



**TENDER NO.: SC 1524/2014**  
**SUPPLY AND DELIVERY OF FLEET VEHICLES ON HIRE PURCHASE**  
**PROCUREMENT DOCUMENT**

<b>NAME OF TENDERER:</b>	
<b>Total Bid Price (Inclusive of VAT)</b>	<b><u>REFER TO PRICING SCHEDULES ON PAGES 61 TO 62</u></b>

**OCTOBER 2014**

**PREPARED AND ISSUED BY:**

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

**CONTACT FOR ENQUIRIES  
REGARDING SPECIFICATIONS:**

Frankie Frans  
Acting Manager: Corporate  
Projects

**Tel. Number:** 028 313 8144

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TENDER DETAILS						
TENDER NUMBER:	<b>1524/2014</b>					
TENDER TITLE:	<b>SUPPLY AND DELIVERY OF FLEET VEHICLES ON HIRE PURCHASE</b>					
CLOSING DATE:	<b>2014/12/05</b>		CLOSING TIME:	<b>12H00</b>		
SITE MEETING:	DATE:	<b>N/A</b>	TIME:	<b>N/A</b>	COMPULSORY:	<b>N/A</b>
SITE MEETING ADDRESS:	<b>N/A</b>					
CIDB GRADING REQUIRED:	<b>NO</b>	LEVEL AND CATEGORY:	<b>N/A</b>			
BID BOX NO:	<b>1</b>	SITUATED AT: Overstrand Municipal Building, Magnolia Avenue, Hermanus. The bid box is generally open 24 hours a day, 7 days a week.				
OFFER TO BE VALID FOR:	<b>90</b>	DAYS FROM THE CLOSING DATE OF BID.				

TENDERER DETAILS			
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:	<b>BLAKE D'OLIVEIRA</b>	<b>FRANKIE FRANS</b>
TEL. #	<b>028 313 5016</b>	<b>028 313 8144</b>

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

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

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

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

**2. TENDER NOTICE & INVITATION TO TENDER****TENDER NO. SC 1524/2014****SUPPLY AND DELIVERY OF FLEET VEHICLES ON HIRE PURCHASE**

Tenders are hereby invited for the **Supply and Delivery of Fleet Vehicles on Hire Purchase.**

Tender documents, in English, are obtainable from **Friday, 31 October 2014**, at the offices of the Supply Chain Management Unit, Overstrand Municipality, Magnolia Avenue, Hermanus; Tel. 028 313 8064 from Ms. Rita Neethling between 08h30 and 15h30 upon payment of a tender participation fee of **R143.00** per set. Alternatively the document may be downloaded free of charge from the website: [www.overstrand.gov.za](http://www.overstrand.gov.za) .

Sealed tenders, with: **Tender No. "SC 1524/2014: Supply and Delivery of Fleet Vehicles on Hire Purchase."** clearly endorsed on the envelope, must be deposited in **Tender Box No. 1** at the offices of the Overstrand Municipality, Magnolia Avenue, Hermanus. Bids may only be submitted on the bid documentation issued by Overstrand Municipality.

The closing date and time of the tender is on **05 December 2014 at 12h00** and tenders will be opened in public immediately thereafter in the Supply Chain Management Committee Room, Hermanus Administration.

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

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

Please refer enquiries to **Mr. F. Frans** at telephone number: **028 313 8144**.



**3. AUTHORITY TO SIGN A BID**

**1. COMPANIES AND CLOSE CORPORATIONS**

- 1.1. 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
- 1.2. 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**

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

Full name and surname of ALL Director(s) / Member (s)			
1.		2.	
3.		4.	
5.		6.	
7.		8.	
<b>Is a CERTIFIED COPY of the resolution attached?</b>		<b>YES</b>	<b>NO</b>
SIGNED ON BEHALF OF COMPANY / CC:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**2. SOLE PROPRIETOR (SINGLE OWNER BUSINESS)**

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

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



**3. PARTNERSHIP**

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

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

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

**4. CONSORTIUM**

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

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

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



**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 blue-prints, drawings, and specifications of the spare parts, if requested.

**15. Warranty**

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

**16. Payment**

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

**17. Prices**

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

**18. Variation orders**

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

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**19. Assignment**

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

**20. Subcontracts**

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

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

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

**22. Penalties**

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

**23. Termination for default**

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

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

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

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

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

#### 25. Force Majeure

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

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**26. Termination for insolvency**

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

**27. Settlement of Disputes**

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

**28. Limitation of liability**

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

**29. Governing language**

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

**30. Applicable law**

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

**31. Notices**

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

**32. Taxes and duties**

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

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

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

**33. Transfer of contracts**

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

**34. Amendment of contracts**

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

**35. Prohibition of restrictive practices.**

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

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

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

*General Conditions of Contract (revised July 2010)*

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**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 invoices must be forwarded to the following address:

Overstrand Municipality  
PO Box 20  
Hermanus, 7200

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

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

**12. Standard Payment Terms**

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

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

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

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

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

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

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

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

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

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



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



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

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

**4. DECLARATION**

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

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

SIGNATURE		DATE	
NAME OF SIGNATORY			
POSITION			
NAME OF COMPANY			

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

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



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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

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

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

**2. DEFINITIONS**

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

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

### 3. ADJUDICATION USING A POINT SYSTEM

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



**4. POINTS AWARDED FOR PRICE**

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

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

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

**Where:**

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

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

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

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

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

**6. BID DECLARATION**



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

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**

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



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

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

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## FOR INFORMATION PURPOSES ONLY

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

### **1. EME B-BBEE STATUS LEVEL CERTIFICATES ISSUED BY AUDITORS AND ACCOUNTING OFFICERS AS CONTEMPLATED IN THE CLOSE CORPORATION ACT**

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

### **2. BIDDERS OTHER THAN EMES**

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



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

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

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



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

**5. CERTIFICATION**

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

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

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



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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION:**

In response to the invitation for the bid made by:

**OVERSTRAND MUNICIPALITY**

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

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

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



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

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



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

<b>1. KEY PERFORMANCE INDICATORS (KPIs)</b>			
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>			
<b>SIGNATURE</b>		<b>NAME (PRINT)</b>	
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME OF FIRM</b>			
<b>WITNESS 1</b>		<b>WITNESS 2</b>	



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



**13. SPECIFICATIONS**

**1. BACKGROUND**

Tenders are hereby invited for the supply and delivery and/or financing of vehicles on hire purchase over 48 and 60 months.

