

**MUNISIPALITEIT
VAN
PRINS ALBERT**



**MUNICIPALITY
OF
PRINCE ALBERT**

Rig alle korrespondensie aan:
DIE MUNISIPALE BESTUURDER
Privaatsak X53, Prins Albert, 6930

E-Pos / E-Mail: scm@pamun.gov.za

Address all correspondence to:
THE MUNICIPAL MANAGER
Private Bag X53, Prince Albert, 6930

Tel: 023-541 1036, Fax: 023-541 1035

TENDER DOCUMENT

TENDER NUMBER		192/2020	
TENDER DESCRIPTION:		THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDBY DIESEL DRIVEN GENERATORS AT THE DIFFERENT WATER AND WASTE WATER FACILITIES IN THE PRINCE ALBERT MUNICIPAL AREA.	
CLOSING TIME:	13H30	CLOSING DATE:	16 OCTOBER 2020
Tender Box at: ADMINISTRATION BUILDING PRINCE ALBERT MUNICIPALITY PRINCE ALBERT		NB: 1. All bids must be submitted on the official forms – (not to be re-typed) 2. Bids must be completed in black ink in writing. 3. No bids will be considered from persons in service of the State.	
Name of Bidder:			
Tendered Amount:			
Delivery Time:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
CSD Supplier number			
CSD Unique reference number			

B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES

Signature of Prince Albert Municipality Officials at Tender Opening

1. _____

2. _____



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CHECKLIST

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


Authority to Sign a Bid – is the form duly completed and is a certified copy of the resolution attached?	YES	NO	
MBD 2 (Tax Clearance Certificate) – is an ORIGINAL and VALID Clearance Certificate attached?	YES	NO	
Pre-Qualification Criteria – Is the form duly completed and signed?	YES	NO	
Specifications – Is the form duly completed and signed?	YES	NO	
MBD 3.1 (Pricing schedule) – Is the form duly completed and signed?	YES	NO	
MBD 5 (Declaration for Procurement above R 10 million) – Is the form duly completed and signed?	YES	NO	
MBD 6.1 (Preference Points claim for purchases/services) – Is the form duly completed and signed? Is a CERTIFIED copy of the B-BBEE Certificate or the original B-BBEE Certificate or Affidavit attached?	YES	NO	
MBD 6.2 (Declaration for Local Production and Content) – Is the form duly completed and signed? Are the relevant annexures (C, D & E) completed and submitted with this bid?	YES	NO	
MBD 7.1 (Contract form – Purchase of Goods / Works) – Is the form duly completed and signed?	YES	NO	
MBD 7.2 (Contract form – Rendering of services) – Is the form duly completed and signed?	YES	NO	
MBD 7.3 (Contract form – Sale of Goods / Works) – Is the form duly completed and signed?	YES	NO	
MBD 8 (Declaration of Past Supply Chain Practices) – Is the form duly completed and signed?	YES	NO	
MBD 9 (Certificate of Independent Bid Determination) – Is the form duly completed and signed?	YES	NO	
MBD 15 (Certificate of Payment of Municipal Accounts) – Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested?	YES	NO	



**PRINCE ALBERT MUNICIPALITY
TENDER NOTICE AND INVITATION TO BID
DETAILS OF TENDERER**

NAME OF BIDDER:							
TRADING AS: (if different from above):							
STREET ADDRESS:							
		City / Town		Code			
POSTAL ADDRESS:							
		City / Town		Code			
CONTACT PERSON:							
ENTERPRISE REGISTRATION NUMBER				CIDB CRS NUMBER:			
TCS PIN:				FACSIMILE NUMBER:			
EMAIL ADDRESS:							
TELEPHONE NUMBER:				CELLPHONE NUMBER:			
HAS TAX COMPLIANCE STATUS PIN BEEN ATTACHED?						YES	NO
HAS AN ORIGINAL OR CERTIFIED COPY OF A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED (MBD 6.1)?						YES	NO
HAS THE DELCARATION BEEN COMPLETED AND CURRENT, ORIGINAL OR CERTIFIED MUNICIPAL ACCOUNTS BEEN ATTACHED?						YES	NO
DECLARATION							
I am duly authorised to represent the tenderer for the purpose of this tender and hereby tender to supply all or any of the goods and/or render all or any of the services described in the attached document to the Prince Albert Municipality on the terms and conditions stipulated in this tender document and in accordance with the specification stipulated in the tender document.							
NAME (PRINT):				SIGNATURE:			
CAPACITY:				DATE:			



	PRINCE ALBERT MUNICIPALITY		
	TENDER NOTICE AND INVITATION TO BID		
NOTICE NR:	192	DEPARTMENT:	TECHNICAL SERVICES
ADVERTISED IN:	MUNICIPAL WEBSITE, DIE BURGER, NOTICE BOARDS		
BID NUMBER:	192/2020		
BIDS ARE HEREBY INVITED FOR: (Tender Description):	THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDBY DIESEL DRIVEN GENERATORS AT THE DIFFERENT WATER AND WASTE WATER FACILITIES IN THE PRINCE ALBERT MUNICIPAL AREA.		
CLOSING DATE & TIME:	16 OCTOBER 2020 @ 13H30		
<p>Bids will be opened immediately thereafter, in public, at the Prince Albert Municipality Council Chambers: (Administration Building, 33 Church Street, Prince Albert, 6930)</p> <p style="text-align: center;">AVAILABILITY OF BID DOCUMENTS:</p> <p>Tender Documents will be available at no charge from the Prince Albert Municipality at the Technical Department (Website navigation is as follow: Procurement – Tenders/Quotations available).</p>			
<p>Alternatively, print Copies of the Tender Documents will be available as from 07h30 and thereafter on weekday from 07h30 until 15h30, at Prince Albert Municipality: Supply Chain Management Unit, Finance Building, 23 Church Street, Prince, Albert, at a non-refundable fee, payable to a cashier at Prince Albert Municipality, 23 Church Street, Prince Albert, 6930.</p>	<p>The fee may also be transferred via EFT (Prince Albert Municipality, Current Account – 2640560064, Absa, Prince Albert, Branch Code - 632005). Proof of payment will be required upon collection of the tender documents. Bid Number to be used as payment reference with name of payee. Tender Document reference number: Tender 192/2020.</p>		
Date available:	05 OCTOBER 2020	Non-refundable Documentation fee:	R 400,00 (INCL. VAT)
<p>Bids are to be completed in accordance with the conditions and bid rules contained in the bid document and supporting documents must be placed in a sealed envelope and externally endorsed WITH THE BID NUMBER, DESCRIPTION AND CLOSING DATE OF THE BID, and be deposited in the Tender Box, at the Administration Building of the Prince Albert Municipality, 33 Church Street, Prince Albert. 6930.</p> <p>Bids may only be submitted on the bid documentation that is issued.</p> <p>This bid is subject to Local production and content. Minimum Stipulated Local Content Designation for Electrical and Telecom Cables is 90%.</p> <p>The evaluation of this bid will be subjected to functionality scoring. Tenderers must achieve a minimum functionality score of 55 out of 80 points for functionality in order to be evaluated further. The functionality criteria and weighting are set out in the tender document.</p> <p>Bids will be evaluated according to the 80/20 points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000 and the Preferential Procurement Regulations 2017</p> <p>The Municipality reserves the right to withdraw any invitation to bid and/or re-advertise or to reject any bid or to accept a part of it. The Municipality does not bind itself to accept the lowest bid or to award a contract to the Bidder scoring the highest number of points.</p>			



