

Munisipale Kantoor  
Privaatsak X12  
**VREDENBURG**, 7380  
Tel. No.(022) 701-7113  
Faks No.(022) 715-1304



Municipal Offices  
Private Bag X12  
VREDENBURG, 7380  
Tel. No.(022) 701-7113  
Fax No.(022) 715-1304

**TENDER DOCUMENT**

<b>TENDER NUMBER</b>	<b>SBM 31/23/24</b>
<b>TENDER DESCRIPTION</b>	<b>SUPPLY, DELIVERY AND COMMISSIONING OF NEW GENERATORS FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 31 AUGUST 2025.</b>
<b>NAME OF TENDERER</b>	
<b>BUSINESS ADDRESS</b>	
<b>TELEPHONE NUMBER</b>	
<b>CSD NUMBER</b>	

**SUBMISSION DETAILS:**

<b>ADDRESS</b>	TENDER BOX, GROUND FLOOR, INVESTMENT CENTRE, 15 MAIN ROAD, VREDENBURG		
<b>CLOSING DATE</b>	31 MAY 2024	<b>CLOSING TIME</b>	12H00

The document, fully completed in all respects, together with any returnable and additional, supporting documentation required, must be submitted in a sealed envelope with the name and address of the tenderer, the project number and description and the closing date and time indicated on the envelope. The sealed envelopes must be inserted into the appropriate official tender box before the closing date and time.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

**Department: Supply Chain Management**

Contact Person: Viandro van Wyk  
Tel: 022 701 7168  
Email: [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za)

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION / SPECIFICATIONS MAY BE DIRECTED TO:**

Contact Person: Gert Beneke  
Tel: 022 701 6942  
Email: [gert.beneke@sbm.gov.za](mailto:gert.beneke@sbm.gov.za)

**INSTRUCTION: HANDLING OF TENDER DOCUMENT**

Tenders must be properly received and deposited in the above-mentioned tender box on or before the closing date and before the closing time. No late tender offers will be accepted under any circumstances. Tender offers must be submitted in a sealed envelope properly marked in terms of the tender number and tender description as indicated above. If the tender offer is too large to fit into the abovementioned box, please enquire at the public counter opposite the tender boxes for assistance. No tender offers will be accepted via facsimile, email or electronic copies.

All bids must be submitted on the official bid documents issued by SBM for this bid and not be re-typed.

Do not dismember this Tender Document (do not take it apart or put documents between its pages) and all other documents of the submission must be attached to this Tender Document.

Tenders generated from e-Tender:

**E-TENDER DECLARATION**

**Confirm "Yes" or "No" on all line items**

**Yes/No**

The original document collected from the Municipality must be submitted or, if documents are printed from the e-tender website, the original, printed document with ALL pages must be submitted, clearly reflecting all writing and signatures in black ink. Copied documents where the writing and signatures is unclear and/or copied will render the tender non-responsive.	
Print the tender document with a quality printer. If the wording is unclear, the document will be discarded.	
Printed documents must be bind securely according to page numbers to prevent pages getting lost. Missing pages will render the tender non-responsive. Do not staple the pages together. The document contains <b>109</b> pages	
The Price Schedule and All Annexures with compulsory attachments must be bind to the back of the document.	
No alterations of the document will be accepted. Any alterations will disqualify the tender.	
If possible, Print the Tender document on both sides to save paper and for standardisation.	

**Sign below if the tenderer agrees to the requirements above**

I accept and approve all of the above.

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

**CHECKLIST**

Please ensure that you have included all the documents listed below and submit it with your tender document as well as ensure that you adhere to the listed requirements. This will ensure that your tender is not deemed to be non-responsive and disqualified.

PLEASE TICK BOX ON THE LEFT

- Identity Documents of all those with equity ownership in the organization. In the case of a company please include only those ID documents of the Directors with equity ownership.
- Company registration forms.
- Certified copy of director/s municipal account/s.
- Registration with professional body (If applicable).
- Samples Provided (If applicable).
- All relevant sections complete and signed and all pages of tender document initialled by authorized signatory.
- Proof attached that signatory is duly authorized to enter into contractual agreement with Saldanha Bay Municipality on behalf of the organization.
- Original or Originally Certified copy of a valid SANAS approved B-BBEE certificate or a valid B-BBEE affidavit.
- Proof for claiming points for locality as required in MBD 6.1.
- Tax-compliant status on CSD.

**DECLARATION**

I declare that all relevant documentations have been included with the bid document and all the tender conditions have been adhered to.

Name: \_\_\_\_\_ Signature: \_\_\_\_\_

Capacity: \_\_\_\_\_

**CONTENTS**

CONTENTS.....5

PART A: INVITATION AND GENERAL INSTRUCTION .....6

1. ADVERTISEMENT .....6

2. INSTRUCTION TO TENDERER: .....7

PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED) .....15

3. MBD 1: INVITATION TO TENDER ..... 15

4. MBD 4: DECLARATION OF INTEREST ..... 17

5. MBD 6.1 (PRERENCE POINTS CLAIM FORM)..... 20

6. MBD 8: BIDDER’S PAST PRACTICES..... 26

7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION ..... 29

8. CENTRAL SUPPLIER DATABASE (CSD) ..... 32

PART C: CONDITIONS OF CONTRACT .....33

9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010) ..... 33

10. SPECIAL CONDITIONS OF CONTRACT ..... 47

11. AUTHORITY TO SIGN BID ..... 48

12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES (MBD7) ..... 55

PART D: SPECIFICATIONS .....57

13. SPECIFICATIONS:.....57

14. PRICING SCHEDULE..... 87

15. PRICE ADJUSTMENTS..... 103

16. OMISSIONS, ALTERATIONS AND ADDITIONS..... 104

17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT ..... 105

18. ANNEXURES ..... 107

**PART A: INVITATION AND GENERAL INSTRUCTION**

**1. ADVERTISEMENT**

<b><u>SALDANHABAAI MUNISIPALITEIT</u></b>	<b><u>SALDANHA BAY MUNICIPALITY</u></b>
<p><b><u>TENDER NOMMER: SBM 31/23/24</u></b></p> <p><b><u>TENDER BESKRYWING: VERSKAFFING, LEWERING EN IN BEDRYFSTELLING VAN NUWE KRAGOPWEKKERS VIR SALDANHABAAI MUNISIPALITEIT VIR 'N PERIODE WAT EINDIG OP 31 AUGUSTUS 2025.</u></b></p> <p>Tender dokumente is beskikbaar om afgelaai te word op die e-Tender publikasie webtuiste <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> of kan alternatiewelik verkry word by Mnr. Viandro van Wyk, Hoofstraat 15, Beleggingsentrum, Vredenburg vanaf <b>Maandag, 13 Mei 2024.</b></p> <p><b>Indien tenders verkry word, moet 'n nie-terugbetaalbare tender deposito van R264.00 betaal word aan Saldanhaabaai Munisipaliteit. 'n Bewys van betaling moet aangebied word vir die verkryging van tender dokumente.</b></p> <p>Navrae: Mnr. G. Beneke</p> <p>E-pos: <a href="mailto:gert.beneke@sbm.gov.za">gert.beneke@sbm.gov.za</a></p> <p>Tenders moet in die tenderbus by die Beleggingsentrum, Hoofstraat 15, Vredenburg ingedien word voor <b>12:00 op Vrydag, 31 Mei 2024</b> en moet in 'n geseëde koevert wees waarop daar aan die buitekant duidelik gemerk is die bovermelde tender nommer en beskrywing.</p> <p>Na die sluitingsuur sal die tenders in die publiek oopgemaak word. Enige of die laagste tender sal nie noodwendig aanvaar word nie.</p> <p>Die 80/20 voorkeur-puntestelsel soos vervat in die Voorkeur Verkrygings Beleid, R7/1-24, van 30 Januarie 2024 sal in die beoordeling van hierdie tender gebruik word.</p> <p>'n Geldige inkomstebelasting uitklaringsertifikaat, soos uitgereik deur die Suid-Afrikaanse Inkomstediens, moet tesame met die tender dokument ingehandig word, en die tenderaar moet voldoen aan die belastingvoorwaardes op die Sentrale Verskaffers Databasis (CSD).</p> <p>Mnr. H.F. Mettler  <b>MUNISIPALE BESTUURDER</b>                      Saldanhaabaai Munisipaliteit                      Privaatsak X12                      VREDENBURG                      7380</p>	<p><b><u>TENDER NUMBER: SBM 31/23/24</u></b></p> <p><b><u>TENDER DESCRIPTION: SUPPLY, DELIVERY AND COMMISSIONING OF NEW GENERATORS FOR SALDANHA BAY MUNICIPALITY FOR A PERIOD ENDING 31 AUGUST 2025.</u></b></p> <p>Tender documents can be downloaded from the e-Tender publication portal at <a href="http://www.etenders.gov.za">www.etenders.gov.za</a> or alternatively can be collected from Mr. Viandro van Wyk, 15 Main Road, Investment Centre, Vredenburg from <b>Monday, 13 May 2024.</b></p> <p><b>If tenders are collected, a non-refundable tender deposit of R 264.00 is payable to Saldanha Bay Municipality. A proof of deposit is required for the collection of tender documents.</b></p> <p>Enquiries: Mr. G. Beneke</p> <p>Email: <a href="mailto:gert.beneke@sbm.gov.za">gert.beneke@sbm.gov.za</a></p> <p>Tenders must be placed in the tender box at the Investment Centre, Ground Floor, 15 Main Road, Vredenburg, before <b>12:00 on Friday, 31 May 2024</b>, in a sealed envelope upon the outside whereon is clearly marked the above-mentioned tender number and description.</p> <p>The tenders shall be opened in the public after the closing hour. Any or the lowest tender will not necessarily be accepted.</p> <p>The 80/20 preference point system as contained in the Preferential Procurement Policy, R7/1-24, of 30 January 2024 will be used in the adjudication of this tender.</p> <p>A valid tax clearance certificate, from the South African Revenue Services, must be supplied with the tender document, and the tenderer must be tax-compliant on the Central Supplier Database (CSD).</p> <p>Mr. H.F. Mettler  <b>MUNICIPAL MANAGER</b>                      Saldanha Bay Municipality                      Private Bag X 12                      VREDENBURG                      7380</p>

## **2. INSTRUCTION TO TENDERER:**

### **2.1 General and Special Conditions of Contract**

The General Conditions of Contract (GCC) as well as Special Conditions of Contract (SCC) forming part of this set of tender documents will be applicable to this tender in addition to the conditions of tender. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

### **2.2 Acceptance or Rejection of a Tender**

The Municipality reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Municipality does not bind itself to accepting the lowest tender or the tender scoring the highest points.

