INVITATION TO TENDER**TENDER NO. SC 1597/2015****SUPPLY AND DELIVERY OF CONSTRUCTION AND PLUMBING MATERIALS FOR A CONTRACT PERIOD ENDING 30 JUNE 2017.**

Tenders are hereby invited for the **Supply and Delivery of Construction and Plumbing Materials for a contract period ending 30 June 2017.**

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

Sealed tenders, with: **Tender No. "SC 1597/2015: Supply and Delivery of Construction and Plumbing Materials for a contract period ending 30 June 2017."** clearly endorsed on the envelope, must be deposited in **Tender Box No. 4** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

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

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

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

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

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



3. AUTHORITY TO SIGN A BID

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

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

OR

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

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

2. COMPANIES AND CLOSE CORPORATIONS

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

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

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

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

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

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



3. PARTNERSHIP

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

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

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

4. CONSORTIUM

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

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

Full Name of Consortium Member	Role of Consortium Member	% Participation	Signature
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	



4. GENERAL CONDITIONS OF CONTRACT – GOVERNMENT PROCUREMENT

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of 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 blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

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

17. Prices

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

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18. Variation orders

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

22. Penalties

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

23. Termination for default

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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32. Taxes and duties

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

33. Transfer of contracts

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

34. Amendment of contracts

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

35. Prohibition of restrictive practices.

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

General Conditions of Contract (revised July 2010)

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5. GENERAL CONDITIONS OF TENDER

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

[insert any other criteria]

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10. Invoices

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

Overstrand Municipality
 PO Box 20
 Hermanus, 7200

11. Value-Added Tax (VAT)

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

12. Standard Payment Terms

- 12.1. All money owed by the municipality must be paid within 30 calendar days of receiving the relevant correct invoice or statement, unless prescribed otherwise for certain categories of expenditure.
- 12.2. Payment Cycles for the first 12 months of business with the Overstrand Municipality to Survivalist enterprises / Micro-enterprises
- 12.2.1. Survivalist enterprises / Micro-enterprises are entitled to a weekly payment cycle by the Municipality on approval of application.
- 12.2.2. In order to qualify for a weekly payment, a supplier must be classified as a Survivalist enterprises / Micro-enterprises on the Municipality's supplier database.
- 12.2.3. A weekly payment to Survivalist enterprises / Micro-enterprises is not a right in terms of this policy. Survivalist enterprises / Micro-enterprises may request such payments which may be made at the discretion of the Municipality.
- 12.2.4. All deliveries must be accompanied by either a delivery note indicating the correct prices, a Pro-forma invoice or an official invoice in order for the Municipality to execute payment terms in the agreed time. Invoices will be accepted in hard copy or electronic format. This term will form part of the contract, if and when successfully accepted by the Municipality.
- 12.3. Payment will be done in South African Rand. When items are imported, the exchange rate on order date will apply.

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6. MBD 2 – TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

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7. MBD 4 – DECLARATION OF INTEREST

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

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

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

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

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



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



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

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

4. DECLARATION

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

	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.

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

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

Before completing this declaration, bidders must study the:

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

2. General Conditions

- 2.1 Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 2.2 Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 2.3 Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 2.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 2.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:
- $$LC = [1 - x / y] * 100$$
- Where
- x* is the imported content in Rand
- y* is the bid price in Rand excluding value added tax (VAT)
- Prices referred to in the determination of *x* must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.
- 2.6 A bid may be disqualified if –
- (a) this Declaration Certificate and the Annexure C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

⁴ The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



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

3. Definitions

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

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

Types of valves	Pressure Type	Size	Pressure rating (for imperial equivalent)	% Local Content per unit
Ref item A33.2.1 to A33.2.6 on Pricing Schedule				
Ball Valves	Low Pressure	20 – 300mm	PN10 – PN25	70%
	High Pressure	20 – 600mm	Class 150 – 4500 Metric PN25 – PN450	70%
Ref item A33.16.1 to A33.16.5 on Pricing Schedule				
Gate Valves	Low Pressure	15 – 1800mm	PN6 – PN25	70%
	High Pressure	80 – 1800mm	Metric PN25 – PN100	70%
Ref item A34 on Pricing Schedule on Pricing Schedule				
Taps, Cocks	Low Pressure	Full range	N/A	70%
Ref item A29 on Pricing Schedule on Pricing Schedule				
Fire Hydrants – Underground	Low pressure	65mm Inlet	PN16	70%
Ref item A32 on Pricing Schedule on Pricing Schedule				
Air Valve	Low Pressure	50 – 300mm	PN10 – PN25	70%
	High Pressure	50 – 300mm	PN25 – PN40	70%



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

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

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

The relevant rates of exchange information is accessible on www.reservebank.co.za.

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

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

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

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

(Tick applicable box)

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

6.1 If yes, provide the following particulars:

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

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

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

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



LOCAL CONTENT DECLARATION

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

In respect of Tender No. SC1597/2015, issued by Overstrand Municipality

NB

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

I, the undersigned, _____ (full names),

do hereby declare, in my capacity as _____,

of _____,

(name of bidder entity), the following:

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

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

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

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

	SIGNATURE	DATE
TENDERER		
WITNESS 1:		
WITNESS 2:		



ANNEXURE C	SATS 1286.2011
Local Content Declaration – Summary Schedule	

(C1) Tender No.				
(C2) Tender Description				
(C3) Designated product(s)				
(C4) Tender Authority				
(C5) Name of Tendering Entity				
(C6) Tender Exchange Rate	Currency		Rate	
(C7) Specified local content %				

NOTE: VAT to be excluded from all calculations

Calculation of local content							
Tender Item No's	List of Items	Tender Price – each	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Quantity	Total tender value	Total exempted imported content	Total imported content
(C16)	(C17)	(C18)	(C19)

(C20) Total tender value	
(C21) Total Exempt imported content	
(C22) Total Tender value net of exempt imported content	
(C23) Total Imported content	
(C24) Total local content	
(C25) Average local content % of tender	

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

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MUNICIPALITY

ANNEXURE D

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

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

NOTE: VAT to be excluded from all calculations

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

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

(D19) Total exempt imported value

This total must correspond with Annex C – C21

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

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

(D32) Total imported value by tenderer

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ANNEXURE D - Continued

SATS 1286.2011

Imported Content Declaration – Supporting Schedule to Annexure C

NOTE: VAT to be excluded from all calculations

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

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

This total must correspond with Annex C – (C23)

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



ANNEX E	SATS 1286.2011
Local content Declaration – Summary Schedule	

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

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

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

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

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

(E13) Total local content

This total must correspond with Annex C – C24

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE



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

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

4.1	Is the bidder or any of its directors listed on the National Treasury’s database as a company or person prohibited from doing business with the public sector? <i>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied).</i>	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:			



11. MBD 9 – CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).⁵ 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;

⁵ 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 consortium⁶ 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			

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



12. MBD 15 – CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES

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

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

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

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

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

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

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

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

Signature	Position	Date

<p 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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13. MBD 16 – KEY PERFORMANCE INDICATORS

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



**14. 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)	
<p>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.</p> <p>In order to enter into this agreement, the following information is needed regarding the above-mentioned:</p>	
Contractor’s registration number with the office of the Compensation Commissioner:	
<p>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.</p>	

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:			



15. 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



16. SPECIFICATIONS

PART 1 – GENERAL

1. Deliveries:

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

2. Pricing:

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

3. Quality and quantities:

a. Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer’s equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be evaluated and will not be considered for award.

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- ii. A variance of 5% (on unit weight) both up and down, will be considered.
 - iii. In the event the Municipality elects to accept an alternative item purported to be equal/similar by the Tenderer, the Municipality may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.
 - iv. If, in the sole judgment of the Municipality, the item is determined not to be equal/similar, the item shall be collected by the Bidder and not be considered for award.
 - v. The samples of unsuccessful bidders must be collected from the Municipal Store, Mussel Road in Hermanus within 30 days of notification. The samples will be discarded if not collected within 30 days and the Overstrand Municipality will not be accountable for any loss suffered by the bidder due to the discarding of the samples.
- b. **Quality Tests:** The Municipality may from time to time test the quality of the products and non-compliance may result in the termination of the contract.
 - c. All product items should carry (minimum of 1 year) guarantees or warranties and defaults will be replaced at the cost of the supplier. It will be the responsibility of the supplier to ensure that the products are replaced (Retailers to Manufacturers), where applicable.
 - d. Quantity projections based on historical data, are provided in all instances where it is possible; otherwise no estimated quantity projection is provided. The products will be ordered throughout the contract period as and when required. The Overstrand Municipality will not be bound to the estimated quantities as mentioned in the Pricing Schedule.