**2. FINANCE**

- 2.1 The repayment of the loans in terms of the Hire Purchase Agreement of vehicles will be settled in equal monthly instalments over a period of 48 and/or 60 months.
- 2.2 The Overstrand Municipality requires quotes for an all-inclusive floating interest rate based on prime and a fixed interest rate.
- 2.3 A schedule of cash flows for the respective periods showing the capital redemption and interest payable by the Overstrand Municipality to be submitted with the tender.
- 2.4 Only bids from authorized dealers and/or financial institutions will be considered. An original or certified copy of registration as authorized dealer to be submitted with the tender documents. In the case of financial institutions, an original or certified copy of a registration certificate from the Financial Services Board to be submitted with the tender documents.
- 2.5 All prices must be in South African currency (Rand), excluding VAT.
- 2.6 No residual values will be applicable.
- 2.7 Ownership will vest in Overstrand Municipality after the full and final settlement of amounts in terms of the Hire Purchase Agreement.
- 2.8 No collateral will be offered for the procurement of the vehicle(s) by the Overstrand Municipality.
- 2.9 Bid prices must include:
  - 2.9.1 Pre-delivery inspection (PDI) / Pre-delivery Service (PDS)
  - 2.9.2 Emission tax
  - 2.9.3 The cost of licencing/ registration and number plates
  - 2.9.4 Micro Dotting as per SANS specifications
  - 2.9.5 Discounts offered
  - 2.9.6 All items which are compulsory with the procurement of the vehicle, such as compulsory maintenance or service plan.
  - 2.9.7 Delivery charges to Overstrand Municipality.
- 2.10 Prices submitted will be subject to price adjustments due to fluctuations in the interest rate.
- 2.11 Tenders must be valid for 90 days.

**3. STANDARD VEHICLE SPECIFICATIONS**

- 3.1 All vehicles offered must strictly be according to National Association of Automobile Manufacturers of South Africa (NAAMSA) classifications and must adhere to the specification of the specific category, which must be submitted with the tender.
- 3.2 The supplier guarantees that the items in terms of the bid are new and unused. The insurance of items against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery will be the responsibility of the supplier. Any damaged items as a result of manufacture or acquisition, transportation, storage and delivery must be replaced and with new and unused items. Repair to damaged items will not be accepted.

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- 3.3** The bidder must supply information on the process to avail a technically qualified individual(s) within 5 days to assist in resolving disputes related to the vehicle, the fitment of any accessories or conversion thereof during the contract period.
- 3.4** Specifications of requirements are attached as part of this bid document.
- 3.5** Bidders must take note that, should they be successful, it is compulsory to have a vehicle components and genuine parts locally available as determined by industry standards.
- 3.6** Vehicle manufactures must provide an owner's manual and service schedule as a standard to all vehicles.
- 3.7** Vehicle tools required to be supplied with the vehicle and shall consist of at least a suitable jack handle, wheel nut spanner and emergency warning signs (triangle).
- 3.8** A spare wheel must be provided.
- 3.9** All vehicles must be supplied with a front and rear backing plates for number plates.
- 3.10** All vehicles to be fitted with a Tracking System with a Driver ID tag reader, which complies with the computer system software currently used by the Overstrand Municipality.
- 3.11** The service workshop must be situated in a radius of not more than 150kms from the Municipal Workshop.
- 3.12** Corrosion protection for at least three (3) years.
- 3.13** Tenderers must specify dispatch period after placing of an order, clearly in terms of lead time and rate of dispatch.

**4. Please quote on the following items:**

Item no.	DESCRIPTION	UNIT
1.	Agricultural Tractor 4x4	EA
2.	3 Ton Diesel Flatbed Truck (Diesel Powered)	EA
3.	3 Ton Diesel Tip Truck (Diesel Powered)	EA
4.	Refuse Compactor Truck With Bin Lifter (Diesel Powered)	EA
5.	12000 Liter Vacuum Sewerage Tanker (Diesel Powered)	EA
6.	7000/8000 Liter Combination Jetting And Vacuum Truck	EA

Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
<b>1.</b>	<b>1 X AGRICULTURAL TRACTOR 4X4</b>		
1.1	Minimum Power – 72 HP		
1.2	Diesel Driven		
1.3	Tyre size to be indicated in specifications		
1.4	With half Canopy		
1.5	With 3 Point and PTO		
<b>2.</b>	<b>1X 3 TON DIESEL POWERED FLAT BED TRUCKS</b>		
2.1	Engine Type: 4/6 Cylinder , water cooled		
2.2	Minimum output of 87kW power		
2.3	Minimum torque 275 Nm		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
2.4	Power Steering		
2.5	Minimum tyre size 700x R16 (12 ply)		
2.6	Payload: 3 ton		
2.7	'5 Speed Manual gearbox		
2.8	Load-body with drop sides, removable centre pillar and tailgate.		
2.9	Fitted with tow bar (Ball and Pin Combination) 7 pin socket.		
2.10	Rear Wheel – Full Mudguards & Mud Flaps		
2.11	Colour: White		
<b>3.</b>	<b>1 X 3 TON DIESEL POWERED TIP TRUCK</b>		
3.1	Engine Type: 4/6 Cylinder, water cooled		
3.2	Minimum output of 87kW power		
3.3	Minimum torque 275 Nm		
3.4	Power Steering		
3.5	Minimum tyre size 700x R16 (12 ply)		
3.6	Minimum Payload: 3 ton		
3.7	'5 Speed Manual gearbox.		
3.8	Heavy Duty Load body with solid sides (600mm high) & Tailgate (450mm high). Extend 2 solid sides with <b>1m high removable</b> galvanized steel mesh to fit full length of load body. Fit channel iron (100mm x 50mm) to four corner posts.		
3.9	Fitted with tow bar (Ball and Pin Combination) 7 pin sockets.		
3.10	Removable (2m in length x 1.8 high) white coated galvanized canopy with fixed bulkhead window to line up with rear window and Timber slatted seats on both sides and front.		
3.11	Fitted with tow bar (Ball and Pin Combination) 7 pin socket.		
3.12	Rear Wheel – Full Mudguards & Mud Flaps		
3.13	Colour: White		
<b>4.</b>	<b>1 X DIESEL POWERED REFUSE COMPACTOR VEHICLE WITH BIN-LIFTER (15CUBIC METER)</b>		
	<b>Special Specifications</b>		
4.1	<b>Chassis Cab</b>		
4.1.1	A heavy-duty two axle, diesel powered truck with high compaction refuse compactor body is required.		