### **2.3 Validity Period**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till appeals were considered, if received.

### **2.4 Cost of Tender Documents**

Tender documents can be downloaded from the eTender publication portal at [www.etenders.gov.za](http://www.etenders.gov.za) or alternatively can be collected at a non-refundable tender deposit rate payable to Saldanha Bay Municipality. Payment for tender documents must be made by a crossed cheque, cash or payment into Saldanha Bay Municipality's bank account payable to the Saldanha Bay Municipality. These costs are non-refundable. No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically.

### **2.5 Registration on Accredited Supplier Database**

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database, to register online. In the event that a tenderer is not yet registered, it is requested that the online registration proceeds with the Central Supplier Database. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on the Central Supplier Database.

### **2.6 Completion of Tender Documents**

- a) The original tender document must be completed fully in black ink and signed by the authorised signatory to validate the tender. All the pages must be initialed by the authorised signatory and returned.
- b) Tender documents may not be retyped.

- c) The complete original tender document must be returned. Missing pages will result in the disqualification of the tender.
- d) No unauthorized alteration of this set of tender documents will be allowed. Any unauthorized alteration will disqualify the tender automatically. Any ambiguity has to be cleared with the contact person for the tender before the tender closure.
- e) Tenders must be completed in indelible ink and NO CORRECTION FLUID may be used in the Tender Document. If corrections must be made, a line must be drawn through the correction and it must be initialed.
- f) The bidder must verify regularly on E-tender and our website whether there are any addendums before submission and addendums must be submitted with the tender document.
- g) If a document is electronically completed, NO ALTERATIONS OR AMENDMENTS may be made to the content of the tender document. ALTERATIONS OR AMENDMENTS to the tender document will result in disqualification. Also note that the contract will be terminated in a case where it is detected after contract signing that the tender document was altered or amended. It thus remains the responsibility of the tenderer to ensure that the same document as was issued is submitted.

## **2.7 Compulsory Documentation**

### **2.7.1 Income Tax Clearance Certificate**

A valid Income Tax Clearance Certificate must accompany the bid documents unless the bidder is registered on the Central Supplier Database and are Tax compliant. If the South African Revenue Services (SARS) cannot provide a valid Income Tax Clearance Certificate, the bidder must submit a letter from SARS on an original SARS letterhead that their tax matters are in order or their tax pin.

### **2.7.2 Construction Industry Development Board (CIDB)**

When applicable, a copy of the bidder's registration and grading certificate with the CIDB must be included with the tender.

### **2.7.3 Municipal Rates, Taxes and Charges**

Business account: See MBD 6.1 and call office if any clarification is required (important for claiming preference points).

Director's accounts:

- a) A copy of the bidder's municipal account for the month preceding the tender closure date must accompany the tender documents.

- b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be disqualified.

**2.8 Authorized Signatory**

- a) A copy of the recorded Resolution taken by the Board of Directors, members, partners or trustees authorizing the representative to submit this bid on the bidder's behalf must be attached to the Bid Document on submission of same.
- b) A bid shall be eligible for consideration only if it bears the signature of the bidder or of some person duly and lawfully authorized to sign it for and on behalf of the bidder.

**2.9 Site / Information Meetings**

Site or information meetings, if specified, are compulsory. Bids will not be accepted from bidders who have not attended the site or information meeting on the specified date.

**2.10 Samples**

Samples, if requested, are to be provided to the Municipality with the tender document and are not returnable.

**2.11 Quantities of Specific Items**

If tenders are called for a specific number of items, Council reserves the right to change the number of such items to be higher or lower. The successful bidder will then be given an opportunity to evaluate the new scenario and inform the Municipality if it is acceptable. If the successful bidder does not accept the new scenario, it will be offered to the second placed bidder. The process will be continued to the Municipality's satisfaction.

**2.12 Submission of Tender**

- a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and be - placed in the **tender box at the Ground Floor in the Investment Centre, 15 Main Road, Vredenburg by not later than 12:00 on the specified closing date.**
- b) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

**2.13 Expenses Incurred in Preparation of Tender**

The Municipality shall not be liable for any expenses incurred in the preparation and submission of the tender.

**2.14 Contact with Municipality after Tender Closure Date**

- a) Bidders shall not contact the Saldanha Bay Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded.
- b) If a bidder wishes to bring additional information to the notice of the Saldanha Bay Municipality, it should do so in writing to the Saldanha Bay Municipality.
- c) Any effort by the firm to influence the Saldanha Bay Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.

**2.15 Opening, Recording and Publications of Tenders Received**

- a) Tenders will be opened on the closing date immediately after the closing time specified in the tender documents. If requested by any bidder present, the names of the bidders, and if practical, the total amount of each bid and of any alternative bids will be read out aloud.
- b) Details of tenders received in time will be published on the Municipality’s website as well as recorded in a register which is open to public inspection.

**2.16 Evaluation of Tenders**

Tenders will be evaluated in terms of their responsiveness to the tender specifications and requirements as well as such additional criteria as set out in this set of tender documents.

**2.17 Supply Chain Management Policy and Regulations**

Bids will be awarded in accordance with the PREFERENTIAL PROCUREMENT POLICY adopted by Council on R7/1-24, of 30 January 2024, as well as the Municipality’s Supply Chain Management Policy.

- a) B-BBEE
  - Original or originally certified B-BBEE certificate or Affidavit.
- b) Locality
  - i) Where the tenderer is the owner of the property:
  - ii) The municipal account must be registered in the trading name of owner of the property, for example:
    - Partnership (Lead company according to agreement).
    - Joint Venture (Lead company according to agreements and where daily operations are done).
    - Close Corporation (name of the CC).
    - Public Company “Limited or Ltd” (name of the company).
    - Private company / Proprietary company / (Pty) Ltd (name of the company).
    - Non-Profit Company “NPC” (name of the company).
    - State Owned Company “SOC” (name of the SOC).
    - In the case of a One-person business / sole propriety the account must either be in the trading name or in the owner’s name.

- In the case of a Private Company (Pty) Ltd. (small businesses') which trades from the residential address of the Director, the municipal account can be in the name of the Director if he/she is the owner of the residential property. This is applicable in cases where the company has only 1 Director. If more than 1 Director, the other directors must also reside at the same address and such proof must be submitted in the form of an Affidavit.

c) Where the tenderer is not the owner of the property:

i) Sole propriety (residential):

- If the municipal account is not registered in the name of the Sole Propriety, a valid Lease Agreement to be submitted.
  - OR
- If no valid Lease Agreement exist, an affidavit from the owner of the property must be submitted.
- The owner of the property must confirm the following:
  - ✓ That the sole propriety is conducting business from the said address as indicated in the bid documents.
  - ✓ What are the conditions/agreement for conducting business from premises.
  - ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; sole propriety not liable for any rent payments, etc.
  - ✓ The ID numbers of both the owner of property and the sole propriety must reflect on the affidavit.

NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

Note: Affidavits valid for a period of 3 months

- Close Corporation, Public Company, Personal Liability Company, (Pty) Limited, Non-Profit Company, State Owned Companies - A valid Lease Agreement must be submitted:
  - ✓ If a valid Lease Agreement does not exist, an affidavit from the owner of the property must be submitted.
  - ✓ The owner of the property must confirm the following:
    - ✓ That the tenderer/supplier is conducting business from the said address as indicated in the bid documents.
    - ✓ What are the conditions/agreement for conducting business from premises.

- ✓ For example: Declares that no written lease agreement exists, a verbal lease agreement exist, sole supplier does not have any obligation to contribute to any payment of municipal accounts; Sole supplier not liable for any rent payments, etc.
- ✓ The ID numbers of both the owner of property, the Director (Authorised to represent the entity or sign documents on behalf of entity) and/or the supplier company registration number must reflect on the affidavit.
- ✓ If the property is in the name of a Trust, an affidavit must be obtained from the Trustee(s).
- ✓ NB: A Detailed affidavit must be submitted. Not the affidavit that only indicates the following "I don't own any buildings and therefore does not have any municipal accounts".

- d) Sub-Leasing vs Apartments (block of buildings) owned by one (1) person / director which also operates more than 1 business from the same premises:
- i) If any Sub Leasing exist, a valid Sub Lease agreement must be submitted.
  - ii) In instances where a director owns an apartment (block of buildings) and runs more than one business from it, this block is registered in the name of a trust or one (1) of the business's he owns. When a tenderer submits a bid, is not the one (1) owning the business, the same information as per 2.24.2.2 above must be submitted.

Note: The residential or business address of the tenderer or sole propriety is tested, therefore the postal address on the municipal account cannot be used to claim points for locality. Please ensure that the residential address on the municipal account agrees to the address as recorded in the compulsory documents to be completed and / attachments and / CSD / CIPC, if necessary.

**A SCORE OF 0 (ZERO) WILL BE ALLOCATED IF COMPULSORY DOCUMENTS ARE NOT DULY COMPLETED AND SIGNED AND / IF INSUFFICIENT PROOF SUBMITTED AT THE CLOSING TIME AND DATE.**

### **2.18 Contract**

The successful bidder will be expected to sign the agreement of this bid document within 7 (seven) days of the date of notification by the Saldanha Bay Municipality that his/her bid has been accepted. **The signing of the relevant sections of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.**

### **2.19 Language of Contract**

The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.

**2.20 Stamp and Other Duties**

The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.

**2.21 Wrong Information Furnished**

Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the Municipality as a result of the award of the contract.

**2.22 Enquiries**

Enquiries in connection with this tender, prior to the tender closure date, regarding the Supply Chain Management related aspects, may be addressed to Viandro van Wyk, Tel: 022 701 7168 or e-mail [viandro.vanwyk@sbm.gov.za](mailto:viandro.vanwyk@sbm.gov.za). Enquiries regarding the specifications may be addressed to Gert Beneke, Tel: 022 701 6942 or email at [gert.beneke@sbm.gov.za](mailto:gert.beneke@sbm.gov.za).