4. Information:

- a. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices.
- b. The tender must be valid for 90 (ninety) days after closing date.
- c. The contract period will be from date of commencement until 30 June 2017 and the agreement will be reviewed on an annual basis based on, *inter alia*, performance and pricing considerations.
- d. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

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PART 2 – PRODUCT SPECIFICATIONS

SECTION A – uPVC PIPES AND FITTINGS FOR WATER MAINS

1. Items A01 – A19 on the pricing schedule.

a. Class 6 – 12 (SABS 966 Part 1)

- i. The following information appears on all PVC pressure pipe, manufactured in accordance with the SABS specifications:
 - (a) SABS Mark.
 - (b) SABS Specification number.
 - (c) Nominal pipe size.
 - (d) Pressure class.
 - (e) The designation “PVC-U” or “PVC-M”.
 - (f) Manufacturer’s trade name or trade mark.

ii. MINIMUM CONDITIONS

All pipes for water mains must be approved by SABS and Joint Acceptance Scheme for Water Installation Components (J.A.S.W.I.C)

2. Items A20 – A28 on the pricing schedule.

a. Cast Iron fittings

- i. All Cast Iron fittings to comply with cast iron fittings for UPVC Pipe to EN 12842 Fusion Bonded Thermoplastic coated internally & externally with Plascoat PPA 571 HES 250 uM, complete with EPDM rubber seal ring.

ii. Couplings:

(a) Cast Iron Short Collar

- (1) Shall be according to SABS 1223-1985 and bitumen coated according to SABS 1223-1985
- (2) Shall bear the SABS mark and a mark that indicates the nominal diameter
- (3) The quality provided must be equivalent to “PEFCO” short collar joints
- (4) The bolts and nuts shall be stainless steel

iii. Universal (Ranger) (Fusion bonded Epoxy Coated)

- (a) Shall be according to SABS 719-1971 and BS 534-1990 section 15 and fusion bonded epoxy coated
- (b) Shall bear the SABS mark and a mark that indicates the nominal diameter
- (c) The bolts and nuts (**minimum of 4 on ALL sizes**) shall be stainless steel

iv. Saddles

(a) Cast Iron

- (1) Are to be manufactured according to JASWIC R44-1992
- (2) All saddles shall indicate the pressure rating and the nominal diameter
- (3) The saddle piece shall be supplied complete with a base sealing gasket and drilled to 22mm, 28mm or 40mm service leading diameter only
- (4) Bolts and nuts composing the saddle shall be stainless steel

v. Stainless Steel Repair Clamps (SABS 1808-45)

(a) Materials

- (1) Stainless steel: Type 304 / 316
- (2) Locking washer plates: Locks into position for easy tightening of nuts
- (3) Lugs: MIG-welded to receiver bar and fully passive after

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- welding.
- Leading edge is rounded to prevent them from catching bolt bars during installation
- (4) Shell: 2B finish
- (5) Bolts: Thread rolled and coated. Bolts MIG-welded to the receiver bar
- (6) Nuts: Type 304 or Type 316 stainless steel
- (7) Receiver Bar: TIG-welded to shell to form strong fusion
- (8) Gasket: Natural rubber formulated for water service.
Narrow spacing gridded design;
Tapered ends and vulcanized amour plates.
- (9) Armour: Heavy gauge stainless steel (304 / 316) vulcanized into the gasket at time of moulding, to ensure that it:
Fits permanently; Fits perfectly; Provides a smooth transition from rubber to metal.

vi. Minimum Conditions

All fittings for water mains must be approved by **SABS**.

3. Items A29 TO A32 on the Pricing Schedule.

a. Fire Hydrant Valves for Waterworks

- i. To BS 750 type 2 – Squad model Screw-down type with screwed 21/2” round thread outlet Inlet flange to EN 1092-2: 1997 DN 80 (ISO 7005-2, DIN 2501)
- ii. Universally drilled PN 10/16 and Table D/E – PN 10/16
- iii. (SANS 1128 1 1977)
- iv. Coating: Fusion bond epoxy coated

b. Gate Valves:

- i. To DIN 3352 part 4
- ii. Face tot face dimensions to SABS 664-1989.A
- iii. Flanges and drilling to ISO 7005-2 (EN 1092-2 (EN 1092-2: 1997, DIN 2501)
- iv. Materials:
 - (a) Body and bonnet: Ductile iron, GGG-50, to DIN 1693 (BS 2789 grade 500-7)
 - (b) Coating: Fusion bond epoxy coated
 - (c) Stern: Stainless steel, DIN X 20 Cr 13
 - (d) Stern Sealing: NBR wiper ring, 2 NBR O-rings inside and 2 outside a plastic bearing. EPDM rubber manchette
 - (e) Wedges: Ductile iron, GGG-50, core fully encapsulated with EDM rubber with integral wedge nut of dezincification resistant brass, CZ 132 to BS 2874.
 - (f) Thrust Collar: Dezincification resistant brass, CZ 132 to BS 2874.
 - (g) Bonnet bolts: Stainless steel A2, sealed with hot melt
 - (h) Bonnet gasket: EPDM rubber

c. Non-Return Valves

Non–return valves must be the double door type

d. Minimum Conditions

All valves for water mains must be approved by **SABS**.

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4. Items A33 to A43 on the pricing schedule.

i. Dezincification resistant (DZR) brass Compression Fittings

All DZR compression fittings must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

ii. Brass Taps

All brass taps must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

iii. Plastic Taps

SANS 1024

iv. Copper Tubes

All copper tubes must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

v. HDPE Pipes:

Class 10 (SABS 533, 1982)

vi. HDPE (Plasson) Compression Fittings

All HDPE compression fittings must be approved by **SABS** and the Joint Acceptance Scheme for Water Installation Components (**J.A.S.W.I.C**)

vii. HDPE (Plasson) SADDLES

- (a) Must be manufactured according to a similar quality associated with Plasson fittings in terms of JASWIC R41:1987 with reinforcing ring
- (b) The female thread on the saddle must be BSP thread
- (c) Bolts and nuts composing the saddle shall be stainless steel
- (d) **Minimum Conditions**

All fittings to be approved by **SABS** and items 1.4.1, 1.4.2, 1.4.4 and 1.4.6 approved by the Joint Acceptance Scheme for Water Installation Components.

5. Item A44 on the pricing schedule.

a. Subsoil Poly-Drainage Pipes

- i. HDPE subsoil drainage pipe with a corrugated outer wall and a smooth inner wall.
- ii. The pipe is perforated with either 4 rows of slots, or 2 rows of 8 mm holes providing maximum drainage.

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SECTION B – WATER METERS

6. Items B1 to B7 on the Pricing Schedule.

a. Standard plastic water meter in box

- i. Meter box to be made from modified polypropylene or plastic with hinged lid containing tamperproof locking mechanism and reading slot.
- ii. Box to house 3-way (open/closed/trickle-flow) ballcock that accepts an optional lock shield facility and sliding coupling.
- iii. All internal joints to be fusion welded.
- iv. Meter box inlet and outlet connectors shall be 20mm ($\frac{3}{4}$ ") brass female threaded to accept a suitable 20mm male adaptor.
- v. Meter box must be fitted with a 20 mm grooved piston semi-positive displacement sealed, wet dial type meter, fitted with a strainer, with plastic body internal non-return valve and approved pulse rate output of 1:500ml (V110t KSM or similar meter) complying with SANS 1529-1:2006, to Class C specifications for horizontal and vertical use.
- vi. Meter to be JASWIC approved.

b. Ground Meter Box Complete

- i. Meter box consisting of a pre-plumbed pressure tested meter installation, using 25mm polypropylene internal piping and fusion welded fittings.
- ii. Meter box to be able to contain the water meter as specified in item B1 or B3.
- iii. Meter box to be made from modified polypropylene or plastic with hinged lid containing tamperproof locking mechanism, reading slot and base plate.

c. Water Management Device Meter (Kent or Similar)

- i. The **Water Management Devices** when coupled to any standard pulse output water meter by means of a sensor cable must have a certification of conformance in terms of the following specifications.
- ii. SANS 1529-9:2008 published by the National Regulator for Compulsory Specifications in terms of the Trade Metrology Act (No 77 of 1973)
- iii. The STS Association confirming compliance with IEC 62055-41 IEC 62055-51 and Eskom Reference Q 32DDTEDS/334
- iv. Independent Communications Authority of South Africa(ICASA) regulations published in terms of the Telecommunications Act 104 of 1996 and must further support the following functions:

(a) Flow limitation

- (1) Limitation must be achieved without restricting Flow Rate and must allow full bore flow (full pressure service)
- (2) Limitation must be configurable based on volume only, on duration only and a combination of volume and duration.
- (3) Limitation must be configurable on a Daily basis with the ability to provide two allocations per day of differing volume, duration or volume and duration configuration.
- (4) Limitation must also be configurable on a monthly basis.
- (5) Daily limitation from 10 litres per allocation to 50 000 litres per day
- (6) A minimum flow rate of 10 litres per minute at a system pressure of 1 bar
- (7) Allocation settings must be adjustable in field to higher/lower amounts without the need to replace any parts
- (8) The maximum daily volume dispensed amount must be guaranteed (therefore must not be dependent on pressure fluctuations in the network)
- (9) Carry-over of unused daily allocation options:

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- (i) Use it or lose it
 - (ii) Daily carry-over within month, but not monthly carry-over
 - (iii) Daily and monthly carry-over
 - (iv) Carry-over from first allocation to second with and without daily carry-over
- (b) Flow control
- (1) Valve to be reaffirmed daily.
 - (2) Valve to flush if obstructed.
 - (3) Control to be achieved using a hydraulic diaphragm valve
 - (4) Valve should be able to handle a minimum of 50 000 operations
- (c) LCD display indicating
- (1) Remaining allocation in litres.
 - (2) The total dispensed to date (in m³ to a minimum resolution of 0.5 litre)
 - (3) The total dispensed to date must clearly differentiate between the multiples and sub multiples of m³
 - (4) Visible indication of the battery status.
 - (5) Visible indication of the valve status
 - (6) Visible warning of a potential consumer leak
 - (7) Visible Display of the product serial number on demand
 - (8) Visible indication of AMR Transmission and confirmation of data received.
- (d) Automated Meter Reading capabilities
- (1) Support of Automatic Meter Reading (AMR) via Radio in the 434 MHz ISM band.
 - (2) The WMD must have ICASA approval
 - (3) Support walk by, drive by and fixed network Automatic Meter Reading (AMR)
 - (4) Provide a typical line of sight RF transmission range of more than 100 m when installed more than 50 cm above ground.
 - (5) Support selective parameter updates automatically whilst remotely reading the meters via RF transmission.
 - (6) Provide the tamper and valve status in the standard meter reading radio signal
 - (7) Support USB, GSM and Wi-Fi down load of meter readings
- (e) Security Features
- (1) Automatic valve closure/shut if the sensor cable is cut, removed or magnetically tampered with
 - (2) Serialized and unique security seals which prevent the uncoupling of the sensor cable from the meter pulse output.
 - (3) When inspecting the valve there must not be any visible fasteners that form an integral part in the construction / integrity of the valve, the fasteners must be located behind a cover.
 - (4) Constructed from materials which have a very limited or no scrap value.
- (f) Additional requirements:-
- (1) Ability to be mounted either horizontally or vertically
 - (2) To facilitate infield support both the water meter and the WMD must have an Input and Output coupling of ¾ male BSP. The water meter and WMD must fit into a 115 mm gap.
 - (3) Compliant to an environmental rating of IP 67, waterproof.
 - (4) Service life of at least 10 years with a radio transmission rate of 15 seconds and daily valve switching
 - (5) Data logging of at least 3,000 hourly consumption readings and maintain a 12 month record of monthly usage within the WMD data log

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- (6) Monitor for and indicate consumer side leaks
- (7) Support reticulation system water balancing
- (8) The WMD must be able to communicate with a field service terminal for in-field interrogation, data downloading and reprogramming (see description below) via radio
- (9) The system installed MUST have necessary NRCS (SANAS), ICASA and STS Association approvals (see above)
- (10) The system must support credit transfer in volume as defined by International spec IEC 62055 – 41 & 51.
- (11) The system must support third party vending of token, and not only a proprietary vending system
- (12) The system must also support bulk water supply
- (13) The device must support an optional remote display which may be made available to the consumer to place inside their home
- (14) Devices must be labeled with a serial number and bar coded .

(g) Field Support Equipment:-

- (1) Each WMD must be capable of communicating with a field service terminal via or short range radio.
- (2) The following features must be supported:
- (3) Field Service Terminal must be a robust, splash and drop proof , hand held device with high quality screen and superior battery performance
- (4) Associated software with various operator levels to manage field usage with confidence and have security restrictions for adjusting of WMD settings
- (5) Adjustable security settings for various operator levels
- (6) Ability to easily configure WMD's to administrator predefined usage settings
- (7) Ability to Interrogate WMD's to upload store information and detailed data for later download to database
- (8) Allow for both automated and manual meter reading
- (9) Run in-field diagnostic functions that fully qualify assess the WMD's functionality without the need for removing it from the installation.
- (10) Provide a graphic representation of the user's consumption in hourly, daily and monthly resolution for the past 150 days.

v. Domestic Water Meters – Kent or Similar

- (a) The water meter to be approved by the department of Trade Metrology to SANS 1529-1:2006, to Class C specifications for horizontal and vertical use.
- (b) Water meters must be grooved piston semi-positive displacement sealed wet dial type meter, fitted with a strainer and non-return valve.
- (c) Approved pulse output rate of 1:500ml for sizes 15mm and 20mm
- (d) Meter to be JASWIC approved.

vi. Multi-Jet Water Meter (Optima) – Kent or Similar

- (a) Type: Fan wheel
- (b) The water meter to be approved by the department of Trade Metrology to SANS 1529-1:2006, to Class C specifications for horizontal use
- (c) Integral strainer / removable for cleaning
- (d) Inlet / outlet ports of measuring cartridge to be evenly spaced around circumference
- (e) Brass meter body to be manufactured from SABS 200 dezincification resistant base brass alloy
- (f) Plastic meter body to be manufactured from blended UV stabilized engineering plastic and to comply with SANS 1529-1:2006, to Class C specifications for horizontal use

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- (g) Counter is to be of wet dialed type
- (h) Lens to be of moulded tempered mineral glass with minimum thickness of 14mm to be convex to magnify meter reading

vii. Combination Water Meters - Kent or Similar

- (a) In-line combination meter consisting of a vane inferential type water meter, fitted with an integral non-return, pre-calibrated change over valve and an integral volumetric class C bypass meter which is suitable for vertical/horizontal & inclined installation.
- (b) For logging purposes, both the main and bypass meters are to be fitted with inductive pulse generators.
- (c) Flanges dual drilled to suit BS10 table D or SANS 1123 table 16 (BS4504)

viii. Bulk Water Meter (50mm, 80mm, 100mm) - Kent or Similar

- (a) Type: Woltmann
- (b) Operating temperature up to 50deg C and maximum working pressure of 16 Bar, equally accurate in forward and reverse flow.
- (c) To comply with relevant international quality standards, substantially exceeding ISO4064 / BS5728.
- (d) Minimum accuracy of Class C
- (e) Dual pulse outputs.
- (f) Electronic register to include an integrated communications cable with a range of standard outputs compatible with all common AMR/AMI systems and data logging equipment.
- (g) Flanges dual drilled to suit BS10 table D or SANS 1123 table 16 (BS4504)

ix. In-Line Strainers (40mm, 50mm,80mm, 100mm, 150mm)

- (a) Manufactured from Cast iron
- (b) Heavy duty stainless steel strainer element supported securely top and bottom to stainless steel plate
- (c) Strainer element to be removable for cleaning and/or replacement without disturbing flange joints
- (d) Maximum working pressure 16 Bar
- (e) Maximum water temperature 50 deg C
- (f) Flanges dual drilled to suit BS10 table D or SANS 1123 table 16 (BS4504)

x. Minimum Conditions

All water meters to be approved by **SABS** and accredited by **J.A.S.W.I.C**, the Joint Acceptance Scheme for Water Installation Components

SECTION C – pipes and fittings for sewer mains

1. Items C1 to C3 on the pricing schedule.

- a. All pipes and fittings to comply with the SABS Standard Specifications
- b. uPVC Class 51 – normal duty (100kPa pipe stiffness) (SANS 791: 2002)
- c. uPVC Class 34 – heavy duty (300kPa pipe stiffness) (SANS 791: 2002)
- d. U/G Fittings for Sewer – SABS 1601

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SECTION D – MANHOLE COVERS, ETC.

1. Items D1 to D2 on the pricing schedule.

a. Polymer concrete products:

i. Type 2A Circular Manhole Cover & Frame

- (a) Class: Heavy Duty
- (b) Mass Cover: 50kg
- (c) Frame Cover: 30kg
- (d) Force: 135kN

ii. Type 3A Bell Tobie

- (a) Class: Heavy Duty
- (b) Mass: 15kg
- (c) Force: 135kN
- (d) Lid secured with 3mm galvanised steel cable

iii. Type 4A Circular Manhole Cover & Frame

- (a) Dimensions: 610mm 60mm 700mm
- (b) Inner Diameter: 540mm
- (c) Weight: 46kg
- (d) Strength: 40KN

iv. Type 5 Rectangular Hydrant Box

- (a) Class: Medium Duty
- (b) Mass Cover: 11kg
- (c) Mass Frame: 19kg
- (d) Force: 40Kn

v. Table 6 Rectangular Gully Grating & Frame

- (a) Class: Heavy Duty
- (b) Mass Cover: 28kg
- (c) Mass Frame: 27kg
- (d) Force: 135kN

vi. Type 9D 600 x 450 Rectangular Manhole Cover & Frame

- (a) Class: Medium Duty
- (b) Mass Cover: 34kg
- (c) Mass Frame: 18kg
- (d) Force: 40kN

vii. Type 9E 900 x 600 Rectangular Manhole Cover & Frame

- (a) Class: Light Duty
- (b) Mass Cover: 53kg
- (c) Mass Frame: 18kg
- (d) Force: 7kN

viii. Type 14B 450 x 450 Square Manhole Cover & Frame

- (a) Class: Medium Duty
- (b) Mass Cover: 20kg
- (c) Mass Frame: 12kg
- (d) Force: 40kN