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NAME OF FIRM			



Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.1.2	The chassis must be of robust construction with a manufacturers GVM rating of at least 15000kg.		
4.2	<b>Engine</b>		
4.2.1	The vehicle must be equipped with a 6 cylinder diesel powered engine delivering a net output, of not less than 150kw and net torque of not less than 600Nm. Rated according to SABS 013-1997. The engine is required to be operated on lubricating oil to the current SABS 400A specification.		
4.2.2	The air cleaner must be of the two-stage dry type, incorporating automatic intermittent self-cleaning action.		
4.3	<b>Transmission</b>		
4.3.1	A standard heavy duty automatic transmission, geared to be capable of a gradient ability of not less than 245 under full load at maximum net torque and with a transmission efficiency of 85% is required (complete at GVM).		
4.3.2	A heavy duty, single speed Power Take-off shall be provided and shall be compatible with that of chassis transmission. The PTO shall be activated by an Electric Signal (Hot Shift).		
4.3.3	A fail save system (interlinked to the handbrake) shall be fitted to prevent the vehicle being driven with the PTO engaged.		
4.3.4	A dashboard mounted warning light to indicate to the driver when the PTO is in the engaged position.		
4.3.5	Power Take Off controls shall be conveniently mounted in the cab.		
4.3.6	The PTO must run quietly. Gearing shall be selected for minimum engine RPD compatible with recommended pump RPM for correct operating pressure and rates of flow for the refuse body.		
4.4	<b>Axle Configuration</b>		
4.4.1	The vehicle must be fitted with heavy-duty double acting shock absorbers on the front and rear axle.		
4.5	<b>Electrical System</b>		
4.5.1	Power steering. (State-turning circle).		

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CAPACITY		DATE	
NAME OF FIRM			



Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.5.2	The vehicle must be equipped with full air pressure assisted service brakes. Submit full details of the emergency parking brake.		
4.5.3	The vehicle shall be equipped with a reversing warning beeper.		
4.5.4	Clearance, back up, and directional lights shall be Lexan lens, shock mounted in a protective housing. The whole unit shall be pop out and replaceable. Not with standing, the vehicle shall be equipped with all lights in accordance with the latest compulsory vehicle standards.		
4.5.5	Two Amber LED flasher lights will be fitted on the rear of the compactor.		
4.5.6	An electric device shall be supplied to automatically raise the engine speed to the proper RDM during the packing cycle.		
4.5.7	The cab shall provide the driver with good all-round vision with comfortable seating with the usual facilities on hand.		
4.5.8	The vehicle shall be equipped with an efficient heater/demister and ventilation system.		
4.5.9	The tyres must be of South African manufacture. All tyres must be of the same ply rating and not smaller than 11R22.5-16 ply. Tyre loads, as well as tyre to rim matching, must comply with the current SABS 1550: 1992 specifications. A complete spare wheel, suitably mounted is required.		
4.5.10	Tenderer must submit a detailed mass distribution drawing, showing all leading dimensions tare, mass, axle loadings and payload capacities.		
4.6	<b>Crew Compartment</b>		
4.6.1	A waterproof crew compartment with seating for six persons, a lockable door and adequate windows/ventilation is required, fitted between the body and the cab. The compartment is to be constructed of CorTen, Zintex or other suitable rust resistant material. The floor of the crew cab shall be covered with non-slip material		
4.6.2	Grab rails as well as non-slip steps on the near side (curbside) of the vehicle is required.		
4.6.3	A hand rail is to be fitted along the roof of the crew cab for the crew to hold on for safe riding.		

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.6.4	The cab shall be fully enclosed all metal and lockable		
4.7	<b>Compactor Body</b>		
4.7.1	The compactor body must be capable of compacting refuse at a minimum ration of 3:1. The structural integrity of the body shall allow consistent high density loading of normal refuse without any distortion of stress failure over the life of the compactor.		
4.7.2	The compactor body shall have a capacity, excluding the receiving hopper, of not less than 15m <sup>3</sup> .		
4.7.3	Hopper capacity : not less than 1,75m <sup>3</sup> .		
4.7.4	The hopper floor of the compactor shall be manufactured from "Rog-last" or equivalent material.		
4.7.5	The body interior shall have a capacity, excluding the receiving hopper, of not less than 15m <sup>3</sup> .		
4.7.6	In order to prevent damage from corrosion and fire, no hydraulic cylinders, valve or other hydraulic components shall come in contact with refuse packed into the body.		
4.7.7	The packing cycle time shall be no greater than 16-20 seconds. Operator reload time shall be no greater than 9-11 seconds.		
4.7.8	The hydraulic pump shall be designed to operate continuously with peak loading at frequent, short intervals.		
4.7.9	Parking cycle control shall be mechanical, lever operated on left hand of the tailgate. A two lever design, the operator shall have the capability to start, stop and reverse the direction of any function at any time throughout the packing cycle.		
4.7.10	Controls should include a bell buzzer of a simple inter communication system between the driver and the crew at the rear.		
4.7.11	The packing mechanism shall be equipped with an "automatic crowd" pressure sensing device, which will enable the packing mechanisms to find a path through the load which will neither stall the mechanism nor damage the structure thereby prolonging the hopper floor and mechanism life.		

SIGNATURE		NAME (PRINT)	
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NAME OF FIRM			



Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.7.12	All packing mechanism links shall have replaceable hardened steel bushings for extended service life.		
4.7.13	Each hopper full of material shall be compressed between the packing blade, upper panel and ejector unload valve. No operator attention shall be required to advance the ejector panel as the body fills.		
4.7.14	The load shall be discharged by means of a positive ejection system. A double acting, telescopic hydraulic cylinder shall extend and retract the ejector panel the full length of the body. The ejector cylinder shall attach to the body and the ejector panel diagonally to minimize possible damage from offensive liquids.		
4.7.15	The ejector panel shall extend and retract without the assistance of clamp bars or associated hardware.		
4.7.16	The ejector panel and tailgate raise controls shall be mounted outside the body on the front left hand side of the body.		
4.7.17	To minimize hydraulic cylinder weight, a high-pressure hydraulic system shall be employed. The operating pressure of the system shall be 2400-2500 PSI. Low- pressure systems shall not be acceptable.		
4.7.18	The hydraulic system shall incorporate adjustable relief valves to protect all components from excessive pressure and overloads.		
4.7.19	The packer blade and slide cylinders must be of the internal cushion design so that hydraulic shock and audible noise is minimized. This shall be accomplished by a design, which will decrease the speed of the cylinder for the last 12mm of cylinder stroke on both directions of travel.		
4.7.20	The tailgate shall be raised with two (2) single acting hydraulic cylinders. The cylinders shall incorporate an integral orifice, which will limit the descent speed of the tailgate in the event of hydraulic failure.		
4.7.21	Rods of inside and outside packing cylinders must be induction hardened to a surface hardness of 55-65 Rockwell C scale. Rods of all cylinders shall be chrome plated.		
4.7.22	All cylinders must have a working pressure rating of no less than 2500 PSI.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.7.23	Tailgate shall be equipped with heavy-duty 25mm diameter turnbuckles, one on each side of body, to secure the tailgate in the closed position against the body to prevent leakage.		
4.7.24	The tailgate shall be equipped with a one piece, removable rubber seal. The seal shall extend across the entire bottom width of the tailgate, and provide for watertight seal vertically up the side for no less than 500mm.		
4.7.25	Two (2) grab handles shall be located on each side of the tailgate for operator safety and comfort.		
4.7.26	Rear steps, mounted on the sides of the tailgate shall be fabricated from 12 gauge slip resistant, self-cleaning material.		
4.7.27	An additional throttle switch shall be located at the front left hand side of the body within hands reach of the ejector and tailgate raise controls.		
4.8	<b>Bin Lifting Mechanism</b>		
4.8.1	One MacLift 450 Binlifter or Similar lifter must be fitted to lift 240l and 770l bins. Control valve and mounting bracket must be fitted. No part of the lift shall be closer than 450mm to the ground. This is to protect the mechanism against any damages.		
4.9	<b>General</b>		
4.9.1	The vehicle must be finished in white final colour.		
4.9.2	The vehicle must have a substantial bumper and towing eye in front.		
4.9.3	A lockable fuel cap and battery box/es are required.		
4.9.4	All electrical wiring connectors to be automotive double-seal, with wiring in slit convoluted loom.		
4.9.5	Essential operator's tools including a 10-ton (metric) hydraulic jack, triangles, wheel spanners and a heavy duty hand grease gun must be provided.		
4.9.6	Operators and Services parts manuals must be provided for the truck and equipment inclusive with each vehicle.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
4.9.7	The complete vehicle must be fully guaranteed for at least 12 months or 100 000km and for at least three years against all body rust or paint defects, fair wear and tear excluded.		
4.9.8	Training to be provided within 2 weeks of delivery of the vehicle.		
4.9.9	State whether any free services are included in the tendered price and where such services will be carried out.		
4.9.10	Reflective tape 80% of the length of chassis-cab and body as per Road Traffic Act.		
<b>5.</b>	<b>1 X 12 000 LITRE DIESEL POWERED VACUUM SEWERAGE TANKER</b>		
<b>5.1</b>	<b>Special Specifications</b>		
5.1.1	Mechanical engine monitoring system with automatic delayed engine shutdown, which monitors: oil pressure, water temperature, water level and engine speed.		
5.1.2	Two rear axle (6 X 4).		
5.1.3	Hydraulic power assisted steering.		
5.1.4	Reverse warning lights and hooter.		
5.1.5	Rear under-run bumper or equivalent legal device.		
5.1.6	Yellow reflective side and rear markings to SABS standards.		
5.1.7	Detailed specifications must be submitted with each tender document.8.		
5.1.8	Minimum Power output : not less than 240 Kw		
5.1.9	Minimum Torque : not less than 1300Nm		
5.1.10	Tyre size: 315/80R22.5 (16 Ply) Tubeless type		
<b>5.2</b>	<b>Cab and Chassis</b>		
5.2.1	Chassis must be adequately designed and strengthened to accommodate the load-body and all associated equipment.		
5.2.2	White colour body.		
5.2.3	The complete vehicle must be fully guaranteed for at least 12 months or 100 000km and for at least three years against body rust or paint defects, fair wear and tear excluded.		
5.2.4	Stone guards and mud flaps: all wheels.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
5.3	<b>Compulsory</b>		
5.3.1	Vehicle must comply with the regulations of the National Road Traffic Act, Act 93 of 1996, as amended.		
5.3.2	Lockable fuel tank cap with 2 keys, separate from ignition and door keys.		
5.3.3	Workshop manual (if not previously supplied).		
5.3.4	2 x warning triangles.		
5.3.5	Jack and wheel spanners.		
5.3.6	Floor mats x 3.		
5.3.7	Spare wheel suitably situated and lockable on carrier.		
5.3.8	Fire Extinguisher (DCP/CO <sub>2</sub> ) 2,5kg STP fitted in crew cab with hold-down bracket.		
5.3.9	2 x Amber LED flashing lights, visible from all four corners of the vehicle.		
5.3.10	A night working light of adequate design must be fitted to the rear of the tanker with manual controls situated next to the engine control panels.		
5.4	<b>Tank / Load-body</b>		
5.4.1	A proposal containing detailed drawings must be submitted with each tender document.		
5.4.2	Single tank with a total capacity of 12 000 litres AND of white colour.		
5.4.3	Constructed of 5mm sides and 6mm dished/domed ends of rust treated commercial quality steel (3CR12) and suitably proofed against corrosion on the inside and outside of the tank.		
5.4.4	Mounted on flexible mountings on the chassis with a minimum fall of 225mm over the length of the tank.		
5.4.5	Internal reinforcement on domed ends.		
5.4.6	Four equidistant internal baffles with removable sections to permit entry to all compartments per tank.		
5.4.7	150mm outlet quick acting valve at bottom rear. Separate 75mm inlet at bottom rear. Ball valve and male parrot coupling.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
5.4.8	Automatic interceptor, non-return valves, and other equipment must ensure efficient vacuum build-up.		
5.4.9	Access to manhole, vents and pump engine from the left hand side, by safely constructed ladders and walkways which should be rubberised on the surfaces / walkways.		
5.4.10	Sniffer valve releasing vacuum when tank is full.		
5.4.11	A contents indicator of the fluid level per tank must be installed and must be positioned so as to allow the operator to monitor levels without great effort.		
5.5	<b>Pump and Power Plant</b>		
5.5.1	Auxiliary diesel powered engine adequately designed for the Jurop PN 45D Vacuum pump or similar.		
5.5.2	Both the engine and pump must have easy access for checking oil levels, fuel fill-ups, etc. and the exhaust must be extended to the outside and / or downwards.		
5.5.3	All equipment fitted at the rear of truck must be protected from accidental damage.		
5.5.4	All movable suction piping / hosing to be of the 75mm PVC Kanaflex tubing with perrot quick couplings and delivery piping / hoses should be 150mm. A reducer of 150mm to 75mm must be supplied.		
5.5.5	All fixed delivery piping should be of galvanized steel.		
5.5.6	The pump should be adequately designed with a minimum capacity of free air flow of 5300l/min. (Submit pump vacuum pump details with tender document.)		
5.6	<b>Accessories (Loadbody)</b>		
5.6.1	A toolbox of approximately 1000 x 500 x 500mm mounted to the left-hand side of the truck to the chassis and with a lockable door (including padlock and two keys) beneath the steel tray.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
5.6.2	Two steel trays approximately 450mm width and 150mm depth, running the length of the tank (5,5 metres minimum) and of adequate design to accommodate all sundry piping / hosing; attention should be given to anti-vibration methods of affixing to the chassis and clamps / fittings to tie down all equipment.		
5.6.3	Six 75mm x 5000mm Kanaflex piping including couplings as described in 6(d), additional.		
5.6.4	One 150mm x 5000mm Kanaflex piping include female coupling for delivery.		
<b>6.</b>	<b>1 X SUPPLY AND DELIVERY OF NEW COMBINATION JETTING AND VACUUM UNIT</b>		
	<b>Specification for a 7000L/8000L combination high pressure water and vacuum drain cleaning machine built onto a double axel chassis</b>		
6.1	<b>General</b>		
6.1.1	This specification is for a combination high pressure water jetting and high air flow vacuum machine for the cleaning of drains and affiliated tasks.		
6.1.2	The unit must be built operational friendly, easy to operate and easy to repair with as many parts as possible off the shelf in South Africa.		
6.2	<b>Tank</b>		
6.2.1	The tank must be made out of 3CR12 Stainless Steel or similar.		
6.2.2	It must be a bell type tank with the inner vacuum area having a waste capacity of 7000 litre and the outer shell having a capacity of 8000 litre of fresh water.		
6.2.3	The waste tank must be 4.5mm thick with 6mm ends and the outer fresh water tank must have a wall thickness of 3mm.		
6.2.4	Baffles must be fitted in the water tanks not only to prevent water surge, but to also increase the strength of both tanks.		
6.2.5	The water tank must have a drainage / inspection sump.		
6.2.6	The tank must have a drain valve to discharge all excess water quickly and efficiently.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.2.7	The waste tank must have a strainer section with all relevant valves to separate sludge from water so that the excess water can be discharged and only the sludge and debris stays behind for disposal when the tank is full.		
6.2.8	It must also have a 150mm dump valve for total discharge of the tank mounted as low as possible. The unit must tip up to 40° to tip the debris from the waste tank, which is completely hollow to allow for complete discharge.		
6.2.9	The rear door must be hinged and must be capable of fully opening hydraulically to accommodate the following:		
6.2.10	The tank must have a hydraulic locking device for the sealing of the rear door which must be water-tight and have an easily replaceable sealing device.		
6.2.11	The vacuum tank must be able to handle full vacuum up to -0.91 Bar.		
6.2.12	The water, vacuum tanks and cyclones must have sight glasses fitted in strategic places that can be removed easily for cleaning.		
6.2.13	The water inlet must be a male Hydrant coupling attached to a 75mm ball valve and supply inlet with an in line primary pre-tank water filter.		
6.2.14	A 19mm brass tap must be fitted in a strategic place for the washing of hands.		
6.3	<b>High Pressure, Vacuum and Hydraulic Pump Power Source</b>		
6.3.1	The vacuum and high pressure and pumps must be driven from an automatic clutched PTO capable of delivering at least 20% more kilowatt than the systems attached to it is rated for at maximum continues operation.		
6.3.2	Either the water or vacuum systems must be able to be engaged and/or disengaged at full revs without interference to either system.		
6.3.3	The hydraulic system must be PTO driven and operated independently.		
6.3.4	The control devise for these systems must be mounted at the rear of the machine in a control panel.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.4	<b>High Pressure Pump</b>		
6.4.1	The high pressure water pump must be capable of about 250 litres per minute at a constant pressure of about 120 bar with an input speed of either 1200 or 1500 RPM.		
6.4.2	The pump must be fitted as per manufacturer's specifications in an easily accessible place with all relevant safety features i.e. regulator, secondary filtration, tank returns etc.		
6.5	<b>Jetting System and Hose Reel</b>		
6.5.1	Clean water from the H.P. pump must be fed to an easily accessible swivel (90 degrees) rear mounted hydraulically operated hose reel.		
6.5.2	The hose reel must be fitted with a grease lubricated rotary joint and operate hydraulically in both directions.		
6.5.3	The speed of the hose reel must be controlled via a constant torque bi-direction control valve.		
6.5.4	The hose reel must be capable of holding 180 meters of 25mm lightweight thermoplastic sewer hose and be supplied with 150m.		
6.5.5	The hose reel must have a locking device for the hose reel and the mounting mechanism for when in transit.		
6.6	<b>Vacuum System</b>		
6.6.1	A Tri-lobe High Lift Blower must have a minimum of a 150mm ports and moves about 800 litres of free air per second.		
6.6.2	It must be fitted as per manufacturer's specifications and in an easily accessible place with all adequate relevant safety features i.e. vacuum breakers, primary and secondary filtration, exhaust/silencer etc.		
6.6.3	It must be driven from the automatic clutched PTO to obtain maximum RPM and will be capable of 100% duty at -50kPA.		
6.6.4	The system must be protected as per the manufactures specification and for the specific application.		

