



# SOL PLAATJE MUNICIPALITY BID DOCUMENT

**LATE SUBMISSION OF BIDS WILL NOT BE ACCEPTED.**

Original bid documents must be submitted in a sealed envelope marked  
" ENVELOPE 1 ORIGINAL "

A duplicate of the Original Bid document must be submitted in a sealed, separate envelope marked  
'ENVELOPE 2 DUPLICATE'

If bids are submitted in one envelope containing one original and one duplicate, it must be clearly stated. The duplicate must be a true reflection of the original Bid Document, and supporting documents must be certified.

I hereby declare that the copy submitted is a true reflection of the original bid.

Bidder Signature: \_\_\_\_\_ Date: \_\_\_\_\_

<b>CONTRACT NUMBER:</b>	<b>INF/CEE04/2024</b>
<b>DESCRIPTION:</b>	<b>SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL</b>
<b>THE OFFER CONTAINS</b>	MBD1, MBD 2, MBD3.1, MBD3.2, MBD3.3 (if applicable), MBD4, listing criteria, MBD6, MBD 6.1, MBD 6.2 (if applicable) MBD8, MBD 9 and General Conditions of Contract
<b>ALL PAGES MUST BE SIGNED AND WITNESSED BY TWO WITNESSES, WHERE REQUIRED.</b>	
<b>NAME OF BIDDER</b>	
<b>PHYSICAL TRADING OFFICE ADDRESS</b>	
<b>CSD NUMBER:</b>	<b>MAAA</b>
<b>BID PERIOD: For the period commencing</b>	
PREPARED FOR: <b>G. Mathidibe</b> SOL PLAATJE MUNICIPALITY PRIVATE BAG X5030 KIMBERLEY 8300	PREPARED BY: B. Nkoe
<b>CLOSING DATE: 25 AUGUST 2025</b>	<b>TIME: 10H00</b>

# BIDDER CHECKLIST

**CONTRACT NUMBER: INF/CEE04/2024 – SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL**

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.)**

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. <b>No bid will be accepted from persons in the service of the state<sup>1</sup>.</b>	
9	Submit the Central Supplier database report (CSD).	
10	Submit valid certified BBBEE certificate (MBD 6.1) or Sworn affidavit	
11	Submit a current Municipal Account or Lease Agreement	
12	Submit Medical Certificate where specific goal for disability is applicable	
13	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
14	Declaration of bidder's past supply chain management practices (MBD 8)	
15	Certificate of Independent Bid Determination – (MBD9)	
16	Did you submit <b>one (1)</b> original and <b>one (1)</b> copy of the bid documents?	
17	Take note and understand the Special Conditions, where applicable?	
18	Did you complete and sign the Listing Criteria as included in the bid document?	
19	Did you <b>initial every page</b> of your original submission?	
20	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
21	Did you attend the compulsory briefing session where required?	
22	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

**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: \_\_\_\_\_

**SOL PLAATJE MUNICIPALITY  
INVITATION TO BID  
PART A  
INVITATION TO BID**

**THE FOLLOWING PARTICULARS MUST BE FURNISHED**

**YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE SERVICES INFRASTRUCTURE**

BID NUMBER:	<b>INF/CEE04/2024</b>	CLOSING DATE:	<b>25/08/2025</b>	CLOSING TIME:	<b>10H00</b>
DESCRIPTION	<b>SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL</b>				
	<p>To render services on behalf of the Sol Plaatje Municipality, as may be required for <b>36 months</b> as indicated on this bid document, from the time of the award.</p> <p>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.</p> <p><b>One complete set of documents is available at <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> or <a href="http://www.solplaatje.org.za">http://www.solplaatje.org.za</a> at no cost.</b></p> <p>One complete set of documents is available from SCU Contracts Section, Municipal Stores Complex, Abattoir Road, Ashburnham, Kimberley, upon payment of an amount of <b>R500-00 (Five hundred rand)</b>, which is non-refundable.</p> <p>Payment must be made at the cashiers on a "NO 10 deposit slip" using the following <b>mSCOA vote no</b></p> <p><b>21 12 1 42 451 0 SG ZZZ ZZ WM</b></p>				

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

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT  
SOL PLAATJE MUNICIPALITY

SCM UNIT – MUNICIPAL STORES COMPLEX
ABATTOIR ROAD, ASHBURNHAM
KIMBERLEY
8301

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
PHYSICAL TRADING ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		<b>AND</b>	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes  <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes  <input type="checkbox"/> No

**[B-BBEE CERTIFICATE / SWORN AFFIDAVIT (FOR EMES & QSEs) / MEDICAL CERTIFICATE/ MUNICIPAL ACCOUNT OR LEASE AGREEMENT / CSD MUST BE SUBMITTED IN ORDER QUALIFY FOR SPECIFIC GOALS POINTS]**

In line with the Preferential Procurement Regulation of 2022 and SPM Preferential Procurement Policy, the following Specific Goals is applicable:

**Youth as a Specific Goal**

80/20 equal to or below R50 million 90/10 above R50 million		
Youth – Black		
% Youth	80/20	90/10
<51%	2	1
>51% <100%	4	3
100%	20	10
Total Points	<b>20</b>	10

Objective Criteria (Section 2(1)(f) of the PPPFA) - In terms of **section 2(1)(f)** of the Preferential Procurement Policy Framework Act, the Municipality reserves the right not to award the bid to the highest scoring bidder if objective criteria justify such a decision.

