SOL PLAATJE LOCAL MUNICIPALITY

Contract No. INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF PREPAID METERS

You are hereby invited to bid for the following bid(s) for the Sol Plaatje Local Municipality, as and when required FOR A 3 YEAR PERIOD as stated on the bid document, which shall commence on the date of signing the contract, with an option to extend as may be determined by the Municipality upon expiry.

All Bidders must be compliant on Central Suppliers Database (CSD) and are required to submit their detailed CURRENT Central Suppliers Database (CSD) registration report (NOT THE SUMMARY REPORT) together with the bid document on closing date.

Bidders have two (2) options to access the bid document

Option 1: One complete set of document is available to be download at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost.

Option 2: One complete set of document(s) is available from the SCU Contracts Department, MUNICIPAL STORES COMPLEX OPPOSITE SECURITY, ABATTOIR ROAD, ASHBURNHAM, Kimberley as from Mondays to Fridays from 08H00 till 15H00 upon payment of an amount of R300.00 (Three hundred rand) each, which is non-refundable. Payment must be made at the cashiers on a “NO 10 deposit slip” using the following vote no

21 12 1 42 451 0 SG ZZ ZZ WM

Bidders who have purchased the bid documents from the Municipality MUST include the proof of such purchase by including a copy of the receipt with the original bid document.

In terms of section 2 (1) (d-f) of the PPPFA 2017 – The following Pre-Qualification criteria are applicable –

- BBBEE LEVEL 1-3
- ONLY BBBEE CERTIFICATES ACCREDITED BY SANAS OR ORIGINAL CERTIFIED SWORN AFFIDAVIT’S WILL BE CONSIDER FOR EVALUATION

Queries should be directed as follows:

- Contents and completion of bid documents, may be addressed to Mr. Nick Sonqishe Tel No. 053-8306770 / 079 694 3438

- Technical queries relating to this bid may be addressed to Line manager Tel No. 053-8306646
- Relating to buying/obtaining of bid documents, Bid Officials, Tel no 053-8306180 OR 053-8306178

This will be a 1 STAGE BIDDING PROCESS

In terms of Section 13 of the Municipal Supply Chain Management Policy and the official tender procedures, the Municipality will reject all tenders that do not comply with the following pre-conditions.
1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registrations number and a tax reference number and VAT registration number, if any.

2. **The tax payer must be SARS COMPLIANT** on Central Suppliers Database (CSD) and **A CURRENT PROOF of compliancy and a TAX COMPLIANCE STATUS CERTIFICATE** must be submitted with the Tender document on closing date.

3. Bidders that have not submitted a current Municipal Rates Account. For leasing see MBD1 of tender document.

4. Bidders bidding as a Joint Venture that have not included their Joint Venture Agreement as part of the tender document

5. Bidders that have not indicated whether:
   
   5.1 He/she is in the service of the state or has been in the service of the state or has been in the service of the state in the previous 12 months.
   
   5.2 If the bidder is not a natural person, whether only of its directors, managers, principal shareholders or a stakeholder is in the service of the state or has been in the service of the state in the previous twelve months or
   
   5.3 Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder is in the service of the state, or has been in the service of the state in the previous twelve months.

Tenders must be submitted on the official documents in a sealed envelope, outwardly marked “the Contract No. addressed to the Municipal Manager, and placed in the TENDER B0X (OPPOSITE SECURITY), MUNICIPAL STORES COMPLEX, ABATTOIR ROAD, ASHMURNHAM, Kimberley not later than 11:00 on 18 MARCH 2019

Bids will be opened in public in the SCU BOARDROOM, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after opening on the same day at 12H00.

IT WOULD BE APPRECIATED IF YOUR COMPANY COULD PROVIDE THIS OFFICE WITH A RETURNABLE ADDRESS ON THE BACK OF THE ENVELOPE(S).

Bid document sets that are incomplete and bids received after the closing date and time, faxed or in electronic format will not be accepted for consideration. All Bids must be submitted on the official forms and not be re-typed.

Bids will be evaluated in terms of the approved 80/20 (as indicated on the bid document) point system in accordance with the Preferential Procurement Regulation 2011 as detailed in the Preference Point form MBD 6 enclosed in the in the Bid document.

The highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to subdivide the Contract and accept any portion of any bid
Invitation from
Municipal Manager
Civic Offices, Sol Plaatje Drive
Private Bag x5030
Kimberley
8300

Vote no …… 28826434020CFECSZZWM DINEO SINOMBE
SOL PLAATJE LOCAL MUNICIPALITY – 1 STAGE BIDDING PROCESS

Original bid documents must be submitted in a sealed envelope marked “ENVELOPE 1 ORIGINAL”
Duplicate of Original Bid document must be submitted in a sealed separate envelope marked ‘ENVELOPE 2 DUPLICATE’
IF bids are submitted in one envelope containing original and copy it must be clearly stated on the envelope that the envelope contains envelope no 1 “ORIGINAL” and envelope no 2 “DUPLICATE”
The duplicate must be a true reflection of the original Bid Document and must be certified as such, see below

CONTRACT NUMBER: INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF FULL PREPAID METERS

The offer contains MBD1, MBD 2, MBD3.1, MBD3.2, MBD3.3 (if applicable) MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2, MBD7, MBD8, MBD 9 and General Conditions of Contract
All pages must be signed and witnessed by two witnesses, where requested. Unsigned bids will be disqualified.

NAME OF BIDDER: ........................................................................................................

PHYSICAL TRADING OFFICE ADDRESS: .................................................................
........................................................................................................................................

FINANCIAL (PRICE) OFFER: ........................................... See price schedule (Incl VAT)

BID PERIOD: For period commencing ......................................................

Prepared for: N. Sinombe Prepared by: N.L. Sonqishe
Sol Plaatje Municipality Date: 14/02/2019
Private Bag X5030, KIMBERLEY, 8300

For Copy Document Purposes only:
The copy of the original Bid Document must be submitted in a separate envelope:
I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: ............................................. Date: .............................................
**BIDDER CHECKLIST**

**CONTRACT REF NUMBER: INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF FULL PREPAID METERS**

Hereunder is a checklist to ensure that the bid documentation is complete in terms of administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below. *(Tick to indicate whether the information has been included and the originals signed and witnessed as required.)*

<table>
<thead>
<tr>
<th>ITEM</th>
<th>DESCRIPTION</th>
<th>YES/NO</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Cover letter front page</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>Invitation to Bid (MBD1) must be completed &amp; signed</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>Tax Compliance requirements MBD2)</td>
<td></td>
</tr>
<tr>
<td>4</td>
<td>Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used <strong>FINANCIAL OFFER – 2\textsuperscript{nd} ENVELOPE</strong></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td>Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)</td>
<td></td>
</tr>
<tr>
<td>6</td>
<td>Professional Indemnity Insurance, where applicable</td>
<td></td>
</tr>
<tr>
<td>7</td>
<td>Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process</td>
<td></td>
</tr>
<tr>
<td>8</td>
<td>Declaration of interest (MBD 4) Original to be completed and signed. <strong>No bid will be accepted from persons in the service of the state¹.</strong></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable</td>
<td></td>
</tr>
<tr>
<td>10</td>
<td>Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required</td>
<td></td>
</tr>
<tr>
<td>11</td>
<td>Declaration of bidder’s past supply chain management practices (MBD 8)</td>
<td></td>
</tr>
<tr>
<td>12</td>
<td>Certificate of Independent Bid Determination Annexure E5 – (MBD9)</td>
<td></td>
</tr>
<tr>
<td>13</td>
<td>Did you submit one (1) original and one (1) hard copy of the bid documents?</td>
<td></td>
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<tr>
<td>14</td>
<td>Did you take note and understand the Special Conditions, where applicable?</td>
<td></td>
</tr>
<tr>
<td>15</td>
<td>Did you submit your management and contact details?</td>
<td></td>
</tr>
<tr>
<td>16</td>
<td>Did you submit full and current contact details for three references, as requested in the bid document</td>
<td></td>
</tr>
<tr>
<td>17</td>
<td>Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?</td>
<td></td>
</tr>
<tr>
<td>18</td>
<td>Did you initial every page of your original submission?</td>
<td></td>
</tr>
<tr>
<td>19</td>
<td>Did you comply to all pre-conditions as stated in bid document? (MBD 1)</td>
<td></td>
</tr>
<tr>
<td>20</td>
<td>Did you submit a <strong>CURRENT TO 30 days Business OR, Business Residential Municipal Rates &amp; Service Account?</strong></td>
<td></td>
</tr>
<tr>
<td>22</td>
<td>Did you attend the compulsory site/briefing session where applicable?</td>
<td></td>
</tr>
<tr>
<td>23</td>
<td>Did you attach, Annual Financial Statements attached if project &lt; R10 million, where applicable?</td>
<td></td>
</tr>
</tbody>
</table>

¹ No bid will be accepted from persons in the service of the state.
N.B.: THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE OF BIDDER: ________________________________________________

NAME OF COMPANY: ________________________________________________

ADDRESS: _________________________________________________________

____________________________________________________________________

CELL TELEPHONE NO: ___________________ FAX NO. ___________________

E-MAIL ADDRESS: ____________________________________________________

AS WITNESSES: 1. ___________________ Name Print _______________________

2. ___________________ Name Print _______________________

DATE: ..............................................................
THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FINANCIAL SERVICES

<table>
<thead>
<tr>
<th>BID NUMBER:</th>
<th>INFRA/CEE13/2018</th>
<th>CLOSING DATE:</th>
<th>18/03/2019</th>
<th>CLOSING TIME:</th>
<th>11h00</th>
</tr>
</thead>
</table>

DESCRIPTION

SUPPLY AND DELIVERY OF FULL PREPAID METERS

To render services on behalf of the Sol Plaatje Local Municipality, as may be required for a period of THREE (3) years as indicated on this bid document, from the time of the award.