**2.23 Submission of Invoices:**

**The successful bidder(s) to ensure compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991.**

**In terms of Section 20(4) of the Act, the TAX INVOICE(S) received from registered Vat vendors MUST bear the following information:**

- **The words "TAX INVOICE" in a prominent place;**
- **Name, address and VAT registration number of the supplier;**
- **The name and address: Saldanha Bay Municipality, Private Bag X12, Vredenburg, 7380;**
- **The Saldanha Bay Municipality VAT registration number: 41001113150;**
- **Unique VAT invoice number and date of issue;**
- **Accurate description of goods and/or services;**
- **Quantity or volume of goods or services supplied; and**
- **Price and VAT amount and percentage (%).**

**Failure to comply with abovementioned will result in payments not been made timeously.**

**Also take note that Saldanha Bay Municipality will not be liable for any late payments as a result of invalid Tax Invoice submitted by suppliers**

**I hereby declare compliance with Section 20(4) of the Value Added Tax (VAT) Act, 89 of 1991 and that I am duly authorised to sign on behalf of the company**

\_\_\_\_\_

**PRINT NAME**

\_\_\_\_\_

**SIGNATURE**

\_\_\_\_\_

**DATE**

**PART B: COMPULSORY RETURNABLE DOCUMENTS (SCM RELATED)**

**3. MBD 1: INVITATION TO TENDER**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF SALDANHA BAY MUNICIPALITY</b>				
<b>SUPPLIER INFORMATION</b>				
NAME OF BIDDER				
POSTAL ADDRESS OF BUSINESS				
STREET ADDRESS OF BUSINESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN		<b>OR</b>	CSD No
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE OR SWORN AFFIDAVIT [TICK APPLICABLE BOX]	Yes	No	CONTRIBUTOR FACTOR (1 – 10)	
<b>DOCUMENTS REQUIRED AS PRESCRIBED TO CLAIM PREFERENCE POINTS. IF DOCUMENTS ARE NOT PROVIDED AS REQUESTED 0 POINTS WILL BE ALLOCATED.</b>				
ORIGINAL OR ORIGINAL CERTIFIED B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ISSUED BY A SANAS ACCREDITED AGENCY OR EME OR QSE SWORN AFFIDAVIT OR A CERTIFIED COPY THEREOF				
MUNICIPAL ACCOUNT OR LEASE AGREEMENT IN THE NAME OF THE BUSINESS OR AN AFFIDAVIT FROM THE OWNER OF THE PROPERTY WHERE OF BUSINESS				
<b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (Provide proof)		<b>ARE YOU A FOREIGN BASED SUPPLIERS FOR THE GOODS / SERVICES / WORKS OFFERED?</b>	YES OR NO (If yes, answer 3)
CRS no	TOTAL BID PRICE (Brought forward)			<b>R</b>
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	Finance		DEPARTMENT	EETS
CONTACT PERSON	Viandro van Wyk		CONTACT PERSON	Gert Beneke
TELEPHONE NUMBER	022 701 7168		TELEPHONE NUMBER	022 701 6942
E-MAIL ADDRESS	<a href="mailto:viandro.vanwyk@sbm.gov.za">viandro.vanwyk@sbm.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:gert.beneke@sbm.gov.za">gert.beneke@sbm.gov.za</a>

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE
- 1.3. THIS BID IS SUBJECT TO THE 80/20 PREFERENCE POINT SYSTEM AS CONTAINED IN THE PREFERENTIAL PROCUREMENT POLICY, R7/1-24, OF 30 JANUARY 2024, WILL BE USED IN THE ADJUDICATION OF THIS TENDER.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
- 2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- |  |        |
|--|--------|
| 3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | YES/NO |
| 3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?                       | YES/NO |
| 3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?      | YES/NO |
| 3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?           | YES/NO |
| 3.5. 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.**

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

**THE MUNICIPALITY RESERVES THE RIGHT TO ACCEPT ALL, SOME, OR NONE OF THE BIDS SUBMITTED EITHER WHOLLY OR IN PART — AND IT IS NOT OBLIGATED TO ACCEPT THE LOWEST BID.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**4. MBD 4: DECLARATION OF INTEREST**

<b>DECLARATION OF INTEREST</b>	
<b>1.</b>	No bid will be accepted from persons in the service of the state*.
<b>2.</b>	Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
<b>3.</b>	<b>In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.</b>
<b>3.1.</b>	Full Name of bidder or his / her representative:
<b>3.2.</b>	Identity number:
<b>3.3.</b>	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> )
<b>3.4.</b>	Company Registration Number:
<b>3.5.</b>	Tax Reference Number:
<b>3.6.</b>	VAT Registration Number:
<b>3.7.</b>	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.
<b>3.8.</b>	Are you presently in the service of the state* <b>YES / NO</b>
<b>3.8.1.</b>	If yes, furnish particulars.
<b>3.9.</b>	Have you been in the service of the state for the past twelve months? <b>YES / NO</b>
<b>3.9.1.</b>	If so, furnish particulars.
<b>3.10.</b>	Do you, have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? <b>YES / NO</b>

<b>3.10.1.</b>	If so, state particulars.	
<b>3.11.</b>	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?	<b>YES / NO</b>
<b>3.11.1.</b>	If so, state particulars.	
<b>3.12.</b>	Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?	<b>YES / NO</b>
<b>3.12.1.</b>	If so, state particulars.	
<b>3.13.</b>	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state?	<b>YES / NO</b>
<b>3.13.1.</b>	If so, furnish particulars.	
<b>3.14.</b>	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?	<b>YES / NO</b>
<b>3.14.1.</b>	If so, furnish particulars.	
<b>4.</b>	Full details of directors / trustees / members / shareholders:	

**COMPLETION OF THE FOLLOWING INFORMATION IS COMPULSORY:**

<b>Full Name</b>	<b>Identity Number</b>	<b>Individual Tax Number for each Director</b>	<b>State Employee Number</b>

<b>CERTIFICATION</b>			
<b>I CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.</b>			
<b>NAME OF ENTERPRISE</b>			
<b>CAPACITY</b>		<b>DATE</b>	
<b>NAME (PRINT)</b>		<b>SIGNATURE</b>	
<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 or any Municipality or municipal entity;		
d)	an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);		
e)	a member of the accounting authority of any national or provincial entity; or		
f)	an employee of Parliament or a provincial legislature.		
<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 exercise control over the company.			

**5. MBD 6.1 (PREFERENCE POINTS CLAIM FORM)**

**MBD 6.1 (PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL: 80/20 PREFERENCE POINT SYSTEM)**

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, PREFERENTIAL PROCUREMENT REGULATIONS, 2022 AND PREFERENTIAL PROCUREMENT POLICY OF COUNCIL.**

**1. GENERAL CONDITIONS**

**1.1 The following preference point system is 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)

**1.2 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 (B-BBEE status level contribution and Locality).

**1.3 The maximum points for this tender are allocated as follows:**

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20 (10 BBEE and 10 Locality)
<b>TOTAL POINTS FOR PRICE AND SPECIFIC GOALS</b>	<b>100</b>

**1.4** 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.

**1.4.1 B-BBEE**

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

**1.4.2 LOCALITY**

Failure on the part of tenderer to submit the following:

- where the tenderer is the owner of the property / business:
  - municipal account registered in the name of the tenderer not older than 3 months;
  
- where the tenderer is not the owner of the property / business:
  - a valid lease agreement; or
  - affidavit from the property owner that the address used to claim points in the MBD 6.1 is being rented out to the tenderer at no cost not older than 3 months.
  
- where the tenderer submitted incorrect or outdated information (account, lease agreement or affidavit) or none of the above, it will be interpreted to mean that preference points for Locality are not claimed.

**NOTE: SEE INSTRUCTION TO TENDER (PARAGRAPH 2.17) ON COMPLETE DOCUMENTS THAT MUST BE SUBMITTED.**

**1.5** The municipality 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 municipality.

**2. DEFINITIONS**

- (a) **"all applicable taxes"** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **"B-BBEE status level of contributor"** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **"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;
- (e) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (f) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (g) **"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
- (h) **"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 THE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

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

Where

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

**4. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

**4.1 POINTS AWARDED FOR PRICETHE 80/20 PREFERENCE POINT SYSTEMS**

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

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

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

**5. POINTS AWARDED FOR SPECIFIC GOALS**

In terms of the Preferential Procurement policy of Council section 5(2) and 7(2), 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 and 2 below as may be supported by proof/ documentation stated in the conditions of this tender:

**5.1 B-BBEE**

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)
1	10
2	9
3	7
4	6
5	4
6	3
7	2
8	1
Non-compliant contributor	0

**5.2 LOCALITY**

Locality of supplier	Number of Points for Preference (80/20)
Within the boundaries of Saldanha Bay Municipality	10
Within the boundaries of the West Coast District	5
Within the boundaries of the Western Cape	2
Outside the boundaries of the Western Cape or failure to provide proof	0

**6. DECLARATION**

Bidders who claim points in respect of B-BBEE and Locality must complete the following:

**6.1 B-BEE-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

B-BBEE Status Level of Contribution: \_\_\_\_\_ (maximum of 10 points)

**6.2 LOCALITY CLAIMED IN TERMS OF PARAGRAPH 1.4 AND 5.2**

LOCALITY: \_\_\_\_\_ (maximum of 10 points)

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

**7.1** Name of company / firm: \_\_\_\_\_

**7.2** Company registration number: \_\_\_\_\_

**7.3** VAT registration number: \_\_\_\_\_

**7.4** 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]

**7.5 MUNICIPAL INFORMATION**

Municipality where business is situated: \_\_\_\_\_

Street address of business:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Registered municipal account number: \_\_\_\_\_

**7.6** 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 5, 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.

.....

**SIGNATURE(S) OF TENDERER(S)**

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....  
.....  
.....  
.....

**6. MBD 8: BIDDER'S PAST PRACTICES**

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?  <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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) ..... CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.**

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

\_\_\_\_\_  
Name of Tenderer

**DECLARATION OF MUNICIPAL ACCOUNTS OF COMPANY AND DIRECTORS**

Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
--	---------------------------------	--------------------------------

The Tenderer must affix proof of Municipal Accounts or valid lease agreements of the company as well as Directors and also complete the addresses of Directors below. If the Bidder has more than 12 Directors, a schedule with addresses must also be attached to the tender document.