These criteria may include, but are not limited to:

- Proven poor performance on previous municipal contracts
- Failure to deliver on similar projects
- Unresolved disputes or litigation with the Municipality

Performance concerns confirmed by project managers or end-user departments

Companies or bidders bidding as a **Joint venture must** include **the following**:

- Joint Venture Agreement (must clearly stipulate the name of the lead partner)**
- Tax compliance status pin for Joint Venture**
- VAT number for Joint Venture**
- CSD report for Joint Venture**
- Bank Account for Joint Venture**
- Separate Municipal accounts for both Companies/Valid lease agreement**
- MBD 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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN-BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE: SUPPLY CHAIN UNIT	DEPARTMENT	INFRASTRUCTURE
CONTACT PERSON	Betty Nkoe	CONTACT PERSON	G. Mathidibe
TELEPHONE NUMBER	053 830 6172/6180	TELEPHONE NUMBER	053 830 6404
E-MAIL ADDRESS	<a href="mailto:bnkoe@solplaatje.org.za">bnkoe@solplaatje.org.za</a>	E-MAIL ADDRESS	<a href="mailto:gmathidibe@solplaatje.org.za">gmathidibe@solplaatje.org.za</a>

**PART B  
TERMS AND PRE-CONDITIONS FOR BIDDING**

- (1) **NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO ARE NOT REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) ON THE NATIONAL TREASURY WEBSITE [www.csd.gov.za](http://www.csd.gov.za)**  
(2) **THE LISTING CRITERIA MUST BE COMPLETED IN THE DOCUMENT**  
(3) **NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE**

**1. BID SUBMISSION:**

- 1.1. Bids must be submitted within stipulated date and time to the correct address. **Late submission of bids will not be accepted.**
- 1.2 All bids must be completed and submitted on the official tender document provided and no correction tape or fluid may be used on the tender document. Bidders, who have purchased the bid documents from the Municipality, **MUST** include the proof of payment.
- 1.3 This bid is subject to the Preferential Procurement Regulations 2022, SPM Preferential Procurement Policy, SCM Policy General Conditions of Contract (GCC) and, if applicable, any other special conditions of contract.

1.4 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**

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 **Bidders must ensure compliance their Tax obligations.**
- 2.2 Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.3 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).
- 2.4 Bidders may also submit a printed TCS certificate together with the bid
- 2.5 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.6 Bidders are required to submit the current Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

**3. MUNICIPAL ACCOUNTS**

- Copies of all municipal accounts, not older than 3 months or 90 days to be submitted with the bid.
- If the entity or any of its directors/shareholders /partners/members, etc. rents/leases premises a copy of the rental/lease agreement must be submitted with this bid.
- In cases where bidders use a lease premise for conducting their business, a valid lease agreement signed by both parties, which clearly stipulated who is responsible for municipal services, rates and taxes must be attached to the bid document.
- If the lessee (Bidder) is responsible for municipal services, municipal account or tax invoice of the leased premises that is not in arrears must be submitted.

**NB:** It is the responsibility of bidders to visit the municipal website in order to obtain details of successful/ unsuccessful information within 120 days after closure of bid. The municipal website is [www.solplaatje.org.za](http://www.solplaatje.org.za).

**4. COMPULSORY CLARIFICATION MEETINGS/ CIDB GRADINGS (IF APPLICABLE)**

4.1 LOCAL CONTENT: Applicable **LOCAL CONTENT IS APPLICABLE – STEEL 100%, CABLES 90%**.

4.2 A BRIEFING SESSION: N/A

4.3 CIBD: N/A

**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.**

**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) 80 points for price and 20 for specific goals or (90/10) 90 points and 10 for specific goals**. Tender validity period should be for **120 days**.