Tenderers who are not yet registered are required to register on the Municipality's Accredited Supplier Database as well as the Central Supplier Database (CSD). Application forms are obtainable from the official website – www.pamun.gov.za and registration at the CSD at <https://secure.csd.gov.za> .

Tenders shall be evaluated in terms of the Prince Albert Municipality Supply Chain Management Policy incorporating the Preferential Procurement Regulations.	Bidders may claim preference points in terms of their B-BBEE status level of contribution.
Applicable Preferential Procurement Points System	80/20
Local Content Requirement	APPLICABLE Minimum Stipulated Local Content Designation for Electrical and Telecom Cables is 90%.
CIDB Registration Required	Not applicable
Validity Period	90 Days Notwithstanding the period for validity of bids as set be deemed to remain valid until formal acceptance by the Prince Albert Municipality of an offer at any time after the expiry of the original validity period, unless the Prince Albert Municipality is notified in writing of anything to the contrary (including any further conditions) by the bidder.
Site Meeting / Information Session	Non-compulsory Clarification Meeting DATE: Monday 05 October 2020 TIME: 11h00 VENUE: Sydwell Williams Centre Corner of Voor Street & Buitekant Street
ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO	ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO
Mr. Ashley America Manager: Infrastructure Services Technical Department Office: 023 541 1036 Cell: 079 869 1342 Email: ashley@pamun.gov.za	Christa Baadjies / David-Leigh Willemse Supply Chain Management Office: 023 541 1036 Email: scm@pamun.gov.za WRITTEN ENQUIRIES ONLY.

Authorized by:
ANNELEEN VORSTER
Municipal Manager
01 OCTOBER 2020

PRINCE ALBERT MUNICIPALITY TAX CLEARANCE CERTIFICATE REQUIREMENTS	
It is a condition of tender that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations, before an award may be considered.	
1.	In order to meet this requirement bidders are required to complete in full the form TCC 001 " <i>Application for a Tax Clearance Certificate</i> " 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.	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 .
3.	SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
4.	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 acceptable.
5.	In bids where Consortia / Joint ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
6.	Applications for 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 .



PRINCE ALBERT MUNICIPALITY



TENDER 192/2020

THE SUPPLY, DELIVERY, INSTALLATION, TESTING AND COMMISSIONING OF STANDBY DIESEL DRIVEN GENERATORS AT THE DIFFERENT WATER AND WASTE WATER FACILITIES IN THE PRINCE ALBERT MUNICIPAL AREA.

Tender Specifications:

C 3.6 PROJECT DESCRIPTION

C 3.6.1.1 GENERAL

The project involves the supply, delivery, installation, testing, commissioning of the diesel driven standby generators at the different water and waste water facilities for Klaarstroom and Prince Albert town in the Prince Albert Municipal area.

The contractor has to make all arrangements with the Municipality at least seven (7) days prior to any planned shutdowns, for notification to consumers.

All Standby Diesel Generator Units to come complete with the following:

- Diesel Generator Set
- 3 Phase Units
- Mechanical Governor
- Fuel Tank
- Exhaust System
- Outdoor Weather Protective and Sound Attenuating Enclosure
- Automatic Transfer Switch (ATS)

The units shall be supplied as a complete pre-integrated and pre-assembled unit.

One of the units as indicated by the CLIENT shall be converted to a moveable unit and retrofitted onto a trailer.



C 3.6.1.2 SCOPE OF WORKS

The work to be carried out under this contract in summary entails the following:

- i. Supply, testing, delivery, installation and commissioning of a 30 kVa Standby Diesel Generator to Prince Albert.
- ii. Supply, testing, delivery, installation and commissioning of a 30 kVa Standby Diesel Generator to Klaarstroom.
- iii. Supply, testing, delivery, installation, commissioning and retrofitting to a mobile trailer unit a 50 kVa Standby Diesel Generator to Prince Albert.
- iv. Quarterly maintenance during the guarantee period of 12 months.

The scope of works above must be viewed as merely an outline scope and shall not limit or bound the works to be performed under the contracts.

C 3.6.2 DELIVERY AND ERECTING

The transportation to site, off-loading, erecting and testing of the complete Standby Generators forms part of this contract.

C 3.6.3 ENGINE REQUIREMENTS

The engine shall be rated for continuous operation with a variable load of which the average engine load factor is 80% of 30kVA and 50kVA with an allowable 10 % overload for 1 hour in every 12 hours of operation (i.e. Prime Power Rated). Engine speed to be 1500rpm.

Only well-established engine manufacturers that have permanent representation in South Africa, backed up with an extensive spare part holding and service capability will be considered. Only approved makes to be tendered namely: Perkins, Cummins, CAT, Volvo, Scania, Kohler or John Deere or equally approved.

NB: All engines are to be EUIII A Emissions compliant.

