



SOL PLAATJE LOCAL MUNICIPALITY – 1 STAGE BIDDING PROCESS

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

Duplicate of Original Bid document must be submitted in a sealed separate envelope marked
'ENVELOPE 2 DUPLICATE'

IF bids are submitted in one envelope containing original and copy it must be clearly stated on the envelope
that the envelope contains envelope no 1 "ORIGINAL" and envelope no 2 "DUPLICATE"

The duplicate must be a true reflection of the original Bid Document and must be certified as such,
see below

CONTRACT NUMBER: FIN/REV02/2021

SOL PLAATJE MUNICIPALITY INVITES PROPOSALS FROM SERVICE PROVIDERS FOR A SOLUTION
TO SUPPLY, INSTALL, COMMISSION AND MAINTAIN AUTOMATED METER READING SYSTEM FOR
WATER AND ELECTRICITY INITIATIVES ON COST RECOVERY AS THE MUNICIPAL REVENUE
IMPROVES FROM THESE PROGRAMMES.

The offer contains MBD1, MBD 2, MBD 4, listing criteria, MBD8, MBD 9
and General Conditions of Contract

All pages must be signed and witnessed by two witnesses, where requested.
Unsigned bids will be disqualified.

NAME OF BIDDER:

PHYSICAL TRADING OFFICE ADDRESS:

.....

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

BID PERIOD: For period commencing

Prepared for: M. Shirindza
Sol Plaatje Municipality
Private Bag X5030, KIMBERLEY, 8300

Prepared by: B. Nkoe
Date 22/10/2021
CTT NUMBER:

For Copy Document Purposes only:

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

Bidder Signature:

Date:

BIDDER CHECKLIST

CONTRACT REF NUMBER: FIN/REV02/2021

SOL PLAATJE MUNICIPALITY INVITES PROPOSALS FROM SERVICE PROVIDERS FOR A SOLUTION TO SUPPLY, INSTALL, COMMISSION AND MAINTAIN AUTOMATED METER READING SYSTEM FOR WATER AND ELECTRICITY INITIATIVES ON COST RECOVERY AS THE MUNICIPAL REVENUE IMPROVES FROM THESE PROGRAMMES.

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

ITEM	DESCRIPTION	YES/NO
1	Cover letter front page	
2	Invitation to Bid (MBD1) must be completed & signed	
3	Tax Compliance requirements MBD2)	
4	Pricing Schedule and Specifications to be completed (MBD 3.1), no correctional fluid to be used	
5	Method of Pricing and Price Adjustments to be fully and correctly completed (MBD 3.2)	
6	Professional Indemnity Insurance, where applicable	
7	Functionality Evaluation Schedule: (MBD 3.3) applicable for 2 stage bidding process	
8	Declaration of interest (MBD 4) Original to be completed and signed. No bid will be accepted from persons in the service of the state¹.	
9	Did you submit a valid certified certificate BBBEE certificate (preference points claim) (MBD 6.1) OR a Joint Venture BBBEE valid certified certificate where applicable	
10	Did you comply to DTI standards (local content) as indicated (MBD 6.2) if required	
11	Declaration of bidder's past supply chain management practices (MBD 8)	
12	Certificate of Independent Bid Determination Annexure E5 – (MBD9)	
13	Did you submit one (1) original and one (1) hard copy of the bid documents?	
14	Did you take note and understand the Special Conditions, where applicable?	
15	Did you submit your management and contact details?	
16	Did you submit full and current contact details for three references, as requested in the bid document	
17	Did you submit your company profile, brief financial information, concerning turnover and asset value, and details of any BBBEE Shareholding?	
18	Did you initial every page of your original submission?	
19	Did you comply to all pre-conditions as stated in bid document? (MBD 1)	
20	Did you submit a CURRENT TO 60 days Business OR, Business Residential Municipal Rates & Service Account?	
21	Are you register as a supplier on SPM Database (www.csd.gov.za & www.Webportunities.net) provide proof Registration attached to bid document? (Listing Criteria)	
22	Did you attend the compulsory site/briefing session where applicable?	
23	Did you attach, Annual Financial Statements attached if project > R10 million, where applicable?	

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

SIGNATURE OF BIDDER: _____

NAME OF COMPANY: _____

ADDRESS: _____

CELL TELEPHONE NO: _____ FAX NO. _____

E-MAIL ADDRESS: _____

AS WITNESSES: 1. _____ Name Print _____

2. _____ Name Print _____

DATE:.....

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

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

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

BID NUMBER:	FIN/REV02/2021	CLOSING DATE:	13/12/2021	CLOSING TIME:	10H00
DESCRIPTION	Sol Plaatje Municipality invites proposals from Service Providers for a solution to supply, install, commission and maintain automated meter reading system for water and electricity initiatives on cost recovery as the municipal revenue improves from these programmes.				
	To render services on behalf of the Sol Plaatje Local Municipality, as may be required for a period of Three (3) years as indicated on this bid document, from the time of the award. The services shall commence on the date of signing the contract, with an option to extend as may be agreed upon by both parties upon expiry. One complete set of document is available at http://www.etenders.gov.za or http://www.solplaatje.org.za at no cost. One complete set of documents is available from SCU Contracts Department, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley upon payment of an amount of R500-00 (FIVE hundred rand) , which is non-refundable. Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no 21 12 1 42 451 0 SG ZZZ ZZ WM				

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

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

SOL PLAATJE MUNICIPALITY

SCU – CONTRACTS DEPARTMENT, MUNICIPAL STORES COMPLEX

ABATTOIR ROAD, ASHBURNHAM

KIMBERLEY

8301

SUPPLIER INFORMATION

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

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[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

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

OPEN TENDER

An Original B-BBEE Certificate accredited by SANAS or Certified Copy thereof OR

An original certified B-BBEE Sworn Affidavit for EME'S must be included in this bid document to qualify for relevant points claimed as per MBD 6.1 Certificate.

2. Companies or bidders bidding as **Joint venture must** include **their consolidated**

- **Joint Venture Agreement**
- **Joint B-BBEE certificate**
- **MBD 2,4,8 & 9 must** be completed respectively by both parties and submitted as part of the bid document

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT	
SIGNATURE OF WITNESS NO 2	NAME PRINT	
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	Supply Chain	CONTACT PERSON	M. Shirindza
CONTACT PERSON		TELEPHONE NUMBER	053-830 6416
TELEPHONE NUMBER	6172/6180	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	mshirindza@solplaatje.org.za
E-MAIL ADDRESS			

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

VERY IMPORTANT NOTICE:

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

1. BID SUBMISSION:

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

If the value of the transaction is expected to exceed R10 million (Vat Included), require bidders MUST provide the following documents with the bid documents.

- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
 - For the past three years or
 - Since their establishment if established during the past three years
- Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
- A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

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

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

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations. see MBD 2
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.2 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- 2.3 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.5 All Bidders must be **SARS COMPLIANT** on Central Suppliers Database (CSD), **A CURRENT PROOF** of compliancy and a **TAX COMPLIANCE STATUS (TCS) CERTIFICATE** must be submitted with the Tender document on closing date.
- 2.6 Bidders are required to submit their detailed CURRENT Central Suppliers Database (CSD) registration report

(NOT the summary report) together with the bid document

3. MUNICIPAL ACCOUNT STATUS: BIDDERS ARE REQUIRED TO CONFIRM THE STATUS OF THEIR MUNICIPAL ACCOUNTS BY MEANS OF INCLUDING AN ORIGINAL OR CERTIFIED COPY OF THE MUNICIPAL ACCOUNT IN THIS BID DOCUMENT

3.1. **A RECENT (60 DAY) MUNICIPAL ACCOUNT OF THE PHYSICAL TRADING OFFICE ADDRESS** of the bidder indicating that all accounts are in good standing; or, if the bidder is not liable for, and has no, municipal account, even outside the Frances Baard Municipal boundaries

YES NO

3.2 **A VALID LEASE AGREEMENT** clearly stating who is responsible for the municipal account and supported by documents indicating that all accounts are in good standing.

YES NO

3.3 **IF THE LESSEE PAY TO THE LESSOR A RECENT (60 DAY) TAX INVOICE/ MUNICIPAL ACCOUNT** of the bidder indicating that all accounts are in good standing, or if the bidder is not liable for any municipal services, **the Lessor recent (60 day) municipal account must be attached**

YES NO

3.4 **NO CONFIRMATION LETTER / GENERAL AFFIDAVIT** of a lease agreement / Renting will be accepted;

YES NO

3.5 **A RECENT (60 DAY) MUNICIPAL ACCOUNTS MUST** also be submitted in cases where the owner/director of the business also acts as landlord of the business property and submitted a lease agreement also see listing criteria and MBD 6.1 in this bid document and

YES NO

3.6 Bidders who has failed to submit and prove that all relevant accounts are in good standing **WILL NOT BE CONSIDERED**, such confirmation and supporting documents **MUST NOT BE OLDER THAN 60 DAYS**.

NB: Bidders could obtain details of successful/ unsuccessful information on SPLM website www.solplaatje.org.za after 120 days after closure of bid.

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

4.1 **IS LOCAL CONTENT** APPLICABLE TO THIS BID (NO)

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO THIS BID

4.2 A Compulsory Briefing **Virtual Microsoft Teams Meeting** will be held on **Tuesday 23 November 2021** at 9H00. Potential bidders must submit their email address, to Ms Renee Nortje at rnortje@solplaatje.org.za,

Clearly making reference to the tender number, before or on the 19 November 2021, at 16H00. (Closing date is 19 November @16:00)

Bidders must be represented by a Technical Member / Project Manager assigned to this project.

Bidders who do not attend/ login to the compulsory clarification virtual meeting will be prohibited from submitting proposals.

Conformation of virtual meeting will be recorded.

The following information must be submitted to the above email address (Before 19 November 2021, at 16H00)

- Email address
- Company name
- Cellphone number

- Tender number

Bidders who fail to provide required information for the Compulsory briefing session will be regarded as non-complaint. All Bidders who submitted their email address will receive a link for site meeting.

5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? YES NO
- 5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO
- 5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

IT WOULD BE APPRECIATED IF YOUR COMPANY COULD PROVIDE THIS OFFICE WITH A RETURNABLE ADDRESS ON THE BACK OF THE ENVELOPES

YES NO

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

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

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

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

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

CONTRACT: FIN/REV02/2021 – Sol Plaatje Municipality invites proposals from Service Providers for a solution to supply, install, commission and maintain automated meter reading system for water and electricity initiatives on cost recovery as the municipal revenue improves from these programmes.

Must be addressed to the Municipal Manager and placed in the **TENDER BOX (OPPOSITE SECURITY), MUNICIPAL STORES COMPLEX, ABATTOIR ROAD, ASHBURNHAM, Kimberley, not later than 10:00 on 13 DECEMBER 2021.**

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

Bids will be opened in public in the SCU BOARDROOM, STORES COMPLEX, ABATTOIR ROAD, Kimberley, immediately after opening on the same day at 10am.

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

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

Certificate of Attendance of Clarification Meeting on Site

(if applicable)

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

FIN/REV02/2021 – Sol Plaatje Municipality invites proposals from Service Providers for a solution to supply, install, commission and maintain automated meter reading system for water and electricity initiatives on cost recovery as the municipal revenue improves from these programmes.

If attendance register has been signed at the clarification meeting:

Name of person appearing on attendance register:

Representative organization name on attendance register:

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

This is to certify that I,,

representative of (Tenderer)

of (address)

.....

.....

telephone number

fax number

e-mail

attended the bid clarification meeting (date)

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

EMPLOYER'S LINE MANAGER / ENGINEER'S REPRESENTATIVE:

MBD 1

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

NAME OF BIDDER.....

POSTAL ADDRESS.....

STREET ADDRESS... ..

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

CELLPHONE NUMBER.....

EMAIL ADDRESS.....

FACSIMILE NUMBER CODENUMBER.....

VAT REGISTRATION NUMBER.....

HAS A VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED OR PROVIDED THEIR TAX COMPLIANCE STATUS PIN NUMBER? (MBD 2)

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1)

YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR

(Tick applicable box)

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

ARE YOU THE ACCREDITED REPRESENTATIVE?

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?

YES/NO
(IF YES ENCLOSE PROOF)