**NO BIDS by FAX or by E-MAIL WILL BE ACCEPTED.**

Sealed bids must be clearly marked with the following bid number and description:

CONTRACT NUMBER: **INF/CEE04/2024**

DESCRIPTION: **SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL**

DROP AT THE TENDER BOX (OPPOSITE SECURITY)

ADDRESSED TO: THE MUNICIPAL MANAGER

MUNICIPAL STORES COMPLEX

ABATTOIR ROAD

ASHBURNHAM

Kimberley

**Closing date: 25 August 2025 Time: 10H00**

**IT IS THE PROSPECTIVE BIDDERS RESPONSIBILITY TO OBTAIN BID DOCUMENTS IN TIME TO ENSURE THAT RESPONSES REACH SPM, TIMEOUSLY. MUNICIPALITY SHALL NOT BE HELD RESPONSIBLE FOR DELAYS IN THE POSTAL/ COURIER SERVICES.**

**ANY TENDER WILL NOT NECESSARILY BE ACCEPTED AND THE COUNCIL RESERVES THE RIGHT TO ACCEPT THE WHOLE, OR ANY PART OF THE QUOTE.**

**Bids will be opened in public in the SCM OFFICES, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after closing time and date.**

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: \_\_\_\_\_

# Certificate of Attendance of Clarification Meeting on Site (If applicable)

NOTE: If the attendance register was signed at the clarification meeting held at the SCM Boardroom, the name of the signatory shall be inserted on this page and the authorized signatory shall sign this page.

***If attendance register has been signed at the clarification meeting:***

Name of person appearing on attendance register: \_\_\_\_\_

Representative organization name on attendance register: \_\_\_\_\_

***If the attendance register has not been signed at the clarification meeting.***

This is to certify that I, \_\_\_\_\_

representative of (Tenderer) \_\_\_\_\_

of (address) \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

telephone number \_\_\_\_\_

e-mail \_\_\_\_\_

attended the bid clarification meeting (date) \_\_\_\_\_

in the company of (Employer's Line Manager / Engineer's representative) \_\_\_\_\_

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE: \_\_\_\_\_



**MBD 1**

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

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 COMPLIANCE STATUS PIN CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER?

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?  
(IF YES ENCLOSE PROOF)

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 COMPLIANCE STATUS PIN CERTIFICATE HERE





ATTACH MUNICIPALITY ACCOUNT 90 DAYS AND OR VALID LEASE AGREEMENT HERE

SOL PLAATJE MUNICIPALITY



**SOL PLAATJE MUNICIPALITY, KIMBERLEY**

**\*\*MANDATORY\*\* LISTING CRITERIA**

	<b>SOL PLAATJE MUNICIPALITY, KIMBERLEY</b>		
<b>**MANDATORY** LISTING CRITERIA</b>			
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 <input type="checkbox"/>	No <input type="checkbox"/> 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, <b>must be</b> attached to this document **		_____
8	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>	No <input type="checkbox"/>
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: Catering and Accommodation <input type="checkbox"/> Cleaning material <input type="checkbox"/> Commercial agents (Doctors, Lawyers, Audit firm, booking keeping, Pharmacy, Post,) <input type="checkbox"/> Communication and media, Construction- Building material and road works <input type="checkbox"/> Electrical services- gas/ Aircon, transformers, cables, poles <input type="checkbox"/> Funeral Parlour <input type="checkbox"/> Gardening services- Lawnmower <input type="checkbox"/> Florist <input type="checkbox"/> Information technology (IT services, system, telecommunication) <input type="checkbox"/> Office equipment <input type="checkbox"/> Plant hire <input type="checkbox"/> PPE- mask, sanitizer, safety equipment <input type="checkbox"/> Repairs, motor parts and retail (accredited agency) <input type="checkbox"/> Stationery <input type="checkbox"/> Supplier of pumps, pipes, steel and maintenance or installation, and irrigation system <input type="checkbox"/> Training services e.g. workshops <input type="checkbox"/> Transportation (car rental, flight, and buses and driving school) <input type="checkbox"/> Uniform <input type="checkbox"/> Security services <input type="checkbox"/>		
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		
NAME (PRINT) _____ SIGNATURE: _____			
CAPACITY: _____			
WITNESS (NAME): _____ SIGNATURE: _____			
DATE: _____			



ATTACH **CSD** REPORT REGISTRATION HERE

SOL PLAATJE MUNICIPALITY



MBD3.1

## SOL PLAATJE LOCAL MUNICIPALITY

**CONTRACT NUMBER: INF/CEE04/2024 – SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL**

### **TECHNICAL SPECIFICATIONS**

#### **Background**

The Sol Plaatje Municipality makes use of medium and low voltage overhead lines to distribute electricity in their residential and rural areas of supply. Material procured under this bid will be used for new electrification projects, refurbishment, upgrade and repairs to existing overhead infrastructure as and when required.

#### **1. Standard specifications**

The equipment offered must comply with the relevant portions of NRS 035:1994 & NRS 039:1995 (as amended).

Wooden poles and crossarms must comply with SANS 753. Only pine or eucalyptus poles which is treated with creosote that complies with the requirements of SANS 616 will be acceptable.

Insulators: The 66kV Suspension and strain insulators to have a mechanical strength of 70kN and a section length of 891mm for socket and ball type, and 872mm for clevis and tongue type.

The 22kV post-type porcelain insulator must a lightning impulse withstand of 170kV, Cantilever strength of 4kN, a rated 50HZ wet withstand of 50kV, M12 x 25 threaded assembly complete with round, flat washers, spring washers and nuts.

