

TENDER / NOTICE



Garden Route District Municipality, the leading, enabling and inclusive district, characterised by equitable and sustainable development, high quality of life and equal opportunities for all.

TENDER DOCUMENT

TENDER NO		GRDM/25/22-23	
TENDER DESCRIPTION		SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS	
PERIOD		ONCE OFF	
CLOSING DATE	09 JUNE 2023	CLOSING TIME	11:00
POSTAL ADDRESS: Garden Route District Municipality Attention: Supply Chain Management Unit PO Box 12 George, 6530 <i>Clearly mark the Bid envelope with the bid number and title of bid on the face of the envelope. Any tenders couriered to be deposited in the Municipality's Bid Box, any bids sent to the wrong recipient other than being deposited in the Bid Box will not be considered</i>		TO BE DEPOSITED IN: The bid box at the entrance of the Municipal Offices Garden Route District Municipality 54 York Street George 6529	
ATTENTION: FINANCIAL DIRECTORATE SUPPLY CHAIN MANAGEMENT UNIT GARDEN ROUTE DISTRICT MUNICIPALITY GEORGE 6529		A bid posted or couriered (at sender's risk) to the Municipality, PO Box 12, George, 6530, in good time so as to reach the Municipality before the above-mentioned closing date and clearly indicated attention Supply Chain Management Unit, may be accepted on condition that it is placed in the correct Bid box before the closing time, it being understood that the Council disclaims any responsibility for seeing that such bids are in fact lodged in the bid box.	
SUMMARY FOR TENDER OPENING PURPOSES			
NAME OF TENDERER:			
CENTRAL SUPPLIER DATABASE NO:			
TOTAL BIDDING PRICE (INCLUDING VAT)			
Total Bidding Price (Including VAT)		N/A	
PREFERENCE CLAIMED FOR:			
B-BBEE Status Level of Contributor:			
Preference Points Claimed:			
B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES			
VALIDITY PERIOD: AVAILABLE FOR 120 DAYS AFTER THE BID CLOSURE			
CONTACT DETAILS FOR:			
Bidding procedures and documents		Bid Scope and technical specifications	
Mr Nathan Juries Tel: (044) 803 1310 E-mail: nathan@gardenroute.gov.za		Mr Gerhard Otto Tel: (044) 803 1435/ 081 469 9128 E-MAIL: gotto@gardenroute.gov.za	

CHECKLIST

Please ensure that the following forms have been completed and signed and all documents, as requested, are attached to the tender document

Description of document	Document number	Yes	No
Bid Conditions & Information		☐	☐
Part A: Invitation to bid and Part B: Terms and Conditions for Bidding	MBD 1	☐	☐
Terms of Reference		☐	☐
Current Municipal Certificate / Lease Agreement		☐	☐
Form of Offer & Acceptance		☐	☐
Declaration of Interest	MBD 4	☐	☐
Declaration For Procurement Above R10 Million (All Applicable Taxes Included)	MBD 5	☐	☐
Preference points claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution.	MBD 6.1	☐	☐
Formal contracts for services	MBD 7.1	☐	☐
Declaration of bidder's past supply chain management practices	MBD 8	☐	☐
Certificate of independent bid determination	MBD 9	☐	☐
Authority of Signatory		☐	☐
General Conditions of contract & Bid Requirements		☐	☐
Annexure A : Past Experience		☐	☐

Please sign on Completion.

.....
NAME OF THE BIDDER

.....
SIGNATURE

.....
DATE

1 Agreement

The successful bidder will be expected to sign the Contract Form (Part 1) of this bid document within 30 days of the date of notification by the Garden Route District Municipality that his/her bid has been accepted.

2 Completion of Bid Documents

- (a) The original bid document must be completed fully in black ink and signed by the authorised signatory to validate the proposal. All the pages must be initialled by the authorised signatory. Failure to do so may result in the invalidation of the bid.
- (b) **Bid documents may not be retyped or altered in any way.**

3 Alteration or Qualification of Bid

No unauthorised alteration of this set of bid documents will be allowed. Any unauthorised alteration will disqualify the proposal automatically. Any ambiguity has to be cleared with contact person for the bid before the closure date.

4 Authorised Signatory

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

5 Submission of Bid

- (a) The bid must be put in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the bid number, title as well as closing date and time and placed in the **Tender Box at the Garden Route District Municipality by not later than 11h00 on 09 June 2023**
- (b) **Faxed, e-mailed and late bids will not be accepted. Bids may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.**

6 Opening, Recording and Publications of Bids Received.

- Bids will be opened in public immediately after the bid closure date, or at such
- time as specified in the bid documents. If requested by any bidder present,
- names of the bidders, and if practical the total amount of each bid and of any alternative bids will be read out aloud.
- Bids received in time recorded and entered in a register which is open for public inspection.

7 SARS TCS Pin

- a. **It is a compulsory requirement to submit active and valid Tax Compliance Status (TCS) Pin for independent verification of Tax status as at Bid evaluation stage.**
- b. **Bids submission not supported by a valid original Tax Clearance Certificate and a SARS TCS Pin will be non-compliant.**
- c. **Consortia / joint ventures /sub-contractors are involved; each party must submit a separate valid original Tax Clearance Certificate and SARS TCS Pin.**

8 Evaluation of Bids

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

9 Acceptance or Rejection of a Bids

The Garden Route District Municipality reserves the right to withdraw any invitation to submit a bid and/or to re-advertise or to reject any bid or to accept a part of it. The Garden Route District Municipality does not bind itself to accepting the lowest bid.