The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry.


One complete set of documents is available from SCU Contracts Department, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R300-00 (Three hundred rand), which is non-refundable.

Payment must be made at the cashiers on a “NO 10 deposit slip” using the following mSCOA vote no

21 12 1 42 451 0 SG ZZZ ZW

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

SOL PLAATJE MUNICIPALITY

SCU – CONTRACTS DEPARTMENT, MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

<table>
<thead>
<tr>
<th>NAME OF BIDDER</th>
<th>POSTAL ADDRESS</th>
<th>PHYSICAL TRADING ADDRESS</th>
<th>TELEPHONE NUMBER</th>
<th>CODE</th>
<th>NUMBER</th>
</tr>
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<tbody>
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</table>

<table>
<thead>
<tr>
<th>CELLPHONE NUMBER</th>
<th>FACSIMILE NUMBER</th>
<th>E-MAIL ADDRESS</th>
<th>VAT REGISTRATION NUMBER</th>
<th>TAX COMPLIANCE STATUS</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td></td>
<td></td>
<td>TCS PIN: AND CSD No:</td>
</tr>
</tbody>
</table>

Update bid document: 14/02/2019
### B-BBEE Status Level Verification Certificate

<table>
<thead>
<tr>
<th>[TICK APPLICABLE BOX]</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

### B-BBEE Status Level Sworn Affidavit

<table>
<thead>
<tr>
<th>[TICK APPLICABLE BOX]</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
</tr>
</tbody>
</table>

[A B-BBEE Status Level Verification Certificate/ Sworn Affidavit (for EMES & QSEs) Must be Submitted in Order to Qualify for Preference Points for B-BBEE]

1. In terms of section 2 (1) (d-f) of the PPPFA 2017 – The following Pre-Qualification criteria are applicable

   **BBBEE Level 1-3 Status** shall be considered for this bid.
   
   Please note that only BBBEE accredited by SANAS or original certified sworn Affidavits will be considered for evaluation.
   
   A **valid certified copy** of the B-BBEE Sworn Affidavit for EME’s **must** be included in this bid document to qualify for relevant points claimed as per MBD 6.1 Certificate.

2. Companies or bidders bidding as **Joint venture** must include **their consolidated**
   
   - **Joint Venture Agreement**
   - **Joint B-BBEE certificate**
   - **MBD 2,4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

---

### Are You the Accredited Representative in South Africa for the Goods /Services /Works Offered?

<table>
<thead>
<tr>
<th>[IF YES ENCLOSE PROOF]</th>
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<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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</tbody>
</table>

### Are You a Foreign Based Supplier for the Goods /Services /Works Offered?

<table>
<thead>
<tr>
<th>[IF YES, ANSWER PART B:3 ]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Yes</td>
</tr>
<tr>
<td>No</td>
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</table>

### Total Number of Items Offered

<table>
<thead>
<tr>
<th>TOTAL BID PRICE R</th>
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</table>

### Signature of Bidder

<table>
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<tr>
<th>NAME PRINT</th>
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</table>

### Capacity Under Which This Bid is Signed

<table>
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<tr>
<th>NAME PRINT</th>
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### Signature of Witness No 1

<table>
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<th>NAME PRINT</th>
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### Signature of Witness No 2

<table>
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<tr>
<th>NAME PRINT</th>
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</thead>
</table>

### Bidding Procedure Enquiries May Be Directed To:

**Technical Information May Be Directed To:**

<table>
<thead>
<tr>
<th>CONTACT PERSON</th>
<th>TELEPHONE NUMBER</th>
<th>TELEPHONE NUMBER</th>
<th>E-MAIL ADDRESS</th>
</tr>
</thead>
<tbody>
<tr>
<td>N. Sinombe</td>
<td>053-830 6646</td>
<td></td>
<td><a href="mailto:nsinombe@solplaatje.org.za">nsinombe@solplaatje.org.za</a></td>
</tr>
</tbody>
</table>
# PART B
## TERMS AND PRE-CONDITIONS FOR BIDDING

### VERY IMPORTANT NOTICE:
1. **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO HAS NOT BEEN APPROVED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE** [www.csd.gov.za](http://www.csd.gov.za)
2. **NO BIDS WILL BE CONSIDERED WHO HAS NOT COMPLETED THE LISTING CRITERIA AND SUBMITTED THE REQUIRED DOCUMENTS PRESCRIBED IN THIS DOCUMENT**
3. **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE** (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

### 1. BID SUBMISSION:

1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted.
1.2. **All bids must be submitted on the official forms provided – (may not to be re-typed)** Bidders who have purchased the bid documents from the Municipality MUST include the proof of such purchase by including a copy of the receipt with the original bid document.
1.3. Bidders MUST also include a true copy of the original bid documents. Bids MUST be placed in a sealed envelope and properly marked as prescribed. It MUST be stated that such sealed envelope contains a bid and the description of the bid, the contract reference number, and addressed to the Municipal Manager.
1.4. Should a bidder fail to maintain this status after the contract is awarded; the Council may cancel this contract or make single or multiple deductions from any payment claims in terms of the contract to the amount equal to any outstanding amounts owed to the municipality. The bidder shall have no right whatsoever to claim damages resulting from such action.
1.5. No correction tape or fluid may to be used on the tender document. Any errors made should be neatly crossed out and initialled by the bidder.
1.6. All prices **must** include value added tax, bid prices excluding value added tax may not be considered.
1.7. **The following is APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**

   *If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders **MUST** provide the following documents with the bid documents.*
   - If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
     - For the past three years or
     - Since their establishment if established during the past three years
   - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
   - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

   **Please attach all annexures on the pages as indicated on the bid document**

1.8. **This bid is subject to the preferential procurement policy framework act and the preferential procurement regulations, 2017, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.**

### 2. TAX COMPLIANCE REQUIREMENTS

2.1. Bidders must ensure compliance with their tax obligations. see MBD 2

   Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer’s profile and tax status.

2.2. Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
2.3. Foreign suppliers must complete the pre-award questionnaire in part b:3.
2.4. In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate / pin / CSD number.
### 3. Municipal Rates and Services Status: Bidders are Required to Confirm the Status of Their Municipal Rates and Services Accounts by Means of Including in This Bid Document

| 3.1. | A recent (one month) municipal account of the physical trading office address of the bidder indicating that all accounts are in good standing; or, if the bidder is not liable for, and has no, municipal account, | YES | NO |
| 3.2. | A recent lease agreement clearly stating who is responsible for the municipal account and supported by documents indicating that all accounts are in good standing | YES | NO |
| 3.3. | No confirmation letter / general affidavit of a lease agreement / Renting will be accepted; | YES | NO |
| 3.4. | Municipal accounts must also be submitted in cases where the owner/director of the business also acts as landlord of the business property and submitted a lease agreement also see listing criteria and MBD 6.1 in this bid document and | YES | NO |
| 3.5. | Bidders who have failed to submit and prove that all relevant accounts are in good standing will not be considered, such confirmation and supporting documents must not be older than 30 days. | YES | NO |

### 4. Compulsory Clarification Meetings/ CIDB Gradings (If Applicable)

| 4.1 | Is local content applicable to this bid? | YES | NO |

If the answer is “No” to all of the above, then it is not a requirement to this bid.

### 5. Questionnaire to Bidding Foreign Suppliers

| 5.1 | Is the entity a resident of the Republic of South Africa (RSA)? | YES | NO |
| 5.2 | Does the entity have a branch in the RSA? | YES | NO |
| 5.3 | Does the entity have a permanent establishment in the RSA? | YES | NO |
| 5.4 | Does the entity have any source of income in the RSA? | YES | NO |
| 5.5 | Is the entity liable in the RSA for any form of taxation? | YES | NO |

If the answer is “No” to all of the above, then it is not a requirement to register for a tax compliance status system PIN code from the South African Revenue Service (SARS) and if not register as per 2.3 above.

It would be appreciated if your company could provide this office with a returnable address on the back of the envelopes.

In terms of section 13 of the Municipal Supply Chain Management Regulations No. 27636 of 30 May 2005, the Municipal Manager shall reject all bids that do not comply with the following preconditions:

1. Bidders that have not furnished the Municipality with his/her full names, identification number or company or other registration number and tax reference number and vat registration number, if any.
2. Bidders that have not submitted a valid tax clearance certificate from SARS or provided their tax compliance status pin number.
3. Bidders that have not indicated:
   a. Whether he/she is in the service of the state or has been in the service of the state in the previous twelve months;
   b. If the bidder is not a natural person, whether any of its directors, managers, principal shareholders or stakeholder is in the service of the state or has been in the service of the state in the previous twelve months, or
c. Whether a spouse, child or parent of the bidder or of a director, manager, shareholders or stakeholder in the previous twelve months.

4. Any special conditions as contained in the bid documents.

Bidders scoring the highest points or any bid will not necessarily be accepted, and the Municipality reserves the right to sub-divide the contract and accept any portion of any bid, or determine a multiple award.

Bids will be evaluated in terms of the approved point system 80/20 of Sol Plaatje Municipality as detailed in Preference Points form MBD 6 enclosed in Bid document. Tender validity period should be for 120 days.