The 22kV station post porcelain insulator must have a lightning impulse withstand of 170kV, Cantilever strength of 1.5kN, a rated 50HZ wet withstand of 50kV, stem diameter of 12mm 1 x M12 x 40 set screw, 3 x M12 nuts, 3 x M12 round flat washers, 3 x M12 spring washers, 1 x M12 serrated washer, 1 x M16 x 40 set screw, 1 x M16 nut, 1 x M16 round washer, 1 x M16 spring washer, 1 x tinned copper bar 40 x 6 x 240 long.

Spindle assembly must be supplied complete with 2 x Round flat washers, 1 x Curved washer, 1 x spring washer, 2 x nuts and 1 x bonding clip

Twisted Clevis and Tongue adaptor must be hot dipped galvanized with an 18mm clevis opening and mechanical strength of 120kN.

Long Rod Insulators must have a nominal voltage of 22kV for inland application, Cantilever strength of 120kN. Material Silicone (Polymer and of the clevis and tongue type

Transformer platform assemblies must be galvanized and consist of 2 x channels (1 pair) 120 x 55 x 13 x 2600 and 2 x angles (1 pair) 70 x 70 x 6200

Anti-climbing device must consist of 3 x 500mm steel sections and 12 x 40mm clout nails.

Aluminium Conductor must be steel reinforced (ACSR) and must comply with SANS 182



THCU/GSW 10mm<sup>2</sup> Cross-linked polyethylene (XPLE) SNE (Separate Neutral and Earth) + Comms (M) PE RIB Black

- The AIRDAC cable must be designed with properties that make it unviable to recycle i.e. not economically attractive to the scrap recycling industry and therefore not rewarding to thieves.
- It must be current rating in accordance with IEC 60287 for a single cable in air (sun) at an ambient air temperature of 30° C and a maximum temperature of 90° C.
- It must comply with SANS 10198-4 (Current ratings), SANS 10198-2 (Voltage Drop).
- The supply length must be 500m on a wooden drum.

#### **Drop-out fuses must comply with NRS 035**

Stays and associated equipment must comply with NRS 022

Stay Wire must be manufactured according to SANS 182 Part 5 and must be fully galvanized

Street Light Bracket must be galvanized, consisting of 2 x flat steel bent 80 x 6 x 340, 1 x flat steel brace 40 x 5 x 140, 1 x circular hollow section 42 O/D x 3 x 500, 2 x extension arms, 2 x threaded studs M12 x 200, 2 x nuts and 2 x round flat washers

12kV Combi Cutout Unit. The unit is a transformer protection isolator that combines both a dropout surge arrester and fuse carrier expulsion link into one. It must have a continuous current rating of 100A and a breaking capacity of 4kA. The unit must comply with IEC 282-02.



**MBD 3.1**

**SOL PLAATJE MUNICIPALITY**

**CONTRACT: INF/CEE04/2024 –SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL**

**PRICES ALTERED BY MEANS OF CORRECTING FLUID WILL NOT BE CONSIDERED**

**PRICING SCHEDULE**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Price 15% VAT INCLUSIVE</b>
1	Wooden transmission pole 5m long with 80 - 100mm top diameter	R / Each
2	Wooden transmission pole 7m long with 100 - 140mm top diameter	R / Each
3	Wooden transmission pole 9m long with 160 - 180mm top diameter	R / Each
4	Wooden transmission pole 10m long with 160 - 200mm top diameter	R / Each
5	Wooden transmission pole 11m long with 180 - 200mm top diameter	R / Each
6	Wooden transmission pole 12m long with 180 - 220mm top diameter	R / Each
7	Wooden transmission pole 14m long with 180 - 220mm top diameter	R / Each
8	Wooden cross arm 2.5m long and 160 - 180mm diameter	R / Each
9	Wooden cross arm 3.5m long and 180 - 200mm in diameter	R / Each
<b>Total for Items 1 to 9</b>		<b>R</b>
10	Aluminium conductor steel reinforced (ACSR) – Conductor size Hare (6/1/4.72)	R /metre
11	Aluminium conductor steel reinforced (ACSR) - Conductor size Mink (6/1/3.66)	R /metre
12	Aluminium conductor steel reinforced (ACSR) - Conductor size Gopher (6/1/2.36)	R /metre
13	Aluminium conductor steel reinforced (ACSR) - Conductor size Wolf (30/7/2.59)	R /metre
<b>Total for Items 10 to 13</b>		<b>R</b>
14	22kV, inland, porcelain drop-out fuses, Set of 3, complete with brackets and fuse tube	R / Each
15	22kV, inland, porcelain drop-out fuses, Set of 3, complete with brackets and solid brass links	R / Each
16	11kV, 10kA lightning arrester, polymer housed. Set of 3, complete with clamps	R / Each
17	Expulsion fast-blowing removable fuse links, rated current 6A	R / Each