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- ix. **Type 2A Circular Replacement Cover**
- x. **Table 6 Rectangular Replacement Gully Grating**
- xi. **Type 9D 600 x 450 Rectangular Manhole Replacement Cover**
- xii. **Type 9E 900 x 600 Rectangular Manhole Replacement Cover**
- xiii. **Type 14B 450 x 450 Square Manhole Replacement Cover**
- xiv. **Meter box for rodding eye Type 10**
- xv. **Minimum Conditions**
 - (a) All manhole covers and frames must comply with Sans 1882:2003.
 - (b) Must meet load requirements specified in Sans 558 and Sans 1115
 - (c) All manhole covers, etc. to be approved by **SABS**

SECTION E – BITUMINOUS PRODUCTS

1. All items under Section E on the Pricing Schedule

- a. **All bituminous products** shall comply with SANS Standard Specifications for Bituminous Road Binders.
- b. **Bituminous Spray Emulsions** to be standard 60% and 65% spray grade emulsions. Tenderers to tender for both, cationic and anionic emulsions.
- c. **Bituminous Slurry Seal Emulsions** shall be especially stable, delivered in drums to the site or in bulk if a slurry seal mixing and spreading is available.
- d. **Premix**
 - i. All premix-products shall comply with SANS Standard Specifications.
 - ii. Tenderers to tender for site establishment as well as a rate for placing the product, per ton.
- e. **Cold premix in bags**
- f. **“Carbon” based pothole repair mix** per bag of 25kg

SECTION F – CRUSHED STONE, DUST, SAND AND GRAVEL

1. AGGREGATE FOR SURFACE TREATMENT, CRUSHED STONE AND DUST, GRAVEL, BUILDING SAND

- a. The aggregate and crushed stone shall be properly screened, cubic in shape and free of dust and shall comply with COLTO spec 1998/SANS 1200.
- b. When called upon the tenderer shall submit a test sample of at least one cubic meter for testing.
- c. Sample testing must be done by the supplier on an annual basis via a registered testing laboratory and results thereof must be submitted to the Municipality.
- d. **Items F1 to F2 on the pricing schedule.**

i. Road Stone

All material to be delivered will be washed and free of dust.

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e. Item F3 on the pricing schedule.

i. Crusher Dust

- (a) The aggregate for slurry seals shall be approved crusher sand obtained from a parent rock having an ACV not exceeding 30 or a mixture of such crusher sand and approved clean natural sand, where the mixture does not contain more than 25% of natural sand. The aggregate shall be clean, tough, durable, angular in shape, and shall comply with the grading requirements given in table 4302/11 for the slurry and the grade or type of aggregate specified.
- (b) **Grading Limits of Crusher Dust for Slurry Seals**

Sieve Size (mm)	Percentage passing sieve, by mass						
	Fine slurry		Course slurry				
	Fine grade	Medium grade	Course grade	Type1		Type2	
13.20							100
9.50						100	85 – 100
6.70		100		100	85 – 100	70 – 90	
4.75	100	82 – 100		70 – 90	60 – 80		
2.36	00 – 100	56 – 95	45 – 70	45 – 70	40 – 60		
1.18	65 – 95	37 – 75	28 – 50	25 – 45	25 – 45		
0.60	42 – 62	22 – 50	19 – 34	15 – 30	15 – 30		
0.30	23 – 48	15 – 37	12 – 25	10 – 20	10 – 20		
0.15	10 – 27	7 – 20		7 – 18	6 – 15	6 – 15	
0.075	4 – 12	4 – 12		2 – 8	4 – 10	4 – 10	

f. Item F4 on the pricing schedule.

i. Gravel for road making

- (a) This material is to be used for the re-gravelling of roads.
- (b) The material may consist of either a natural gravel or crusher-run material. It shall comply with SANS Standard Specifications.
- (c) The gravel must comply with the following parameters
- (d) **The G5 gravel must comply with the following parameters**

Sieve Size (mm)	% Passing by mass	Sieve Size (mm)	% Passing by mass
37.5	100	4.75	40 – 60
26.5	85 – 100	2.00	25 – 45
19.0	70 – 100	0.425	15 – 40
13.2	60 – 85	0.075	7 – 30

(e) Additional requirements

- (1) Maximum size: 37.5mm
- (2) Oversize Index (IO): 0
- (3) Shrinkage Product (Sp): > 100<240
- (4) Grading Coefficient (Gc): >16<34
- (5) CBR @ 95% ModAASHTO: > 15
- (6) Gravel must comply with the requirements of TRH20 specifications for "Unpaved urban roads"

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(7) Price for delivery in Kleinmond must include for delivery in Betty’s Bay

(f) **The G3 gravel must comply with the following parameters**

Sieve Size	% Passing	Sieve Size	% Passing	Sieve Size	% Passing
53	100	19	85 – 95	2.00	27 – 45
37.5	100	13.2	71 – 84	0.425	13 – 27
26.5	100	4.75	42 – 60	0.075	5 – 12

(1) CBR @ 98% Mod AASHTO

(2) Price for delivery in Kleinmond must include for delivery in Betty’s Bay

g. Item F5 on the pricing schedule.

i. Building Sand

Building sand shall be clean of foreign materials.

SECTION G – PRECAST CONCRETE PRODUCTS

1. All items under Section G on the pricing schedule

- a. Kerbs and Channels to comply with the SANS 927 Standard Specification.
- b. The tenderer shall replace all kerbs and channels damaged in transit and in the normal procedure of off-loading and storing.
- c. Inlet kerbs to be reinforced with 4 – 12 mm diameter rods.
- d. Cover slabs shall be cast in 1:1½:2 concrete 19mm stone maximum. The reinforcement shall consist of 12mm diameter rods at 75mm centers both ways. All slabs shall be true to shape. Provision should be made for 2 lifting eyes in each slab.
- e. The tenderer shall replace all units damaged in transit and in the normal procedure of off-loading. All units and slabs are to be reinforced.
- f. All units shall be inspected and approved by the Engineer on the site of the works and the tenderer will be required to replace all units damaged in the normal procedure of off-loading at the works.

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SECTION H – CEMENT, BRICKS & PAVERS**1. Items H1 to H6 on the Pricing Schedule****a. Bricks & Pavers**

- i. The price tendered shall include delivery to the respective areas.
- ii. Building blocks and bricks to comply with the relevant SANS specifications
- iii. A compaction test history may be requested from the supplier.

b. Item H7 on the pricing schedule**i. SABS Cement Specifications**

- (a) All cement used during construction shall comply with SANS EN 197-1 for common cements and SANS EN 413-1 for masonry cement. Any reference to SANS 471 in the standard specifications shall be replaced with SANS EN 197-1.
- (b) Where the old SANS 471 product nomenclature has been used in the standard specifications, the Tenderer shall supply and use the relevant new product, in compliance with SANS EN 197-1.

Cement Type	Approximate Old product name	New Alpha	New Blue Circle	New NPC	New PPC	New Slagment
CEM I	Rapid hardening	Rapid Hard	Duracast	Eagle Super	-	-
CEM I	Rapid hardening	-	-	-	Rapo	-
CEM I	OPC	Portland cement	Duratech	-	OPC	-

SECTION I – HIRING OF PLANT / MACHINERY**2. All items under Section I on the Pricing Schedule**

- a. The displacement, load capacity, power or blade size of each type of equipment must be specified.
- b. Transport cost, to and from within the Municipality's borders, must be stated.
- c. Tenderer must state minimum hiring / working hours.
- d. The vehicles provided must comply with the Road Regulations and Safety acts.
- e. For adjudication purposes the total cost (establishment & rate) to hire the plant for 8 hours, will be used.

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17. PRICING SCHEDULE

- NOTE:**
1. Only firm prices will be accepted. Non-firm prices will not be considered.
 2. All delivery costs **MUST** be included in the bid price, for delivery at the prescribed destination.
 3. Document **MUST** be completed in non-erasable black ink.
 4. **NO** correction fluid/tape may be used.
 5. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration.