**Director 1 Name & Address:                      Director 2 Name & Address:                      Director 3 Name & Address:**

<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Director 4 Name & Address:                      Director 5 Name & Address:                      Director 6 Name & Address:**

<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Director 7 Name & Address:                      Director 8 Name & Address:                      Director 9 Name & Address:**

<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Director 10 Name & Address:                      Director 11 Name & Address:                      Director 12 Name & address**

<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____	<u>Mr. / Mrs</u> _____
_____	_____	_____
_____	_____	_____
_____	_____	_____

**Attach page if space insufficient.**

**7. MBD 9: CERTIFICATE OF INDEPENDENT BID DETERMINATION**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1. This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 37 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a) take all reasonable steps to prevent such abuse;
  - b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
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:

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - a) prices;
  - b) geographical area where product or service will be rendered (market allocation)
  - c) methods, factors or formulas used to calculate prices;
  - d) the intention or decision to submit or not to submit, a bid;
  - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. 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.

11. 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.

12. 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.

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

<sup>3</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**8. CENTRAL SUPPLIER DATABASE (CSD)**

Paragraph 14(1)(a) of the Municipal Supply Chain Management Policy states that the municipality must keep a list of accredited prospective providers of goods and services that must be used for the procurement requirements. Saldanha Bay Municipality has decided to accept an invitation from Provincial Treasury to join the Western Cape Supplier Database (WCSD) with the view of using one centralized database. However, on 01 July the Municipality will make use of the Centralised Supplier Database. This decision was taken based on the advantages it holds for our suppliers as well as our organization's procurement processes. All prospective providers of municipal goods and/or services are hereby requested to register their business with the CSD.

**The usage of the Centralised Supplier Database came into effect on 01 July 2016. REGISTRATION WILL BE COMPULSORY IN ORDER TO CONDUCT BUSINESS WITH SALDANHA BAY MUNICIPALITY. The database will be used to verify the accreditation of a supplier before an award can be made.**

**All prospective suppliers should be aware of the amended codes of good practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act as issued by the Minister of Trade and Industry (Gazette No.36928) on 11 October 2013.**

Enquiries can be made to Mr. S. Arendse at 022 701 6940.

CSD registration number (if registered): .....

**PART C: CONDITIONS OF CONTRACT****9. GENERAL CONDITIONS OF CONTRACT (GCC OF 2010)****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.
  - 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 anything 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 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "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.

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

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

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "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.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

## **3. General**

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

## **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 so 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.

**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 Department or an organization acting on behalf of the Department.
- 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**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract.

The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified 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 these 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties**

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

**23. Termination for default**

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- (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.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) The name and address of the supplier and / or person restricted by the purchaser;

(ii) The date of commencement of the restriction;

(iii) The period of restriction; and

(iv) The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years.

23.7 The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

24.1 When, after the date of bid, provisional payments are required, or 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, the State is not liable for any amount so required or imposed, or for the amount of any such increase.

When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

**25. Force Majeure**

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

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation.

No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 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 wilful 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 the Department 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.

**33. National Industrial Participation (NIP) Programme**

- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

**34 Prohibition of Restrictive practices**

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

**10. SPECIAL CONDITIONS OF CONTRACT**

1. The GCC, clause 15, states a guarantee period of 12 months. This clause is superseded by the guarantee period as requested in the Specification Schedule of each individual Item.
2. The tender will be awarded per item. It is compulsory that all subitems should be completed in full and comply to the minimum specifications to be found responsive for the specific item.
3. The Municipality reserves the right to purchase any quantity per item, including none and including additional items.
4. It is compulsory for the tenderer to be an accredited agent / dealer of the manufacturer and to submit proof thereof on a letter head of the manufacturer.
5. It is Compulsory to Comply to all minimum specifications and attachments in the tender document. Failure to comply to all the minimum specifications and failure to attach all the required documents requested in Annexure B will render the tenderer non-responsive.
6. Price adjustment for the complete generating units and automatic change over switches will be considered if supported by documentary proof of exchange rate (ROE) fluctuation and price increases from the manufacturer. All other pricing on items will remain fixed for the tender period

**11. AUTHORITY TO SIGN BID**

**TYPE OF ENTERPRISE (Please indicate with an "X" and complete the indicated section below)**

Company (Pty) Ltd. & Ltd.	Please complete <b>section 1</b> below	
Close Corporation (CC)	Please complete <b>section 2</b> below	
Sole Proprietor	Please complete <b>section 3</b> below	
Partnership	Please complete <b>section 4</b> below	
Consortium, Club, Trust, etc.	Please complete <b>section 5</b> below	
Joint Venture	Please complete <b>section 6</b> below	

**1. COMPANIES - (PTY) LTD. & LTD.**

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

1.2. A valid resolution must be signed by:

- 1.2.1. Majority directors; or
- 1.2.2. Chairman of the Board; or
- 1.2.3. Company Secretary

**PARTICULARS OF RESOLUTION BY THE BOARD OF DIRECTORS OF THE COMPANY**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>

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

**2. CLOSE CORPORATION (CC)**

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

2.2. A valid resolution must be signed by:

2.2.1. Majority members; or

2.2.2. Member with majority shareholding but only if such shareholding is more than 50%; or

2.2.3. Company Secretary.

**PARTICULARS OF RESOLUTION BY THE MEMBERS OF THE CLOSE CORPORATION**

<b>Date resolution was taken</b>			
<b>Resolution signed by (name and surname)</b>			
<b>Capacity</b>			
<b>Name and surname of delegated authorised signatory</b>			
<b>Capacity</b>			
<b>Specimen signature</b>			
<b>Full name and surname of ALL director(s) / member (s)</b>			
<b>Is a copy of the resolution attached?</b>	<b>YES</b>		<b>NO</b>

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

**3. SOLE PROPRIETOR (SINGLE OWNER BUSINESS) & NATURAL PERSON**

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

**OR**

I, \_\_\_\_\_, the undersigned, hereby confirm that I am submitting this bid in my capacity as natural person.

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

**4. PARTNERSHIP**

We, the undersigned partners in the business trading as

\_\_\_\_\_

hereby authorize Mr / Ms \_\_\_\_\_

to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and /or contract for and on behalf of the abovementioned partnership.

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

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

**5. CONSORTIUM / CLUB / TRUST / ETC.**

We, the undersigned consortium partners, hereby authorize \_\_\_\_\_

(Name of entity) to act as lead consortium partner and further authorize

Mr / Ms \_\_\_\_\_

to sign this offer as well as any contract resulting from this bid and any other documents and correspondence in connection with this bid and / or contract for and on behalf of the consortium.

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

<b>Full Name of consortium member</b>	<b>Role of consortium member</b>	<b>% Participation</b>	<b>Signature</b>
SIGNED ON BEHALF OF PARTNERSHIP:		DATE:	
PRINT NAME:			
WITNESS 1:		WITNESS 2:	

**6. JOINT VENTURE**

We, the undersigned, are submitting this bid offer in joint venture and hereby authorize Mr / Ms \_\_\_\_\_ authorized signatory of the Company / Close Corporation / Partnership (name) \_\_\_\_\_, acting in the capacity of lead partner, to sign all documents in connection with the bid offer and any contract resulting from it on our behalf.

**1. LEAD PARTNER (Whom the Municipality shall hold liable for the purpose of the tender)**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**2. 2<sup>nd</sup> PARTNER**

Name of firm			
Address			
		Tel. No.	
Signature		Designation	

**3. 3<sup>rd</sup> PARTNER**

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**4. 4<sup>th</sup> PARTNER**

Name of firm			
Address:			
		Tel. No.	
Signature		Designation	

**NOTE: A copy of the Joint Venture Agreement indicating clearly the percentage contribution of each partner to the Joint Venture, is to be submitted with the bid.**

**A board resolution, authorising each signatory who signed above to do so, is to be submitted with the bid.**

**12. CONTRACT FORM: PURCHASE OF GOODS/WORKS/SERVICES  
(MBD7)**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SUCCESSFUL BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL BIDDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS. NOTE: THIS FORM WILL ONLY BE SIGNED BY THE PURCHASER AFTER AWARD AND APPEAL/S HAVE BEEN DEALT WITH.**

**PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works or to render services described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid
    - Tax clearance certificate
    - Pricing schedule(s)
    - Technical Specification(s)
    - Preference claims in terms of the Preferential Procurement Policy adopted by Council on R7/1-24, of 30 January 2024;
    - Declaration of interest
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2.	.....
DATE:.....	

**PURCHASE OF GOODS/WORKS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as .....  
accept your bid under reference number **SBM 31/23/24** dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note (goods or works) or after receipt of an invoice (services).

**TO BE COMPLETED: GOODS / WORKS**

<b>ITEM NO.</b>	<b>PRICE (VAT INCL)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>POINTS CLAIMED FOR HDI'S (BEE)</b>	<b>POINTS CLAIMED FOR RDP GOALS (Locality)</b>

OR

**TO BE COMPLETED: SERVICES**

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (VAT INCL)</b>	<b>COMPLETION DATE</b>	<b>POINTS CLAIMED FOR HDI'S (BEE)</b>	<b>POINTS CLAIMED FOR RDP GOALS (Locality)</b>

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

<b>WITNESSES</b>	
1.	.....
2.	.....
DATE	.....