ITEM	DESCRIPTION	Price 15% VAT INCLUSIVE
18	Expulsion fast blowing removable fuse links, rated current 10A	R / Each
19	Expulsion fast blowing removable fuse links, rated current 15A	R / Each
20	Expulsion fast blowing removable fuse links, rated current 20A	R / Each
21	Expulsion fast blowing removable fuse links, rated current 25A	R / Each
22	Expulsion fast blowing removable fuse links, rated current 30A	R / Each
23	Expulsion fast blowing removable fuse links, rated current 50A	R / Each
24	Expulsion fast blowing removable fuse links, rated current 65A	R / Each
25	Expulsion fast blowing removable fuse links, rated current 80A	R / Each
26	Expulsion fast-blowing removable fuse links, rated current 100A	R / Each
<b>Total for Items 14 to 26</b>		<b>R</b>
27	Galvanized adjustable stay rods. M20 X 2.4m complete with 380 x 380 base plate and stay wire thimble	R / Each
28	Galvanized adjustable stay rods. M16 X 1.8m complete with 300 x 300 base plate and stay wire thimble	R / Each
29	11kV MV Porcelain Stay Insulator	R / Each
30	Galvanized 7 / 2mm stay wire	R / Roll
31	Galvanized 7 / 4mm stay wire	R / Roll
32	Galvanized M20 x 250mm Eye bolt, complete with 2 x curved washers, 3 x round flat washers and 2 x nuts	R / Each
33	Galvanized M20 x 300mm Eye bolt, complete with 2 x curved washers, 2 x round flat washers and 2 x nuts	R / Each
34	Galvanized M20 70kN Eye nuts	R / Each
35	M20 Threaded Rod complete with nuts and washers	R / Each
36	300kV BIL Guy strain Insulator	R / Each
37	22 kV, 170kV BIL long-rod Inland Insulator	R / Each
38	22 kV, 170kV Station Post Insulator complete as specified	R / Each
39	22kV, 170kV BIL post type Porcelain Insulator Class A	R / Each
40	22kV spindles / pin type 250 x 20mm Insulator Class A	R / Each
41	22kV disc / clevis type 280mm Insulator Class A	R / Each
42	66 kV Clevis / Tongue Suspension Insulators	R / Each
43	66 kV Socket / Ball Suspension Insulators	R / Each
44	66 kV Clevis / Tongue Strain Insulators	R / Each
45	66 kV Socket / Ball Strain Insulators	R / Each



ITEM	DESCRIPTION	Price 15% VAT INCLUSIVE
46	Dead end for conductor size Hare	R / Each
47	Dead end for conductor size Mink	R / Each
48	Dead end for conductor size Gopher	R / Each
49	22kV 4kN Inland Line Post Insulator	R / Each
50	M20 x 300mm Spindle assembly complete as specified	R / Each
51	Tongue and Clevis adaptor as specified	R / Each
52	70kN Thimble clevis	R / Each
53	Airdac Strain Clamp for sizes 4 – 10mm	R / Each
54	Aluminium to Copper PG Clamps for conductor sizes 5 – 12mm (2 bolts)	R / Each
55	Aluminium to Copper PG Clamps for conductor sizes 6 – 15mm (2 bolts)	R / Each
56	PG Clamps for conductor dia. 4 – 12mm ( 2 bolts)	R / Each
57	PG Clamps for conductor dia. 5 – 15mm ( 2 bolts)	R / Each
58	PG Clamps for conductor dia. 6 – 19mm ( 2 bolts)	<b>R / Each</b>
59	Universal type PG Clamp for conductor size Hare	<b>R / Each</b>
60	Universal type PG Clamp for conductor size Mink	<b>R / Each</b>
61	Universal type PG Clamp for conductor size Gopher	<b>R / Each</b>
62	Universal type PG Clamp for conductor size Wolf	<b>R / Each</b>
63	Hot Dip Galvanized Crosby Clamp – 10mm	<b>R / Each</b>
64	Hot Dip Galvanized Crosby Clamp – 12mm	<b>R / Each</b>
65	Hot Dip Galvanized Crosby Clamp – 16mm	<b>R / Each</b>
66	Galvanized guy grips Size 7 x no. 8	<b>R / Each</b>
67	120kN Galvanized D-Shackle	<b>R / Each</b>
68	Spool tie for conductor size Hare	<b>R / Each</b>
69	Spool tie for conductor size Mink	<b>R / Each</b>
70	Spool tie for conductor size Gopher	<b>R / Each</b>
71	Side tie for conductor size Hare	<b>R / Each</b>