I / We _____

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

of the firm _____

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

PRICING SCHEDULE:

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
SECTION A: PIPES AND FITTINGS FOR WATER MAINS							
A1	uPVC Pipe Class 6 Socketed Per 6 Meter Length						
1.	63mm	100	/ Length				
2.	75mm	10	/ Length				
3.	90mm	10	/ Length				
4.	110mm	35	/ Length				
5.	160mm	80	/ Length				
A2	uPVC Pipe Class 9 Socketed Per 6 Meter Length						
1.	63mm	10	/ Length				
2.	75mm	10	/ Length				
3.	90mm	10	/ Length				
4.	110mm	10	/ Length				
5.	160mm	5	/ Length				
6.	200mm	3	/ Length				
7.	250mm	3	/ Length				
8.	315mm	3	/ Length				
A3	uPVC Pipe Class 12 Socketed / 6 Meter Length						
1.	63mm	70	/ Length				
2.	75mm	20	/ Length				
3.	90mm	10	/ Length				
4.	110mm	40	/ Length				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
5.	160mm	20	/ Length				
6.	200mm	5	/ Length				
7.	250mm	5	/ Length				
8.	315mm	5	/ Length				
A4	uPVC Pipe Class 12: Bell Mounted Pipe / 4 Meter Length						
1.	63mm	30	/ Length				
2.	75mm	30	/ Length				
3.	90mm	15	/ Length				
4.	110mm	35	/ Length				
5.	125mm	15	/ Length				
6.	160mm	20	/ Length				
7.	200mm	15	/ Length				
8.	250mm	5	/ Length				
9.	315mm	5	/ Length				
A5	uPVC Bends 11.25° Class 6 Solvent Weld						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	5	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A2.2	uPVC Bends 22.5° Class 6 Solvent Weld						
1.	63mm	60	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	10	Each				
5.	160mm	5	Each				
A6	uPVC Bends 45° Class 6 Solvent Weld						
1.	63mm	40	Each				
2.	75mm	10	Each				
3.	90mm	15	Each				
4.	110mm	25	Each				
5.	160mm	5	Each				
A7	uPVC Bends 90° Class 6 Solvent Weld						
1.	63mm	60	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A8	uPVC Bends 11.25° Class 12 Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A9	uPVC Bends 22.5° Class 12 Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A10	uPVC Bends 45° Class 12 Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A11	uPVC Bends 90° Class 12 Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A12	End Caps – uPVC Class 6 Solvent Weld						
1.	63mm	50	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	10	Each				
5.	160mm	10	Each				
A13	Reducers – PVC Class 6						
1.	75mm to 63mm	5	Each				
2.	90mm to 63mm	5	Each				
3.	110mm to 63mm	5	Each				
4.	90mm to 75mm	5	Each				
5.	110mm to 75mm	5	Each				
6.	110mm to 90mm	5	Each				
A14	Reducers – PVC Class 12						
1.	75mm to 63mm	5	Each				
2.	90mm to 63mm	5	Each				
3.	110mm to 63mm	5	Each				
4.	90mm to 75mm	5	Each				
5.	110mm to 75mm	5	Each				
6.	110mm to 90mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A15	PVC Repair Couplings Class 12						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	10	Each				
5.	160mm	5	Each				
6.	200mm	5	Each				
7.	315mm	5	Each				
A16	PVC Sockets Class 6 Solvent Weld						
1.	63mm	60	Each				
2.	75mm	15	Each				
3.	90mm	25	Each				
4.	110mm	30	Each				
5.	160mm	10	Each				
A17	PVC to AC Adaptors Class 12						
1.	63 mm PVC to 50 mm AC	120	Each				
2.	75 mm PVC to 75 mm AC	130	Each				
3.	90 mm PVC to 100 mm AC	10	Each				
4.	110 mm PVC to 100 mm AC	120	Each				
5.	160 mm PVC to 150 mm AC	75	Each				
6.	200 mm PVC to 200 mm AC	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
7.	200 mm PVC to 225 mm AC	5	Each				
8.	250 mm PVC to 250 mm AC	5	Each				
9.	315 mm PVC to 345 mm AC	5	Each				
A18	Y-Junctions Class 6						
1.	63mm x 63mm	20	Each				
2.	75mm x 75mm	10	Each				
3.	90mm x 90mm	10	Each				
4.	110mm x 110mm	20	Each				
5.	75mm x 63mm	5	Each				
6.	90mm x 63mm	20	Each				
7.	110mm x 63mm	10	Each				
8.	90mm x 75mm	10	Each				
9.	110mm x 75mm	10	Each				
10.	110mm x 90mm	10	Each				
A19	Y-Junctions Class 12						
1.	63mm x 63mm	5	Each				
2.	75mm x 75mm	5	Each				
3.	90mm x 90mm	5	Each				
4.	110mm x 110mm	5	Each				
5.	75mm x 63mm	5	Each				
6.	90mm x 63mm	5	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
7.	110mm x 63mm	5	Each				
8.	90mm x 75mm	5	Each				
9.	110mm x 75mm	5	Each				
10.	110mm x 90mm	5	Each				
A20	Cast Iron Short Collar Couplings						
1.	50mm	100	Each				
2.	75mm	90	Each				
3.	100mm	100	Each				
4.	125mm	10	Each				
5.	150mm	65	Each				
6.	200mm	35	Each				
7.	225mm	5	Each				
8.	250mm	5	Each				
9.	300mm	5	Each				
A21	Universal / Ranger Couplings						
1.	59mm – 73mm to suit 63mm PVC Pipe	10	Each				
2.	72mm – 85mm to suit 75mm PVC Pipe	10	Each				
3.	88mm – 103mm to suit 90mm PVC Pipe	10	Each				
4.	108mm – 128mm to suit 110mm PVC Pipe	10	Each				
5.	159mm – 182mm to suit 160mm PVC Pipe	5	Each				
6.	192mm – 209mm to suit 200mm PVC Pipe	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
7.	250mm – 267mm to suit 250mm PVC Pipe	5	Each				
8.	315mm – 332mm to suit 315mm PVC Pipe	5	Each				
A22	Cast Iron Saddles						
A22.1	22mm Drill to Suit AC Pipe						
1.	50mm	60	Each				
2.	75mm	65	Each				
3.	100mm	50	Each				
4.	125mm	10	Each				
5.	150mm	20	Each				
6.	200mm	5	Each				
7.	225mm	5	Each				
8.	250mm	5	Each				
9.	300mm	5	Each				
A22.2	40mm Drill to Suit AC Pipe						
1.	75mm	5	Each				
2.	100mm	5	Each				
3.	125mm	3	Each				
4.	150mm	3	Each				
5.	200mm	3	Each				
6.	225mm	3	Each				
7.	250mm	3	Each				
8.	300mm	3	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A22.3	AC / PVC; 22mm Drill						
1.	63mm	15	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	10	Each				
5.	160mm	10	Each				
A23	Flange Adaptors						
1.	50mm AC to 63mm PVC (59-73mm)	5	Each				
2.	75 mm AC to 75 mm PVC (72-85mm)	5	Each				
3.	100 mm AC to 110 mm PVC (108-128mm)	5	Each				
4.	150 mm AC to 160 mm PVC (159-182mm)	3	Each				
5.	225 mm AC to 250 mm PVC (250-267mm)	3	Each				
A24	Bends						
A24.1	11.25° Ductile Iron Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A24.2	22.5° Ductile Iron Socketed						
1.	63mm	10	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A24.3	45° Ductile Iron Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A24.4	90° Ductile Iron Socketed						
1.	63mm	10	Each				
2.	75mm	10	Each				
3.	90mm	10	Each				
4.	110mm	5	Each				
5.	160mm	5	Each				
A25	End Caps						
A25.1	Ductile Iron Socketed						
1.	63mm	5	Each				
2.	75mm	5	Each				
3.	90mm	5	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
4.	110mm	5	Each				
5.	160mm	5	Each				
6.	200mm	2	Each				
A25.2	Cast Iron To Suit AC Pipe						
1.	50mm	4	Each				
2.	75mm	4	Each				
3.	100mm	4	Each				
4.	150mm	4	Each				
5.	225mm	4	Each				
A26	Reducers – Ductile Iron Socketed						
1.	75mm to 63mm	5	Each				
2.	90mm to 63mm	5	Each				
3.	110mm to 63mm	5	Each				
4.	90mm to 75mm	5	Each				
5.	110mm to 75mm	5	Each				
6.	110mm to 90mm	5	Each				
7.	160mm to 110mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A27	Tees						
A27.1	Cast Iron to Suit AC Pipe						
1.	50mm Equal Tee	5	Each				
2.	75mm x 50mm	5	Each				
3.	75mm Equal Tee	5	Each				
4.	100mm Equal Tee	5	Each				
5.	150mm x 100mm	5	Each				
6.	150mm Equal Tee	5	Each				
7.	225mm equal Tee	5	Each				
A27.2	Ductile Iron to Suit PVC Pipe						
1.	63mm Equal Tee	5	Each				
2.	75mm x 63mm	5	Each				
3.	75mm Equal Tee	5	Each				
4.	110mm equal Tee	5	Each				
5.	160mm x 110mm	5	Each				
6.	160mm Equal Tee	5	Each				
7.	200mm Equal Tee	5	Each				
A27.3	Hydrant Tees To Suit PVC Pipe						
1.	63mm	5	Each				
2.	75mm	5	Each				
3.	90mm	5	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
4.	110mm	5	Each				
5.	160mm	5	Each				
6.	200mm	5	Each				
7.	250mm	3	Each				
8.	315mm	3	Each				
A27.4	Hydrant Tees to Suit AC Pipe						
1.	75mm	5	Each				
2.	100mm	5	Each				
3.	150mm	3	Each				
4.	225mm	3	Each				
A27.5	Flanged						
1.	75mm	5	Each				
2.	100mm	5	Each				
3.	150mm	3	Each				
4.	225mm	3	Each				
A28	Stainless Steel Repair Clamps						
1.	69mm – 76mm to suit 50mm AC Pipe	125	Each				
2.	95mm – 104mm to suit 75mm AC Pipe	100	Each				
3.	120mm – 130mm to suit 100mm AC Pipe	110	Each				