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6.6.5	It also must have the following features:		
6.6.5.1	An easily removable, 4mm woven stainless steel wire strainer inside the tank with a volume of about 300 litres.		
6.6.5.2	A primary and a secondary cyclone with sight glass with automatic draining at the rear of the truck when the rear door is opened when dumping.		
6.6.5.3	A pneumatically operated shut off valve that:		
6.6.5.3.1	Isolates the tank from the vacuum system and opens and closes automatically when the PTO for vacuum is activated.		
6.6.5.3.2	With an electronic sensor mounted in the vacuum tank which shuts the same valve as above when the volume of the truck reaches 90%.		
6.6.5.3.3	And automatically disengages the automatically clutched PTO.		
6.6.5.4	A non-return flap on the exhaust silencer to prevent reverse turning of pump under vacuum conditions.		
6.6.5.5	Adequate Relief Valves set to -60kPa.		
6.6.5.6	Whisper Silencer Kit(reduced noise levels)		
6.6.5.7	The suction hose between the vacuum pump and tank is adjustable and self-locating when tank is lowered.		
6.7	<b>Gulley/Suction Arm</b>		
6.7.1	A top mounted 240 degrees rotation 150mm diameter gulley arm must be fitted.		
6.7.2	It must be attached to the vacuum tank via a 200mm diameter grease lubricated ball bearing swivel joint.		
6.7.3	The controls of the arm must be mounted below the control panel at the rear of truck.		
6.7.4	The hydraulic control valve must be variable speed to allow for full power fine setting for the lifting or lowering of the suction hose.		
6.8	<b>Hosing</b>		
6.8.1	The unit must be supplied with a 6" to 4" reducer, 2 x 4m, 2 x 3m, and 2 x 2m of 100mm rubber suction hoses fitted with male / female perrot and a 1m castled steel suction pipe with a female perrot.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.9	<b>Control Panel</b>		
6.9.1	All controls for the operation and of the workings of the machine must be fitted to an illuminated, lockable, water resistant control panel that is attached and moves with the hose reel.		
6.9.2	The intention is for all controls in the control panel to be electrical switches that will activate the necessary function and servos either pneumatic or hydraulic and all actions will be fully adjustable and at variable speeds for the operation of the machine.		
6.9.3	All servos and valves must be mounted in a safe and easily accessible place for ease of maintenance. All electrical devices are splash resistant.		
6.9.4	The unit must also have the following minimum fitted:		
6.9.4.1	Emergency stop		
6.9.4.2	Water pressure gauge		
6.9.4.3	Vacuum gauge		
6.9.4.4	Hydraulic pressure gauge		
6.9.4.5	Engage/disengage water pump		
6.9.4.6	Engage/disengage vacuum pump		
6.9.4.7	Boom up and down		
6.9.4.8	Water to reel on/off		
6.9.4.9	Rotary warning switch		
6.9.4.10	A water tight Hella plug for a remote spot light		
6.9.4.11	Throttle control to main engine		
6.9.4.12	Low level water Claxton that sounds when the water reaches about 1000 litres with a relay to switch off after 30 seconds and automatically resets itself when tank is refilled		
6.9.4.13	A low level cut out devise that disengages the HP pump when the water in the tank reaches about 100 litres and automatically resets itself		
6.9.5	All functions must be clearly marked.		
6.10	<b>Discharge</b>		
6.10.1	Debris tank discharge will be via the rear hydraulically opened door and the tank will be lifted with hydraulic rams to a minimum discharge angle of 40 degrees.		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.10.2	This operation will be via hydraulic control servos mounted in a practical position.		
6.11	<b>Stairway</b>		
6.11.1	A stairway must be situated at the rear passenger side of tank which leads to the top of the tank.		
6.12	<b>Sub Frame</b>		
6.12.1	The unit must also have the following features mounted in, at or on appropriate places:		
6.12.2	Open hose trays on the passenger side tank about 500mm wide x 200mm deep and the full length of the tank.		
6.12.3	Small toolbox for nozzles etc. at rear of machine		
6.12.4	The same size hose tray on the driver side of the truck with separate lockable lids and compartments for smaller tools in the following configuration:		
6.12.5	2 x Large toolbox for spades, picks, water metre etc. and the other one for the sewer rods		
6.12.6	Medium toolbox for rain suits etc.		
6.12.7	One good quality 150mm working vice mounted at rear		
6.13	<b>Road Ordinance</b>		
6.13.1	The unit must be built to ENatis and road ordinance specification and fully registered in terms with this regulation.		
6.13.2	At tendering proof of being a register truck body builder must be submitted.		
6.13.3	Two rotating, amber lights must be fitted, one on either side of the tank.		
6.14	<b>Nozzles</b>		
6.14.1	The unit must be supplied with the following machine matched imported Ceramic Insert Nozzles (2 of each):		
6.14.2	Retro Jet - General purpose		
6.14.3	Grenade Bomb - Removal of sand and heavy debris		
6.14.4	Pointed - Breaking of blockages		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.15	<b>Paintwork and Finish</b>		
6.15.1	Prior to painting the unit must be stripped down and sandblasted to SA 2.5 (marine spec).		
6.15.2	It must then be primed with an acid-etch primer followed by two layers of twin-pack overcoat of a colour of the client's choice.		
6.16	<b>Delivery and Commissioning</b>		
6.16.1	Delivery, commissioning and training must be done at the Hermanus depot. The training course must be comprehensive and include theory as well as practical training for the correct operation and daily maintenance of the machine and certificates must be supplied. Operational, working and safe working procedure manuals must be supplied with the unit.		
6.17	<b>Bridging Insurance</b>		
6.17.1	All risk for the unit will rest with the supplier until final commissioning and delivery.		
6.18	<b>Guarantee</b>		
6.18.1	The unit excluding the paint work must be guaranteed for a period of at least 12 months, fair wear and tear excluded. All major components carry the supplier's warranty.		
6.19	<b>Vehicle Minimum Specification</b>		
6.19.1	<b>Model Description:</b> 6X4 Dump Truck		
6.19.2	<b>MASS:</b> Permissible body + payload kg 17 680		
6.19.3	<b>Tare</b> - total (T) * kg - 8320		
6.19.4	<b>GVM</b> kg - 30000		
6.19.5	<b>V</b> kg - 25700		
6.19.6	<b>GCM</b> kg - 36000		
6.19.7	<b>D/T</b> kg - 36000		
6.19.8	<b>Axle - front</b> GA/GAU kg 8200		
6.19.9	<b>Axle - front</b> A/AU kg - 7700		
6.19.10	<b>Axle - rear</b> GA/GAU kg - 22000		
6.19.11	<b>Axle - rear</b> A/AU kg - 18000		
6.19.12	* Tools included in tare Yes		
6.19.13	* Spare wheel included in tare Yes		