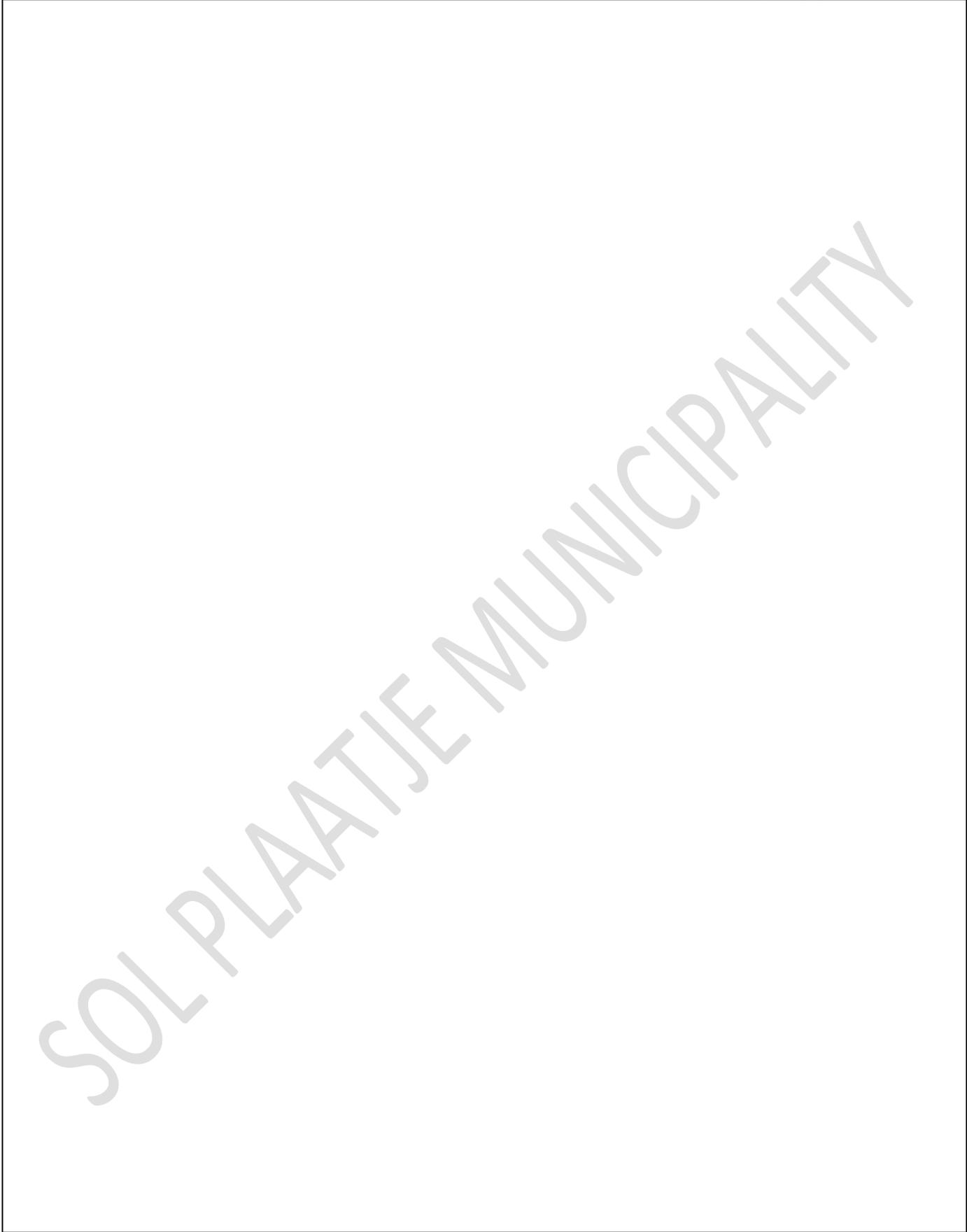
SIGNATURE OF BIDDER

DATE.....

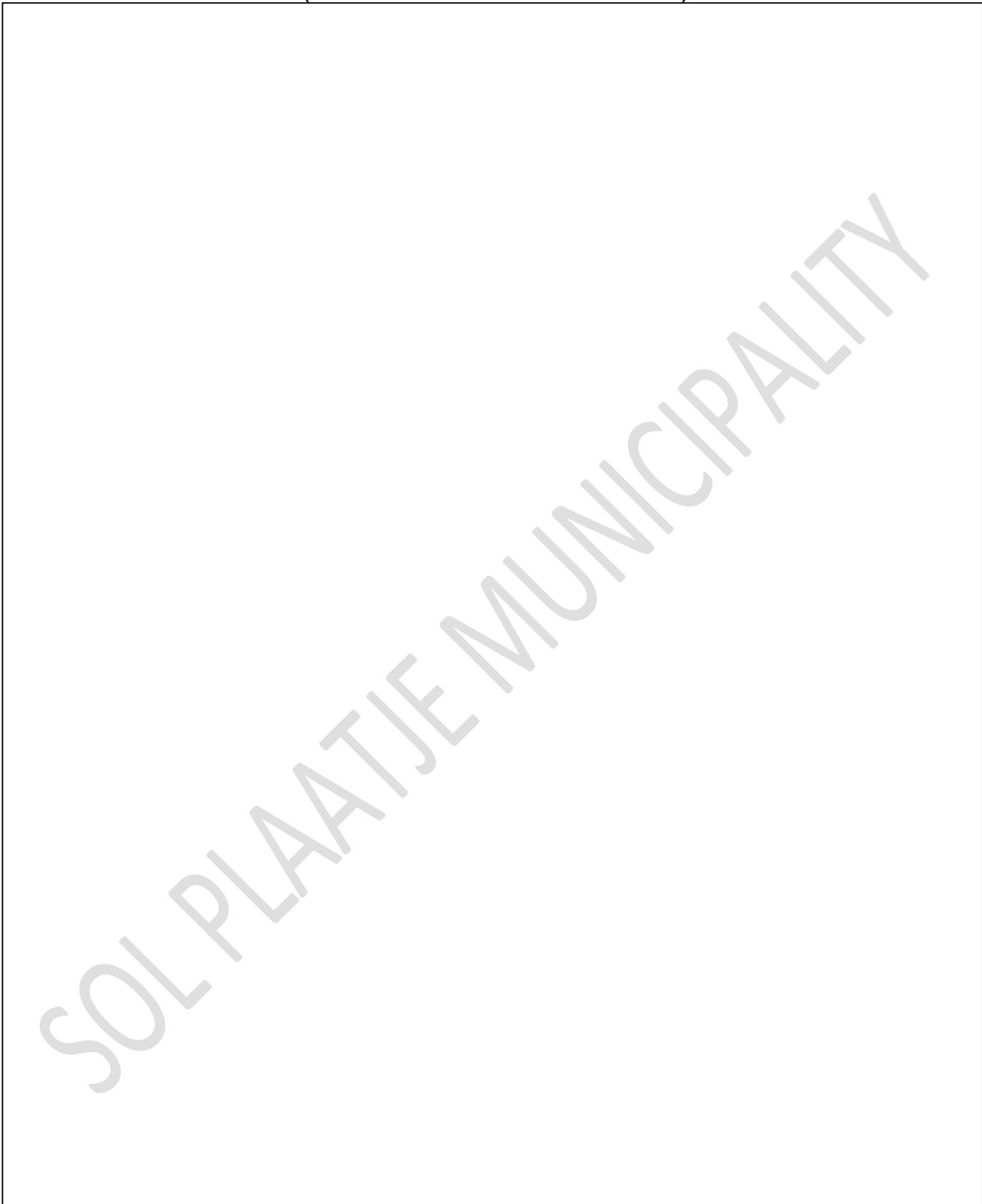
CAPACITY UNDER WHICH THIS BID IS SIGNED.....