NO BIDS BY FAX OR BY E-MAIL WILL BE ACCEPTED. Sealed bids outwardly marked with the relevant contract number.

CONTRACT: – INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF FULL PREPAID METERS must be addressed to the Municipal Manager and placed in the TENDER BOX (OPPOSITE SECURITY), MUNICIPAL STORES COMPLEX, ABATTOIR ROAD, ASHBURNHAM, Kimberley, not later than 11:00 on 18th March 2019.

Bids will be opened in public in the SCU BOARDROOM, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after opening on the same day at 12am.

INVITATION FROM: MUNICIPAL MANAGER
CIVIC OFFICES, SOL PLAATJE DRIVE
PRIVATE BAG X5030,
KIMBERLEY, 8300

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER: ………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: ………………………………………

DATE: ………………………………………
NAME OF BIDDER………………………………………………………………………………………………………………………………………………………………………………

POSTAL ADDRESS………………………………………………………………………………………………………………………………………………………………………………………………

STREET ADDRESS……………………………………………………………………………………………………………………………………………………………………………………

TELEPHONE NUMBER CODE........NUMBER…………………………………………………………………………………………………………………………………………

CELLPHONE NUMBER………………………………………………………………………………………………………………………………………………………………………………

EMAIL ADDRESS……………………………………………………………………………………………………………………………………………………………………………………

FACSIMILE NUMBER CODE ....NUMBER…………………………………………………………………………………………………………………………………………

VAT REGISTRATION NUMBER………………………………………………………………………………………………………………………………………………………………

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) □

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) □

A REGISTERED AUDITOR □

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED? YES/NO

(SIGNATURE OF BIDDER) …………………………………………………………………………………………………………………………………………………………………………………

DATE……………………………………………………………………………………………………………………………………………………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED…………………………………………………………………………………………………………………………………………

TOTAL NUMBER OF ITEMS OFFERED ……………………………...
ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)
ATTACH VALID TAX CERTIFICATE HERE
(Joint Venture both certificates)
TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations. Bids will not be considered if these requirements are not met.

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder MUST now submit TAX COMPLIANCE STATUS PIN NO. Bids WILL NOT be considered if the correct PIN NO and Tax Reference Number are not included in this document.

2. Applications for the Tax Clearance Certificates MUST be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277.

3. The bidder (Name) …………………………………………………... Hereby grants Sol Plaatje Local Municipality Permission to use the following TAX COMPLIANCE STATUS PIN NO …………………………………………………...With reference to the following Tax reference Number………………………………………………....

4. The bidder (Name) …………………………………………………... Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Sol Plaatje Local Municipality on an on-going basis during the Contract Term.

5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Sol Plaatje Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.

6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.

7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and

8. A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER ……………………………………………… DATE: ………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………………………

WITNESS 1 …………………………………………………………… DATE: ………………………………

WITNESS 2 ………………………………………………………………..DATE: ………………………………

NB. To avoid disqualification this page (MBD2) must be fully completed and signed by two witnesses.
ATTACH THE LAND L ORD RECENT MUNICIPALITY ACCOUNT and or CERTIFIED LEASE AGREEMENT HERE
<table>
<thead>
<tr>
<th><strong>MANDATORY</strong> LISTING CRITERIA</th>
</tr>
</thead>
</table>

**CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD):**

1. **Company name**

2. **Contact details**
   - Telephone Number: __________________
   - Fax Number: __________________
   - Cell phone number: __________________
   - Email address: __________________
   - Contact person: __________________

3. **Postal Address:**

4. **VAT registered**
   - Yes □
   - No □
   - If registered, VAT Registration No:

5. **Settlement discount allowed**
   - _______ %
   - For payment within _______ days

6. **Bank account details**
   - Account No.:
   - Branch No.:
   - Bank Name:
   - Branch Name:
   - Bank account type:

7. **Business Municipal Rates and Service Account Number:**
   - **A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document**

8. **Located in Sol Plaatje Municipal Area**
   - Yes □
   - No □

9. **% owned by black male:** _______ %
   - % owned by black female: _______ %
   - % owned by black youth: _______ %
   - % owned by white female: _______ %
   - % owned by disabled persons: _______ %

10. **B-BBEE status level of contribution:**

11. **Indicate main sector. Please select one (1) only:**
   - Agriculture □; Mining and Quarrying □; Manufacturing □; Electricity, Gas, Water □; Construction □;
   - Retail & Motor Trade & Repairs □; Wholesale Trade, Commercial Agents and Allied Services □;
   - Catering & Accommodation & other Trade □; Transport, Storage & Communications □;
   - Finance and Business Services □; Community, Social and Personal Services □

12. **Amount full time employed staff:** _______ 
    - Annual Turnover: R__________
    - Asset Value (Excluding fixed property)
    - R__________

13. **It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period**

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**NAME (PRINT)__________________________ SIGNATURE:__________________________**

**CAPACITY:________________________________________________________________**

**WITNESS (NAME):__________________________ SIGNATURE:__________________________**

**DATE:____________________________________**

Update bid document: 14/02/2019
SOL PLAATJE LOCAL MUNICIPALITY

INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF FULL PREPAID METERS

SPECIFICATIONS AND SPECIAL CONDITIONS:

TECHNICAL SPECIFICATIONS FOR PREPAID METERS

1. SCOPE
The supply and delivery of reliable and durable electricity prepaid meters for single and three phase applications which will be utilized for domestic and commercial purposes.

2. ELECTRICAL REQUIREMENTS
The meter/s may be installed in various electrical networks and shall cater for namely:
Single Phase, 60Amp and be upgradeable via key a token to 80 Amp.
Three phase 80Amp p/phase and upgradeable to 100Amp.
Non-split, split wired, split non-wired, PLC power line carrier and RF radio frequency

2.1 Accuracy
Prepayment meters shall be of accuracy class 2 or better.
All CDU will be connected to System Master Station (SMS) for monitoring financial activity data and other data will be transferred to SMS and backup server of municipality regularly.
Must operate with any vending system. Presently municipality is using Ontec vending system.

2.2 Protection
2.2.1 Current rating
The rated surge withstand of the meter shall be 6kV or more. The 6kA/6kV surge arrestors should provide protection against lightning and voltage surges and the meter can withstand 420 volts for a period of 48 hours or more.
Prepaid meters: The basic current for these meters shall be 10 A or less. The minimum current for a single phase meter shall be at least 60 A but not more than 100 A.
Note that the maximum current as defined here, is the electrical rating of the meter and is not a software implemented feature. It is separate from any power limiting features that may be provided in the meter and which are configured via STS tokens.
As defined by SANS 1524-1 clause 7.9 and IEC 62055-31 Annex C

2.2.2 Disconnection
I. The disconnection device may be single pole. Internal bi-stable latch versions shall be offered for single-phase meters. Tenderer shall indicate the type of disconnecting device used with single and three phase meters.

II. The load shall be disconnected under the following conditions:
a. The credit in the meter has expired.
b. The load power threshold has been exceeded.
c. The meter is in a tampered state.
d. Neutral missing. Meter must immediately disconnect load highly critical.

III. The meter shall indicate whether the load is connected or not and shall display the reason for disconnection.

IV. The load shall be disconnected by means of a latching contactor. Single pole disconnection is acceptable provided a means of reverse polarity detection is incorporated. The contactor shall be rated at 100 Amp continuous.
V. The customer shall not have the option to switch the contactor manually. When the maximum power limit has been exceeded, the mechanism to automatically reconnect the load must ensure that the number of switching cycles is limited. The meter shall attempt to reconnect the load up to 5 times at 30-second intervals. If the over-current condition still exists, the meter shall wait a period of 30 minutes before attempting to reconnect the load.

Update bid document: 14/02/2019
VI. The short-time over-current test as specified in IEC 62052-11, 62053-21 & 62053-23 clause 4.43.

VII. The meter will have protection for under and over voltages; currents and power thresholds which shall also be programmable.

2.2.3 General disconnect requirements

When the supply voltage is removed from the prepayment meter or falls below 80% of the rated voltage, the meter may disconnect the load, providing that the meter shall automatically re-connect the load when the supply voltage is restored to more than 80% of the rated voltage.

No combination of influence quantities within the limits specified in SANS 1524-1 shall cause the meter to supply un-metered electricity, fail to interrupt the load on expiry of credit or execute unspecified load interruptions; (i.e. “nuisance tripping”).

2.2.4 Power Limit and Out of Credit disconnect

The prepayment meter shall have a power limiting function that will automatically disconnect the load when the average power consumed, exceeds the maximum allowed. This function is not intended as a system protection feature.

The prepayment meter shall be able to decrement the credit register but not passed zero, into negative values, if the load is not successfully disconnected when all available credit has been consumed. The meter must switch off the power, negative credit value shall not be allowed.

The disconnection device (for “Power Limiting” and “Out of Credit” conditions) may be single-pole and shall be adequately protected to ensure that disconnection of the load circuit cannot be prevented by external influences e.g. magnetic field interference or mechanical intrusion/damage. (See clause 4.9.8)

The prepayment meter shall store the remaining credit to non-volatile memory at intervals of not greater than 25 kWh. This requirement shall be in addition to any other storage mechanisms that are employed.