**PART D: SPECIFICATIONS**

**13. SPECIFICATIONS:**

**TENDER: ITEM SUMMARY**

**DESCRIPTION**

**SUPPLY, DELIVERY AND COMMISSIONING OF NEW GENERATORS**

- ITEM 1: MINIMUM 20kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 2: MINIMUM 50kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 3: MINIMUM 85kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 4: MINIMUM 100kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 5: MINIMUM 270kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 6: MINIMUM 420kVA GENERATOR WITH KIOSK WITH ATS**
- ITEM 7: AUTOMATIC TRANSFER SWITCHES (CHANGE-OVERS)**

***ATS: Automatic Transfer switch (Change-over switch)***

**GENERAL SPECIFICATION COMPLIANCY STATEMENT**

**1. CHECKLIST (APPLICABLE FOR ALL ITEMS)**

**IT IS COMPULSORY TO SIGN ALL LINE ITEMS IF TENDERER COMPLIES**

<b>IMPORTANT NOTICE AND CHECK LIST FOR TENDERERS</b>		
<b>DESCRIPTION</b>	<b>ACTION</b>	<b>SIGNATURE</b>
1. It is compulsory to attach <u>all</u> documentation as requested, to the Tender.	Attach	
2. Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. Price adjustments on generating units and ATS will be considered as specified in the pricing schedule.	Comply	
3. Compulsory ISO / SANS accreditation where applicable.	Attach	
4. The tenderer shall be an accredited agent (Parts, Sales, Dealership and Workshop) of the manufacturer, appointed by the manufacturer or South African Head office of the manufacturer, in writing ( <u>Attach proof of appointment letter from manufacturer</u> ).	Comply & Attach	
5. Proof to be provided that the person completing the tenderer is employed by the agency of the manufacturer and duly authorized to tender on its behalf. (Original Document or Originally certified copy)	Comply & Attach	
6. Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a <u>minimum radius</u> from Saldanha Bay Municipality head office in Vredenburg as stipulated in the specifications per item.	Comply	
7. All sub-items shall comply with all the minimum specifications.	Comply	
8. Tender quantities are estimated, and the Municipality reserves the right to purchase any quantity, if any, including none.	Comply	
9. The tender will be adjudicated per <u>total price per item</u> .	Take note	
10. It is compulsory to confirm "yes" or "no" on all specifications in all line items in all sections. (Each line). Failure to confirm "yes" or "no" will be regarded as "no", and the tenderer will be found non-responsive for the respective item/s.	Comply	
11. It is compulsory to attach standard, manufacturer's specifications brochures and to clearly mark the item tendered for. Specifications in the tender document must reflect on the specification sheet and comply to the minimum specifications. <u>Typed specifications will not be accepted.</u>	Comply & Attach	
12. It is compulsory to comply to all the minimum specifications.	Comply	
13. Penalties for late deliveries will be applicable as per section 21, 22 and 23 of the General Conditions of contract.	Take note	
14. Notwithstanding any omissions, all items shall be delivered and commissioned in Vredenburg area, fully functional and operational, complying with the minimum specifications. Additional cost to comply shall be for the account of the tenderer.	Comply	
15. The tender quantities and award is subjected to available budget.	Take note	
16. Delivery / Installation / commissioning and full fuel tank must be included in the tender price.	Comply	

**It is compulsory to comply to all line items above and to sign all listed notices**

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY GENERAL SPECIFICATIONS APPLICABLE FOR ALL ITEMS  
COMPULSORY TO COMPLETE**

**Quantities**

Estimated quantities for purchase will be noted at each individual item. Take note that the quantities are only an estimation for pricing purposes. The Municipality reserves the right to purchase any quantity of items including none. **The tender will be awarded per individual item.**

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
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**DELIVERY PERIOD**

Items shall be delivered within 16 weeks after reception of order. Penalties for late deliveries will be applicable as per section 21, 22 and 23 of the General Conditions of contract. Failure to deliver within the requested period will also result the termination of contract and to be included in the schedule of tender defaulters. The tenderer may be held accountable for the additional cost incurred. The delivery period must be confirmed in the pricing schedule.

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
------------------------------	--

**COMPLIANCE ON DELIVERY**

It is compulsory that items must be delivered and commissioned at respective towns in the Saldanha Bay Municipal district and comply to all the minimum specifications. All required documentation must be submitted on delivery. Failure to meet or exceed the minimum specifications will result in non-acceptance of the item with cost to comply for the account of the tenderer. Delivery / commissioning costs, services and plinth installation and full fuel tank must be included in the tender price.

The following must be submitted on delivery:

- Two sets of keys for the generator kiosk;
- Two sets of keys each for the change-over system kiosk as well as the controller inside the kiosk;
- Commissioning certificate;
- Wiring diagram;
- Operator’s manual; and
- Change-over switch plates.

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
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**ONLY NEW GENERATORS AND EQUIPMENT WILL BE ACCEPTED**

All generators, kiosks and switchgear shall be new with Saldanha Bay Municipality as first owner.

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
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**Service Centre**

Saldanha Bay Municipality will service the units at the nearest accredited agent with Vredenburg as reference.

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
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**COMPULSORY GENERAL SPECIFICATIONS. APPLICABLE FOR ALL ITEMS**

**Comply  
Yes/No**

Tenderer to ensure that an approved agency (Including dealership and workshop) of the manufacturer (including any attachments / additions) are situated within a minimum radius of 180km from Saldanha Bay Municipality head office in Vredenburg.	
The tenderer must be available for emergency repairs within 3 hours from call of request.	
Tender Price must include installation, commissioning services and plinth installation in the Saldanha Bay Municipal district, Western Cape.	
Items must be installed fully assembled, functional and operational.	
Generators must be new with Saldanha Bay Municipality as first owner. Hour meter must not reflect more than 10 hours.	
Delivery Period: Items shall be delivered to the Municipality within <b>16 weeks</b> after reception of formal order.	
Generators must be delivered with <b>full fuel tank</b> .	

**Compulsory to all tenderers**

In view of the sophistication of plant, only the manufacturer or authorized dealers of manufacturer shall be allowed to tender. Tenderers are therefore required to be appointed as authorized dealers of the engine and generator unit by the manufacturer in writing and **attach proof**. [from the Manufacturer or South African Head Office of Manufacturer to be Attached] that they are authorized by the manufacturer as an Agent (Dealer, Spares and Workshop) in respect of the warranty, after sales service, workshop, support and spares supply of the items offered on an official manufacturer's letter head. It is compulsory to supply approved dealer code below

**Comply  
Yes/No**

COMPULSORY TO CONFIRM YES/NO	
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TENDERER'S NAME

MANUFACTURER'S AGENCY CODE

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TAKE NOTE THAT THE MUNICIPALITY RESERVES THE RIGHT TO VERIFY AGENCY STATUS

It is compulsory to comply to all the minimum specifications  
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
**SIGNATURE OF TENDERER**