<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Price 15% VAT INCLUSIVE</b>
72	Side tie for conductor size Mink	R / Each
73	Side tie for conductor size Gopher	R / Each
74	Strain insulator – Large	R / Each
75	M12 x 250mm Galvanized bolts with nuts	R / Each
76	M16 x 300mm Galvanized bolts with nuts	R / Each
77	M20 x 300mm Galvanized bolts with nuts	R / Each
78	M20 x 1000mm Galvanized Treaded Rod	R / Each
79	M20 Galvanized nuts	R / Each
80	Galvanized curved washer 12mm hole	R / Each
81	Galvanized curved washer 16mm hole	R / Each
82	Galvanized curved washer 20mm hole	R / Each
83	B-Category CCGTG 482 Concentric grips	R / Each
84	12.6 x 1.6mm Aluminum Armour Tape. Per 10kg roll	R / Each
85	Swivel Strut pole bracket (Heavy duty, for use on medium voltage 11m and 12m overhead lines)	R / Each
86	Strut pole bracket (Light Duty), for use on low-voltage overhead lines)	R / Each
87	M16 x 250mm Galvanized Treaded Rod. Complete with 2 x curved washers, 2 x spring washers and 2 x nuts	R / Each
88	M16 x 355mm Galvanized Treaded Rod. Complete with 2 x curved washers, 2 x spring washers and 4 x nuts	R / Each
89	M20 x 250mm Galvanized Treaded Rod. Complete with 2 x curved washers, 2 x spring washers and 4 x nuts	R / Each
90	M20 x 450mm Galvanized Treaded Rod. Complete with 2 x curved washers, 2 x spring washers and 4 x nuts	R / Each
91	M20 x 600mm Galvanized Treaded Rod. Complete with 2 x curved washers, 2 x spring washers and 4 x nuts	R / Each
92	Hip stay bracket to support stay 2m from pole	R / Each
93	Galvanized Transformer Platform Assembly, complete as specified	R / Each
94	Anti-climbing device complete as specified	R / Each
95	60 x 16mm Hot-dipped galvanized LV Stay Strap	R / Each
96	Street Light Bracket	R / Each
97	24kV Distribution Air Break Switch	R / Each
98	45 Degree stay bracket	R / Each



ITEM	DESCRIPTION	Price 15% VAT INCLUSIVE
100	Galvanized guy grip for galvanized steel 7 / 2mm stay wire	R / Each
101	Galvanized guy grip for galvanized steel 7 / 4mm stay wire	R / Each
102	10mm Hot Dipped Crossby Clamp	R / Each
103	12mm Hot Dipped Crossby Clamp	R / Each
104	16mm Hot Dipped Crossby Clamp	R / Each
<b>Total for Items 27 to 104</b>		R
105	12kV Combi Cutout Unit complete as specified	R /Each
106	12kV Combi Cutout Unit replacement surge arrestor to be used with Item 105	R /Each
107	12kV Combi Cutout Unit replacement fuse carrier to be used with Item 105	R /Each
<b>Total for Items 105 to 107</b>		R

THE TENDER WILL BE AWARDED PER SECTION. THE BIDDER MUST QUOTE ON ALL ITEMS IN THAT SECTION.



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

THESE BID PRICES WILL HOLD GOOD UNTIL \_\_\_\_\_

**N.B: IF PRICES ARE NOT FIRM, PRICES MUST BE FIXED FOR THE PERIOD OF 12 MONTHS FROM THE DATE OF COMMENCEMENT.**

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

SIGNATURE OF TENDERER: \_\_\_\_\_

NAME OF COMPANY: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

\_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_ FAX NO. \_\_\_\_\_

E-MAIL ADDRESS: \_\_\_\_\_

AS WITNESSES: 1. \_\_\_\_\_

2. \_\_\_\_\_

DATE: \_\_\_\_\_

N.B: This form must be signed by the bidder and witnessed. Removal of any of the details from the tender documents may disqualify the tender.



Bids MUST comply with the following Special Conditions of the Contract where applicable:

• **Period required for delivery \_\_\_\_\_ days**

- Does the offer comply with the specification(s)?

YES	NO
-----	----

- Delivery basis

YES	NO
-----	----

• **Settlement Discount Allowed**

- \_\_\_\_\_ % 30 days

- \_\_\_\_\_ % 15 days

- Value added Tax as well as Delivery Costs to the Municipal Stores must be included in ALL PRICES

\_\_\_\_\_

**BIDDER SIGNATURE**

\_\_\_\_\_

**DATE:**



**SOL PLAATJE LOCAL MUNICIPALITY**

**CONTRACT REF NO: INF/CEE04/2024 – SUPPLY AND DELIVERY OF OVERHEAD LINE MATERIAL**

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

**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.: AS FROM THE CLOSING DATE OF THE BID, BASE PRICES SHALL REMAIN FIRM FOR THE DURATION OF THE 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, COMPLETE OPTIONS (A, B or C). One of the options MUST be selected if prices are not firm.** Note that only one of the options can be applied to any one of the activities listed in the schedule of quantities and the bidder should clearly indicate the item numbers for options B and C Escalation (Option A) will be calculated on all items which are not listed in options B or C