TOTAL NUMBER OF ITEMS OFFERED

ATTACH VALID JOINT VENTURE AGREEMENT HERE (if applicable)



ATTACH VALID TAX CERTIFICATE HERE
(Joint Venture both certificates)



SOL PLAAATJE MUNICIPALITY

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1. Previously a taxpayer (bidder) was required to submit a valid, original paper Tax Clearance Certificate (TCC), the tax payer/ bidder **MUST** now submit TAX COMPLIANCE STATUS PIN NO. Bids **WILL NOT be considered** if the correct PIN NO and Tax Reference Number are not included in this document
2. Applications for the Tax Clearance Certificates **MUST be made via eFiling**. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za or contact the SARS Contact Centre on 0800007277
3. The bidder (Name) Hereby grants Sol Plaatje Local Municipality Permission to use the following TAX COMPLIANCE STATUS PIN NOWith reference to the following Tax reference Number.....
4. The bidder (Name) Hereby further grants SARS permission to disclose the bidders TAX COMPLIANCE STATUS to Sol Plaatje Local Municipality on an on-going basis during the Contract Term.
5. A bidder who appoints a Sub-Contractor / Joint Venture / Consortia to execute a portion of a contract (Sub-Contractor in excess of National Treasury threshold) must ensure that each appointment is TAX COMPLIANT and remains TAX COMPLIANT for the duration of the contract. Successful bidders must provide Sol Plaatje Local Municipality authority from their appointments confirming that SARS may, on an on-going basis during the contract term, disclose the appointed Sub-Contractor / Joint Venture / Consortia TAX COMPLIANCE STATUS.
6. A bidder who acts on behalf of an undisclosed principal must disclose such a fact upon submission of a bid as well as identity of that principal. The TAX COMPLIANCE STATUS of that principle must be verified in the same manner as that of the bidder. The same principle applies mutatis mutandis to any Sub-Contractor / Joint Venture / Consortia appointed by a successful bidder to execute a portion of a contract.
7. The TAX COMPLIANCE STATUS of all parties must be disclosed and verified if the bidder consists of a partnership and
8. A bidder who is not resident in the Republic of South Africa, must apply for TAX CLEARANCE at SARS.

SIGNATURE OF BIDDER DATE:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

WITNESS 1 DATE:

WITNESS 2DATE:

This page (MBD2) must be fully completed and signed by two witnesses.

ATTACH THE LAND LORD RECENT MUNICIPALITY ACCOUNT 60 days and
or VALID LEASE AGREEMENT HERE

SOL PLAAATJE MUNICIPALITY

		SOL PLAATJE MUNICIPALITY, KIMBERLEY **MANDATORY** LISTING CRITERIA		
CENTRAL SUPPLIER DATABASE REGISTRATION NUMBER (CSD): _____				
1	Company name _____			
2	Contact details	Telephone Number: _____	Fax Number: _____	Cell phone number: _____
	Email address Contact person:	_____		
3	Postal Address: _____			
4	VAT registered	Yes <input type="checkbox"/>	No <input type="checkbox"/>	If registered, VAT Registration No: _____
5	Settlement discount allowed	_____ %	For payment within	_____ days
6	Bank account details	Account No.:		Branch No.:
	Bank Name	_____		
	Branch Name	_____		
	Bank account type	_____		
7	Business Municipal Rates and Service Account Number: ** A current (30 days) account, or Lease Agreement in the case of a Landlord responsible for account, must be attached to this document **		_____	
8	Located in Sol Plaatje Municipal Area	Yes <input type="checkbox"/>		No <input type="checkbox"/>
9	% owned by black male: _____ %	% owned by black female: _____ %		
	% owned by black youth: _____ %	% owned by white female: _____ %		
	% owned by disabled persons: _____ %			
10	B-BBEE status level of contribution: _____			
11	Indicate main sector. Please select one (1) only: Agriculture <input type="checkbox"/> ; Mining and Quarrying <input type="checkbox"/> ; Manufacturing <input type="checkbox"/> ; Electricity, Gas, Water <input type="checkbox"/> ; Construction <input type="checkbox"/> ; Retail & Motor Trade & Repairs <input type="checkbox"/> ; Wholesale Trade, Commercial Agents and Allied Services <input type="checkbox"/> ; Catering & Accommodation & other Trade <input type="checkbox"/> ; Transport, Storage & Communications <input type="checkbox"/> ; Finance and Business Services <input type="checkbox"/> ; Community, Social and Personal Services <input type="checkbox"/>			
12	Amount full time employed staff: _____	Annual Turnover: R _____	Asset Value (Excluding fixed property) R _____	
	13 It is the responsibility of the Supplier/Bidder to inform Sol Plaatje Municipality of any changes during the contract period			
NAME (PRINT) _____ SIGNATURE: _____				
CAPACITY: _____				
WITNESS (NAME): _____ SIGNATURE: _____				
DATE: _____				

SOL PLAATJE LOCAL MUNICIPALITY

FIN/REV02/2021

SOL PLAATJE MUNICIPALITY INVITES PROPOSALS FROM SERVICE PROVIDERS FOR A SOLUTION TO SUPPLY, INSTALL, COMMISSION AND MAINTAIN AUTOMATED METER READING SYSTEM FOR WATER AND ELECTRICITY INITIATIVES ON COST RECOVERY AS THE MUNICIPAL REVENUE IMPROVES FROM THESE PROGRAMMES.

SPECIFICATIONS

1. OVERVIEW

The new technology of automated meter reading system deals with the capturing and handling of water and electricity meter readings to ensure that accurate consumption data is gathered. The data, in turn is used for various purposes, such as billing, system management and future planning. The implementation of an appropriate data management system for meter data is vital to the success of Sol Plaatje Municipality metering strategy. Meters are read manually from the meter by a meter reader. The automated meter reading system is required in order for the readings to be transferred electronically to the municipal billing system.

This will be a risk-based project which will require that the successful bidder replaces meters utilising own funds that will be recovered as the project start generating or improving revenue on the municipality.

The successful service provider must render a meter reading service utilizing portable electronic handheld meter reading devices and a system that indicates and plots the geographical location of each and every meter that was read and records the readings by using a GPS application.

2. BACKGROUND

The Sol Plaatje Municipality is experiencing difficulty with its meter reading, billing and collection of revenue from its consumers. The infrastructure and Services directorates manages approximately 70 000 meters for water and 19 284 meters for electricity within the Sol Plaatje Municipal area. The main source of income for the municipality comes from water and electricity which is the revenue generated by payments made by customers for water and electricity consumed. The municipality therefore endeavours to read all water and electricity meters every month to ensure that 100% customers are billed on actual meter readings.

The Sol Plaatje Municipality's meter reading cycle is a 20-day reading schedule whereby water and electricity meters are methodically read throughout the municipal area. Meter reading is done

in Urban, township, and informal areas across the municipal area however both operational and social challenges although there are some prepaid meters for electricity. The meter reading section within Finance directorate utilises own staff members to read meter instead of private companies and these staff members have been allocated routes within the municipal area to read meters in different areas.

3. PROBLEM STATEMENT

The Sol Plaatje Municipality has received negative publicity recently due to incorrect readings being taken, billing system inaccuracies, data inconsistencies and meter reading inconsistencies. There has been an outcry by members of the communities in which they requested the municipality to transfer them to ESKOM citing that the electricity is very expensive from the Sol Plaatje Municipality.

The impact of incorrect readings has resulted in fluctuation of sales volumes for water and electricity, excessive billing to customer accounts, and a high number of repeat visits done by meter readers to confirm the correctness of the readings. The challenges that are experienced by the Sol Plaatje Municipality cut across various issues such as:

- Unreliable billing data
- Infrequent and inconsistent account invoices and postages
- Poor community participation.
- Inaccurate reporting of indigent households.
- Reporting process for faulty water meters and / or electricity meters, and account queries is not clear and is not easily available on the Sol Plaatje website.