Initial \_\_\_\_\_

**COMPULSORY GENERAL CONDITIONS APPLICABLE FOR ALL ITEMS**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>INFORMATION AND CONDITIONS:</b></p> <p><b>The engine must operate under the following conditions :</b></p> <p>a) Altitude : 0 - 200m above sea level                      b) Ambient temperature :-4°C to +50°C                      c) Humidity : 65% RH                      d) Distance from sea : ±500m                      e) Wind speed : In excess of 60 km/h                      f) Rain : from a light drizzle to heavy rain in stormy conditions</p>		
<p><b>ENGINE</b></p> <p>Internal combustion diesel engine complying to the detailed minimum specifications per item as reflecting per manufacturer's specification sheet for individual items.</p> <p>Emergency STOP facility.</p> <p>Compliance to European, minimum Stage/Tier/Euro II, engine emission standards for all engines will be compulsory</p>		
<p><b>GENERATING UNIT</b></p> <p>The machine must be of the single bearing, 4 pole, revolving field, and brushless, screen protected, self-regulating horizontal flange mounted drip proof type in compliance with BS 5000, Part 99, and equipped with an electronic voltage regulator.</p> <p>The regulation must not exceed 2% of the nominal, at all loads, with the power factor between unity and 0,8 lagging and within the driving speed variation of the engine governor characteristics specified, between no-load and full load.</p> <p>The excitation system must be designed to promote rapid recovery following the sudden application of the full load; the voltage must recover to within 2.5% of the steady state within 300 milli seconds following the transient. The voltage dip must not exceed 20% under full load application.</p> <p>The frequency regulation must be between 49,5 to 50,5 with 50Hz as the norm.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>STARTING SYSTEM (Engine):</b> The engine must be so designed to easily started from cold, under summer as well as winter conditions. A 12V or 24V electric starter motor must be fitted to the engine with a 100Ah battery. Besides the <u>automatic starting and stopping</u>, provision must be made on the control panel for <u>manual starting and stopping</u> of the generation set and battery charging and regulator function must be supplied from the engine.</p>		
<p><b>COOLING SYSTEM:</b> Water cooled radiator filled with 50% antifreeze</p>		
<p><b>ENGINE PROTECTION</b> Mechanical engine protection system which constantly monitors the engine oil pressure and temperature of the engine. The device must shut the engine down in the event of a loss of oil pressure or engine overheats. The shut-down unit may be electronic if the installation of a mechanical unit is not possible.</p>		
<p><b>FUEL SYSTEM:</b> Compatible with 50ppm diesel</p> <p>The fuel injection equipment must be suitable for the operation with diesel fuel complying with SANS 342.</p> <p>Fuel filters and water trap of the replaceable element type must be fitted to the engine.</p>		
<p><b>FUEL TANK:</b> The tank shall have sufficient capacity for standby set to run the engine on full load for a period of 8 hours. The minimum volume of fuel will be specified in the detailed specifications. A drip tray shall be mounted below the engine and must be large enough to collect any fuel that drips from the fuel line and accessories. The drip tray shall be manufactured from mild steel and shall be galvanized and/or epoxy coated or otherwise protected in an approved manner against corrosion.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>EXHAUST SYSTEM:</b> The exhaust specified for installation must be connected to the engine exhaust main flow flange to take up vibrations transmitted from the engine. Bend or flap to prevent access of rainwater and dew with water drainage hole at the lowest point</p>		
<p><b>ENGINE PRE-HEATING SYSTEM</b> Thermostatically controlled water jacket heating system functioning 24/7 to keep coolant temperature at constant minimum of 50°C whilst the unit is non-operational by means of internal water circulation.</p>		
<p><b>CONTROL AND SWITCHBOARD:</b> A mounted panel fabricated from heavy gauge sheet, and must have lockable hinged access doors and must be finished in a high quality air drying enamel to comply to SABS standards.</p> <p>a) 1 – AC Voltmeter (AC 3 phase and single phase).</p> <p>b) 1 – DC Voltmeter (DC Battery).</p> <p>c) 3 – Ammeters with MDI - all 3 phases.</p> <p>d) 1 – Frequency meter [50Hz].</p> <p>e) 1 – Triple pole isolator for mains isolation suitably rated for each individual unit size at a rated STC of 25kA for 1 sec. Isolator must be SANS approved and marked accordingly on the isolator.</p> <p>f) 1 – Triple pole circuit breaker for the alternator not exceeding the design ampère of the alternator, but suitably rated for each individual unit size at a rated STC of 15kA for 1 sec. Breaker must be SANS approved and marked accordingly on the breaker.</p> <p>g) 2 – Triple pole mains change-over contactors suitably rated for each individual unit size at a rated STC of 15kA for 1 sec, and electrically and manually interlocked between mains supply and alternator supply, or one microprocessor controlled combined and contained switch-over assembly, both of which must be SANS approved and so marked on the units installed.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>CONTROL AND SWITCHBOARD (Continued):</b></p> <p>h) 2 – Indication lamps for “alternator” and “mains” supply indication.</p> <p>i) 1 – Mains operated, constant voltage battery charger, complete with ammeter, voltmeter and suitable control and protection, constant voltage with a maximum 3A charge rate.</p> <p><b>The control unit must contain a mains monitor, alternator monitor and central processing unit, comprising of a reprogrammable microprocessor providing all the timing functions necessary. The timing function for contactor delays, engine start procedures and protection circuitry, etc., must be derived from a single clock, and must perform the following :</b></p> <p>a) Monitor the mains voltage between phase and neutral. Visual monitoring LEDS indicating voltage faults must be provided.</p> <p>b) Monitor the alternator voltage between phase and neutral. Frequency monitoring incorporating set limits of <math>\pm 1\%</math> on 50Hz must be provided. Visual monitoring LED’s indicating voltage, and frequency faults must also be provided.</p> <p>c) Time the following functions:</p> <ol style="list-style-type: none"> <li>1. Mains contactor opening – On detection of a voltage fault - immediately.</li> <li>2. Start command – Adjustable from 2-6 seconds following a mains fault.</li> <li>3. Start command – Three to six adjustable settings of 10 seconds duration with 15 second intervals between attempts.</li> </ol>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>CONTROL AND SWITCHBOARD</b></p> <p>4. Alternator to mains – Adjustable from 0-10 minutes after restoration of mains supply.</p> <p>5. Alternator to mains – A 2-second delay between alternator contactor opening and mains contactor closing to prevent intolerable surges.</p> <p>6. No-load run down – Adjustable from 5 minutes to 10 minutes in the case of turbo charged engines and usually set to 5 minutes.</p> <p>7. The control unit must be able to communicate by serial interface to the Municipal Telemetry system. Operation must be in place before signing off the installation</p> <p>8. Mains to alternator Contactor delay: A 2-second delay between mains contactor opening and alternator contactor closing when a mains failure occurs during rundown period.</p> <p>9. Alternator contactor closing: 2 seconds after output has reached the set Voltage and frequency parameters.</p> <p>10. Hour meter fitted to the engine registering operating hours.</p> <p><b>Provide a protection circuit with individual indication (LEDS) and manual reset for the following alarms:</b></p> <p>1. Low oil pressure.</p> <p>2. High engine temperature.</p> <p>3. Over and under revving.</p> <p>4. Alternator overload.</p> <p>5. Over and under alternator voltage.</p> <p>6. Low fuel level.</p> <p>7 Start failure.</p> <p>8. Battery high / low voltage.</p> <p>In addition, two relays with reset pushes buttons must be able to give a digital output to a cell phone and visible signal when the fuel tank level is low.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>FULL AUTOMATIC CHANGE-OVER SYSTEM:</b>                      A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder (Load) in case of a mains failure and reverse this procedure on successful return of the mains. Change-over must be fully automatic with communication network between the power supply and the generator. The system must be so designed that a type of reclose/fail-safe is incorporated into the system, that allows for a second attempt to switch over if the first signal or attempt has failed and locks out after that.                      The changeover unit must be fitted in a weatherproof mini kiosk / canopy. The system must be so designed that a type of reclose/fail-safe is incorporated into the system, that allows for a second attempt to switch over if the first signal or attempt has failed and locks out after that.</p>		
<p><b>WIRING:</b>                      Wiring shall be neatly bound together and secured onto the equipment panel where required. All connections shall be done with lugs of the correct size, bolted unto the equipment. Internal wiring for distribution circuits shall be of size with current carrying capacities in excess of the current rating of the circuit breaker connected thereto.</p>		
<p><b>EARTHING:</b>                      An earth bar must be fitted in the control panel to which all non-current carrying metal parts shall be bonded.                       The neutral point of the alternator must be solidly connected to this bar by means of a removable link labeled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.</p>		
<p><b>DOOR LOCKS:</b>                      Doors shall be fitted with locks. These locks shall be installed on the Generator by the Contractor. (2 Keys to be supply per lock)</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>HOUSING / KIOSK:</b>                      Fabricated from fully electroplated galvanised / epoxy /powder coated mild steel complying to the minimum requirements of IP45 standards.</p> <p>The engine must be enclosed and is required for a coastal (Corrosive) environment.</p> <p>The kiosk shall be designed for safe venting of gases, heat and to restrict condensation but shall at the same time be vermin proof.</p> <p>The ventilation holes shall be so positioned or designed as to prevent the ingress of water and encourage natural air flow within the enclosure.                      The access doors shall be secured with a three-point locking mechanism.</p> <p>All ferrous parts which are not manufactured from 3CR12 shall be hot dip galvanized need to comply with requirements of SANS 121, or otherwise protected in an approved manner against corrosion.</p> <p>All rivets, bolts, nuts, washers and set screws shall be of stainless steel.</p> <p>The Unit must be sound – proofed to not exceed 70db @ 15 meter at full load.</p> <p>All compartment doors shall be lockable.</p> <p>Emergency isolation of the generator must be possible.</p>		
<p><b>KIOSK DOORS</b>                      All kiosks from 100kVA and above shall have a minimum of four side hinged doors with locks.</p>		
<p><b>MINIMUM KIOSK SIZES</b>                      In order to provide adequate working space, kiosks / housing dimensions shall not be less but may exceed the dimensions below:                      20kVA: Length: 1800mm, Width: 700mm                      50kVA: Length: 2100mm, Width: 950mm                      85kVA: Length: 2500mm, Width: 1100mm                      100kVA: Length: 2500mm, Width: 1100mm                      275kVA: Length: 4300mm, Width: 1400mm                      420kVA: Length: 4800mm, Width: 1500mm</p> <p>It is compulsory that all kiosk dimensions reflect on the manufacturer's specification sheet</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>IDENTIFICATIONS/LABELING:</b></p> <p>Danger signs shall be provided on each door of the unit. The danger sign (light arrow) shall be in accordance with the requirements of the Occupational Health and Safety Act, Act 85.</p> <p>Notices must be installed in the plant rooms. The contents of these notices are summarized below.</p> <ul style="list-style-type: none"> <li>a. Unauthorized entry prohibited.</li> <li>b. Unauthorized handling of equipment prohibited.</li> <li>c. Procedure in case of electric shock.</li> <li>d. Procedure in case of fire.</li> </ul> <p>Lettering must be black on a yellow background.</p> <p>Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room.</p> <p>The motive shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:</p> <p><b>DANGER:</b> The engine will start without notice. Turn selector switch on control board to "OFF" before working on the plant.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>TESTING AT THE TENDERER'S PREMISES PRIOR TO DELIVERY</b></p> <p>A factory acceptance test needs to be done before delivery of generator to site. (During the factory acceptance test all quality inspection and installation specification as pointed out in the specification will be checked.)</p> <p>The following will be checked and agreed to by the Tenderer and the Municipality. Generator auto start with simulated power failure. Electrical tests as required for certification. Load test up to required design. Proof of galvanised kiosk and soundproof compliance. Thermal water jacket heating when machine is not in operation. Documentary of proof of ISO factory compliance of the manufacturer.</p> <p>The tenderer will arrange the installation and commissioning with all relevant parties prior to delivery.</p>		
<p><b>TESTING AFTER INSTALLATION ON SITE</b></p> <p>The Contractor shall provide at his own cost the tools, instruments, equipment and consumables necessary for the performance of the tests as required.</p> <p>The Contractor shall further arrange for the tests to be performed at times suitable for the Local Authority.</p> <p>The following test shall be performed:</p> <p>Low Voltage Cables: Continuity and insulation resistance test.</p> <p>Low Voltage Installation: Earth resistance, continuity and insulation resistance tests.</p> <p>Loss of supply / self-start, no-load and full load.</p> <p>Commissioning of the works shall take place upon approval thereof by the Local Authority.</p> <p>All the applicable testing at the premises of the tenderer above shall also be executed after delivery on site before hand over.</p> <p>The signing of completion certificates will be subjected to the approval of the municipal electrical engineer.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>CERTIFICATES:</b> The Tenderer shall hand over the original documents of the following required test certificates to the Local Authority on completion of the project.</p> <p>Test certificates with the results of the continuity, and insulation resistance tests of the cables. Certificates as issued by the manufacturer for equipment supplied.</p> <p>Test certificates for the measurement of the earth resistance of the system. Test for rated voltage and lifting points</p>		
<p><b>PLINTH:</b> The tenderer will be responsible for the plinth civil construction. The plinth shall be so designed that the unit shall be firmly held in position by the pressure of the soil bearing on the plinth once the unit is installed. The top of the plinth shall at least be +/- 150mm above the finished ground level. The plinth thickness must be approximately 200 mm (Steel Reinforcement to be use in plinth).</p> <p>Construction specifications: Y12 reinforcement @250mm with 50mm minimum cover on a platform compacted to 98% MODAASHTO.</p> <p>Concrete strength to be minimum 20Mpa/19mm. Wood float to smooth, level, even finish with tolerance of 3mm / LM in all directions.</p> <p><u>PLINTH SIZES:</u> Plint sizes shall be 400mm wider and 600mm longer than kiosk sizes noted above.</p> <p>All plinth drawings must be submitted to the departmental manager and signed off prior to construction / installation. No payment will be approved unless signed drawings are not submitted with invoice.</p>		
<p><b>CABLING</b> The Municipality will be accountable for the appropriate cabling from the Generator and connection to the DB board inside the applicable station. The tenderer will take responsibility for the connection to the generator and the commissioning and provide for all cabling inside the generator kiosk. All connections and breakers on the generator must be supplied by the tenderer.</p>		