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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.19.14	<b>Performance</b>		
6.19.14.1	Gradeability at V % 49.80%		
6.19.14.2	Gradeability at D/T % 34.59%		
6.19.14.3	Max. geared road speed km/h 111.40		
6.19.15	<b>Major Dimensions</b>		
6.19.15.1	Overall length mm - 7 680		
6.19.15.2	Overall width mm - 2 490		
6.19.15.3	Wheelbase mm - 4 350		
6.19.15.4	CA - cab to bogie/rear axle mm 3 570		
6.19.15.5	Turning radius (curb to curb) mm 8 000		
6.19.16	<b>ENGINE</b>		
6.19.16.1	Capacity cm <sup>3</sup> 12 777		
6.19.16.2	Layout In line six cylinder - In line six cylinder		
6.19.16.3	Type Turbo		
6.19.16.4	Power at r/min (Kw)270 @ 1800		
6.19.16.5	Torque at r/min (Nm)1 754 @ 950~1 450		
6.19.16.6	Emissions standard Euro III		
6.19.17	<b>Clutch</b>		
6.19.17.1	Model Organic Organic		
6.19.17.2	Type - Dry Single Plate		
6.19.17.3	Diameter (mm) 430mm		
6.19.17.4	Operated Hydraulically Operated		
6.19.18	<b>Transmission</b>		
6.19.18.1	Type Synchro mesh		
6.19.18.2	Shift Manual		
6.19.18.3	No. of gears forward 6		
6.19.18.4	First gear ratio 6.710		
6.19.18.5	Top gear ratio 0.633		
6.19.19	<b>Drive Axle</b>		
6.19.19.1	Reduction type Single Reduction Hypiod		
6.19.20	<b>Suspension</b>		
6.19.20.1	Front - Front Semi Elliptic Multi Leaf		
6.19.20.2	Rear Trunion Semi Elliptic Multi Leaf		
6.19.20.3	Shock absorbers Front Rebound /compression		
6.19.20.4	Stabilisers Front only		