4.	145mm – 155mm to suit 125mm AC Pipe	15	Each				
5.	173mm – 183mm to suit 150mm AC Pipe	60	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
6.	229mm – 238mm to suit 200mm AC Pipe	25	Each				
7.	254mm – 264mm to suit 225mm AC Pipe	5	Each				
8.	281mm – 290mm to suit 250mm AC Pipe	5	Each				
9.	342mm – 356mm to suit 300mm AC Pipe	5	Each				
A29	Hydrant Valves						
	Cap top and multi drilled	25	Each				
A30	Gate Valves:						
A30.1	Flanged, Handwheel Operated (Drilled Table D, BS 10)						
	150mm	10	Each				
A30.2	Cap Top – Socketed To Suit PVC Pipe						
1.	63mm	5	Each				
2.	75mm	5	Each				
3.	90mm	5	Each				
4.	110mm	5	Each				
5.	160mm	3	Each				
6.	200mm	3	Each				
7.	250mm	3	Each				
8.	315mm	3	Each				
A30.3	Cap Top - Plain Ended						
1.	50mm	20	Each				
2.	75mm	10	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
3.	100mm	10	Each				
4.	150mm	5	Each				
5.	200mm	5	Each				
A31	Non-Return Valves						
1.	63mm	5	Each				
2.	75mm	5	Each				
3.	90mm	5	Each				
4.	110mm	5	Each				
5.	160mm	3	Each				
6.	200mm	3	Each				
7.	250mm	3	Each				
8.	315mm	3	Each				
A32	Ventomat (or Similar) Rbx Air Release Valves and Vacuum Break Valves (Stainless Steel)						
1.	25mm	5	Each				
2.	50mm	5	Each				
A33	DZR Brass Compression Fittings (J.A.S.W.I.C Accepted)						
A33.1	MUNICIPAL BALL COCKS						
1.	15mm	10	Each				
2.	20mm	350	Each				
3.	25mm	10	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A33.2	Chrome Plated Ball Valves MXF						
1.	20mm	15	Each				
2.	25mm	15	Each				
3.	32mm	10	Each				
4.	40mm	10	Each				
5.	50mm	5	Each				
6.	80mm	3	Each				
A33.3	Chrome Plated Ball Valves FXF						
1.	20mm	5	Each				
2.	25mm	5	Each				
3.	32mm	5	Each				
4.	40mm	10	Each				
5.	50mm	5	Each				
6.	80mm	10	Each				
A33.4	Brass Running Nipple						
	20mm	75	Each				
A33.5	Brass Couplers C X C						
1.	15mm	300	Each				
2.	20mm	400	Each				
3.	25mm	25	Each				
4.	32mm	20	Each				
5.	40mm	10	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A33.6	Brass Couplers FIC						
1.	15mm	170	Each				
2.	20mm	500	Each				
3.	25mm	35	Each				
4.	32mm	20	Each				
5.	40mm	20	Each				
A33.7	Brass Couplers MIC						
1.	15mm	100	Each				
2.	20mm	650	Each				
3.	25mm	40	Each				
4.	32mm	10	Each				
5.	40mm	20	Each				
A33.8	Brass Reducer Couplers C X C						
1.	20mm x 15mm	200	Each				
2.	25mm x 20mm	40	Each				
A33.9	Brass Reducer Couplers MIC						
1.	20mm x 15mm	25	Each				
2.	25mm x 20mm	10	Each				
A33.10	Brass Multi Step Reducer Sets						
1.	42mm x 22mm	10	Each				
2.	42mm x 25mm	10	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A33.11	Brass Elbows C X C						
1.	15mm	300	Each				
2.	20mm	500	Each				
3.	25mm	20	Each				
4.	32mm	5	Each				
5.	40mm	15	Each				
A33.12	Brass Elbows FIC						
1.	15mm	100	Each				
2.	20mm	200	Each				
3.	25mm	20	Each				
4.	32mm	15	Each				
5.	40mm	15	Each				
A33.13	Brass Elbows MIC						
1.	15mm	150	Each				
2.	20mm	500	Each				
3.	25mm	5	Each				
4.	32mm	15	Each				
5.	40mm	15	Each				
A33.14	Brass Wall-Plate Elbows						
1.	15mm	60	Each				
2.	20mm	25	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A33.15	Brass Reducing Elbows C X C						
	20mm x 15mm	10	Each				
A33.16	Brass Gate Valves C X C						
1.	15mm	5	Each				
2.	20mm	5	Each				
3.	25mm	5	Each				
4.	40mm	5	Each				
5.	50mm	5	Each				
A33.17	Brass Gate Valves F X F						
1.	15mm	5	Each				
2.	20mm	70	Each				
3.	25mm	5	Each				
4.	40mm	10	Each				
5.	50mm	5	Each				
A33.18	Conex Rings						
1.	15mm	100	Each				
2.	20mm	100	Each				
A33.19	Conex Stop Ends						
1.	15mm	20	Each				
2.	20mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A34	Brass Taps						
A34.1	Hose Bib-Cocks						
1.	15mm	70	Each				
2.	20mm	40	Each				
A34.2	Stopcocks: C X C						
1.	15mm	100	Each				
2.	20mm	250	Each				
3.	25mm	10	Each				
4.	38mm	10	Each				
5.	42mm	5	Each				
A34.3	Stopcocks: Female						
1.	15mm	75	Each				
2.	20mm	200	Each				
3.	25mm	15	Each				
4.	38mm	5	Each				
5.	42mm	5	Each				
A34.4a	Stopcocks: Male						
1.	15mm	5	Each				
2.	20mm	5	Each				
3.	25mm	5	Each				
4.	38mm	5	Each				
5.	42mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A34.4b	Plastic Stop Cocks: Male Male						
1.	15mm	100	Each				
2.	20mm	20	Each				
A34.5	Pushbutton Taps						
1.	15mm	5	Each				
2.	20mm	5	Each				
A34.6	Loose Key Bib-Cocks : Male						
	20mm	5	Each				
A34.7	Loose Key Bib-Cocks : Female Male						
	20mm	5	Each				
A35	Plastic Hose Bib-Cocks						
3.	15mm	100	Each				
4.	20mm	20	Each				
A36	Tap Jumpers						
1.	15mm	20	Each				
2.	20mm	15	Each				
A37	Copper Tubes Class 2 (5.5 Meter)						
3.	15mm	20	/ length				
4.	20mm	20	/ length				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A38	HDPE Compression Fittings						
A38.1	Male Plasson Adaptors						
1.	25mm x 15mm	35	Each				
2.	20mm x 22mm	150	Each				
3.	25mm x 15mm	10	Each				
4.	25mm x 22mm	400	Each				
5.	25mm x 25mm	10	Each				
6.	32mm x 22mm	20	Each				
7.	40mm x 40mm	10	Each				
8.	50mm x 50mm	10	Each				
9.	50mm x 40mm	5	Each				
A38.2	Female Adaptors						
1.	20mm x 15mm	10	Each				
2.	20mm x 22mm	10	Each				
3.	25mm x 15mm	10	Each				
4.	25mm x 22mm	10	Each				
5.	25mm x 25mm	5	Each				
6.	32mm x 22mm	5	Each				
7.	40mm x 40mm	5	Each				
8.	50mm x 50mm	5	Each				
9.	50mm x 40mm	5	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai	
A38.3	Plasson Couplings							
1.	15mm	10	Each					
2.	20mm	20	Each					
3.	25mm	11	Each					
4.	32mm	5	Each					
5.	40mm	5	Each					
6.	50mm	10	Each					
A39	Reducing Elbows / Reducers							
A39.1	Male Plasson Reducing Elbows							
1.	25mm x 15mm	10	Each					
2.	25mm x 22mm	150	Each					
A39.2	Female Plasson Reducing Elbows							
1.	25mm x 15mm	10	Each					
2.	25mm x 22mm	10	Each					
A39.3	Plasson Reducers: Male / Female Thread							
1.	25mm x 15mm	10	Each					
2.	25mm x 22mm	30	Each					
A40	Plasson Stop Ends							
1.	15mm	10	Each					
2.	22mm	10	Each					
3.	25mm	15	Each					
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
4.	32mm	5	Each				
5.	40mm	5	Each				
6.	50mm	5	Each				
A41	90° Equal Tees						
A41.1	Threaded Female Off-Take						
1.	15mm	10	Each				
2.	22mm	10	Each				
3.	25mm	15	Each				
4.	32mm	5	Each				
5.	40mm	5	Each				
6.	50mm	5	Each				
A41.2	Threaded Male Off-Take						
1.	15mm	10	Each				
2.	22mm	10	Each				
3.	25mm	15	Each				
4.	32mm	5	Each				
5.	40mm	5	Each				
6.	50mm	5	Each				
A42.1	Hdpe Pipe Class 12						
1.	25mm	700	Meter				
2.	32mm	300	Meter				
3.	40mm	200	Meter				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A42.2	Poly Cop Pipe Class 16						
1.	15mm	1000	Meter				
2.	22mm	2000	Meter				
3.	25mm	100	Meter				
4.	42mm	200	Meter				
A43	General						
1.	Thread tape	2000	Each				
2.	Denso paste per 500gram	30	Each				
3.	Denso tape – 100mm	30	Roll				
4.	PVC-U special cement for rigid PVC fittings and pipes (500ml). Must comply with DIN 16970 (German) and BS4346-3 (British) specifications	20	500ml				
A43.1	Galvanized MC Hollow Plugs						
1.	15mm	20	Each				
2.	20mm	20	Each				
A43.2	Galvanized Bolts & Nuts Full Thread						
1.	M16 x 55mm HEX	60	Each				
2.	M16 x 65mm HEX	100	Each				
43.3	Galvanized Bolts & Nuts Half Thread						
	M16 x 90mm HEX	50	Each				
A43.4	Brass T-Bolts And Nuts Full Thread						
1.	12 x 88mm	20	Each				
2.	16 x 85mm	10	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
A44	Subsoil Poly-drainage Pipes / 6m						
1.	160mm	75	Length				
SECTION B: WATER METERS							
B1.	Standard Plastic Water Meter In Box (Kent Or Similar)						
1.	15mm	20	Each				
2.	20mm	300	Each				
3.	25mm	20	Each				
4.	Key for Water Meter Box	100	Each				
B2.	Above Ground Meter Box (Kent Or Similar)						
	15mm	100	Each				
B3.	Water Management Divice Meter (Kent Or Similar)						
	15mm	100	Each				
B3.1	Domestic Water Meters (Brass Body) Kent Or Similar (Optima)						
1.	15mm	20	Each				
2.	20mm	10	Each				
3.	25mm	15	Each				
B3.2.	Domestic Water Meters (PVC Body) – Kent Or Similar						
1.	15mm	80	Each				
2.	20mm	120	Each				
3.	25mm	10	Each				