C 3.6.4 ALTERNATOR REQUIREMENTS

The alternator shall be close coupled to the engine. It shall be rated at **30kVA @ 0.8pf**, 50Hz, 400/230 volts, 50kVA @ 0.8pf, 50Hz.

Only well-established alternator manufacturers that have permanent representation in South Africa, backed up with an extensive spare parts holding and service capability will be considered. Only approved makes to be tendered namely: Stamford, Morelli Motori, Engga, Leroy Somer, Marathon, Meccalte or equally approved.

C 3.6.5 COOLING SYSTEM

The cooling system shall be thermostatically controlled entirely self-contained and shall consist of a radiator, fan and circulating pump.



Radiators shall be heavy-duty air-blast tropical type pressurized radiators adequately sized for continuous full load operation of the set and shall be fitted with a water level sensor equal or similarly approved to AC-DC Dynamics, External LS-103-4 Reed Switch ½”NPT N.C or Murphy Switch. Should the top tank of the radiator not have enough space for the probe to operate successfully, a Murphy 1-150 float gauge type or equally approved shall be fitted with a water level sensor.

The capacity of the fan shall be sufficient to provide the required engine cooling and plant-room ventilation.

The manufacturer shall indicate the method of driving the fan, i.e. whether it is by mechanical coupling to the engine or by means of an electric motor.

A 220 V ac electric heater or heaters with an adjustable thermostat shall be fitted to the engine to sustain the cooling system at an appropriate temperature for cold-starting. Jacket-heating is to be used with an indicator light when not functioning. Ball valves shall be fitted to the flow and return pipes of the heater. The heater connection shall be brought out to a separate terminal strip. The source of supply will be indicated in the requirement accompanying this standard. Specific engines have built in heater on the block and will be authoritative.

The manufacturer shall make provision for the coupling of the water connection and cabling to the cooling tower plus the following alarms shall be provided:

- i. Water flow - after pump
- ii. Air flow - fan failure

C 3.6.6 STARTING

The engine shall be equipped with an electric starting motor that is readily available in the Republic.

The starting period of the generating set from either automatic or manual switching until the taking over of the generating set of 100% load of its rated output shall not exceed 20s.

C 3.6.7 LUBRICATION

The engine shall have a forced-feed lubrication system adequately rated to supply circulating lubrication oil to all bearings, gear trains and important moving parts when called for.

A lubricating oil-filter of adequate capacity for at least 250 h of continuous use shall be fitted.

The oil shall be of the Total, Rubia TIR 7400, 15W-40 type or equally approved.

A label indicating the grade of oil and frequency of oil changes shall be affixed to the engine.

An automatic lubricating-oil level control system shall not be supplied unless called for in the enquiry documents.



A recognised automatic turbo-lubrication system to be incorporated for turbo-charged engines. A ball valve with a flexible hose shall be fitted to the bottom of the sump.

C 3.6.8 TESTING AND COMMISSIONING

The genset shall be load tested at the suppliers premises in the presence of the Engineer. Should this testing be undertaken outside of the Western Cape Province, the tenderer shall allow for the price of a return air ticket and one day car hire for this inspection. On site testing and commissioning shall also take place in the presence of the Engineer.

On completion and handover, three (3) sets of Operating and Maintenance Manuals shall be handed over to the Engineer as well as "As Built Drawings" if so required.

As part of the O&M documentation, a valid Certificate of Compliance (COC) is to be included. As part of the "functionality criteria" the details are to be provided.

C 3.7 STANDARDS

All products and methods used in the Standby Generator system shall comply with the relevant South African Standard and carry the SABS mark, where such a standard exists.

The following standards shall, inter alia, apply to this contract:

SANS 2:	Lead-acid starter batteries
SANS 10131:	Above-ground storage tanks for petroleum products The wiring of premises
SANS 10142-1:	Part I : Low voltage installations
SANS 8528:	Reciprocating internal combustion engine driven alternating current generating sets

This code is subdivided into the following parts:

Part 1:	Application, ratings and performance
Part 2:	Engines
Part 3:	Alternating current generators for generating sets
Part 4:	Control gear and switchgear
Part 5:	Generating Sets



- Part 6: Test Method
- Part 7: Technical declarations for specification and design
- Part 8: Requirements and tests for low-power generating sets
- Part 9: Measurement and evaluation of mechanical vibrations
- Part 10: Measurement of airborne noise by the enveloping surface method
- Part 11: Rotary uninterruptible power supply systems - Performance requirements and test methods
- Part 12: Emergency power supplies to safety services

C 3.8 GUARANTEE & MAINTENANCE

1. **Guarantee:** The Contractor shall guarantee the Contract Works for a period of twelve months after notification of taking over. During this period any defective material, equipment or workmanship (excepting only proven, willful or accidental damage, or fair wear and tear), shall be made good with all possible speed at the Contractor's expense and to the satisfaction of the Engineer.
2. **Making Good:** When called on by the Engineer the Contractor shall make good on site and bear all expenses incidental thereto including making good of work by others, arising out of removal or re-installation of equipment. The Contractor may delegate such making good to an approved party. All work arising from the implementation of the guarantee or maintenance of equipment shall be carried out at times which will not result in any undue inconvenience to users of the equipment or occupants of premises.
3. If any defects are not remedied within a reasonable time the Employer may proceed to do the work at the Contractor's risk and expense, but without prejudice to any other rights which the Employer may have against the Contractor.
4. **Latent Defects and Failure to Comply with Specification:** The Engineer reserves the right to demand the replacement or making good by the Contractor at the Contractor's expense of any part of the Contract Works which is shown to have any latent defects or not to have complied with the Specification, notwithstanding that such work has been taken over or that the guarantee period has expired.
5. **Qualification by Tenderer:** Should any specified materials or equipment in the Tenderer's opinion be for inferior quality or unsuitably employed, rated or loaded, the Tenderer shall, at the time of tendering



draw the attention of the Engineer to these conditions and duly qualify his tender. His failure to do so shall mean that he guarantees the work including all materials or equipment as specified.

6. **Maintenance:** At quarterly intervals during the guarantee period of twelve(12) months, the Contractor shall adjust and maintain the standby plant and its ancillary equipment in proper working order. As a minimum requirement, the Contractor shall:
- a) Check and top-up if necessary, the fluid levels in the radiator, engine sump and batteries.
 - b) Test run the standby plant and ancillary equipment for a period of 15 minutes.
 - c) Wipe down the standby plant and its ancillary equipment and report on any evidence of any fluid leaks or other defects.
 - d) Fill in the standby plant logbook.