**N.B.: AS FROM THE CLOSING DATE PRICES MUST HOLD GOOD FOR AT LEAST 12 MONTHS OF THE DURATION OF THE CONTRACT BEFORE ANY PRICE ADJUSTMENTS COULD BE SUBMITTED.**

- A.  **NON-FIRM PRICES SUBJECT TO ESCALATION**

1. In cases of period contracts, non-firm prices will be adjusted with the assessed contract price adjustments implicit in non-firm prices when calculating the comparative prices
2. The value of each monthly statement for payment shall be increased or decreased by the amount obtained by multiplying the tender rate for a scheduled item "A<sub>i</sub>" by the Contract Price Adjustment Factor for the specific item, rounded off to the fourth decimal place, determined according to the formula:



$$Pa = (1-V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price e.g. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% 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..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. e.g. Labour, transport etc.)	PERCENTAGE OF BID PRICE

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.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		



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)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

**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: THE MBD 3.2 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**



## **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: \_\_\_\_\_ Cell: \_\_\_\_\_

Fax: \_\_\_\_\_

### **ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

Department: \_\_\_\_\_

Contact Person: \_\_\_\_\_

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

Email address: \_\_\_\_\_



## DECLARATION OF INTEREST

**BIDDERS WHO FAIL TO DECLARE ACCURATELY AND HONESTLY SHALL BE DISQUALIFIED. 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<sup>1</sup>. (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<sup>2</sup>) \_\_\_\_\_

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 \_\_\_\_\_

<sup>1</sup>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.

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



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.

---

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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, provide information of other companies as reflected on CSD report:

**DISCLOSE THE INFORMATION OF THE OTHER COMPANIES IN THE BELOW TABLE.**

No#	Name of Director	Other Company name	CSD Number
1.			
2.			
3.			
4.			
5.			

4. Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	State Employee Number

**DECLARATION**

I, THE UNDERSIGNED (NAME) \_\_\_\_\_

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

I ACCEPT THAT THE MUNICIPALITY MAY REJECT THE BID OR ACT AGAINST ME / COMPANY SHOULD THIS DECLARATION PROVE TO BE FALSE.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
(Print) Name of bidder

**THE MBD4 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER**

**BIDDER MUST UPDATE MBD 4 DOCUMENT ANNUALLY IN LINE WITH SCM POLICY.**



## PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

**NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022**

### 1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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



## 2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “**price**” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “**rand value**” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “**tender for income-generating contracts**” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “**the Act**” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right) \text{ or } Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

### 3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

**Table 1: Specific goals for the tender and points claimed are indicated per the table below.**

*(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.*

*Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)*

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Youth 80/20</b>		<b>20</b>	-	
<51%	-	2	-	
>51% <100%	-	4	-	
100%	-	20	-	
<b>Total points</b>	-	<b>20</b>	-	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....



4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One-person business/sole propriety
- Close corporation
- Public Company
- Personal Liability Company
- (Pty) Limited
- Non-Profit Company
- State Owned Company

[TICK APPLICABLE BOX]