2.2.5 Power limiting switch criteria

The following procedure shall be employed, to restrict the number of switching cycles, when the meter is disconnecting the load, in order to limit the average power consumed:

1) Reconnect the load up to five times with 30 s intervals, if the consumption is more than the programmed limit
2) After five attempts, wait for 30 min (the lockout period) if the consumption is still above the limit before repeating the procedure
3) The meter shall give a clear indication if the load has been disconnected to limit the power. This indication shall exist for as long as the load switch is in the “off” state due to this condition.
4) A time-out procedure shall be implemented to reset the load limiting timers when no overload condition has been detected for approximately 30 min.

2.2.6 Additional requirements for prepayment meters with internal load switches

If an internal load switch is used as a disconnection device, the prepayment meter shall comply with the additional requirements specified in IEC 62055-31 Annex C.

2.2.7 General switching criteria

The prepayment meter shall automatically switch the load switch to the “on” state when the supply to the meter is available and the following conditions exist:

1) There is credit available
2) The meter is not in a tampered state;
3) The meter is not in a power limiting state
4) There is not an earth fault or overload condition detected by the meter.

The meter shall not have an interface that will allow the user to manually switch the load switch to the “on” position, apart from the normal function to enter credit which may indirectly cause the load switch contacts to close. (Such a manual button/interface will provide an easy means for the user to switch into intentional faults in attempts to fuse the contacts together.)
2.3 Measurable required

- The meters shall be able to measure import active energy kWh.
- It shall be possible to display at least total kWh consumed and other measurable.
- It shall display trip conditions.
- It shall measure reverse energy and add it to the forward energy to give total consumption.

2.4 Effects of magnetic fields

It shall not be possible to influence the switching operation of the load switch by applying a magnet with the following characteristics, to any user accessible part of the prepayment meter.

Note that measurement units with circuit breaker enclosure formats are not user accessible but measurement units with BS 7856 enclosure formats are user accessible.

All meters shall comply with the requirements of SANS 1524-1 unless differences are defined in this specification which will take precedence.

Prepayment meters that are not designed as split meters (EDs and ECUs) shall be constructed in accordance with the requirements of SANS 1524-1.

The internal components in the active part of the meter shall be protected against unintentional damage during handling and installation in the field.

Provision shall be made for the meter to plug into a standard socket as defined in SANS 1524-1.

All Prepayment meters must provide earth fault and overcurrent protection.

It shall be possible to insert meters that incorporate earth fault and overcurrent protection, into the socket, with the tab indicated in the detail drawing, still in place.

A standard keyboard for energy of numerical data from 0 to 9, with additional keys being allocated as required.

2.5 ELECTROMAGNETIC INTERFERENCE

All meters must operate reliably, even when subjected to electro-magnetic interference at the level of:

Electromagnetic compatibility
(a) Immunity to electromagnetic disturbance
The meter shall be designed in such a way that conducted or radiated electromagnetic disturbances as well as electrostatic discharge do not damage or substantially influence the meter. The disturbances to be considered are:
   i. Electrostatic discharges 15 kV air discharge
   ii. Electromagnetic HF field 80 MHz to 2 GHz @ 10V/m with load 80 MHz to 2 GHz @ 30V/m no load
   iii. Fast transient burst 6kV
(b) Radio interference suppression
The meters shall not generate conducted or radiated noise which could interfere with other equipment. Complies with requirements for CISPR 22.

2.6 TESTING FACILITIES

Bidders must offer meters with full functional test facilities available at the meter. It must be possible for a Technician to initiate via the keypad a built-in test procedure which will test the full functionality of all components such as the processor, displays and output dis-connector.

If there is no available credit, a credit of 50 kWh shall be available to perform further tests on the load side of the installation.

Facilities must be provided either inherently in the meter or by means of additional equipment for a maintenance technician to determine the amount of available credit stored in the meter, without the need for specialized training.

It shall be possible for a Technician to extract the total number of units dispensed via a meter, and the total number of credit transactions entered into the meter during its lifetime.

The meter shall provide a visual indication that the polarity of the single and three phase electrical supply has been incorrectly installed.

The meter shall provide a visual indication of the number of supply-power-ups and the number of overload trips.

2.7 CALIBRATION

All meters shall be delivered calibrated at a SANAS accredited facility, and the meter supplier/calibration facility shall apply a “TESTED” sticker to the meter before delivery.

Calibration shall be retained over the life of the meter.
3. MECHANICAL REQUIREMENTS CONSTRUCTION

The meter is to comprise two main parts:
The active meter this consists of keypad, display LCD and housing cover.

3.1 KEYPAD

A keypad for the entry of credit into the meter is required. It is necessary for the unit transfer meters to have a full Numeric keypad. All data transferred to the meter via the keypad is to be encrypted using a highly secure encryption algorithm. Keys must have a face area of at least 100 mm² and operation of each key must be easily discernible either by the mechanical movement of the key or by means of a tone which sounds when the key is pressed. The unit must display the numbers entered during token entry. Mistakes shall be correctable using a backspace key. The keypad shall be dust and solvent resistant. The keypad must be able to perform no less than 200 000 operations in a 20 year life, at the rate of 2 key presses per second, without malfunctioning of showing signs of mechanical/visible deterioration. The keypad shall have a “clear” button to cancel all previously entered digits. When incorrect or false numbers are repeatedly keyed in the meter must have a facility to disable the keypad for increasing the periods of time for each incorrect entry. The meter must permanently store all previously accepted coded numbers to prevent duplicate numbers being entered and accepted. Each encrypted code supplied from a CDU shall be valid for a specific meter only. An external label showing the unique serial number is to be permanently fixed to the front of the meter. Keypad shall either have a tone, a click sound or alternative mechanical feedback to indicate pressing or depressing of a key on the keyboard. The keyboard shall be constructed such that a visually impaired person can physically detect and determine what buttons are where located on the keypad.

3.2 Display 1

The remaining electricity credit is to be displayed by means of a Liquid Crystal Display (LCD) or LED. The acceptance by the meter of a credit entry must produce an audible response and a visual response must indicate the credit increment to the consumer. The meter must show acceptance or rejection of the token or ‘already used’. The LCD credit display must give the user a warning of low credit when the available credit drops below 50 units. The output circuit breaker must trip at the expiry of the credit. Only ED’s using non-volatile memory for the storage of the available credit shall be considered. The meter shall be able to accept tokens of at least 6 000 KWH & shall store at least 10 000 KWH of available credit.

3.2.1. General requirements

a) The design philosophy of the meter display subsystem should be that a suitable message or indication must be displayed or annunciates for every meter event and alarm without exception.
b) The meter should make provision for the customer or utility personnel to scroll through the displays.
c) The meter should have a default display that displays the following minimum information on entry of the appropriate short code:
   - The Remaining Credit.
   - The power limit.
   - The current Tariff index.

3.2.2 Fault and status display

a) The meter should have at least one LED to indicate the presence of a meter fault.
b) The meter should provide a visible indication of the status of the incoming supply.
c) The meter should provide a visible indication of the status of the load circuit-switching device.
3.3 Display 2
3.3.1 Rate LED
The meter should include a consumption rate indicator LED.

Status/alarm/event displays
Meter must display the following minimum information in an intuitive way such that an inexperienced user can understand and interpret the information intelligibly. Laminated instruction cards are to be provided for each unit.

i) Meter ID.
ii) Out of Credit message
iii) Invalid token entered
iv) Duplicate token entered
v) Meter tamper state
vi) Meter failure and/or fault code
The tenderer must submit a detailed specification of the way in which the display are structured and laid out.

3.3.2 Buzzer/Audible Alarm
An audible signal is required to acknowledge valid and invalid keystrokes, to warn the customer of select state changes, and to operate as an alarm.

Keystroke Tones
The buzzer shall emit separate tones for valid keystrokes and invalid keystrokes.

Alarm Notification
It is preferred that the meter issue a short audible tone that is louder than the meter status change tone when the meter enters the failed state.

3.3.3. Scroll Buttons / Short Codes
The meter shall incorporate buttons or entry of short codes that allow the customer or utility personnel to scroll up or down through the different meter displays.

Enter/Acknowledge Button
A button should be provided for the customer or utility personnel to enter or acknowledge an event or selection on the meter. 12

Technical Features System requirement:
1. The meter shall not accept the Token twice. Each transaction results in a different credit transfer number.
2. There shall be no link between the meter and the vending station. Each meter is a separate stand-alone unit.
3. The meter shall be designed with provision to warn the customer with a series of LED Icons and optionally also with an audible warning when it is “low” on energy.

3.4 Security
All credit and meter management tokens shall be meter specifically encrypted to guarantee security of the system. Encrypted tokens shall not be reusable. Tokens to display status and test the meter may be un-encrypted and reusable.

Token validation
If a token not meant for the meter is applied, the meter should display a message to that effect. Similarly, if a valid token is re-entered into the meter then the meter must display an appropriate message.

Prepayment mode
The basis of this mode is that credit is transferred to the meter, and provided the meter remains in credit, the meter provides supply. The credit register is decremented against current consumption with the countdown total being displayed on the meter display.

3.5 Tamper detection
a) Tamper (cover open) shall be detected either in power supply or without power supply.
b) When the meter detects a tamper condition, it should enter a shutdown state, with an appropriate message. The customer should be disconnected immediately. The tamper status shall be reset by using a uniquely coded tamper reset token that may only be used once.
c) Meter should detect reverse flow of power and measure correctly by forward registration.