- 6.1 **Extended Maintenance:** Servicing and routine maintenance of standby generators on an annual basis for a period of 24 months commencing after expiration of 12-month guarantee period.

The cost of such inspections, maintenance, adjustments, repairs, etc. shall be included in the Price Summary but the cost of renewing any part which may have become worn through fair wear and tear, or damaged beyond the control of the Contractor (provided this is not due to unsuitable design) shall be excluded.

If during the guarantee and maintenance period the standby plant is not in working order for any reason for which the Contractor can be held responsible, then the Contractor will be notified and immediate steps shall be taken by him to remedy the defects. Should the standby plant defects be so frequent as to become objectionable or should the equipment otherwise prove unsatisfactory during the guarantee period of twelve months, the Contractor shall, if called upon by the Engineer, at his own expense replace the whole or such parts thereof as the Engineer may deem necessary with equipment to be specified by the Engineer. Approval - tacit or otherwise - of the equipment installed shall be considered as provisional only and shall not invalidate the Engineer's rights as indicated above.

C 3.9 CONTRACTOR TO INFORM AND SATISFY HIMSELF FULLY AS TO ALL CONDITIONS AFFECTING THE CONTRACT PRICE

The Contractor shall be deemed to have satisfied himself as to all the conditions and circumstances affecting the Contract Price, as to the possibility of executing the Contract works as shown and described in the contract and as to the general circumstances of the site of the Contract Works; and to confirm his price, according to his own view of these, as no additional allowances except as otherwise herein expressly provided for, will afterwards be made beyond the Contract Price.

C 3.9 NOTICES

All instructions, directions and notices from the Employer to the Contractor, and all notices from the Contractor to the Employer for the purposes of the Contract shall be conveyed in writing, and shall be deemed to have



been duly served at the time when the letter containing the same would be delivered in the ordinary course of the post and in proving such service it shall be sufficient to prove that the letter was properly addressed and posted.

C 3.10 DRAWINGS, SAMPLES AND PATTERNS

3.10.1 The Contractor shall submit to the Engineer for approval general and detailed dimensioned drawings, together with such samples or patterns as DULY be required, of the plant and things specified in the specification and of all plant and things to be supplied to complete the contract works to the satisfaction of the Engineer. Drawings, samples or patterns already submitted by the Contractor shall not in any way exonerate the Contractor from his liability to carry out the work in accordance with the terms of this contract.

3.10.2 All dimensions marked on drawings are to be considered correct although measurements by scale differ there from. Detailed drawings approved by the Engineer are to be acted upon where they differ from the general drawings. The Contractor shall provide at his own expense all copies of drawings and all samples and patterns required in the execution of the work and shall also at his own expense supply to the Engineer such drawings and copies thereof as are provided for in the specification.

3.10.3 Before the separate parts of the works are actually put in hand, any drawings specified shall be sent to the Engineer.

3.10.4 At least one copy of every drawing relative to the contract works shall be kept by the contractor at the office of his head representative on the site and all such drawings shall be available at all times for the use of the Engineer.

C 3.11 SITE MEETINGS

A senior member of the Contractor's organization will be required to attend site meetings throughout the continuance of the contract. It is estimated that site meetings shall be held at two weekly intervals. The tenderer shall allow for attendance at these meetings in his tender, however, no guarantee can be given as to the exact number or intervals between each of these site meetings. No extras to the contract will be allowed and any additional site meeting required, or called for is at the absolute discretion of the Engineer.

C 3.12 NOTICE BY CONTRACTOR OF WORK BEING COVERED OR BUILT-IN

The Contractor shall give notice to the Engineer at least one week before the date on which he will be ready for the inspection of any work that is to be covered over or built in as part of the works and which would not be accessible for inspection after being so covered or built in. The Contractor shall not proceed with the covering or building in of such work without the prior approval of the Engineer.

C 3.13 ELECTRICAL INSTALLATIONS

Unless otherwise specified in the Detail Specification, the Standby Generator Contractor shall be responsible for all cables, wiring, installation and connections in the standby plantrooms between the diesel generating plant and the standby plant switchboard.

General purpose PVC/PVC /SWA/PVC cables to SANS 1507 (Electric cables) shall be used throughout and, where necessary, shall be adequately supported on both horizontal and vertical runs by means of galvanized



perforated metal cable trays adequately supported by means of substantial angle iron brackets or other approved means, bearing in mind the number and weight of the cables to be supported.

The neutral point of the generator shall be solidly connected by means of an appropriate size of insulated earth conductor, to the earthbar mounted in the standby plant switchboard.

The Standby Generator Contractor shall ensure that the mains and generator phase rotations are identical and provide a certificate of compliance after completion of all works.



PRICING SCHEDULE TENDER 192 OF 2020

PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities
2. The units of measurement described in the Bill of Quantities are metric units.
3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 - Unit: The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).
 - Quantity: The number of units of work for each item.
 - Rate: The payment per unit of work at which the Tenderer tenders to do the work.
 - Amount: The product of the quantity and the rate tendered for an item.
 - Lump sum: An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.
4. An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.
5. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The contractor to ascertain the amount of work required on site and purchase the material according those measurements. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
6. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
7. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.