**COMPULSORY GENERAL CONDITIONS (continued)**

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<p><b>COMPLIANCE</b> <b><u>ISO / SANS</u></b> Compulsory ISO / SANS manufacturing compliance of the manufacturing facility.</p> <p>It is compulsory to attach documentary proof (certificate) of compliance.</p>		
<p><b>MAINTENANCE</b> It is compulsory for the tenderer to maintain and service the units for a 12-month period. It is therefore required that the tenderer has qualified artisans in the employ with service vehicles available. Attach proof of qualified artisans.</p>		
<p>The tenderer shall include in the tender price, per item, a scheduled maintenance program for the first 12 months after commissioning as per manufacturer’s specifications. It will include quarterly services. A minimum of 4 services per annum shall be <b><u>executed by the tenderer with no additional cost for the municipality.</u></b> Completed services job cards shall be signed off by the Fleet Manager who will in return keep record of the services. Services shall include labour, travelling, all parts and filters, oil, other fluids and any unforeseen expenses that may be applicable, all for the cost of the tenderer.</p>		
<p><b>Generator and ATS Guarantee</b> Minimum 12 months all-inclusive unlimited hours guarantee.</p>		
<p><b>Delivery period</b> All items must be delivered and commissioned within 16 weeks of reception of order. Penalties for late deliveries will be implemented as per GCC.</p>		

It is compulsory to comply to all the minimum specifications noted above  
It is compulsory to confirm “yes” or “no” on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY GENERAL CONDITIONS (continued)**

**COMPULSORY TECHNICAL DOCUMENTATION TO ATTACH TO THE TENDER**

<p><b>Confirmation of General Specifications (Compulsory to attach to tender document)</b></p>
<p><b>Certification</b> Attach documentary proof of ISO / SANS compliance certificates of the manufacturing facility.</p>
<p><b>Engine and generator Specifications</b> Detailed and original manufacturer’s specification sheets of all generator sizes tendered for. The engine and generating unit required specifications must be confirmed in the detailed specification sheets.</p>
<p><b>Drawings: Wiring diagrams</b> Attach detailed Wiring diagram of each generator, switchgear and controllers.</p>
<p><b>Drawings: Plinth</b> Attach plinth drawings.</p>
<p><b>Agency</b> Attach proof of accredited Agency of Generator and engine unit (Documentary Proof from the manufacturer on a letter head.)</p>
<p><b>Qualified artisans</b> Attach a schedule of qualified artisan / technician / engineer employed by the tenderer and certified copies of trade test / qualifications certificates.</p>
<p><b>Sound Levels</b> Attach proof of the maximum Decibel compliance as requested.</p>
<p><b>Overload</b> Documentary proof that the generating unit can allow for 10% overload for minimum of 45 minutes every 12 hours to allow for peak demand.</p>
<p><b>Kiosk / Canopy dimensions and specifications</b> Attach drawings confirming dimensions and specifications.</p>
<p><b>Full Automatic Change over Switch</b> Detailed and original manufacturer’s specification sheet of Full automatic Transfer (Change over) system.</p>
<p><b>Digital Control Panels</b> Detailed and original manufacturer’s specifications of digital control panels.</p>

It is compulsory to comply to all the minimum specifications  
It is compulsory to attach all documentation after Annexure B

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 1: NEW MINIMUM 20 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: SIX

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
In line diesel engine		
Minimum Euro/Tier / Stage II emission standards		
Engine Power: Minimum 16kW Standby Rating		
Engine Power: Minimum 15kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 90 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 20kVA Standby Rating		
Power: Minimum 18kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator.		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 45 minutes in a 12-hour cycle.		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>40A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications  
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 2: NEW MINIMUM 50 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: SEVEN

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
In line diesel engine		
Minimum Euro/Tier / Stage II emission standards		
Engine Power: Minimum 40kW Standby Rating		
Engine Power: Minimum 35kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 90 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 50kVA Standby Rating		
Power: Minimum 45kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator.		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 45 minutes in a 12-hour cycle. <b>Attach proof.</b>		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>80A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications  
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 3: NEW MINIMUM 85 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: FIVE

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
Minimum 4 cylinder in line diesel		
Minimum Euro/Tier / Stage II emission standards		
Engine Power: Minimum 70kW Standby Rating		
Engine Power: Minimum 60kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 200 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 85kVA Standby Rating		
Power: Minimum 80kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 45 minutes in a 12-hour cycle.		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>125A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 4: NEW MINIMUM 100 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: FOUR

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
Minimum 4 cylinder in line diesel		
Minimum Euro/Tier / Stage II emission standards		
Engine Power: Minimum 85kW Standby Rating		
Engine Power: Minimum 75kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 200 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 100kVA Standby Rating		
Power: Minimum 90kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator.		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 45 minutes in a 12-hour cycle.		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>150A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications

It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 5: NEW MINIMUM 270 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: FOUR

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
Minimum 6 cylinder in line diesel		
Engine Power: Minimum 210kW Standby Rating		
Engine Power: Minimum 200kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 400 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 270kVA Standby Rating		
Power: Minimum 240kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator.		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum of 45 minutes in a 12-hour cycle.		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>400A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications  
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 6: NEW MINIMUM 420 KVA (STANDBY RATING) GENERATOR WITH ATS**

ESTIMATED QUANTITY REQUIRED: THREE

<b>MINIMUM SPECIFICATIONS</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
<b>ENGINE</b>		
Minimum 6 cylinder in line diesel		
Engine Power: Minimum 340kW Standby Rating		
Engine Power: Minimum 300kW Prime Rating		
<b>FUEL TANK CAPACITY:</b> Minimum 800 litres		
<b>GENERATOR UNIT (OUTPUT RATINGS)</b>		
Power: Minimum 420kVA Standby Rating		
Power: Minimum 380kVA Prime Rating		
Sound reducing Kiosk. Maximum sound level at 100% load on a distance of 15m must not exceed 70dB		
Supply Voltage: 415V ±10% Voltage		
Supply Voltage: 230V ±10% Voltage		
Frequency: 50 Hz		
Phase rotation: Clockwise		
Fault level: 15 kA		
3-Phase, 4 wire application		
The unit shall be so designed to accommodate motor starting currents of electrical motors up to 50% of the kVA prime rating of the generator.		
The unit shall be so designed to accommodate a voltage drop of between 20V per phase, but not lower than 40V of nominal voltage during motor starting and should recover to 95% of the nominal voltage within the shortest possible time whilst motor running current is achieved. Once the motor is up to speed, the voltage should return to the rated value.		
The unit shall be so designed to withstand an overload condition of 10% for a set time of minimum 45 minutes in a 12-hour cycle.		
Full Automatic Transfer Switch (Change-over): Minimum Ampere required: <b>620A</b> as per specifications: <u>Refer to Item 7</u>		

**(Item continued)**

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications  
It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**ITEM 7: NEW AUTOMATIC TRANSFER SWITCHES (CHANGE-OVER SWITCHES)  
(THIS ITEM PROVIDES FOR ADDITIONAL CHANGE OVER SWITCHES TO BE PURCHASED)**

**COMPULSORY DETAILED SPECIFICATION COMPLIANCY STATEMENT**

**AUTOMATIC TRANSFER SWITCH (CHANGE OVER SWITCH)**

MINIMUM SPECIFICATIONS	COMPLY YES/NO	OFFERED SPECIFICATIONS
<b>This item provides for <u>additional</u> Automatic Transfer Switches for current generators to be purchased, over and above those included per individual tender item.</b>		
<p><b>FULL AUTOMATIC CHANGE-OVER SYSTEM:</b>                      A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder (Load) in case of a mains failure and reverse this procedure on successful return of the mains. Change-over must be fully automatic with communication network between the power supply and the generator. The system must be so designed that a type of reclose/fail-safe is incorporated into the system, that allows for a second attempt to switch over if the first signal or attempt has failed, and locks out after that.                      The change-over unit must be fitted in a weatherproof mini kiosk / canopy. The system must be so designed that a type of reclose/fail-safe is incorporated into the system, that allows for a second attempt to switch over if the first signal or attempt has failed, and locks out after that.</p>		
Continuously monitor the Main power supply for under and over voltage (V) and over and under frequency (Hz) for both single and three phase systems.		
Full automatic Mains Failure command to start generator automatically and shut unit down on restoration of Main power supply.		
If a Main power supply failure is the detected by the Automatic Transfer Switch, a "start request" must be signalled to the generator module.		
If generator voltage (V) is sufficient, the Automatic Transfer Switch must disconnect the load from the Main power supply and connect to the generator supply.		
The Automatic Transfer Switch must be able to disconnect from the generator supply and reconnect to the Main power supply, when the Main power supply has stabilised.		
Must require a three-wire connection between the Automatic Transfer Switch panel and generator control panel.		
It is compulsory that the Automatic Transfer Switch be motorised.		
Manual test on load or off load facility.		

<b>MINIMUM SPECIFICATIONS (continued)</b>	<b>COMPLY YES/NO</b>	<b>OFFERED SPECIFICATIONS</b>
Three phase monitoring of Main power supply voltage and frequency.		
Suitable for three phase and single phase applications.		
Controller must be fully configurable from the panel without the need for additional software.		
Load switching by means of a <u>motorized</u> switch.		
Adjustable timers for load transfer, generator warm-up and cool-down.		
Compulsory bottom entry of main high voltage cables.		
Switchgear installed in mini kiosk, wall mounted with bottom cable entry.		
Minimum amperage will reflect in the pricing schedule.		
Pricing must include supply, delivery, installation and commissioning in the Saldanha Bay Municipal district.		

**COMPULSORY TO COMPLETE**

DETAILS (As reflected on attached standard manufacturer's specification sheet)

MANUFACTURER	MODEL DESCRIPTION	MODEL CODE

**COMPULSORY TO COMPLETE**

AGENCY DETAILS (As reflected on attached accredited agency letter)

MANUFACTURER	TENDERER'S ACCREDITED AGENCY CODE

It is compulsory to comply to all the minimum specifications  
 It is compulsory to confirm "yes" or "no" on all line items

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**14. PRICING SCHEDULE**

**(Each page of the pricing schedule must be signed, if not the bid will be disqualified)**

IT IS COMPULSORY TO COMPLETE THE PRICING SCHEDULE INCLUDED IN THIS DOCUMENT FOR ALL ITEMS TENDERED FOR.