A common base section which may be installed on a wall of a building and wired to the incoming supply and the meter section which is to be connected to the base section by screw fixings. Plug-in connectors are not acceptable.
The common base shall have an earth terminal, connected to the “NEUTRAL LINE” terminal, and shall allow a separate earth conductor connection at the “EARTH LOAD” side. This termination shall be a caged clamp.
Addition to the markings required by SANS 1619, the following shall be clearly and indelibly marked: “LINE LIVE”, “LOAD LIVE”, “LINE NEUTRAL”, “LOAD NEUTRAL” and “LOAD EARTH” or similar.
The common base shall be designed for a 25 year life.
The common base shall be supplied with two M20 cable entry holes drilled in the base if required by the configuration specified.
The common base shall comply with ANSI/UL 94, classification V1.
The common base shall be UV-stabilized.
It shall not be possible to access any current carrying points using the standard test finger described in IEC 60529.

**Sealing points**
A method of sealing the meter enclosure shall be provided such that once sealed, opening the meter will require the seal to be broken.
The meter enclosure shall be at least an IP51 rated when sealed.
Terminals for incoming and outgoing cables shall be able to accept 16mm wires.
Cable entry shall be possible via the bottom, top side or rear of the meter base.
It shall be connected between the “LINE” “LIVE” and “NEUTRAL” terminals. The arrester shall be mounted in one of the volumes reserved for this purpose.
The four connectors shall be rated to carry 80 A continuously. The test of contacts shall be performed to verify the reliability of the contacts.
The cable sizes used may vary from 4 mm² to 16 mm² (phase conductor area). It shall be possible to terminate these cables using caged clamps. Innovative methods of terminating concentric cable will be considered.
Multi-phase prepayment meters, and all split prepayment meters shall be designed to adhere to one of the following two enclosure options:

1) The base of the measurement unit shall conform to the BS 7856 enclosure and mounting arrangement. The terminals position and spacing shall be according to the same BS requirements with the addition that clamp screw terminals are optionally allowed. The measurement unit shall be in a high impact resistant case. The meter cover shall be dust-proof and sealable. If a terminal block cover is provided, the cover shall be sealable independently from the meter cover.

2) The measurement unit enclosure shall conform to the standard circuit breaker enclosure format that is suitable for mounting on a 35 mm DIN rail or alternatively with dual-rail mounting capability.

### 3.6 Sealing

Provision shall be made for sealing of the measurement unit with stainless steel seal wires in accordance with DSP 34-749. Where the terminals are contained inside the enclosure, they may be sealed with the same seal(s) as the enclosure. Where implemented, the stainless steel seals shall be applied in such a way that it will not be possible to undo/loosen the mounting screws used to secure the measurement unit to the socket, without breaking these seals. It shall further be impossible to obtain access to the inside of the measurement unit or to the connection terminals without breaking the seals.
The stainless steel seals shall be applied in such a way that they will be easily visible when viewing an installed measurement unit from the front.
Any additional parts or cover plates that may be required to install or seal a meter shall be supplied with the meter.
It shall be possible to install, remove and seal a meter without requiring any special tools,
The meter shall be protected against malfunction due to the ingress of vermin by approved treatment of the printed circuit boards.
The meter shall be effectively sealed to prevent entrance of moisture, rain and dust into its internal parts.

**IP51 - minimum**

NOTE: The credit dispensing system must be STS compliant.

**MARKETING, LABELLING AND DOCUMENTATION**

The following documentation shall be provided for the meters at no additional costs:
An operation instruction pamphlet
An installation instruction pamphlet
The manufacturer/supplier is to supply brochures, videos and posters to assist in the marketing of the system and to explain the procedure in purchasing credit and operation of the ED.

**TRAINING**

Training shall be provided for municipal staff and third-party staff prior to installation of the first meter or on all procured equipment with related applications/devices **AT NO EXTRA COSTS**.
Additional training and Support must be provided for installation, maintenance, future upgrades and on an as needed basis.
3.7 TYPE TESTING REQUIREMENTS

The manufacturer or supplier shall only tender with meters that have been type tested according to the requirements as specified by IEC 62052 part 11 and IEC 62053 part 21, 22 and 23. These type tests shall only be accepted if they were done at an accredited test facility. The supplier of the meters shall obtain SABS approval certificates (RCC certification) to indicate that SABS approve of the type testing in cases where the type testing was done at an international facility. A copy of all test certificates and details of tests performed and the SABS approval certificates shall be submitted with the tender, failure to comply the bidder will not be evaluated and will be set aside.

3.8 Quality Assurances

Bidders shall comply with and be certified to the following ISO levels:
ISO 9001 Quality Systems
Part I: Model for quality assurance in design/development, production, installation and servicing
ISO 9002 Quality Systems
Part II: Model for quality assurance in production and installation
ISO 9003 Quality Systems
Part III: Model for quality assurance in final inspection and test

The following standards form part of this specification and equipment offered shall comply with these standards:
Eskom SCSSAAA9 compliant SABS 1524-1 1990 and part 1: Electricity dispensers TRMSCAAP2- Surge Arrester Gapped arrester
1.2 Ur= 330V MOV arrester 1.2Uc=480V NRS compliant technical specifications for an electricity dispensing system for small and domestic customers ISO 9001 – Quality system (manufacture and design) STS approved Act 85 of 1993 – Occupation health and safety act 0126 Distribution Technology standard for resealing Metering equipment.
All material and equipment supplied, and all works carried out shall comply in every respect with the technical codes of the International Organization for Standardization (ISO) and with the recommendations of the International Electrotechnical Commission (IEC), which apply to the electrical equipment.

3.9 SUBMISSION OF BROCHURES

Bidder shall submit Brochures and data sheets of offered meters along with their bid at time of bid submission.

4. Requirements

Fundamental requirements for meters
All meters shall comply with the requirements of SANS 1524-1 unless differences are defined in this specification which will take precedence.
IEC 62058-11 & 21
Electricity metering equipment (AC) – Acceptance inspection – part 21: Particular requirements for electromechanical meters for active energy (classes 1 and 2).
IEC 60735
Testing equipment for electrical energy meters.
IEC 62052-11
Electricity metering equipment (AC)- General requirements, tests and test Conditions- Part 11: Metering equipment
IEC 62055
Part 21: Framework for standardization
Part 31: Particular requirements- Static payment meters for active energy (classes 1).
IEC 62052-11, 62053-21 & 62053-23
Alternating current static watt-hour meters (classes-1)
IEC 61038
Time switches for tariff and load control
IEC 62056-21
Electricity Metering - Data exchange for meter reading, tariff and load control – Part 21: Direct local data exchange.
ISO 9001
Code of practice for quality systems part 1: Model for quality assurance in design/development, production, installation and servicing.
Others
All other relevant IEC specifications for metering equipment

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The requirements of SANS 1524-1 clause 6 shall apply.
Requirements as specified in SANS 1524-1 clause 7 shall apply.
Common base
All common bases shall comply with the following requirements of SANS 1619:

a) Clause 4.1 Construction
Paragraph 4.1.1.7
Paragraph 4.1.1.9

b) Clause 4.2 Fire resistance
(The entire clause) This test is carried out on the case of the common base (a 650°C test).

c) Clause 4.3 Resistance to impact (The entire clause)
d) Clause 4.4 Resistance to solvents (The entire clause)

e) Clause 5 Tests
Paragraph 5.1.2
Paragraph 5.1.3

Paragraphs 5.4, 5.6 and 5.8 of SANS 62052-11 shall apply to the terminal blocks in the common base. In clause 5.6 of SANS 62052-11 the outdoor meter clearances and creep age distances shall apply.

The base of the measurement unit shall conform to the BS 7856 enclosure and mounting common base arrangement.
The meter number (decoder reference number) and barcode shall be clearly and permanently displayed on the front of the measurement unit enclosure as defined in SANS 1524-1 clause 5.1. (Note that the Manufacturer Codes for prepayment meters are administered by the STS Association and are different from the codes used for conventional meter manufacturers.)

Marking of meter for all meter types
It shall be possible to clearly display the meter number(s) on the CIU for the currently active measurement unit of a split meter. It shall further be possible to change the displayed number(s) accordingly whenever the measurement unit or the CIU is replaced.
The user interface on the meter, as well as on the CIU for a split meter, shall display the STS compliant logo at least 7mm high and clearly visible from the front of the installed device. The measurement unit for a split meter shall also display the STS logo to be visible when the unit is installed, but it may be smaller in size.

Other information as defined in SANS 1524-1 clause 5.1 shall also be displayed.
Every measurement unit and CIU shall clearly signify the following matching colour indications, to facilitate easy identification of the communication type for the main user interface:

- White or none - No remote interface provided (i.e. not a split meter)
- Grey or black - Power Line Carrier
- Yellow or orange - Pilot Wire communication
- Blue or green - RF communication
- Pink or purple - Other communication type
- Red - Reserved

Manufacturing and configuration information marked on all meters
The following minimum manufacture/configuration related information shall be visible from the outside of an uninstalled measurement unit. The information shall be protected in such a manner that it is not possible for a customer to delete, change or otherwise make illegible the information displayed on an installed measurement unit. It is therefore recommended that this information be applied to the back cover of the measurement unit, or to the side of a circuit breaker format enclosure.