ITEM	DESCRIPTION	UNIT	QTY	Unit Price	TOTAL (R)
	Bill 1: Preliminary and General				
1	The Bill of Quantities must be read in conjunction with the Specification Document and the Electrical Drawings.				
1.1	Fixed Charge Items				
	a) Contractual Requirements	sum	1		
1.1.2	Establish Facilities On Site	sum	1		
1.2	Time Related Items				
	a) Contractual requirements	sum	1		
1.3	3x sets of Data Pack, Containing, maintenance manuals and Certificate Of Compliance	Sum	1		
1.4	Testing And Commissioning	Sum	1		
1.5	12 Months Guarantee	Sum	1		
	Total Carried Forward to the Summary				



	Description of Works	Unit	Quantity	Unit Price	Total
	Bill 2: Generator and Cable Installation				
2.1	Supply, delivery, & installation as per the approved design and specifications of Diesel Driven Standby Generator. The generator to come complete with weather proof enclosure, control panel and control cables.				
	a)30kVA Standby Generator	supply	2		
		Install	2		
	b)50 kVA Standby Generator Unit to be converted to a mobile unit and retrofitted on a trailer.	supply	1		
		Retrofit on trailer	1		
2.2	600/1000V grade PVC/PVC/SWA/PC stranded copper conductor cable (terminations and earth conductors elsewhere measured) Cable laid in trenching or trunking (excavations elsewhere measured)				
	a) 10mm ² x 4 core	Supply	100		
		Install	100		
2.3.	Cable Terminations complete including glands, shrouds, lugs, connections and commissioning				



	a) 10mm ² x 4 core	Supply	9		
		Install	9		
2.4	Insulated Stranded Copper Earth Wire strapped to Cables (terminations elsewhere measured)				
	a) 4mm ² earth wire	Supply	100		
		Install	100		
2.5	Bare Stranded Copper Earth Wire Terminations complete including drilling, bolting, lugs, connections and commissioning				
	a)4mm ² earth wire	Supply	8		
		Install	8		
2.6	Excavate for cable and sleeve trench including temporary support of sides, keeping excavations dry, backfilling and compacting to the Engineer's specification				
	a) Pickable Soil	m ³	10		
	b) For Soft Rock	m ³	10		
	c) For Hard Rock	m ³	10		
	d) Bedding under and filling around cables comprising sifted sand	m ³	10		
2.7	Construction of a Concrete Plinths x 2	PC	1		R 20 000.00
	Total Carried to Summary				



3	Summary	
	Bill 1: Preliminary and General	
	Bill 2: Generator and Cable Installation	
	Sub Total	
	10% Contingency	
	Sub Total	
	15% VAT	
	Total Vat Inclusive	

Signature of Prince Albert Municipality Officials at Tender Opening	<p>1. _____</p> <p>2. _____</p>
--	---------------------------------



RETURNABLE SCHEDULES

(Schedule Q)



SCHEDULE Q - Functionality Assessment

Tender Functionality / Pre-Qualification

The tenderer shall attach the following data to the tender. This information is material to the award of the contract. Please provide ONLY relevant information as requested.

Pre-Qualification of Bidders

- (a) Tenders will be pre-evaluated on the criteria as set out under F.3.11.9.
- (b) Bidders that score less than **55 out of 80 points** for the functionality criteria, will be regarded as submitting a non-responsive tender and will not be evaluated on price and preference points.
- (c) Unclear or incomplete information provided will result in no points being allocated.
- (d) The Bid Evaluation Committee reserves the right to request any documentation required to perform a meaningful pre-evaluation.
- (e) Bidders must therefore ensure that all information is provided.
- (f) The following criteria will be used to calculate points for the functionality of tenders and bidders should ensure that they submit all information in order to be pre-evaluated on the criteria mentioned below:

	CRITERIA	MAXIMUM POINTS	BIDDER SCORE
Q1	Established nature of company	10	
Q2	Similar previous experience of company	35	
Q3	Reference related to similar experience	15	
Q4	Key staff & personnel	20	
	TOTAL	80	



RETURNABLE SCHEDULES

SCHEDULE Q1: Established nature of the company (Q1): (10 POINTS)

Points will be scored for the established nature of the company. Tenderers must **attach to this page company registration documentation** to indicate the established nature of the company.

Established Nature (Years in existence)	Maximum points	Bidder Score
5	10	
4	8	
3	6	
2	4	
1 year or less	0	
Total	/10



RETURNABLE SCHEDULES

SCHEDULE Q2: Similar Previous Experience and References (Q2): (35 POINTS)

- (a) A maximum of **35** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided. Please note that this section refers to the Company's and its legacy firms past experience & references related to the experience, and is not a duplication of Criterion Q4'S Key Staff and Personnel. Meaning this section takes into consideration that the company as an entity has gained relevant experience in the past and showcase that the company is in the business of said Scope of Works. It also considers that the references are related & relevant to the experience submitted.
- (b) Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant/similar events or activities and/or as determined by the Prince Albert Municipality and/or professional consulting engineer where applicable. Bidders should provide the name and contact details of at least four references. The references submitted must be in relation to the Experience gained on projects relevant to the Scope of Works. Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from listing multiple references from the same company on the same project. Please note it is the duty of the Bidder to ensure that the reference given are relevant to the Scope of Works and that the contact details submitted are correct and active.

Experience required:	Maximum points	Bidder Score
Successfully completed similar projects involving the supply, installation and commissioning of standby generators above R 0.25 million.		
Completed 4 or more similar projects	35	
Completed 3 or more similar projects	25	
Completed 2 or more similar projects	15	
Completed 1 or more similar projects	10	
	Total	

- (c) In order to claim points for the above, bidders must submit sufficient information as well as documentary proof of: information on how long the business has been in existence (operating as a going concern) supported by Company or Business registrations documents and the following:
- i. Information on how long the business has been in existence (operating as a going concern) supported by Company or Business registration documents.



- ii. Company CV - detailed list of successful previous Tenders/Projects and information containing:
 1. Name or list of the company's and its legacy firms previous clients & references to this work;
 2. Short description of the company's work performed for that particular client; 3. Applicable start/end dates when specific work was performed for particular client; 4. Total duration & Rand value of these specific contracts.
- iii. Points will only be awarded for relevant & completed experience obtained relevant to the Tender Scope of Works. To be able to gain points the Tenderer must submit proof that the company has obtained the relevant experience for this Tender's Scope of Works & Specifications, and not only parts thereof. If experience is listed, please ensure it is applicable and relevant to the whole of this Tender and not only to parts thereof, otherwise the Bidder will not be awarded the necessary points.
- iv. If no information is provided below or referred to as an additional attachment **NO POINTS WILL BE AWARDED.**



SCHEDULE OF SIMILAR WORK CARRIED OUT BY TENDERER

The following is a statement of major similar works executed by myself/ourselves

Employer (Name, Tel, e-mail, Fax)	Consulting Engineer (Name, Tel, e-mail, Fax)	Type of Work	Value of Work	Year Completed

DATE

SIGNATURE OF TENDERER



RETURNABLE SCHEDULES

SCHEDULE Q3: REFERENCES RELATED TO SIMILAR EXPERIENCE Q2 : (15 POINTS)

- a. Please note that this section refers to the Company's and its legacy firms' references related to the experience. It also considers that the references are related & relevant to the experience submitted.
- b. Bidders should provide the name and contact details of at least 3 references. The references submitted must be in relation to the experience gained on relevant projects. Please note that points will not overlap, meaning points are awarded only once per reference/company/entity per project experience. Please refrain from listing multiple references from the same company/entity on the same project. Please note that it is the duty of the bidder to ensure that the reference given are relevant to the Scope of Works and that the contact details provided are correct and active.