Based on the above problem statement, it is necessary that the municipality procure the Service provider to development a strategic solution for water and electricity meter reading which is integrated to the billing and collection of revenue.

4. SPECIFICATIONS / SCOPE OF WORK

SPM invites proposals from Service Providers for a solution to supply, install, commission and maintain automated meter reading system for water and electricity initiatives on cost recovery (Risk based funding model) as the municipal revenue improves from these programmes.

4.1 The Scope of work must include the following but not limited to:

- 1) Data cleansing
- 2) Meter audit
- 3) Generation of accurate bills as per related tariff structures for the applicable category of customer
- 4) Remote meter reading services;
- 5) Meter data management service;
- 6) Monthly electricity and water billing file, to be uploaded to billing system;
- 7) Billing system integration (Solar system or any other municipal financial system);
- 8) To upload meter data and update the municipal metering database monthly;
- 9) Access via a web portal for municipal customers and officials include the LPU and SPU;
- 10) To inspect, test and certify the correctness/integrity of the existing metering installations to ensure compliance with NRS standards and specifications (as and when required basis);
- 11) Metering specialist services, as and when required by the municipality;
- 12) Meter testing and calibration services, as and when required;
- 13) Submit meter faults log to municipality for all error events and alarms;
- 14) Outage management (where applicable);
- 15) Energy balancing typically through zone monitoring;
- 16) Reporting;
- 17) Training; and
- 18) Technical System Support
- 19) Base load calculation of all large power users.
- 20) Tamper alerts

5. STRATEGIC APPROACH

The Service Provider will be required to provide billing data in electronic format for each billing period timeously for the test billing run. The test billing and live billing run dates will be given to appointed bidder. The billing data format must be in billing software format used by the municipality. The approach to be followed will be define in line with various categories of consumers within SPM for example:

- 1) Industrial Consumers
- 2) Commercial Consumers
- 3) Government departments
- 4) Residential Consumers (Middle Income)

- 5) Residential Consumers (Low income earners)
- 6) Informal settlement
- 7) Schools, Churches and NGO's

In terms of the informal settlement, an AMR bulk meter will install in each area where the meter reading will be done once and averaged according to the population in area. The prioritisation will be done as per above mentioned list of consumers. It will be the responsibility of the service provider to ensure that the correct tariff is applied to each customer as per Municipality NERSA approved tariff of charges, and for the applicable season (high season / low season tariffs) and that the meters are programmed correctly for the various tariffs. The bidder must allow for a test or trial billing run to identify any problem areas in advance before the final billing run

6. AMR/MDMS web-based system

The AMR system must be a fully hosted cloud-based solution for meter data acquisition, meter data management and billing service – with a web-based front-end and must work with the standard versions of internet browsers, that is:

- Microsoft Internet Explorer version 9 onwards
- Microsoft Edge (latest version)
- Google Chrome version 9 onwards
- And other common internet browsers.

The system interface must be compatible with standard operating systems Windows, Android, MAC, IOS. The system interface must use HTTPS authentication and encryption signed by an internationally recognised and globally trusted certification authority. The system must use open protocols and be based on a robust architecture model and framework using industry standard systems and applications. The AMR system must be able to collect and store meter data: load profile data, billing registers, voltages, currents and power, events and alarms per meter. The system must be able to communicate with any meter.

AMR system must read the meter data automatically, as per reading cycles to be defined by municipality. The frequency of meter readings shall be in accordance with specified minimum periods of meter reading as per NRS specifications. It must be possible for municipal staff to gain access to system, via the web portal or other means, to enable configuration of some operation parameters, as required. It must allow multiple user access. The system software must have a dashboard, be able to plot graphs showing:

- Load profile
- Voltage profile
- kVA profile
- kWh profile
- Notified Maximum demand

- Consumption profile

The software must allow for data export into .csv, .xlsx, .pdf AND other file format that will be compatible with the municipality's financial system (i.e. Solar Billing System).

The customer web portal must not allow access to the system's metering database (only for administrator user). Customers must be allowed to view only their own load profile graphs, billing and tariff data for their account only.

The system to provide web access for the municipal customers and shall ensure that their billing information displayed on the system is accurate and up to date. The system shall maintain audit trails and logs of all user actions taken or executed on the metering data management system; and the correct access rights / levels to be maintained. The AMR system shall be able to interface directly to the Solar financial and billing system for billing purposes.

7. METER TESTING AND CALIBRATION SERVICE

The bidder must have access to the services of a meter calibration laboratory that has been accredited by SANAS to SANS 17025 for AC energy. Bidder must provide details of SANAS accredited laboratory which will be doing meter calibration and issuing the calibration certificates.

Bidder shall when require test meters for accuracy before uploading the metering points to their system, issue a test certificate and/or report to be submitted to the municipality. Shall verify the wiring of each meter installation. This is to ensure that all meters are fully functional, faulty meters shall be replaced. Meter testing and calibration shall be on as and when required basis only.

8. METER AUDITING

The bidder shall be required to conduct meter installation audits as and when required by Municipality; and must submit a full audit report with findings and recommended corrective actions.

9. METERING DATABASE

The database shall store metering data uploaded from the municipality meters. The service provider shall accept full responsibility of the data and shall ensure data integrity and security on behalf of the municipality at all times. All interval data shall be accounted for, and raw meter data cannot be edited or changed for whatever reasons.

The bidder shall provide information on how the database hardware, software and capacity shall be able to cater for certain number of metering points for duration of the contract. Thus, the system must be scalable, to start with minimum of 100 meters. The database shall be required to hold at

least 5 years' live data for reporting and querying purposes. Older data must not be deleted but be archived and be accessible as and when required by the municipality.

The service provider shall make provision for database backup and redundancy in case of failure. Daily data backups shall be done of the full database, including municipal records and metering information, at an off-site disaster recovery site. The metering data to be stored by service provider is the property of the Municipality and full database backup must be saved on municipal database on monthly basis. The service provider must be able to demonstrate database backup and disaster recovery procedures.

10. METER DATA MANAGEMENT SYSTEM

The bidder must demonstrate that it is able to electronically read and connect the municipality's AMR compliant meters, and that their system is vendor-agnostic and be fully compatible with AMR meters supporting cellular technology. The system must be scalable accommodating an initial ± 100 meters, ultimately reading all the electricity meters.

All customer data – Solar account number; Account holder name, Addresses, Contact details, GPS co-ordinates of meter (amongst others) – for the municipality customers shall be stored on the Meter Data Management System (MDMS) metering database. The bidder must be able to diagnose and report on metering faults and problems; and the faults log to be viewed and managed by the service provider and municipal staff.

The system must support outage notification in order to detect and report loss of power at metering or network points. Outage notification messages and alarms to be sent to municipal staff in the event of an outage notification.