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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
B4.	Multi-Jet Water Meters (Kent Or Similar)						
1.	15mm	60	Each				
2.	20mm	10	Each				
3.	25mm	10	Each				
4.	40mm	10	Each				
B5.	Combination Water Meters (Kent Or Similar)						
1.	50mm	6	Each				
2.	80mm	6	Each				
3.	100mm	3	Each				
4.	150mm	3	Each				
B6.	Bulk Water Meters (Kent Or Similar)						
1.	40mm	3	Each				
2.	50mm	6	Each				
3.	80mm	3	Each				
4.	100mm	2	Each				
B7.	In-Line Strainers						
1.	40mm	10	Each				
2.	50mm	10	Each				
3.	80mm	6	Each				
4.	100mm	6	Each				
5.	150mm	6	Each				
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SECTION C: PIPES AND FITTINGS FOR SEWER MAINS							
C.1	uPVC Class 34 Pipes / 6 Meter						
1.	110mm	Unknown	/ Length				
2.	160mm	Unknown	/ Length				
3.	200mm	Unknown	/ Length				
4.	250mm	Unknown	/ Length				
C.2	uPVC Rodding Eyes						
1.	110mm	Unknown	Each				
C3	uPVC Bends						
C.3.1	22.5° Bends						
1.	110mm	Unknown	Each				
2.	160mm	Unknown	Each				
3.	200mm	Unknown	Each				
4.	250mm	Unknown	Each				
C.3.2	45° Bends						
1.	110mm	Unknown	Each				
2.	160mm	Unknown	Each				
3.	200mm	Unknown	Each				
4.	250mm	Unknown	Each				
C.3.3	90° Bends						
1.	110mm	Unknown	Each				
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2.	160mm	Unknown	Each				
3.	200mm	Unknown	Each				
4.	250mm	Unknown	Each				
C.3.4	uPVC Reducing Junctions						
1.	160mm x 110mm	Unknown	Each				
2.	200mm x 110mm	Unknown	Each				
3.	200mm x 160mm	Unknown	Each				
C.3.5	STOP-Ends						
1.	110mm	Unknown	Each				
2.	160mm	Unknown	Each				
3.	200mm	Unknown	Each				
4.	250mm	Unknown	Each				
C.3.6	PVC Sewer Filters	80	Each				
SECTION D: POLYMER CONCRETE MANHOLE COVERS AND FRAMES							
D.1	Polymer Manhole Covers & Frames						
1.	Type 2A Circular Manhole Cover & Frame	30	Each				
2.	Type 3A Belltobie	45	Each				
3.	Type 4A Circular Manhole Cover & Frame		Each				
4.	Type 5 Rectangular Hydrant Box	40	Each				
5.	Table 6 Rectangular Gully Grating & Frame	35	Each				
6.	Type 9D 600 x 450 Rectangular Manhole Cover & Frame	25	Each				
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	Product	Est. Quantity	Unit	Manufacturer	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Gansbaai
7.	Type 9E 900 x 600 Rectangular Manhole Cover & Frame	100	Each				
8.	Type 14B 450 x 450 Square Manhole Cover & Frame	45	Each				
D.2	Polymer Replacement Covers Only						
1.	Type 2A Circular Replacement Cover	25	Each				
2.	Type 4A Circular Replacement Cover		Each				
3.	Table 6 Rectangular Replacement Gully Grating	55	Each				
4.	Type 9D 600 x 450 Rectangular Manhole Replacement Cover	12	Each				
5.	Type 9E 900 x 600 Rectangular Manhole Replacement Cover	5	Each				
6.	Type 14B 450 x 450 Square Manhole Replacement Cover	5	Each				
SECTION E: BITUMINOUS PRODUCTS							
E.1	Cationic 65 %						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 2	Rubspray 70 %						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
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2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 3	Premix Grade - Cationic 65 %						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 4	Slurry Seal - Anionic 60 % Stable Mix						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 5	Slurry Seal - Cationic Stable Mix 60%						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
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2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 6	Bitumen Prime - MC Cutback						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 7	Bitumen Prime - MC 30						
1.	200 ℓ Drum	Unknown	200 ℓ				
2.	Bulk Delivery & Spray :						
2.1.	0 - 9,000 ℓ / day	Unknown	ℓ / Day				
2.2.	9,001 - 14,000 ℓ / day	Unknown	ℓ / Day				
2.3.	14,001 - 20,000 ℓ / day	Unknown	ℓ / Day				
2.4.	20,001 - 25,000 ℓ / day	Unknown	ℓ / Day				
E. 8	Premix Products						
E. 8.1	Cold Asphalt						
1.	Per bag of 25 kg	Unknown	/ Bag				
2.	Per bag of 30 kg	Unknown	/ Bag				
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E. 8.2	"Carbon" based pothole repair mix Per bag of 25kg	Unknown	/ Bag				
E. 8.3	Cold Wearing Course						
1.	C 6.7mm Max Aggregate size 5% Bitumen By Mass	Unknown	/ Ton				
2.	9.5mm Max Aggregate size 5% Bitumen By Mass	Unknown	/ Ton				
E.8.4	Hot Wearing Course						
1.	9.5mm Max Aggregate size 5.5% Bitumen By Mass	Unknown	/Ton				
2.	13.2mm Max Aggregate Size 5.5% Bitumen By Mass	Unknown	/Ton				
E. 8.5	Pavement Mix						
1	HOT - 6.7mm Max Aggregate size 6% Bitumen By Mass	Unknown	/ Ton				
2	COLD - 6.7mm Max Aggregate size 6% Bitumen By Mass	Unknown	/ Ton				
E. 9	Placement Of Premix Products						
1.	Site Establishment Charge		Sum				
2.	Machine hire / working day		R / Day				
3.	Application rate / ton:						
3.1.	0 - 250 ton / day		Ton / day				
3.2.	More than 250 ton / day		Ton / day				
4.	Inclement weather charge / working day		Rate / working day				

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	Product	Estimated Quantity	Unit	Price Per Unit (Excl. VAT) Betty's BAY	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Stanford	Price Per Unit (Excl. VAT) Gansbaai	Price Per Unit (Excl. VAT) Pearly Beach	Price Per Unit (Excl. VAT) Baardskeer-DERSBOS
SECTION F: CRUSHED STONE, DUST, SAND, GRAVEL										
F.1	Concrete Stone									
1.	6mm	Unknown	m ³							
2.	13mm	Unknown	m ³							
3.	19mm	Unknown	m ³							
	Note: 6mm (conversion factor) 1.31 ton = 1m ³ 13mm (conversion factor) 1.35 ton = 1m ³ 19mm (conversion factor) 1.39 ton = 1m ³									
F.2	Road Stone									
1.	6mm	Unknown	m ³							
2.	13mm	Unknown	m ³							
3.	19mm	Unknown	m ³							
	Note: 6mm (conversion factor) 1.40 ton = 1m ³ 13mm (conversion factor) 1.44 ton = 1m ³ 19mm (conversion factor) 1.42 ton = 1m ³									
F.3	Crusher Dust									
1.	Per m ³	Unknown	m ³							
	Note: Crusher Dust (conversion factor) 1.61 ton = 1m ³									
F.4	Gravel For Road Building									
1.	G5 Base Course	Unknown	m ³							
2.	G3 Base Course	Unknown	m ³							