-
- Reference Scoring: A maximum of **15** points will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows.
- In order to claim points, bidders must submit, with the tender document, details of **at least three contactable references** from businesses to which the above-mentioned Experience has been provided.
- These references must be current/most recent, relevant and related to the Experience submitted.
- It is the bidders' responsibility to ensure that the details provided are correct, before submitting his tender, and that the references will be available and be able to provide feedback / confirmation.
- If the references are unable to validate, verify or provide information on the Experience listed, no points will be awarded for that particular reference.
- Points will be awarded by contacting 3 references who will answer 5 questions each. 1 point will be awarded for each answer which is positive and relevant to the Scope of Works of this contract, subject to the final discretion of SCM bid evaluation staff.
- The references will be contacted via e-mail. An e-mail, once it has been sent, will be deemed as delivered if not returned as undelivered. If an e-mail is undelivered the alternative contact information will be used to follow up on the correct e-mail address.
- If no e-mail address is provided the fax number will be used. The fax, once it has been sent, will be deemed as delivered. If the fax comes back as incorrect, the alternative contact information provided will be used to follow up on the correct fax number.
- The reference must respond within 48 hours per e-mail or fax.
- If no feedback is received from references, within the timeframe given, no points will be awarded.
- Late responses will not be accepted.
- **Details of references to be listed below or referred to as an attachment. If no information is provided no points will be awarded.**

Applicable to which Experience? List Project Completed Successfully	Name of Reference or Company or Entity	Telephone and/or Cellphone number	Active E-mail address Or other contact details



The following are typical questions that could be asked from the references, please note that SCM reserves the right to ask more questions and request more proof to satisfy the evaluation process. State here or list the Tender Scope of Works, provide ample description or method in order for the Reference to be able to score accordingly.

NOTE: Bidders may of their own accord duplicate and circulate the below reference questionnaire to their respective references as listed and include the signed and duly completed questionnaire(s) in their tender submission as a returnable document.



Question to Reference	Reference's Response
<p>1. SCOPE:</p> <p>Has this Contractor successfully performed a similar Scope of Works for you in the past?</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>2. TIME / PROGRAMME:</p> <p>Was the work completed within the Contractual time frame? Excluding normal contractor delays, did the contractor finish in time without running into Penalties? Was there any delay due to non-responsiveness? Did the contractor perform as per their programme and Tender specs?</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>3. PRICE / BUDGET:</p> <p>Was the work completed within the Contract Price / Amount /Budget. Meaning did the contractor keep to his budget and Scope of Works and not overspend without provisional approval?</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>4. OHS :</p> <p>Did the Contractor comply with the Occupational Health & Safety regulations on site? Did the contractor timely correct any OHS issues within the timeframes set within the OHS Audit report? Is this contractor Safety minded and responsive to OHS instructions</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>
<p>5. OVERALL / VERDICT:</p> <p>In general where you satisfied with the Contractor's performance on your site, their professionalism, ethics, execution method - thus would you recommend this contractor for this Tender considering all of above?</p>	<p>Yes</p> <p>No.....</p> <p>If No, please state why:</p> <p>.....</p> <p>.....</p> <p>.....</p> <p>.....</p>



NAME OF COMPANY / ORGANISATION:

REFERENCE NAME:

SIGNATURE:

DATE:



RETURNABLE SCHEDULES

SCHEDULE Q4: KEY SITE STAFF & PERSONNEL Q4: (20 POINTS)

- (a) A maximum of **20 points** will be awarded at the sole discretion of the Municipality's Bid Evaluation Committee based on the information provided and will be split as follows. *Points will only be award once for each staff/personnel allocated to this Tender, no multiple scoring per person.*

Description:	Maximum points	Bidder Score
<p>ELECTRICIAN</p> <ul style="list-style-type: none"> • Personally, responsible for the installation and commissioning of generators as well as issuing of the Certificate of Compliance. • Qualification preferable: Trade Tested Electrician, registered with the Dept of Labour or Electrical Contractors Board as a Installation Electrician (max available points =10) • Provide certified copy of qualification or proof of registration in order to score points. • At least 5 years' experience in similar projects (max available points = 10, pro-rata less) • Must be allocated to this project and be overall responsible for the execution of the works and all associated project management • Must inspect and approve all works • Must attend Project meetings and submit information timely as requested 	20	
TOTAL	20	

In order to claim points for the above, bidders must submit detailed Curriculum Vitae (CV) of the Contracts Manager and Site Agent for this Tender. The Contracts Manager and Site Agent listed above must currently be employed by the Bidder company, if not then a letter stating such intent to employ this person, including this person's signature of willingness & acceptance for the intended duration of the project. CV experience of the listed Contracts Manager and Site Agent must be relevant and current. Points can only be allocated once, meaning one-person one-score, no multiple scoring. Please note the staff allocated to this Tender must be on-site and used for this Tender. If the person is unavailable during time of Execution he/she must be replaced with someone of equal or better value and experience and proof as per CV submitted.

NB: Relevant experience is defined as the accumulation of knowledge or skill that results from direct participation in relevant similar events or activities and/or as determined by the Prince Albert Municipality and/or professional consulting engineer where applicable.