1) Meter model/version number (as per RFM or meter approval.) Refer to document DPC 34-1466 for further information.
2) Date of manufacture
3) Supply Group Code
4) Tariff index
5) Amp limit or Power limit
6) Calibration accuracy
7) Interface type to the CIU for a split meter, e.g. Power Line, Pilot Wire or RF Comms
**Interface port**
The communication interface to the CIU of a split meter is not specified and implementation thereof is left for the discretion of the manufacturer.
The prepayment meter shall have an interface port that may be used for connection to a HHU, meter configuration tool or other communication device.
It shall be possible to inject all the supported STS tokens via the port and read the results were provided.
It shall also be possible to read and/or write all the mandatory registers directly through the port as defined in STS Companion specification, STS 201-15.1.0. (FOIN 15.001.01)
Additional proprietary information may optionally be transferred through this port, but it shall not be possible to change any settings which are normally encrypted under STS, or insert credit into the meter, unless such information is encrypted as STS tokens.
Optical Interface The meter shall have an IEC 62055-52 compliant optical communication port. This should allow the utility to access via front for variety of customer information stored inside the meter and to upload it into a hand-held unit (HHU).

**Energy accounting**

**Historic consumption**
The meter should provide the following historical view of consumption.
- a) Meter total consumption to date
- b) Previous 30 days operation consumption

**Cumulative energy consumption**
- a) This register records the cumulative consumption since the meter was commissioned.
- b) The units of storage are kWh, displayed with a resolution of 100Wh.

**SPECIAL CONDITIONS**
The prepaid meters must be locally manufactured minimum 70 percent according to DTI requirements. Local content.
Bidder must supply confirmation or certification from SABS and DTI that the percentage of local content is indeed 70 percent or more. If this is not submitted the bidder will be disqualified immediately.
Due to the unique TID token identifier roll over bidder should only supply new meters that are from 2014 base date and proof of such should be provided. Meters that are 1993 base date will no longer be accepted. If this is not submitted the bidder will be disqualified.
Per meter price must be included the municipality will order according to municipal requirements. The quantity will be determined by the price of the meter.

The following SANS Certification must be attached to the Bid document and failure to submit will lead to disqualification.
- SANS 1524
- SANS 1619
- SANS 62052

A copy of all test certificates and details of tests performed and the SABS approval certificates shall be submitted with the tender, failure to comply the bidder will not be evaluated and will be set aside.
## PRICE SCHEDULE

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Unit Price p/meter</th>
<th>Total cost Incl. Delivery (vat inclusive)</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Section A</strong> – single phase</td>
<td></td>
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<tr>
<td>1</td>
<td>Non split prepaid meters 60 Amp single phase</td>
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<tr>
<td>2</td>
<td>Non split prepaid meters 80Amp single phase</td>
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<tr>
<td>3</td>
<td>Split wired prepaid meters 60 Amp single phase</td>
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<td>4</td>
<td>Split wired prepaid meters 80Amp single phase</td>
<td></td>
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<tr>
<td>5</td>
<td>Split non wired (RF) prepaid meters 60 Amp single phase</td>
<td></td>
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<tr>
<td>6</td>
<td>Split non wired (RF) prepaid meters 80 Amp single phase</td>
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<tr>
<td>7</td>
<td>PLC Single phase 60 Amp</td>
<td></td>
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<tr>
<td>8</td>
<td>PLC Single phase 80 Amp</td>
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<td></td>
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</tbody>
</table>

**SUBTOTAL A**  

| **Section B** – three phase                                                   |                    |                                  |
| 9        | Non Split wired prepaid meters 80Amp three phase                            |                    |                                          |
| 10       | Split wired prepaid meters 80 Amp three phase                               |                    |                                          |
| 11       | Split non wired (RF) prepaid meters 80 Amp three phase                      |                    |                                          |
| 12       | PLC three phase 80 Amp                                                      |                    |                                          |

**SUBTOTAL B**  

| **Section C** – three phase 100 amp                                           |                    |                                  |
| 13       | Non Split wired prepaid meters 100Amp three phase                           |                    |                                          |
| 14       | Split wired prepaid meters 100 Amp three phase                              |                    |                                          |
| 15       | Split non wired (RF) prepaid meters 100Amp three phase                      |                    |                                          |
| 16       | PLC three phase 100 Amp                                                     |                    |                                          |

**SUBTOTAL C**

### SUMMARY

Section A ...........................................

Section B ...........................................

Section C ...........................................

**NB!!** Evaluation will take place per section.
DELIVERY TIME ______________________________________________________

SETTLEMENT DISCOUNT ALLOWED _________________% ________DAYS

THESE BID PRICES WILL HOLD GOOD UNTIL_______________________________

VALUE ADDED TAX AS WELL AS DELIVERY COSTS TO THE MUNICIPAL STORES MUST BE INCLUDED IN ALL PRICES

**N.B.:** PRICES MUST HOLD GOOD FOR AT LEAST 120 DAYS FROM COMMENCEMENT DATE.

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND BID CONDITIONS

SIGNATURE OF BIDDER _________________________________________________

NAME OF FIRM:_______________________________________________________

ADDRESS: __________________________________________________________

_______________________________________________________________

TEL NO.: _______________ FAX NO.: ___________________

SIGNATURE OF TENDERER: __________________________ DATE: __________________

WITNESSES: 1. __________________ 2. ___________________________
SOL PLAATJE LOCAL MUNICIPALITY

METHOD OF PRICING AND PRICE ADJUSTMENTS

THIS BID WILL NOT BE CONSIDERED IF ONE OF THE FOLLOWING OPTIONS OF THIS DOCUMENT (MBD 3.2) IS NOT SELECTED AND FULLY COMPLETED.

CONTRACT REF NO: INFRA/CEE13/2018 – SUPPLY AND DELIVERY OF FULL PREPAID METERS

PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT. SELECT NUMBER 1 OR NUMBER 2

1. □ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.
   N.B.: BASE PRICES MUST BE FIRM FOR 120 DAYS FROM COMMENCEMENT DATE OF CONTRACT.

2. □ Prices not firm for the duration of this contract and price variations are applicable

   If prices are not firm and number 2 was selected, select only one of the following options (A, B or C). One of the options MUST be selected if prices are not firm. If none or more than one (1) options were selected it will disqualify the bid.

   A. □ NON-FIRM PRICES SUBJECT TO ESCALATION

      1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

      2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

         \[ P_d = (1 - V_p)P_I \left( \frac{R_{1t}}{R_{1o}} + \frac{R_{2t}}{R_{2o}} + \frac{R_{3t}}{R_{3o}} + \frac{R_{4t}}{R_{4o}} \right) + V_P t \]
Where:

\[ \text{Pa} = \text{The new escalated price to be calculated.} \]

\[ (1-V)Pt = 85\% \text{ of the original bid price. Note that Pt must always be the original bid price and not an escalated price.} \]

\[ D1, D2, \ldots = \text{Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2 \ldots etc. must add up to 100\%.} \]

\[ R1t, R2t, \ldots = \text{Index figure obtained from new index (depends on the number of factors used).} \]

\[ R1o, R2o = \text{Index figure at time of bidding.} \]

\[ VPt = 15\% \text{ of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.} \]

3. The following index/indices must be used to calculate your bid price:

Index\ldots\ldots. Dated\ldots\ldots. Index\ldots\ldots. Dated\ldots\ldots. Index\ldots\ldots. Dated\ldots\ldots.


4. Furnish a breakdown of your price in terms of above-mentioned formula. The total of the various factors must add up to 100\%.

<table>
<thead>
<tr>
<th>FACTOR (D1, D2 etc. e.g. Labour, transport etc.)</th>
<th>PERCENTAGE OF BID PRICE</th>
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</table>

B. Prices subject to rate of exchange variations

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

<table>
<thead>
<tr>
<th>PARTICULARS OF FINANCIAL INSTITUTION</th>
<th>ITEM NO</th>
<th>PRICE</th>
<th>CURRENCY</th>
<th>RATE</th>
<th>PORTION OF PRICE SUBJECT TO ROE</th>
<th>AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD</th>
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Update bid document: 14/02/2019
2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

<table>
<thead>
<tr>
<th>AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:</th>
<th>DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE</th>
<th>DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE</th>
<th>DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE</th>
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C. □ None firm prices based on documentary evidence (including actual supplier’s invoices, motivations and letters of confirmation from the bidder’s supplier)

I/WE AGREE TO THE CONDITIONS AS SET OUT IN THE ATTACHED SPECIFICATIONS AND CONDITIONS OF BIDDER

SIGNATURE OF BIDDER: __________________________________________________________

NAME OF COMPANY: ____________________________________________________________

ADDRESS: ____________________________________________________________________

__________________________________________________________________________

CELL TELEPHONE NO: ________________________ FAX NO. __________________________

E-MAIL ADDRESS: _____________________________________________________________

AS WITNESSES: 1. ______________________Name Print ___________________
               2. ______________________Name Print ___________________

DATE:…………………………………………………………

N.B: This form must be signed by the bidder and witnesses. Removal of any of the details from the Bid documents may disqualify the bidder.
AMENDMENTS AND ALTERATIONS: ANNEXURE A

If the bidder desires to amend, vary or alter any of the specifications, conditions of contract, schedule of prices, he/she is to state so hereunder and is to set out clearly the details and character of any amendments, variations or alterations he proposes, together with the variation in cost from his bid price, if there be any variation.

Unless noted in this page when bidding or supported by a covering letter attached to this bid, no variations or alterations which the bidder desires to put forward or into effect, will be executed strictly in accordance with these documents.