SIGNATURE		NAME (PRINT)		DATE	
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MUNISIPALITEIT



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	Product	Estimated Quantity	Unit	Price Per Unit (Excl. VAT) Betty's BAY	Price Per Unit (Excl. VAT) Kleinmond	Price Per Unit (Excl. VAT) Hermanus	Price Per Unit (Excl. VAT) Stanford	Price Per Unit (Excl. VAT) Gansbaai	Price Per Unit (Excl. VAT) Pearly Beach	Price Per Unit (Excl. VAT) Baardskeer-DERSBOS
SECTION F: CRUSHED STONE, DUST, SAND, GRAVEL										
3.	Building Sand	Unknown	m ³							
	Note: G5 (conversion factor) 1.77 ton = 1m ³ Note: G5 (conversion factor) 1.73 ton = 1m ³									
F.5	Sand									
1.	Building sand	Unknown	m ³							
2.	Plastering sand	Unknown	m ³							
3.	Filling	Unknown	m ³							
4.	Topsoil	Unknown	m ³							
	Note: (Conversion factor) 1.42 ton = 1m ³									
F.6	Grit									
1.	3,5 - 4,5mm	Unknown	m ³							
	Note: GRIT (conversion factor) 1.61 ton = 1m ³									

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MUNISIPALITEIT



MUNICIPALITY

	PRODUCT	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
SECTION G: PRECAST CONCRETE PRODUCTS							
G1	Kerbs						
1.	E 1 (1m)		Each				
2.	E 1 (330mm)		Each				
3.	BK 1 (1m)		Each				
4.	BK 1 (330mm)		Each				
5.	C 1 (1m)		Each				
6.	C 1 (330mm)		Each				
7.	CK 5 (1m)		Each				
8.	CK 5 (330mm)		Each				
9.	Inlet Kerb 1m unit		Each				
10.	Inlet Kerb 2m unit		Each				
G2	Slabs						
G2.1	Paving Slabs						
1.	450 x 450 x 50		Each				
2.	500 x 500 x 50		Each				
G2.2	Heavy Duty Cover Slabs - Reinforced Slab						
1.	600 x 600 x 75		Each				
2.	1000 x 1000 x 75		Each				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



	PRODUCT	ESTIMATED QUANTITY	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
SECTION H: CEMENT, BRICKS, BLOCKS, PAVERS							
H.1	Bricks						
1.	Cement		/ 1000				
2.	ROK		/ 1000				
3.	Maxi 90x220x110		/ 1000				
H.2	Bond Paving Bricks (Colour)						
1.	60mm		/ 1000				
2.	80mm		/ 1000				
H.3	Cement Bond Pavers (Plain)						
1.	60mm		/ 1000				
2.	80mm		/ 1000				
J.4	Paving Bricks Interlocking (Colour)						
1.	60mm		/ 1000				
2.	80mm		/ 1000				
H.5	Cement Pavers Interlocking						
1.	60mm		/ 1000				
2.	80mm		/ 1000				
H.6	Cement Blocks						
1.	140mm		/ 100				
2.	190mm		/ 100				
H.7	Cement						
1.	50kg bags		/ Bag				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

MUNISIPALITEIT



MUNICIPALITY

	PRODUCT	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
SECTION I: HIRING OF PLANT / MACHINERY						
I.1	Digger Loader (91-120kw)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.2	Mini Loader (Bobcat or similar)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.3	Front End Loader (1,72 m³)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.4	Excavator (0,71-1,2 m³)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

MUNISIPALITEIT



MUNICIPALITY

	PRODUCT	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
I.5	Roller (vibrating 9 – 11 ton)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.6	Pedestrian Roller (walk behind vibrating 750 kg)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.7	Grader (11500-13600 kg)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.8	Dozers (D6 or similar)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				

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CAPACITY			NAME OF FIRM		

MUNISIPALITEIT



MUNICIPALITY

	PRODUCT	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
I.9	Water Trucks (11000 l with water pump)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.10	Tipper Trucks 3m³					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.11	Tipper Trucks 7m³					
1.	Dry rate	m ³				
2.	Wet rate	m ³				
3.	Minimum hours	m ³				
4.	Establishment rate	sum				
I.12	Tipper Trucks 10m³					
1.	Dry rate	m ³				
2.	Wet rate	m ³				
3.	Minimum hours	m ³				
4.	Establishment rate	sum				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

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MUNICIPALITY

	PRODUCT	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
I.13	Mini Excavator (5 – 8 TON)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.14	Tractor 4X4 (72Kw)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.15	Brush Cutter (40-60cc)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I.16	Heavy Duty Brushcutter(40.2cm3 & 1.6kW)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		

MUNISIPALITEIT



MUNICIPALITY

	PRODUCT	UNIT	PRICE PER UNIT (EXCL. VAT) KLEINMOND	PRICE PER UNIT (EXCL. VAT) HERMANUS	PRICE PER UNIT (EXCL. VAT) STANFORD	PRICE PER UNIT (EXCL. VAT) GANSBAAI
I17	Heavy Duty Chainsaw (72.2cm3 & 3.9kW)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I18	Backpack Vacuum Shredder (27.2cm3 & 0.7kW)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I19	Backpack Blower (64.8cm3)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				
I20	Industrial Walk Behind Lawnmower(cutting width 750mm)					
1.	Dry rate	/ hr				
2.	Wet rate	/ hr				
3.	Minimum hours	/ hr				
4.	Establishment rate	sum				

SIGNATURE		NAME (PRINT)		DATE	
CAPACITY			NAME OF FIRM		



18. MBD 7.1. – CONTRACT FORM - PURCHASE OF GOODS

NOTE:

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

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **the Overstrand Municipality** in accordance with the requirements and specifications stipulated in tender number **1597/2015: SUPPLY AND DELIVERY OF CONSTRUCTION AND PLUMBING MATERIALS FOR A CONTRACT PERIOD ENDING 30 JUNE 2017**, at the price(s) quoted below / as per pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
Bidding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2001
 - (f) Declaration of interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract.
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

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



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (To be completed by OVERSTRAND MUNICIPALITY)

1. I, _____,
 in my capacity as _____, accept your bid under
 reference number _____, dated _____,
 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and
 conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the
 delivery note.

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

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

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

19. 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 fulfilment of all obligations and conditions devolving in me / us under this agreement as the principal liable for the due fulfilment of this contract.

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

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

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



PART C – DATABASE REGISTRATION

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

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



FOR OFFICE USE ONLY

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



PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

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

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

(b) BID DECLARATION

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

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

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

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

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

Handtekening / Signature / Osayinileyo	Getuie / As Witness / Njengengqina



DECLARATION BY SUPPLIER

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

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

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

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

3.	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
3.1	Print full Name:			
3.2	Company/CC Registration or ID Number:			
3.3	Are you presently <i>in the service of the state</i> ? *	YES	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"	Not applicable	Not applicable	Not applicable	Not applicable	Not applicable
All Tiers of Government 00001 - 09999		Medium	100	R 5 m	R 5 m	
Agriculture 11001 - 14999		Small	50	R 3 m	R 3 m	
Mining and Quarrying 21001 - 29999		Very small	10	R 0.50 m	R 0.50 m	
Manufacturing 30001 - 39999		Micro	5	R 0.20 m	R 0.10 m	
Electricity, Gas and Water 41001 - 42999		Medium	200	R 39 m	R 23 m	
Construction 50001 - 50999		Small	50	R 10 m	R 6 m	
Wholesale Trade, Commercial Agents and Allied Services 58001 - 61999		Very small	20	R 4 m	R 2 m	
Retail and Motor Trade and Repair Services 62101 - 63500		Micro	5	R 0.20 m	R 0.10 m	
Catering, Accommodation and other Trade 64101 - 64299		Medium	200	R 51 m	R 19 m	
Transport, Storage and Communications 71001 - 75999		Small	50	R 13 m	R 5 m	
Finance and Business Services 81001 - 88999		Very small	20	R 5 m	R 2 m	
Community, Social and Personal Services 91001 - 99999		Micro	5	R 0.20 m	R 0.10 m	
		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	
		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	
		Medium	200	R 39 m	R 6 m	
		Small	50	R 19 m	R 3 m	
		Very small	20	R 4 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
		Medium	200	R 13 m	R 3 m	
		Small	50	R 6 m	R 1 m	
		Very small	20	R 1.50 m	R 0.90 m	
		Micro	5	R 0.20 m	R 0.10 m	
		Medium	200	R 26 m	R 6 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	
		Medium	200	R 26 m	R 5 m	
		Small	50	R 13 m	R 3 m	
		Very small	20	R 3 m	R 0.50 m	
		Micro	5	R 0.20 m	R 0.10 m	
		Medium	200	R 13 m	R 6 m	
		Small	50	R 6 m	R 3 m	
		Very small	20	R 1 m	R 0.60 m	
		Micro	5	R 0.20 m	R 0.10 m	

NATURE OF OPERATIONS, PRODUCTS OR SERVICES

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

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

KREDIETBEVEL INSTRUKSIE / CREDIT ORDER INSTRUCTION / UMYALELO NGOTYALO MALI

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

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

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

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

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

DOCUMENTS REQUIRED

DOCUMENTS REQUIRED	SOLE PROPRIETOR	CC'S AND PRIVATE COMPANIES	PARTNER-SHIPS	PUBLIC COMPANY	BUSINESS TRUST	NON PROFIT ORGANIZATIONS (NPO)	WHERE TO GET DOCUMENTS
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			