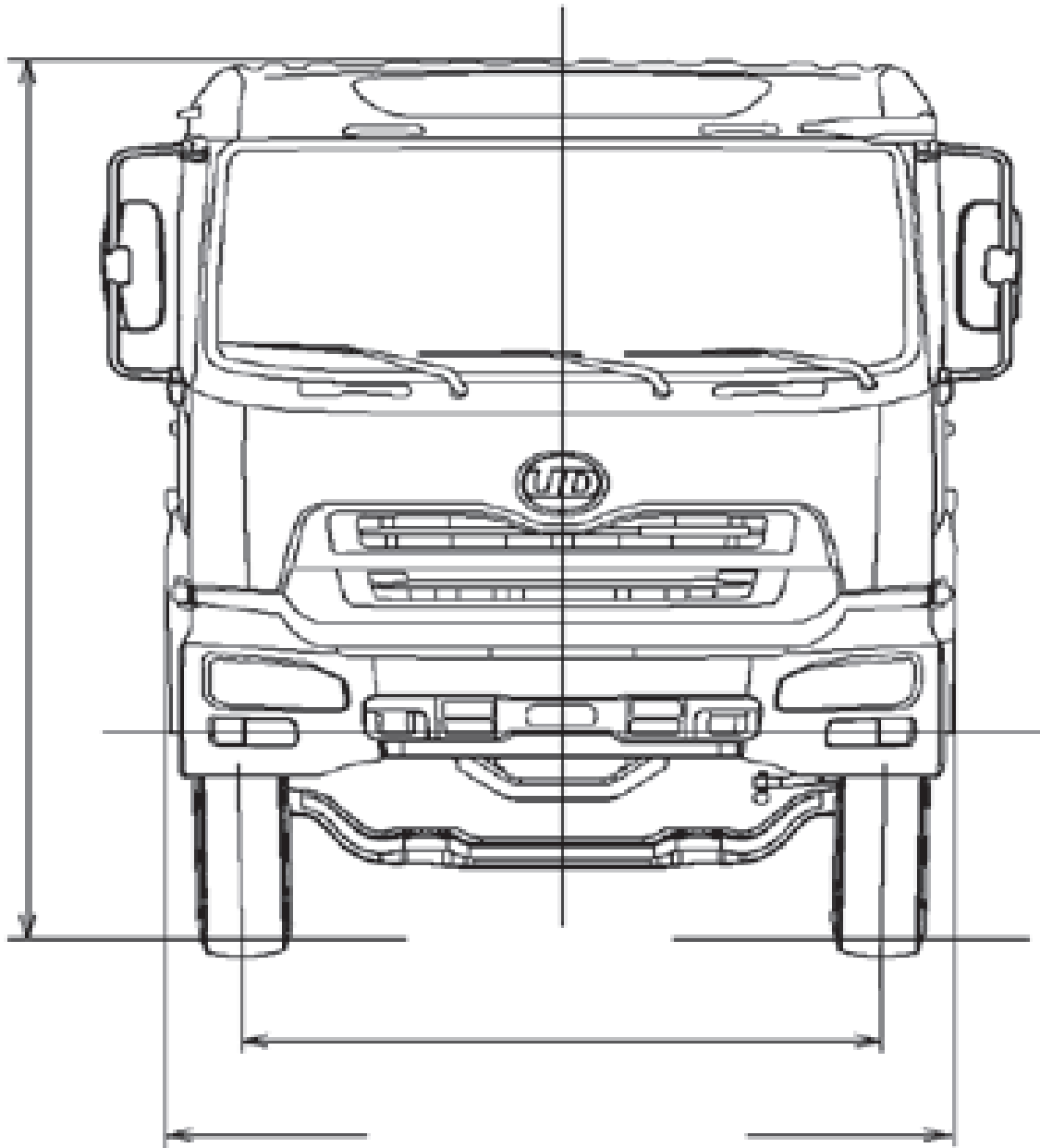
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Item no.	Item Particulars Minimum Specifications	Comply Yes/No	Offered Specifications
6.19.21	<b>Steering</b>		
6.19.21.1	Operation Power		
6.19.21.2	<b>BRAKES</b>		
6.19.21.3	System type - Full Air		
6.19.21.4	Front Drum brake (wedge type)		
6.19.21.5	Rear Drum brake (wedge type)		
6.19.21.6	Electronic brake system ABS only		
6.19.21.7	Park/emergency system Wheel Park		
6.19.21.8	Exhaust brake Yes		
6.19.21.9	Engine brake EEB		
6.19.21.10	Retarder None		
6.19.22	<b>Electrical &amp; Fuel</b>		
6.19.22.1	Fuel tank 1 capacity ltrs - 300		
6.19.23	<b>Tyres</b>		
6.19.23.1	Size and ply rating - front 315/80R22.4		
6.19.23.2	Size and ply rating - rear 315/80R22.4		
6.19.24	<b>Cab</b>		
6.19.24.1	Type Sleeper		
6.19.24.2	Roof : Standard		
6.19.24.3	No. of seats - 3		

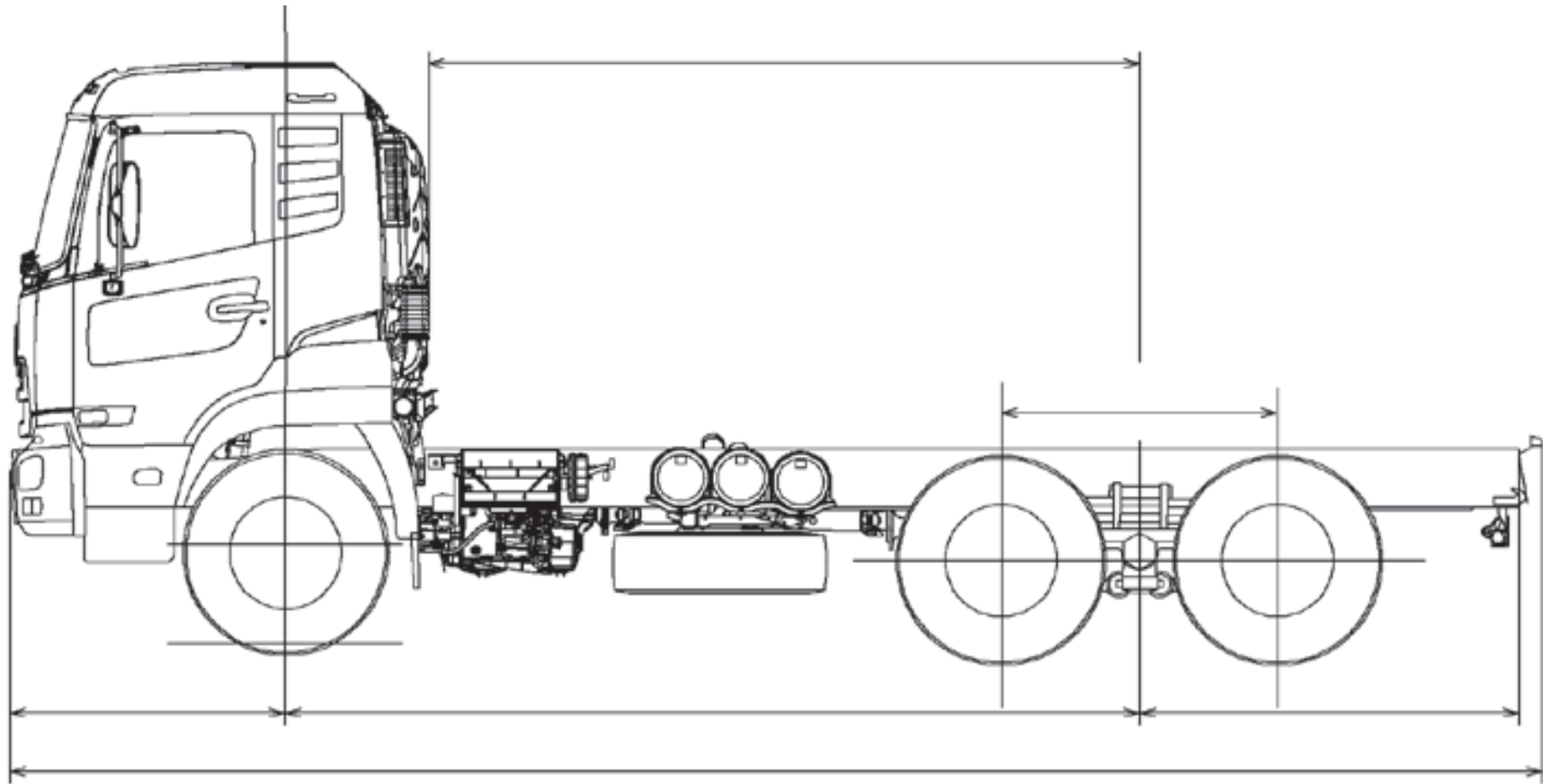
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**14. PRICING SCHEDULE**