SIGNATURE OF BIDDER ____________________________________________

DATE: __________________________

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: ………………………………………………………………………

Department: ……………………………………………………………………………………………

Contact Person: ………………………………………………………………………………………

Tel: ………………………………………………………………………………………………………

Fax: ………………………………………………………………………………………………………

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Department: ……………………………………………………………………………………………

Contact Person: ………………………………………………………………………………………

Tel: ………………………………………………………………………………………………………

Fax: ………………………………………………………………………………………………………
DECLARATION OF INTEREST

BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED AND THEIR NAMES AND COMPANY DETAILS WILL BE SUBMITTED TO NATIONAL TREASURY AND PROVINCIAL TREASURY TO BE BLACK LISTED. SHOULD YOUR INTEREST BE DISCOVERED AFTER THE AWARD OF THE CONTRACT THE MUNICIPALITY SHALL TERMINATE YOUR CONTRACT ON THE BASIS OF THE ABOVE.

1. No bid will be accepted from persons in the service of the State. (Employed by the State)

2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her representative:………………………………………………

3.2 Identity Number: …………………………………………………………………………………

3.3 Position occupied in the Company (director, trustee, shareholder)…………………………

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 must be indicated in paragraph 4 below.

3.8 Are you presently in the service of the State? (Employed by the State)? YES / NO

3.8.1 If yes, furnish particulars. …………………………………………………………………………

MSCM Regulations: “in the service of the State” means to be –

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

“Shareholder” means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company.
3.9 Have you been in the service of the State (employed by the State) for the past twelve months?  
   YES / NO

   3.9.1 If yes, furnish particulars
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

3.10 Do you have any relationship (family, friend, other) with persons in the service of the State (employed by the State) and who may be involved with the evaluation and or adjudication of this bid?  
   YES / NO

   3.10.1 If yes, furnish particulars.
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the State (employed by the State) who may be involved with the evaluation and or adjudication of this bid?  
   YES / NO

   3.11.1 If yes, furnish particulars
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?  
   YES / NO

   3.12.1 If yes, furnish particulars.
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

3.13 Are any spouse, child or parent of the company’s directors, trustees, managers, principle shareholders or stakeholders in the service of the State (employed by the State)?  
   YES / NO

   3.13.1 If yes, 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

   3.14.1 If yes, furnish particulars:
   ………………………………………………………………………………………………………
   ………………………………………………………………………………………………………

<table>
<thead>
<tr>
<th>Full Name</th>
<th>Identity Number</th>
<th>State Employee Number</th>
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</table>

**DECLARATION**

I, THE Undersigned (NAME)……………………………………………………………………………………

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

……………………………….……………………………….
Signature Date

……………………………….……………………………….
Position (Print) Name of bidder

**FAILURE TO SIGN THE DOCUMENT WILL LEAD TO DISQUALIFICATION**
PREFERENCE POINT SYSTEM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

PURCHASES

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.


1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:
   - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
   - 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 exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable.

1.3 Preference points for this bid shall be awarded for:
   (a) Price; and
   (b) B-BBEE Status Level of Contribution.

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

<table>
<thead>
<tr>
<th>POINTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>PRICE</td>
</tr>
<tr>
<td>B-BBEE STATUS LEVEL OF CONTRIBUTION</td>
</tr>
<tr>
<td>Total points for Price and B-BBEE must not exceed</td>
</tr>
</tbody>
</table>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

(a) “all applicable taxes” includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

(b) “B-BBEE” means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(c) “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;

(d) “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;

(e) “Broad-Based Black Economic Empowerment Act” means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;

(f) “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;

(g) “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;

(h) “contract” means the agreement that results from the acceptance of a bid by an organ of state;

(i) “EME” means an Exempted Micro Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(j) “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;

(k) “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;

(l) “non-firm prices” means all prices other than “firm” prices;

(m) “person” includes a juristic person;

(n) “QSE” means a Qualifying Small Enterprise as defined by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(o) “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;

(p) “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;

(q) “total revenue” bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the Government Gazette on 9 February 2007;

(r) “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

(s) “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:

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<tr>
<th>80/20</th>
<th>90/10</th>
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Update bid document: 14/02/2019
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:

<table>
<thead>
<tr>
<th>B-BBEE Status Level of Contributor</th>
<th>Number of points (90/10 system)</th>
<th>Number of points (80/20 system)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>10</td>
<td>20</td>
</tr>
<tr>
<td>2</td>
<td>9</td>
<td>18</td>
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<td>3</td>
<td>6</td>
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<td>7</td>
<td>2</td>
<td>4</td>
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<tr>
<td>8</td>
<td>1</td>
<td>2</td>
</tr>
<tr>
<td>Non-compliant contributor</td>
<td>0</td>
<td>0</td>
</tr>
</tbody>
</table>

5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.

5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.

5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.

5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.

5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.

5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:
7. **B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 **B-BBEE Status Level of Contribution:** = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.)

8. **SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

8.1.1 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.

*(Tick applicable box)*

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

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

9.1 Name of company/firm:..........................................................................................  
9.2 VAT registration number:......................................................................................  
9.3 Company registration number:...............................................................................  
9.4 **TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium  
- One person business/sole propriety  
- Close corporation  
- Company  
- (Pty) Limited

*(Tick applicable box)*

9.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

........................................................................................................................................  
........................................................................................................................................  
........................................................................................................................................  
........................................................................................................................................  
........................................................................................................................................  

9.6 **COMPANY CLASSIFICATION**

- Manufacturer  
- Supplier  
- Professional service provider  
- Other service providers, e.g. transporter, etc.

*(Tick applicable box)*

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: .................................................................  
Registered Account Number: ..........................................................  
Stand Number: ..................................................................................  

Update bid document: 14/02/2019
9.8 Total number of years the company/firm has been in business: __________________________

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-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

(e) forward the matter for criminal prosecution.

N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES (FAILURE TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

SIGNATURE: ________________________________________________

NAME: (PRINT) ______________________________________________

DULY AUTHORISED TO SIGN ON BEHALF OF ________________________________________________

____________________________________________________________________________________

ADDRESS _____________________________

____________________________________________________________________________________

TELEPHONE NO. __________________________

DATE __________________________

WITNESS (1) ___________________________ NAME (PRINT) ___________________________

WITNESS (2) ___________________________ NAME (PRINT) ___________________________

Update bid document: 14/02/2019
ATTACHED CERTIFIED COPY OF B-BBEE CERTIFICATE HERE
What are the other firms’ principal business activities? _________________________________

Describe all property agreements relating to facilities shared:

<table>
<thead>
<tr>
<th>FACILITY</th>
<th>MONTHLY RENTAL</th>
<th>AMOUNT</th>
<th>OWNER</th>
<th>AGREEMENT VERBAL/WRITTEN</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

(F) Did the firm exist under a previous name? (√ tick one box)

Yes ☐ No ☐

If yes, what was its previous name and who were the owners/ partners/directors?

________________________________________________________________________
________________________________________________________________________

(G) Identify any owner or shareholder who has membership interest, or is an employee of, or has duties in another business enterprise, which has also tendered for this contract.

<table>
<thead>
<tr>
<th>OWNER/SHAREHOLDER</th>
<th>NAME &amp; ADDRESS OF OTHER FIRM</th>
<th>TITLE IN OTHER FIRM</th>
<th>% OWNERSHIP</th>
<th>TYPE OF BUSINESS OF OTHER FIRM</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
</tr>
</tbody>
</table>

(H) Is this a joint venture contract? (√ tick one box)

Yes ☐ No ☐

If yes, describe the joint venture (with what firm and value of work)

________________________________________________________________________
________________________________________________________________________
The undersigned, who warrants that he/she is duly authorised to do so on behalf of the firm, affirms that:

(i) the information furnished is true and correct;
(ii) no part of this contract, other than stated at the time of bid or application, will be subcontracted to other parties.
(iii) the signatory to the bid document is duly authorised thereto;
(iv) documentary proof regarding any bidding issues will, when required, be submitted to the satisfaction of the Municipality.
(v) Upon detecting any false claim or statement will result in the de-registration and the bidder will be prevented from participating in future contracts for a period of three (3) years.

N.B.: THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES (FAILURE TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

SIGNATURE: __________________________________________________________

NAME: (PRINT) _________________________________________________________

DULY AUTHORISED TO SIGN ON BEHALF OF ________________________________

_______________________________________________________________________

ADDRESS __________________________________________________________________

____________________________________________________________________________

TELEPHONE NO. _________________________________________________________

DATE ________________________________________________________________

WITNESS (1) ______________________________ NAME (PRINT)____________________

WITNESS (2) ______________________________ NAME (PRINT)____________________
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, 2011, 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, 2011 (Regulation 9) makes provision for the promotion of local production and content.

1.2. Regulation 9(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two-stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

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:

\[ LC = \left(1 - \frac{x}{y}\right) \times 100 \]

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.

1.6 A bid may be disqualified if –

(a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and

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

2. Definitions

2.1. “bid” includes written price quotations, advertised competitive bids or proposals;

2.2. “bid price” price offered by the bidder, excluding value added tax (VAT);

2.3. “contract” means the agreement that results from the acceptance of a bid by an organ of state;

2.4. “designated sector” means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;

2.5. “duly sign” means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).