PRINCE ALBERT MUNICIPALITY DECLARATION OF INTEREST			
1.	No bid will be accepted from persons in the service of the state*.		
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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.		
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.		
3.1	Full Name of bidder or his / her representative:		
3.2	Identity number:		
3.3	Position occupied in the Company (director, trustee, shareholder ²)		
3.4	Company Registration Number:		
3.5	Tax Reference Number:		
3.6	VAT Registration Number:		
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.		
3.8	Are you presently in the service of the state?	YES / NO	
3.8.1	If yes, furnish particulars.		
3.9	Have you been in the service of the state for the past twelve months?	YES / NO	
3.9.1	If so, furnish particulars.		
3.10	Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.10.1	If so, state particulars.		
3.11	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	YES / NO	
3.11.1	If so, state particulars.		
3.12	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	YES / NO	
3.12.1	If so, state particulars.		



3.13	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	YES / NO	
3.13.1	If so, furnish particulars.		
3.14	Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?	YES / NO	
3.3	If so, furnish particulars.		
4.	Full details of directors / trustees / members / shareholders:		

COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number

CERTIFICATION

I 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.

NAME OF ENTERPRISE			
CAPACITY		DATE	
NAME (PRINT)		SIGNATURE	
1. MSCM Regulations: "in the service of the state" means to be -			
	a member of –		
a)	(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 or 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 entity; or		
f)	an employee of Parliament or a provincial legislature.		
1. "Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercise control over the company.			



**DECLARATION FOR PROCUREMENT ABOVE R 10 MILLION
(VAT INCLUDED)**

Not required for this tender.



PRINCE ALBERT MUNICIPALITY									
PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017									
NB:	BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITION AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.								
1. GENERAL CONDITIONS									
1.1.	The following preference point systems are applicable to all bids: <ul style="list-style-type: none"> ▪ the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); ▪ the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included). 								
1.2.	The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.								
1.3.	Preference points for this bid shall be awarded for: Price; and B-BBEE Status Level of Contribution. <table border="1" style="width: 100%; margin-top: 10px;"> <thead> <tr> <th style="text-align: left;">1.3.1 The maximum points for this bid are allocated as follows:</th> <th style="text-align: center;">POINTS</th> </tr> </thead> <tbody> <tr> <td>PRICE</td> <td style="text-align: center;">80</td> </tr> <tr> <td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td> <td style="text-align: center;">20</td> </tr> <tr> <td>Total points for Price and B-BBEE must not exceed</td> <td style="text-align: center;">100</td> </tr> </tbody> </table>	1.3.1 The maximum points for this bid are allocated as follows:	POINTS	PRICE	80	B-BBEE STATUS LEVEL OF CONTRIBUTION	20	Total points for Price and B-BBEE must not exceed	100
1.3.1 The maximum points for this bid are allocated as follows:	POINTS								
PRICE	80								
B-BBEE STATUS LEVEL OF CONTRIBUTION	20								
Total points for Price and B-BBEE must not exceed	100								
1.4.	Failure on the part of a bidder to fill in and/or to sign this form and 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.								
1.5.	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, skill and knowledge in an activity for the execution of a contract;
2.8.	“contract”	means the agreement that results from the acceptance of a bid by an organ of state;
2.9.	“EME”	means any enterprise with annual total revenue of R5 million or less;
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 <i>contract</i> ;
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 <i>Government Gazette</i> 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:		
	80/20	or	90/10
	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
	Where:		
	P _s	=	Points scored for comparative price of bid under consideration
	P _t	=	Comparative price of bid under consideration
	P _{min}	=	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:		
5.2.	B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
	1	10	20
	2	9	18
	3	6	14
	4	5	12
	5	4	8
	6	3	6
	7	2	4
	8	1	2
	Non-compliant contributor	0	0
5.3.	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.		
5.4.	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.		
5.5.	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.		
5.6.	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.		
5.7.	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.		
5.8.	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. 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.			
5.9.	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:			
7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1				
7.1	B-BBEE Status Level of Contribution:		Points claimed (maximum of 10 or 20 points)	
7.2.	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.			
8. SUB-CONTRACTING				
8.1.	Will any portion of the contract be sub-contracted? Indicate YES / NO			
8.2.	If yes, indicate:			
	(i)	What percentage of the contract will be subcontracted?	%	
	(ii)	The name of the sub-contractor?		
	(iii)	The B-BBEE status level of the sub-contractor?		
	(iv)	Whether the sub-contractor is an EME? Indicate YES / NO		
9.	Designated Group: An EME or QSE which is at least 51% owned by:		EME √	
	Black people		√	
	Black people who are youth			
	Black people who are women			
	Black people with disabilities			
	Black people living in rural or underdeveloped areas or townships			
	Cooperative owned by black people			
	Black people who are military veterans			
	OR			
	Any EME			
Any QSE				
10. DECLARATION WITH REGARD TO COMPANY/FIRM				
10.1	Name of firm			
10.2	VAT registration number			
10.3	Company registration number:			



10.4 Type Of Company/ Firm [TICK APPLICABLE BOX]	Partnership/Joint Venture / Consortium	
	One-person business/sole propriety	
	Close corporation	
	Ltd Company	
	(Pty) Limited	
10.5 Describe Principal Business Activities		
10.6 Company Classification [TICK APPLICABLE BOX]	Manufacturer	
	Supplier	
	Professional service provider	
	Other service providers, e.g. transporter, etc.	
10.7 Municipal Information		
Municipality where business is situated :		
Registered Account Number:		
Stand Number:		
10.8 Total number of years the enterprise has been in business?		

11. DECLARATION

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) 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;
- (iv) 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 –
 - a) disqualify the person from the bidding process;
 - b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - c) 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;
 - d) 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 forward the matter for criminal prosecution

NAME OF ENTERPRISE: _____

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



SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

- The contents of this statement are to the best of my knowledge a true reflection of the facts.
- I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

- I hereby declare under oath that:
 - The enterprise is _____% black owned;
 - The enterprise is _____% black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, by **ticking the applicable box**.

100% black owned	Level One (135% B-BBEE procurement recognition)	
More than 51% black owned	Level Two (125% B-BBEE procurement recognition)	
Less than 51% black owned	Level Four (100% B-BBEE procurement recognition)	

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp



12. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8 (2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286:2011 as follows:

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value-added tax (VAT)

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.



- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
2. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

Description of services, works or goods Stipulated minimum threshold

This bid is subject to local content and production.
Minimum Stipulated Local Content Designation for Electrical and Telecom Cables is 90%.

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

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....