- 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 SCHEDULES FOLLOW ON PAGES 61 AND 62**

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



1. PRICING SCHEDULE : FIXED INTEREST RATE									
Item #	Vehicle Description	Make	Model	Delivery Lead Time (in weeks)	Cost Price (Excl. VAT and incl. items listed in par 2.9 above)	Finance Cost (Excl. VAT)	Total Cost (Excl. VAT)	Instalments Per Month	
								48 months (Excl. VAT)	60 months (Excl. VAT)
1	Agricultural tractor 4x4								
2	3 ton flatbed truck (diesel powered)								
3	3 ton tip truck (diesel powered)								
4	15m3 refuse compactor (diesel powered)								
5	12000 litre vacuum sewerage tanker (diesel powered)								
6	7000L/8000L combination high pressure water jetting and high air flow vacuum truck								
<b>TOTALS</b>									

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			

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MUNICIPALITY

2. PRICING SCHEDULE : FLOATING INTEREST RATE BASED ON THE PRIME LENDING RATE									
Item #	Vehicle Description	Make	Model	Delivery Lead Time (in weeks)	Cost Price (Excl. VAT and incl. items listed in par 2.9 above)	Finance Cost (Excl. VAT)	Total Cost (Excl. VAT)	Instalments Per Month	
								48 months (Excl. VAT)	60 months (Excl. VAT)
1	Agricultural tractor 4x4								
2	3 ton flatbed truck (diesel powered)								
3	3 ton tip truck (diesel powered)								
4	15m3 refuse compactor (diesel powered)								
5	12000 litre vacuum sewerage tanker (diesel powered)								
6	7000L/8000L combination high pressure water jetting and high air flow vacuum truck								
<b>TOTALS</b>									

SIGNATURE		NAME (PRINT)	
CAPACITY		DATE	
NAME OF FIRM			



**15. 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)**

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 **SC1524/2014: SUPPLY AND DELIVERY OF FLEET VEHICLES ON HIRE PURCHASE**, as per pricing schedules above. 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.

1. 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.
2. 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.
3. 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.
4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
5. I confirm that I am duly authorised to sign this contract.

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



**CONTRACT FORM - PURCHASE OF GOODS/WORKS**

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

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

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

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

<b>16. DECLARATION BY TENDERER</b>
------------------------------------

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

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

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

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

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

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

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



## PART C – DATABASE REGISTRATION

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

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



**FOR OFFICE USE ONLY**

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





## PREFERENTIAL PROCUREMENT REGULATIONS 2011

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

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

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

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

### 2. BID DECLARATION

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

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

***(Points claimed in respect of paragraph 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).***

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

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

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

## DECLARATION BY SUPPLIER

<b>1.</b>	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*.			
<b>2.(a)</b>	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.			
<b>2.(b)</b>	The request for registration on the Municipality's database may be rejected if the supplier, or any of its directors/members/partners have: <ol style="list-style-type: none"> <li>1. abused the municipality's supply chain management system or committed any improper conduct in relation to such system;</li> <li>2. been convicted for fraud or corruption during the past five years;</li> <li>3. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years;</li> <li>4. being a person whose tax matters are not cleared by the South African Revenue Services; or</li> <li>5. 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).</li> </ol>			
<b>3.</b>	In order to give effect to the above, the following questionnaire must be completed and signed before a Commissioner of Oaths.			
<b>3.1</b>	Print full Name:			
<b>3.2</b>	Company/CC Registration or ID Number:			
<b>3.3</b>	Are you presently <i>in the service of the state</i> ? *	YES	NO	
<b>3.3.1</b>	<b>If so, furnish particulars.</b>			
<b>3.4</b>	Have you been <i>in the service of the state</i> for the past twelve months?	YES	NO	
<b>3.4.1</b>	<b>If so, furnish particulars.</b>			
<b>3.5</b>	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	
<b>3.5.1</b>	<b>If so, furnish particulars.</b>			
<b>3.6</b>	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	
<b>3.6.1</b>	<b>If so, furnish particulars.</b>			
<b>3.7</b>	Are any of your company's directors, managers, principle shareholders or stakeholders <i>in the service of the state</i> ?	YES	NO	
<b>3.7.1</b>	<b>If so, furnish particulars.</b>			
<b>3.8</b>	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	
<b>3.8.1</b>	<b>If so, furnish particulars.</b>			
<b>3.9</b>	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	
<b>3.9.1</b>	<b>If so, furnish particulars.</b>			

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

**CERTIFICATION**

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

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

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

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

**COMMISSIONER OF OATHS**

Signed and sworn to before me at \_\_\_\_\_, on this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_,

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.

**COMMISSIONER OF OATHS:-**

Position: \_\_\_\_\_

Address: \_\_\_\_\_

Tel: \_\_\_\_\_

**Apply official stamp of authority on this page:**

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

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

**NATURE OF OPERATIONS, PRODUCTS OR SERVICES**

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

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



## DOCUMENTS REQUIRED

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

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