11. CONFIDENTIALITY AND SECURITY

The bidder shall ensure that their system only allows authorized persons to access the customer data and meter data. There must be strict user controls for those authorized to have data access. All software must be password protected, software registers must keep all copies of the software used. The system hardware shall be located in an access-controlled environment/premises. The bidder shall not use the information for any other purpose other than for the purposes of meter reading, billing for and on behalf of the Municipality. All meter data collected and processed by the AMR/MDMS system shall remain the property of municipality, and the service provider will have no rights on any of the municipality data.

12. REPORTING ON PROJECT PERFORMANCE

Using appropriate tools identify and report on performance deficiencies and ways or methods to close this gap to ensure optimization of the meter reading platform. Ensuring that continuous quality assurance is being undertaken to optimize the meter reading process in its entirety. As a minimum the MDMS system must generate the following reports in .xlsx, .pdf or other standard format:

- Consumption data per customer
- Financial or billing data per customer
- Voltage or fuse failures
- Communication errors and faults
- Outage reports as and when required
- Energy balance auditing report as and when required
- Eskom bill verification report on monthly basis; and
- Other database reports
- The system must be able to generate a daily report on all communications faults experienced with metering points, to be forwarded to THE MUNICIPALITY.

13. SOLAR INTEGRATION

The bidder's MDMS shall interface with the Solar billing system of the municipality. The metering and billing data from the system, shall be provided to the municipality in electronic format within timeframes to be specified by the municipality. The municipality does a test billing run immediately after the last day of each month to ensure that any problems are identified and rectified before the final live billing run.

14. TECHNICAL SYSTEM SUPPORT

The bidder must demonstrate, in the event of on-site system support is needed, they will be able to have technical support staff available within reasonable time to provide the system support that will be required by the municipality.

15. ESKOM BULK ACCOUNT VERIFICATION

For electricity, comparisons to be made between the MDMS measurement and the bulk supply accounts received from Eskom. It shall be possible to verify the Eskom bill against municipal electricity bill generated by the MDMS using the check meter over same period. Reports to be generated monthly.

16. COMPETENCY LEVELS

The bidder's personnel who will be working on the municipal metering installations must be competent and authorized, with at least or as a minimum a certificate on Operating Regulations for High Voltage Systems (ORHVS) Level 10.

17. TRAINING

The bidder shall provide system training to municipal officials, which shall include manuals and documentation to enable the staff to fully use the system and understand the features and functions of the software. Officials must be able to run reports from the system and be able to deal with customer billing queries and enquiries on meter reading. Provide hands on training to all stakeholders in respect of the new hardware and software platforms. The creation of a knowledge base through the compilation of SOP's and manuals is required. Thereafter continuous guidance and mentoring must be provided to all stakeholders on correct use and protocol when using the AMR and analytical tools. Training and skills transfer must be done to key stakeholders.

18. SYSTEM DEMONSTRATION

Bidders are expected to submit login access and web-based link to their demo for further evaluation, furthermore the bidders maybe invited to demonstrate the operations and functionality of their AMR systems and will be evaluated on following criteria:

- Meter accuracy test and issue test certificate / report
- Setting up of a new meter on the system
- Operations of dashboard
- Live meter reading / Live site
- Meter data analysis, phasor analysis etc.
- Available reports and graphs
- Integration capability to Solar system
- Typical export file
- System availability and reliability / business continuity in case of failures
- System architecture and compliance to industry standards and applications
- Ability to provide technical system support within reasonable time
- System backup and disaster recovery procedures.
- Ability to communicate with different types of meters.

19. PROJECT MANAGEMENT AND ADMINISTRATION

- **Maintenance of Hardware and Software Applications:** Provide technical input to support meter reading operations and ensure business continuity. A technical expert is required for both the hardware and software platforms and must log a call. Incidents must be categorized as High Priority (Showstopper): Business operations have stopped and urgent priority must be given to the incident to ensure there is minimal downtime and business operations will be able to continue (1-2 Hours Response); Medium Priority: Business operations are constrained but still operational (1-3 Days Response); Low Priority: Business operations relatively unaffected but requires technical support to clarify or resolve technical issue (3-5 Days Response)
- **Meters without a Valid Reading in 90 Days:** This forms an integral part in the project management contract. As a regulatory requirement, the Sol Plaatje Municipality needs to ensure that we subscribe to good governance. Thus, all meters must be read monthly however this does not materialize operationally.
 - The Finance directorate has a high number of meters which have not been read in more than 90 days with many exceeding 365 days. This poses as a serious risk to the business and its sustainability thereof.
 - The Service Provider will utilize the new meter platform functionality to manage this important indicator for the Meter Reading within Finance Directorate. Management will expect regular investigation and reduction of these meters to a minimal and manageable number. A weekly report in terms of root cause, resolution action and time and high-level documentation of the progress on this high-risk regulatory metric.
- **Management Reports:** Provide management reports based on SLA's that will be agreed upon before the commencement of the project. The service provider must report through reporting or ad-hoc communication deviations in meter reading operations.
- **Scheduling of Meetings (Monthly/Weekly):** Responsible for the scheduling of monthly, weekly and ad-hoc meetings to discuss operational issues affecting meter reading performance either in a group or with individuals. Key performance indicators to be agreed upon before commencement of project.

20. FUNCTIONAL CRITERIA:

Table: Functionality Percentage Score			
Criteria	Weight		Score
Experience of the Service Provider (water)	25		
Previous experience and proof of similar work successfully (Electricity)	25		
Locality	10		
Level of expertise and qualifications of personnel	20		
AMR/ Billing Systems / Municipal Accounting system - Financial Management System knowledge	10		
Knowledge of mSCOA data strings and/or reporting requirements	10		
Total Weight	100		

Functionality point's basis

- 20.1 Bidders that scored less than a **70 points on functionality scorecard** in the table above will be disqualified.
- 20.2 Documentary evidence to be submitted as part of Tender documentation for all evaluation criteria indicated below.

MBD 3.4

21. EVALUATION CRITERIA:

No.#	Description	Scoring	Maximum points allocation
1.	<u>Experience of the Service Provider:</u> Previous experience and proof of similar work successfully concluded (Proof of number of integrated solutions for AMR on <u>Water</u> System which were successful projects implemented in a single municipality evidenced by means reference supporting documentation).		<u>25</u>
	3 successfully water meter reading projects completed	25	
	2 successfully water meter reading projects completed	10	
	1 successfully water meter reading project completed	5	
1.1.	Previous experience and proof of similar work successfully concluded (Proof of number of integrated solutions for AMR on <u>Electricity</u> system which were successful projects implemented in a single municipality evidenced by means reference supporting documentation).		<u>25</u>
	3 successfully electricity meter reading projects completed	25	
	2 successfully electricity meter reading projects completed	10	
	1 successfully electricity meter reading project completed	5	
2.	LOCALITY	<u>Points</u>	<u>10</u>
	Head office in Northern Cape (proof of address must be submitted)	10	
	Branch in Northern Cape (proof of address must be submitted)	5	
	Office in South Africa	3	
3.	<u>Level of expertise and qualifications of personnel: -</u> Assessment on professional qualifications and engineering expertise of the team to be assigned to the assignment	<u>Points</u>	<u>20</u>
	2 (Two) Professional Engineers (e.g. Civil engineer and Electrical engineer with experienced in water and electrical meter reading projects, AMR and related technologies and systems) certified copies of qualification and ID.	20	
	2 (Two) Chartered Financial Analyst (e.g. registered CA (SA), Professional Accountants/Financial analyst	15	