2.6. “imported content” means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;

2.7. “local content” means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;

2.8. “stipulated minimum threshold” means that portion of local production and content as determined by the Department of Trade and Industry; and

2.9. “sub-contract” means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. 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:
MBD 6.2

Description of services, works or goods | Stipulated minimum threshold
---------------------------------------|-----------------------------
______________________________ | _____% 
______________________________ | _____% 
______________________________ | _____% 

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

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
</tr>
</thead>
</table>

4.1 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](http://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):

<table>
<thead>
<tr>
<th>Currency</th>
<th>Rates of exchange</th>
</tr>
</thead>
<tbody>
<tr>
<td>US Dollar</td>
<td></td>
</tr>
<tr>
<td>Pound Sterling</td>
<td></td>
</tr>
<tr>
<td>Euro</td>
<td></td>
</tr>
<tr>
<td>Yen</td>
<td></td>
</tr>
<tr>
<td>Other</td>
<td></td>
</tr>
</tbody>
</table>

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

5 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 ......................................................................................................................... (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
   (ii) the declaration templates have been audited and certified to be correct.

(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:

<table>
<thead>
<tr>
<th>Description</th>
<th>Formula</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Bid price, excluding VAT (y)</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Imported content (x), as calculated in terms of SATS 1286:2011</td>
<td></td>
<td>R</td>
</tr>
<tr>
<td>Stipulated minimum threshold for local content (paragraph 3 above)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Local content %, as calculated in terms of SATS 1286:2011</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

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).

N.B.: THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES

SIGNATURE: _____________________________________________________________

NAME: (PRINT) __________________________________________________________

DULY AUTHORISED TO SIGN ON BEHALF OF __________________________________

__________________________________________________________________________

ADDRESS ________________________________________________________________

_______________________________________

__________________________________________________________________________

TELEPHONE NO. ____________________________________________________________

DATE ____________________________________________________________________

WITNESS (1) ___________________________ NAME (PRINT)____________________

WITNESS (2) ___________________________ NAME (PRINT)____________________
## Annex C

### Local Content Declaration - Summary Schedule

<table>
<thead>
<tr>
<th>Tender Item no's</th>
<th>List of Items</th>
<th>Tender price - each (ex VAT)</th>
<th>Exempted imported value</th>
<th>Tender value net of exempted imported content</th>
<th>Imported value</th>
<th>Local value</th>
<th>Local content % (per item)</th>
</tr>
</thead>
<tbody>
<tr>
<td>(C18)</td>
<td>(C19)</td>
<td>(C20)</td>
<td>(C21)</td>
<td>(C22)</td>
<td>(C23)</td>
<td>(C24)</td>
<td>(C25)</td>
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</tr>
</tbody>
</table>

**Calculation of local content**

**Tender summary**

- Tender Qty: (C26)
- Total tender value: (C29)
- Total exempted imported content: (C31)
- Total imported content: (C33)
- Total tender value net of exempted imported content: (C31)
- Total imported content: (C33)
- Total local content: (C34)
- Average local content % of tender: (C35)

**Note:** VAT to be excluded from all calculations.

---

Signature of tenderer from Annex B

Date: ____________________
### Annex D

**Imported Content Declaration - Supporting Schedule to Annex C**

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>(D11)</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred lending costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total landed cost incl VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tr>
</tbody>
</table>

**Note:** VAT to be excluded from calculations.

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>(D2)</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred lending costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total landed cost incl VAT</th>
</tr>
</thead>
<tbody>
<tr>
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<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Tender description:</th>
<th>(D3)</th>
<th>Description of imported content</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred lending costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total landed cost incl VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</tbody>
</table>

<signature>

**Date:**

---

### B. Imported directly by the Tenderer

**Calculation of imported content**

<table>
<thead>
<tr>
<th>Tender No.</th>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred lending costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total landed cost incl VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
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<td></td>
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<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Tender Qty</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<signature>

**Date:**

---

### C. Imported by a 3rd party and supplied to the Tenderer

**Calculation of imported content**

<table>
<thead>
<tr>
<th>Description of imported content</th>
<th>Unit of measure</th>
<th>Local supplier</th>
<th>Overseas Supplier</th>
<th>Foreign currency value as per Commercial Invoice</th>
<th>Tender Exchange Rate</th>
<th>Local value of imports</th>
<th>Freight costs to port of entry</th>
<th>All locally incurred lending costs &amp; duties</th>
<th>Total landed cost excl VAT</th>
<th>Total landed cost incl VAT</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Summary**

<table>
<thead>
<tr>
<th>Quantity imported</th>
<th>Total imported value</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<signature>

**Date:**

---

### D. Other foreign currency payments

**Calculation of foreign currency payments**

<table>
<thead>
<tr>
<th>Type of payment</th>
<th>Local supplier making the payment</th>
<th>Overseas beneficiary</th>
<th>Foreign currency value paid</th>
<th>Tender Exchange Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D44)</td>
<td>(D47)</td>
<td>(D48)</td>
<td>(D49)</td>
<td>(D50)</td>
</tr>
</tbody>
</table>

**Summary of payments**

<table>
<thead>
<tr>
<th>Local value of payments</th>
</tr>
</thead>
<tbody>
<tr>
<td>(D51)</td>
</tr>
</tbody>
</table>

<signature>

**Date:**

---

This total must correspond with Annex C - C33.
### Local Content Declaration - Supporting Schedule to Annex C

<table>
<thead>
<tr>
<th>Local Products</th>
<th>Description of items purchased</th>
<th>Local suppliers</th>
<th>Value</th>
</tr>
</thead>
<tbody>
<tr>
<td>(E6)</td>
<td></td>
<td>(E7)</td>
<td>(E8)</td>
</tr>
<tr>
<td>(E9) Total local products (Goods, Services and Works)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E10) Manpower costs</td>
<td>(Tenderer's manpower cost)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E11) Factory overheads</td>
<td>(Rental, depreciation &amp; amortisation, utility costs, consumables etc.)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>(E12) Administration overheads and mark-up</td>
<td>(Marketing, insurance, financing, interest etc.)</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: ____________________________

Note: VAT to be excluded from all calculations
DECLARATION OF BIDDER’S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

**Penalty:**
Upon detecting any false claim or statement hereunder will result in the bidder’s de-registration and the bidder will be prevented from participation in future contracts for a period of three (3) years.

1. This Municipal Bidding Document must form part of all bids invited.
2. It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
3. The bid of any bidder may be disregarded if that bidder, or any of its directors have-
   a. abused the institution’s supply chain management system;
   b. committed fraud or any other improper conduct in relation to such system; or
   c. failed to perform on any previous contract.
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

<table>
<thead>
<tr>
<th>Item</th>
<th>Question</th>
<th>Yes</th>
<th>No</th>
</tr>
</thead>
<tbody>
<tr>
<td>4.1</td>
<td>Is the bidder or any of its directors listed on the National Treasury’s database 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 National Treasury after the <strong>audi alteram partem</strong> rule was applied).</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.1.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2</td>
<td>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)? To access this Register enter the National Treasury’s website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon “Register for Tender Defaulters” or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.2.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3</td>
<td>Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.3.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4</td>
<td>Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</td>
<td></td>
<td></td>
</tr>
<tr>
<td>4.4.1</td>
<td>If so, furnish particulars:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)…………………………………………………………
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS 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.

N.B.: THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES (FAILURE TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

..........................................................................................  ..............................................................
Signature                                                  Date

..........................................................................................  ..............................................................
Position                                                  Name of Bidder

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

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

WITNESSES
1.................................................................
Name Print ........................................

2.................................................................
Name Print ........................................
CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids invited.

2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
   a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution’s supply chain management system and or committed fraud or any other improper conduct in relation to such system.
   b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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.
CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

________________________________________________________________________________________

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

_______________________________________________________________

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:______________________________________________________________

(Name of Bidder)

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:

   (a) has been requested to submit a bid in response to this bid invitation;

   (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and

   (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium 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.

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.

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.

11. N.B.:- THIS FORM MUST BE SIGNED BY THE BIDDER AND TWO WITNESSES( FAILER TO COMPLY TO THIS WILL LEAD TO DISQUALIFICATION)

…………………………………………………  ………………………………………
Signature  Date

…………………………………………………  ………………………………………
Position  Name of Bidder (print)

WITNESS (1) ______________________________ NAME (PRINT)______________________

WITNESS (2) _________________________ NAME (PRINT)______________________
NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to Sol Plaatje Municipality bids, contracts and orders; and
(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with Sol Plaatje Municipality.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 11H00, as per Post Office official time.

1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 “Day” means calendar day.

1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.

1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.

1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 “Dumping” occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 “GCC” means the General Conditions of Contract.
1.15 “Good standing” means not being blacklisted or involved in illegal activities, must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.

1.16 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.17 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.18 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.19 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.20 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.21 “Project site,” where applicable, means the place indicated in bidding documents.

1.22 “Purchaser” means the organization purchasing the goods.

1.23 “Republic” means the Republic of South Africa.

1.24 “SCC” means the Special Conditions of Contract.

1.25 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.26 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

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.

2.1 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.
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.

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:

(a) a 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

(b) 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 in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.
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 inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.

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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies 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 supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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 23 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, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. **Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) 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
(e) 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 in SCC, 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:

(a) 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
(b) in the event of termination of production of the spare parts:
   (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty / Guarantee

15.1 The supplier warrants or guarantees (which applicable to be indicated) 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 or guarantee (which applicable to be indicated) 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 / guarantee.

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 in SCC, 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 in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

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 in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 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.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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:

(a) 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;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) 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.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping 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, Sol Plaatje Municipality 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 favorable difference shall on demand be paid forthwith by the contractor to Sol Plaatje Municipality or Sol Plaatje Municipality 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
   (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
   (b) the purchaser shall pay the supplier any monies due the supplier.

28. **Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
   (a) 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
   (b) 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 in SCC.

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 Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.