NB:

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

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS 1: _____

DATE: _____

WITNESS 2: _____

DATE: _____

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1) Tender No.

(D2) Tender description:

(D3) Designated Products:

(D4) Tender Authority:

(D5) Tendering Entity name:

(D6) Tender Exchange Rate: Pula

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

A. Exempted imported content

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

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

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

B. Imported directly by the Tenderer

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

(D32) Total imported value by tenderer

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



CONTRACT FORM – PURCHASE OF GOODS / WORKS

THIS FORM MUST BE FILLED 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 WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements and specifications stipulated in bid number _____ at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2.
DATE:



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE



CONTRACT FORM – RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

- 7. I hereby undertake to render services described in the attached bidding documents to **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
- 8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
- 9. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 10. 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.
- 11. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 12. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:	



CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:



CONTRACT FORM – SALE OF GOODS / WORKS

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE SELLER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE SELLER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE BIDDER)

- 13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from **PRINCE ALBERT MUNICIPALITY** in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.

- 14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)

- 15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

- 16. 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.

- 17. I undertake to make payment for the goods/works as specified in the bidding documents.

- 18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

- 19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1.
2.
DATE:



CONTRACT FORM - SALE OF GOODS/WORKS
PART 2 (TO BE FILLED IN BY THE SELLER)

7. I..... in my capacity as..... accept your bid under reference numberdated.....for the purchase of goods/works indicated hereunder and/or further specified in the annexure(s).
8. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.

4.

DATE



PRINCE ALBERT MUNICIPALITY DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES		
1.	This Municipal Bidding Document 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.	
2.	The bid of any bidder may be rejected if that bidder, or any of its directors have:	
2.1	abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;	
2.2	been convicted for fraud or corruption during the past five years;	
2.3	wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or	
2.4	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).	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1.	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).	YES / NO
3.2.	If so, furnish particulars:	
3.3.	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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	YES / NO
3.4.	If so, furnish particulars:	
3.5.	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	YES / NO
3.6.	If so, furnish particulars:	
3.7.	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	YES / NO
3.8.	If so, furnish particulars:	
3.9.	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	YES / NO
3.10.	If so, furnish particulars:	



4. CERTIFICATION

I, certify that the information furnished on this declaration form are 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.

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



PRINCE ALBERT MUNICIPALITY Certificate of Independent Bid Determination	
1.	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). ² Collusive bidding is a per se prohibition meaning that it cannot be justified under any grounds
2.	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: <ul style="list-style-type: none"> a) take all reasonable steps to prevent such abuse; b) 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 c) 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.
3.	This Municipal Bidding Document 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.
4.	In order to give effect to the above, the following Certificate of Bid Determination must be completed and submitted with the bid:
CERTIFICATE OF INDEPENDENT BID DETERMINATION	
I, the undersigned, in submitting the accompanying bid:	
Bid Number:	
Description:	
In response to the invitation for the bid issued by the PRINCE ALBERT MUNICIPALITY , do hereby make the following statements that I certify to be true and complete in every respect:	
certify, on behalf of (Name of Bidder):	
That:	
<ol style="list-style-type: none"> 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: <ul style="list-style-type: none"> a) has been requested to submit a bid in response to this bid invitation; b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium³ will not be construed as collusive bidding. 	



7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of Section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM ARE 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.

NAME (PRINT)		SIGNATURE	
CAPACITY		DATE	

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² 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.

³ 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.



PRINCE ALBERT MUNICIPALITY				
CERTIFICATE FOR PAYMENT OF MUNICIPAL SERVICES				
(To be signed in the presence of a Commissioner of Oaths)				
I, the undersigned, in submitting the accompanying bid, declare that I am duly authorised to act on behalf on:	<i>(Name of Enterprise)</i>			
I 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 Prince Albert Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months.				
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.				
If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards any Municipality in respect of which payment is overdue for more than 30 days;				
PHYSICAL BUSINESS ADDRESS(ES) OF THE TENDERER			MUNICIPAL ACCOUNT NUMBER	
FURTHER DETAILS OF THE BIDDER'S (Directors / Shareholders / 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 IDENTITY DOCUMENT(S).				
NB: PLEASE ATTACH COPY(IES) OF MUNICIPAL ACCOUNTS.				
NUMBER OF SHEETS APPENDED BY THE TENDERER TO THIS SCHEDULE (IF NUL, ENTER NIL).				



Therefore, hereby agrees and authorises the Prince Albert Municipality to deduct the full amount outstanding by the Tenderer or any of its directors / members / partners from any payment due to the tenderer; and

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.

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

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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

"Closing time"	means the date and hour specified in the bidding documents for the receipt of bids.
"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.
"Contract price"	means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
"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.
"Countervailing duties"	are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally
"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.
"Day"	means calendar day.
"Delivery"	means delivery in compliance of the conditions of the contract or order.
"Delivery ex stock"	means immediate delivery directly from stock actually on hand
"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.
"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.
"Force majeure"	means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. 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.
"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.
"GCC"	means the General Conditions of Contract.
"Goods"	means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
"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.
"Local content"	means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
"Manufacture"	means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
"Order"	means an official written order issued for the supply of goods or works or the rendering of a service.
"Project site"	where applicable, means the place indicated in bidding documents.
"Purchaser"	means the organization purchasing the goods.
"Republic"	means the Republic of South Africa.
"SCC"	means the Special Conditions of Contract.



"Services"	means that 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.
"Supplier"	means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
"Tort"	means in breach of contract.
"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.
"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.
- 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.
- 8.7. Any contract goods may on or after delivery be inspected, tested or analysed 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

- 10.1. 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

- 11.1. 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

- 12.1. 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.

14. Spare parts

- 14.1. As specified, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
 - 14.1.1. such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - 14.1.2. in the event of termination of production of the spare parts:
 - 14.1.2.1. advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and



- 14.1.2.2. following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

16. Payment

- 16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.
- 16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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

- 17.1. 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

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

19. Assignment

- 19.1. 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

- 20.1. 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

- 22.1. 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 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 purchaser 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

- 24.1. 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.

26. Termination for insolvency

- 26.1. 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

- 29.1. 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

- 30.1. 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.
- 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

- 33.1. 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

- 34.1. 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)