	Specialists/Practitioners (SA), Chartered Financial Analysts (CFA) collect data, perform analyses, evaluate returns and risks on different investments, create financial models and forecasts, write reports and sometimes make presentations to executives. certified copies of qualification & ID.		
4.	<u>AMR/ Municipal Financial system or Related Financial Management System: -</u> Extensive knowledge or worked on the Municipal Financial System	<u>Points</u>	<u>10</u>
	Provided more than 5 proof of knowledge/experience of Municipal Financial System or similar (AMR solution in municipal environment)	10	
	3 assignments and knowledge of AMR or Municipal Financial System or similar system (Meter reading solution in municipal environment)	5	
	2 assignments and knowledge of AMR & Municipal Financial System (Meter reading solution in municipal environment)	3	
5.	<u>mSCOA data strings and/or reporting requirements: -</u> Extensive knowledge or worked on the mSCOA reporting requirements		<u>10</u>
	Provided more than 5 municipal assignment and knowledge of mSCOA (Proof of AMR assignments in municipal sector and/or proof of training)	10	
	3 municipal assignment and knowledge of mSCOA (Proof of AMR assignments in Municipal sector and/or proof of training)	5	
	1 municipal assignment and knowledge of mSCOA (proof of AMR system in municipal sector meter reading assignments and/or proof of training)	3	
	TOTAL SCORE POINTS		100

SPECIAL CONDITIONS:

1. The Prospective bidders must possess adequate experience in both AMR for water and electricity solution.
2. It will be required from the Prospective bidders to replace meters at their own costs and recovers the cost of replacing meters as the municipal revenue improves.
3. Compulsory Project Implementation Plan must be developed by the Appointed Service Provider outlining the milestone of the project up to completion date and this must form part of terms and conditions of the SLA.
4. Governance structure (Project Steering Committee) must be established in which the project progress is reported and it must be chaired by the MM or his delegate.
5. Project may be extended for a period of one (1) year depending of the satisfactory performance of the Service Provider.

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

- **Period required for delivery**

- _____ days

- **Completion of Project**

- _____ weeks

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

*YES/NO

- Delivery basis

*YES/NO

BIDDER SIGNATURE

DATE:

SOL PLAATJE MUNICIPALITY

MBD 4**DECLARATION OF INTEREST**

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

1. No bid will be accepted from persons in the service of the State¹. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

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

3.2 Identity Number:

3.3 Position occupied in the Company (director, trustee, shareholder²):.....

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.

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

3.8.1 If yes, furnish particulars.

¹MSCM Regulations: "in the service of the State" means to be –

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

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

3.9 Have you been in the service of the State (employed by the State) for the past twelve months? **YES / NO**

3.9.1 If yes, furnish particulars

.....
.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

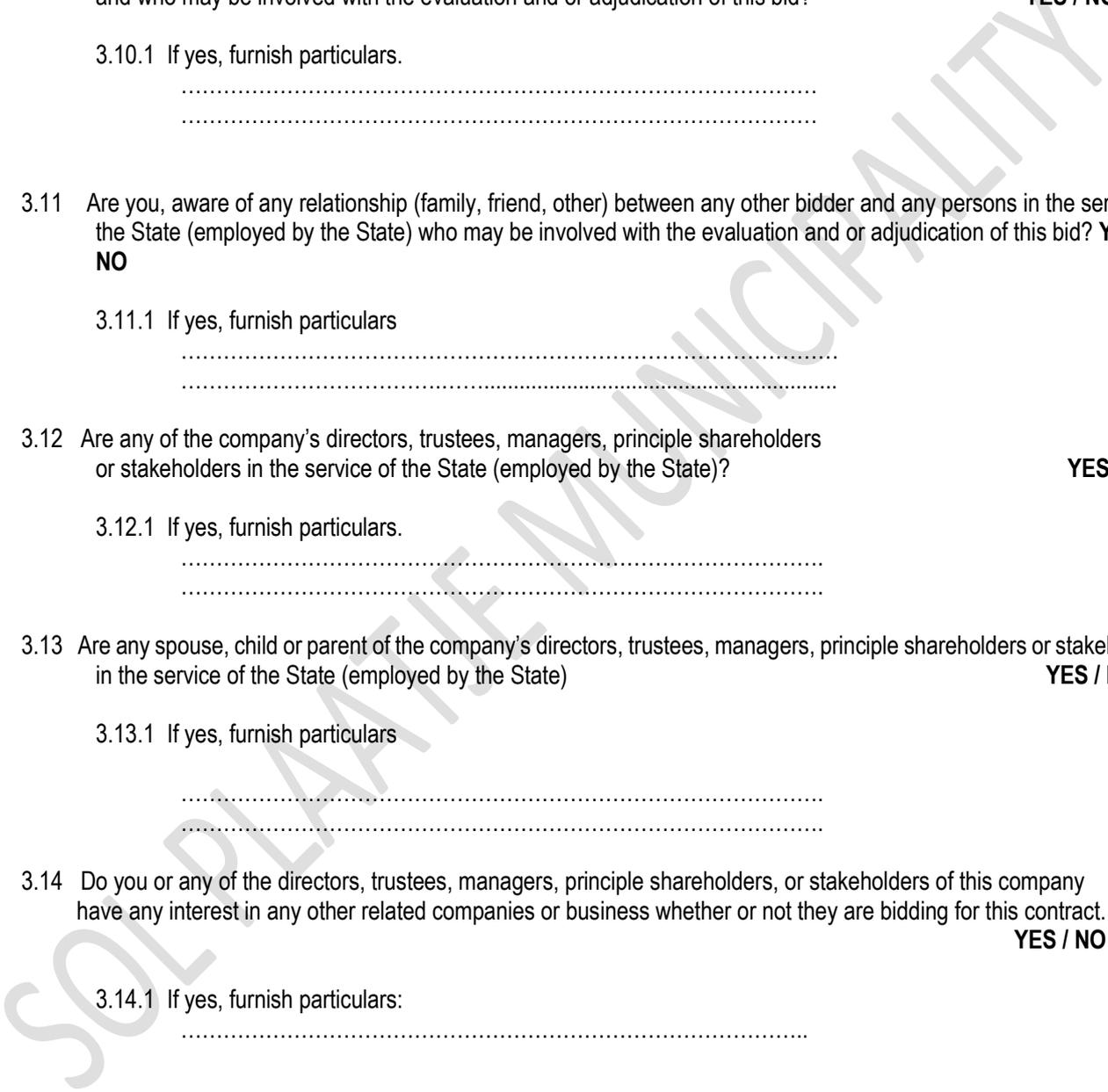
3.13.1 If yes, furnish particulars

.....
.....