NO LETTER HEAD OR ALTERNATIVE PRICE SCHEDULE WILL BE ACCEPTED

- IT IS COMPULSORY TO COMPLETE ALL LINE ITEMS OF THE PRICING SCHEDULE TENDERED FOR. NO LINE ITEMS MUST BE LEFT BLANK. LINE ITEMS WHERE THE COST IS INCLUDED IN THE TENDER PRICE, MUST BE INDICATED AS "INCLUDED". LINE ITEMS PROVIDED FREE OF CHARGE MUST BE INDICATED WITH "R0.00". IF THESE PRICING INSTRUCTIONS ARE NOT ADHERED TO, THE TENDER WILL BE FOUND NON-RESPONSIVE.
- ALL PRICES ARE **UNIT** PRICES.
- IT IS COMPULSORY TO COMPLY TO ALL THE MINIMUM SPECIFICATIONS PER ITEM.
- THE ITEM WILL BE EVALUATED AND AWARDED ON THE TOTAL PRICE **PER ITEM**.
- IT IS COMPULSORY TO ADD ALL PRICES TO DETERMINE THE TOTAL. NO UNIT PRICE CORRECTIONS WILL BE ACCEPTED AFTER TENDER CLOSURE.
- IT IS COMPULSORY TO CONFIRM THE MAKE AND MODEL AS WELL AS THE DELIVERY PERIOD ON THE PRICING SCHEDULE.
- THE TENDER PRICE MUST INCLUDE THE SUPPLY, DELIVERY AND COMMISSIONING IN THE SALDANHA BAY MUNICIPAL DISTRICT FOR ALL ITEMS. DELIVERED WITH A FULL FUEL TANK.

The following pricing components shall remain **fixed** for the tender period and **no price adjustments will be accepted**

- Delivery, installation, inside cabling, and commissioning.
- Services as per specifications.
- Plinth construction.
- Engine protection units.
- Labour

Price adjustments of the following pricing components below will be considered by Municipal management but only with submission of documentary proof accompanied by a motivational letter. The municipality reserves the right to accept or decline the amendment of the quoted fixed rate based on affordability.

- Supply of complete generator unit in kiosk / canopy.
- Supply of complete Automatic Change Over Switch / Transfer Switch.

Price adjustments will only be considered if all supporting documentation is submitted in writing:

- Fluctuation in the South African rand / foreign exchange rates with clear reference to the ROE at date of tender closure compared to the date of reception of order.
- Written proof of price increases submitted from the manufacturer on an official letter head of the manufacturer.
- Written proof of imported components per item.

No other motivations for price adjustments will be accepted

Pricing Schedule (continued)

The complete generator unit and full automatic change-over system price increases will be evaluated taking in account the Rand / Foreign currency exchange rate (ROE). The ROE of date of the Tender closure will be utilised and duly noted as reference for the pricing schedule.

I accept and approve all of the above.

.....  
SIGNATURE OF TENDERER

**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 1: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 20kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>1</b>	Supply, of new minimum <b>20kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 40A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

\_\_\_\_\_  
NAME OF TENDERER (THE COMPANY)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 2: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 50kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>2</b>	Supply, of new minimum <b>50kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 80A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

\_\_\_\_\_  
NAME OF TENDERER (THE COMPANY)

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
DATE

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**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 3: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 85kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>3</b>	Supply, of new minimum <b>85kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 125A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

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NAME OF TENDERER (THE COMPANY)

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SIGNATURE

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DATE

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**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 4: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 100kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>4</b>	Supply, of new minimum <b>100kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 150A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R_____</b>		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R_____</b>		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

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NAME OF TENDERER (THE COMPANY)

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**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 5: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 270kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>5</b>	Supply, of new minimum <b>270kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 400A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

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NAME OF TENDERER (THE COMPANY)

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**Pricing Schedule (continued)**

**COMPULSORY TO COMPLETE IN FULL FOR ITEMS TENDERED FOR**

**ITEM 6: SUPPLY, DELIVERY AND COMMISSIONING OF NEW MINIMUM 420kVA GENERATOR.**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>UNIT PRICE (EACH) EXCLUDING VAT (Rand)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
<b>6</b>	Supply, of new minimum <b>420kVA</b> diesel driven complete Generator and engine unit with enclosed kiosk / canopy.	<b>R</b>		
	Supply, of new minimum 620A full-automatic motorised change over switch.	<b>R</b>		
	Delivery, site works, cabling, commissioning and test run on site the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	12-month Service cost for 4 services including travelling, labour, all parts, oils and fluids services on site in the Saldanha Bay district <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Construction of plinth at site. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	Engine protection and automatic shut off unit. <b><u>Price fixed for the tender period.</u></b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT- EXCL. VAT (Total of all line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE PER UNIT – INCL. VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

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NAME OF TENDERER (THE COMPANY)

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**ITEM 7: SUPPLY INSTALLATION AND COMMISIONING OF AUTOMATIC CHANGE OVER SWITCH / TRANSFER SWITCHES IN VREDENBURG**

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>NETT PRICE PER UNIT, EXCL. VAT (EACH) in Rand (R)</b>	<b>MAKE AND MODEL</b>	<b>DELIVERY PERIOD (Weeks)</b>
7.1	Minimum 40A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
7.2	Minimum 80A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
7.3	Minimum 125A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
7.4	Minimum 150A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
7.5	Minimum 400A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
7.6	Minimum 620A complete automatic, motorised change over switch in wall mounted kiosk, installed and commissioned.	<b>R</b>		
	<b>TOTAL TENDER PRICE - EXCL VAT (Total of line items above)</b>	<b>R</b> _____		
	<b>VAT @ 15%</b>	<b>R</b>		
	<b>TOTAL TENDER PRICE - INCL VAT</b>	<b>R</b> _____		

It is compulsory that the installed unit must comply to all the minimum specifications as stated in this document and all requirements included in the pricing schedule

\_\_\_\_\_

NAME OF TENDERER (THE COMPANY)                      SIGNATURE                      DATE

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**PART E: OTHER**

**15. PRICE ADJUSTMENTS**

Bids shall remain valid and binding for a minimum of 90 days after the tender closure date and the validity extend automatically till the contract is signed if validity goes beyond the number of days indicated. The reason for this is to ensure that the tender is valid till all processes are completed

I accept and approve all of the above.

.....

SIGNATURE OF TENDERER

**Failure to accept the automatic extension will render the bid non-responsive. Any bidder may at any time withdraw their bid in writing in which case the bid will not be further considered.**

**16. OMISSIONS, ALTERATIONS AND ADDITIONS**

Empty rectangular box for recording omissions, alterations, and additions.

**17. SCHEDULE OF VARIATIONS FROM SPECIAL CONDITIONS OF CONTRACT**

1. Bidders may provide a 2.5% discount for payment made within 30 days of receipt of invoice. Bidder should note that this discount is optional and has no influence on the evaluation or adjudication of bids.
2. Please complete the following should your company BE WILLING TO PROVIDE the 2.5% deduction for payment within 30 days as per clause 1 above:

YES, my company IS WILLING TO HAVE THE 2.5% taken off of payment made within 30 days.

Tenderer's signature \_\_\_\_\_ for acceptance of the 2.5% discount.

(Only if tenderer wishes to provide the 2.5% discount)

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**18. ANNEXURES**

**ANNEXURE A**

**DOCUMENTS TO ATTACH TO THE TENDER**

**IT IS COMPULSORY TO ATTACH ALL REQUESTED DOCUMENTATION OF ALL ANNEXURES BELOW AFTER EACH PAGE**

NAME OF TENDERER: .....

**ENSURE THAT THE TENDER DOCUMENT IS NEATLY AND SECURELY BOUND. ATTACH ALL COMPULSORY REQUIRED DOCUMENTS TO THE BACK OF EACH ANNEXURE PAGE AS REQUESTED**

- **Do not insert pages between the tender document. It is not allowed.**
- Attach all documentation to the back of each Annexure category.
- The Annexures must be arranged according to page numbers.
- Write the name of the tenderer in Black ink on the top of each page.
- The tender document requirements will govern if a document required in the tender. document is, by mistake, not included in the Annexure pages (attachment) schedule.
- Please attach documents in the same sequence requested per line item.

**Attach directly after this page the following:**

- Valid SARS certificate.
- Valid, original OR **originally certified** SANAS BBBEE certificate /Affidavit.
- **Latest Municipal Account / lease agreement of company (The tenderer).**
- **Latest Municipal Accounts / lease agreements of residence of all directors as noted and corresponds in the MBD 8.**
- ID Documents of owners or/and directors.
- CIPRO documents (Company Registration Forms).
- Resolution of signatory to sign tender on behalf of the company.

I confirm that all requested documents are attached

.....  
Signature of tenderer

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**ANNEXURE B**

NAME OF TENDERER: .....

**SUPPLY AND DELIVERY OF NEW GENERATORS**

**IT IS COMPULSORY TO ATTACH THE FOLLOWING DOCUMENTATION TO THE TENDER**

**Attach directly after this page the following:**

- Documentary proof from the manufacturer that the tenderer is an accredited Agency/ Dealer of the generator manufacturer as noted. Attach agency (accredited parts, sales, workshop, guarantee and after sales service) confirmation letter from the manufacturer with the official letterhead of the manufacturer.
- Trade test certificate / qualifications of qualified artisan / technician / engineer employed by the tenderer.
- Documentary proof of ISO / SANS factory compliance of the manufacturing facility. Attach ISO / SANS certificate applicable for all items tendered for.
- Specifications and features of digital automatic control units.
- Plinth drawings.

**COMPULSORY TO ATTACH FOR EACH INDIVIDUAL ITEM 1 – 6**

- Detailed and original manufacturer’s specifications of the diesel power (engine) unit and alternator unit for each item stating stand-by and prime power ratings.
- Kiosk / Canopy drawings and dimensions for each item.
- Detailed drawings and wiring diagram of each unit.
- Documentary proof of compliance of allowed decibel sound levels.
- Documentary proof that the generating unit can allow for 10% overload for minimum 45 minutes every 12 hours to allow for peak demand.

**COMPULSORY TO ATTACH FOR ITEM 7**

- Detailed specification sheet / drawings and wiring diagram of Full Automatic Transfer / Change over switch confirming required specifications included in the tender.

It is compulsory that all items comply to the minimum specifications.

I confirm that all requested documents are attached

.....

Signature of tenderer