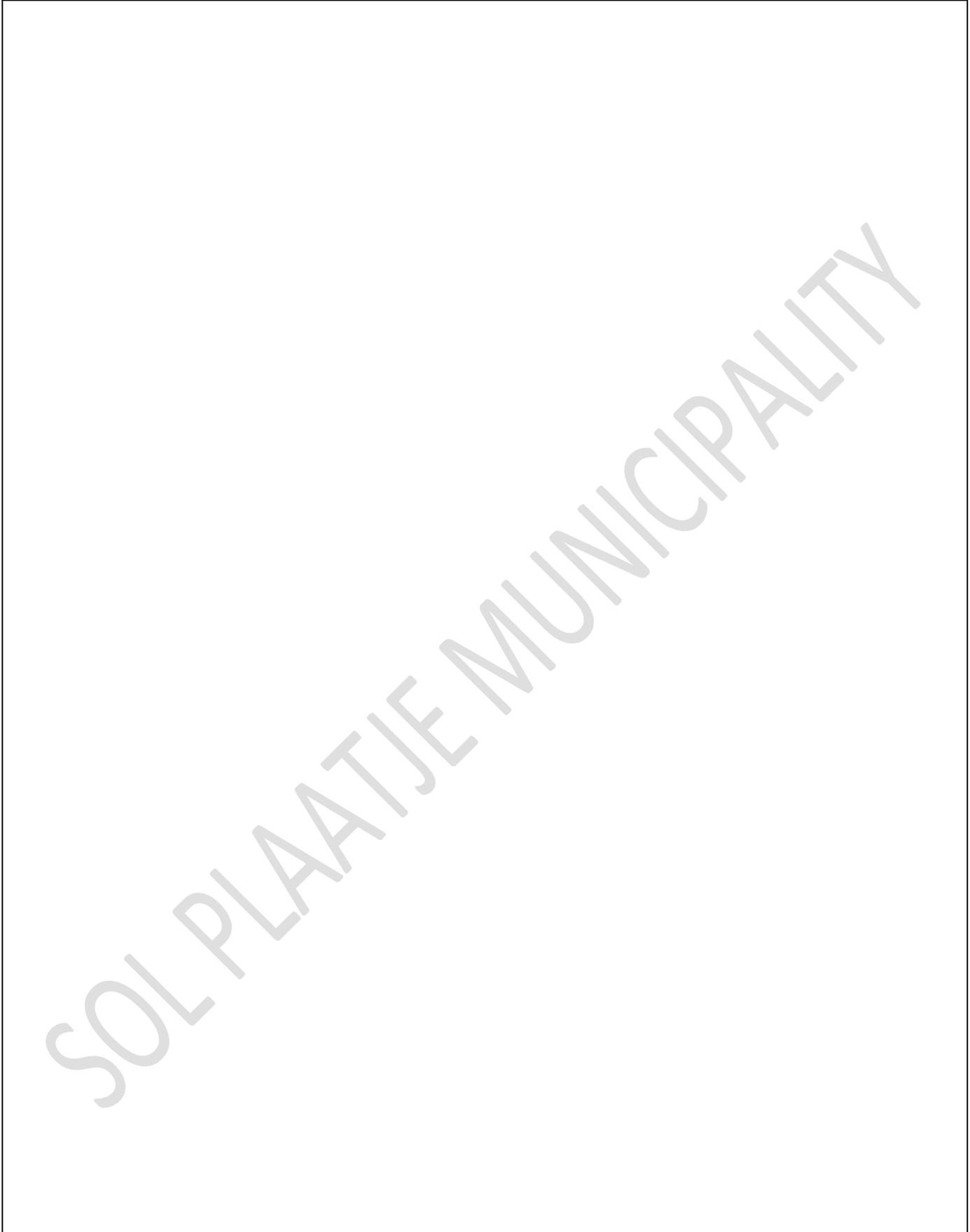
4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- 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 paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering 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) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted 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, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....



ATTACHED CERTIFIED COPY OF THE B-BBEE / SWORN AFFIDAVIT CERTIFICATE HERE





## MBD 6.1.1

What are the other firms' principal business activities? \_\_\_\_\_

Describe all property agreements relating to facilities shared:

\_\_\_\_\_

FACILITY	MONTHLY	RENTAL	AMOUNT	OWNER	AGREEMENT VERBAL/WRITTEN

(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.

OWNER/ SHAREHOLDER	NAME & ADDRESS OF OTHER FIRM	TITLE IN OTHER FIRM	% OWNERSHIP	TYPE OF BUSINESS OF OTHER FIRM

(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)

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_



## MBD 6.1.1

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: THE MBD 6.1.1 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

SIGNATURE: \_\_\_\_\_

NAME: (PRINT) \_\_\_\_\_

DULY AUTHORISED TO SIGN ON BEHALF OF \_\_\_\_\_

ADDRESS \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

DATE \_\_\_\_\_

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_



## MBD 6.2

### 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 and 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:

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

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

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

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



1.6. Annexure C required to be completed.

- (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 and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
  - 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:**

Description of services, works or goods - Stipulated minimum threshold **steel 100%, cable 90% etc.**



4. Does any portion of the services, works or goods offered have any imported content?

**(Tick applicable box)**

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

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 the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](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):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

**(Tick applicable box)**

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

5.1. If yes, provide the following particulars:

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

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

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority 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 Municipality / Municipal Entity):

.....

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.thedti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as

..... of

.....(name of bidder entity), the following:

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

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



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

- (d) I accept that the Procurement Authority / Municipality /Municipal Entity 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 / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_







SATS 1286.2011

## Annex E

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

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

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

(E10)		(Tenderer's manpower cost)	
(E11)		(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)		(Marketing, insurance, financing, interest etc.)	
		<b>(E13) Total local content</b>	

**Signature of tenderer from Annex B**

Date: \_\_\_\_\_



## 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.**

Item	Question	Yes	No
4.1	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?  <b>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>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.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	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?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



**MBD 8**

## 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: THE MBD 8 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

\_\_\_\_\_  
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: \_\_\_\_\_ that:

(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.

**N.B: THE MBD 9 IS MANDATORY MUST BE COMPLETED AND SIGNED BY THE BIDDER AND WITNESSES**

\_\_\_\_\_  
Signature Date

\_\_\_\_\_  
Position Name of Bidder (print)

WITNESS (1) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_

WITNESS (2) \_\_\_\_\_ NAME (PRINT) \_\_\_\_\_



# SOL PLAATJE LOCAL MUNICIPALITY

## GENERAL CONDITIONS OF CONTRACT

### 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 10H00, 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 contracts 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.



ATTACH ALL ANNEXURES HERE

SOL PLAATJE MUNICIPALITY