3.14 Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract. **YES / NO**

3.14.1 If yes, furnish particulars:

.....
.....



MBD 4

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

Full Name	Identity Number	State Employee Number

DECLARATION

I, THE UNDERSIGNED (NAME).....

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

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

.....
Signature

.....
Date

.....
Position

.....
(Print) Name of bidder

FAILURE TO SIGN THE DOCUMENT WILL LEAD TO DISQUALIFICATION

THE MBD 4 TO BE REVIEWED ANNUALLY BY THE BIDDER ON THE SOL PLAATJE DATABASE

MBD 8

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**Penalty: -**

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (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).	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)? To access this Register enter the National Treasury's website, www.treasury.gov.za, 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

MBD 8

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

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

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

.....
Signature

.....
Date

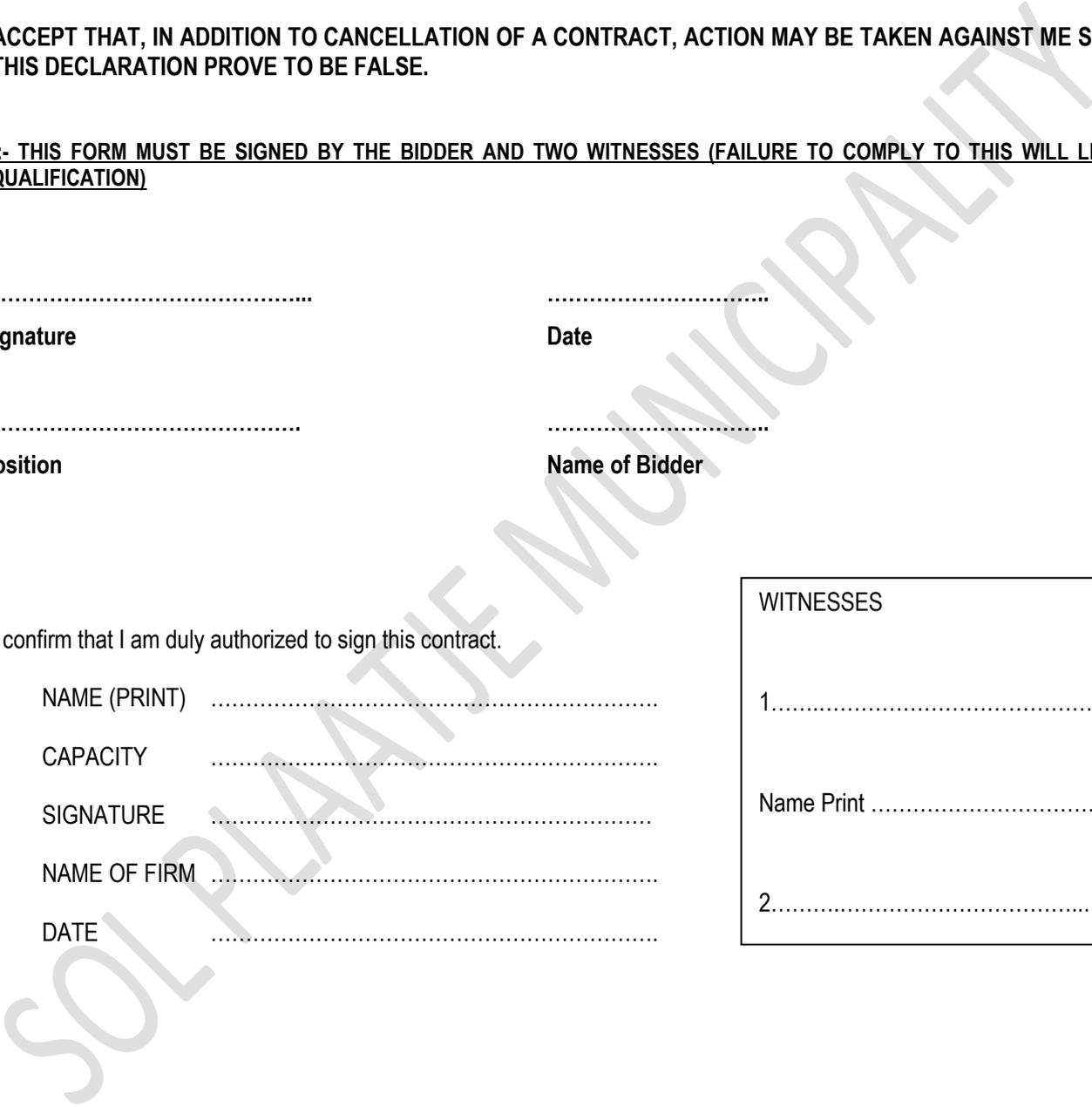
.....
Position

.....
Name of Bidder

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

NAME (PRINT)
CAPACITY
SIGNATURE
NAME OF FIRM
DATE

WITNESSES	
1.....	
Name Print	
2.....	



MBD 9**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging). Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
- a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Ref Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

.....
Signature Date

.....
Position Name of Bidder (print)

WITNESS (1) _____ NAME (PRINT) _____

WITNESS (2) _____ NAME (PRINT) _____

SOL PLAATJE LOCAL MUNICIPALITY

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, will be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids. Within the Northern Cape Province the closing hour will be 11H00, as per Post Office official time.
 - 1.2 **“Contract”** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 **“Country of origin”** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 **“Day”** means calendar day.
 - 1.8 **“Delivery”** means delivery in compliance of the conditions of the contract or order.
 - 1.9 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
 - 1.10 **“Delivery into consignees store or to his site”** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 **“Dumping”** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12 **“Force majeure”** means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 **“Fraudulent practice”** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 **“GCC”** means the General Conditions of Contract.

- 1.15 **“Good standing”** means not being blacklisted or involved in illegal activities ,must comply with Sol Plaatje Municipality Credit Control Policy with regard to payments for services , and must have satisfactorily complied with present and previous contractual obligations.
- 1.16 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.17 **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.18 **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.19 **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.20 **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.21 **“Project site,”** where applicable, means the place indicated in bidding documents.
- 1.22 **“Purchaser”** means the organization purchasing the goods.
- 1.23 **“Republic”** means the Republic of South Africa.
- 1.24 **“SCC”** means the Special Conditions of Contract.
- 1.25 **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.26 **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing. Faxed bid documents will not be accepted as well as e-mailed bid documents, unless stated as such in the invitation to bid or contract.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.1 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

4. Standards

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. Use of Contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Sol Plaatje Municipality or an organization acting on behalf of the Sol Plaatje Municipality.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
 - (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty / Guarantee

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not

supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

29. Governing language

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

30. Applicable law

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

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid Sol Plaatje Municipality must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

ATTACH ALL ANNEXURES HERE

SOL PLAAATJE MUNICIPALITY

SOL PLAAATJE MUNICIPALITY