10 Registration on Accredited Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register online (www.csd.gov.za) and verify their company information at Garden Route District Municipality Database Department. The Garden Route District Municipality reserves the right not to award proposals to prospective suppliers who are not registered on the CSD (Central Supplier Database).

- 11 Site / Information Meetings**
No site meeting
- 12 Stamp and Other Duties**
The successful bidder will be liable for all duties and costs on legal documents resulting in the establishment of a contract and for the surety and retentions.
- 13 Language of Contract**
The contract documents will be compiled in English and the English versions of all referred documents will be taken as applicable.
- 14 Procurement Policy**
Bids will be awarded in accordance with the Preferential Procurement Regulations, 2022, pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000.
- 15 Expenses Incurred in Preparation of Bid**
The Garden Route District Municipality shall not be liable for any expenses incurred in the preparation and submission of the bid.
- 16 Wrong Information Furnished**
Where a contract has been awarded on the strength of the information furnished by the bidder which, after the conclusion of the relevant agreement, is proved to have been incorrect, the Garden Route District Municipality may, in addition to any other legal remedy it may have, recover from the contractor all costs, losses or damages incurred or sustained by the
- 17 Validity Period**
Bids shall remain valid for 120 days after the bid closure date.
- 18 General and Special Conditions of Contract**
The General Conditions of Contract as well as any Special Conditions of Contract that may form part of this set of bid documents will be applicable to this bid in addition to the conditions of bid.
- 19 Municipal Rates, Taxes and Charges**
- (i) The bidder to provide their municipal account of rates and taxes of both the Bidding entity and its directors' in its Bid Document submission. Any bidder which is or whose directors are in arrear with their municipal rates and taxes due to any Municipality within South Africa for more than three months and have not made an arrangement for settlement of or same before the bid closure date will be disqualified.
 - (ii) ***Bids submission not supported by a municipal account will be non-compliant. In the event of leasing, a lease agreement must be attached to the bid document.***
- 20 Contact with Municipality after Bid Closure Date**
- (i) Bidders shall not contact the Garden Route District Municipality on any matter relating to their bid from the time of the opening of the bid to the time the contract is awarded. If a bidder wishes to bring additional information to the notice of the Garden District Municipality, it should do so in writing to the Garden Route District Municipality. Any effort by the firm to influence the Garden Route District Municipality in the bid evaluation, bid comparison or contract award decisions may result in the rejection of the bid.
- 21 BBBEE Supplier Bid Declaration**
- (i) Bidders should complete the "preference claimed for" block in front page of the document, bid declaration point 1.4, 4.1 & 6.1 and failure on the part of a bidder to complete mentioned bullet points, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed and you will not receive any points.

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE GARDEN ROUTE DISTRICT MUNICIPALITY					
BID NUMBER:	GRDM/25/22-23	CLOSING DATE:	09 JUNE 2023	CLOSING TIME:	11:00
DESCRIPTION	SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD 7.1).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
GARDEN ROUTE DISTRICT MUNICIPALITY					
SUPPLY CHAIN MANAGEMENT UNIT					
54 YORK STREET					
GEORGE					
6530					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
COMPULSORY TO BE COMPLETED BY THE BIDDER					
TAX COMPLIANCE STATUS	TCS PIN:		AND	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No			B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
[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]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]			ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? ☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED				TOTAL BID PRICE	
SIGNATURE OF BIDDER				DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:				TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	FINANCIAL SERVICES			OFFICE OF THE MUNICIPAL MANAGER	
CONTACT PERSON	NATHAN JURIES			GERHARD OTTO	
TELEPHONE NUMBER	(044) 803 1310			Tel: (044) 803 1435/ 081 469 9128	
E-MAIL ADDRESS	NATHAN@GARDENROUTE.GOV.ZA			GOTTO@GARDENROUTE.GOV.ZA	

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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.	
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.	
2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.	
2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

TENDER / NOTICE



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FORMAL TENDERS

TENDER NUMBER	GRDM/25/22-23		
TENDERS ARE HEREBY INVITED FOR:	SUPPLY, DELIVERY AND OFF LOADING OF STANDBY GENERATORS		
PERIOD	ONCE OFF		
ADVERTISEMENTS:	NEWSPAPERS; MUNICIPAL NOTICE BOARDS; MUNICIPAL WEBSITE & E-PUBLICATION		
PUBLISHED DATE	14 MAY 2023	CLOSING DATE	09 JUNE 2023
CLOSING TIME	No later than 11:00 am , tenders will be opened immediately thereafter, in public at the Garden Route District Municipality Head Office, 54 York Street, George.		
AVAILABILITY OF TENDER DOCUMENTS:			
Tender documents are obtainable from Mr Nathan Juries during office hours (Mondays to Thursday 08:00 - 16:30 and Fridays 08:00 - 13:30) Tel: (044) 803 1310; E-mail: nathan@gardenroute.gov.za		Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Garden Route District Municipality's Supply Chain Management Unit, Ground Floor, 54 York Street, George or by downloading documents free-of-charge from the Garden Route District Municipality website at www.gardenroute.gov.za	
DATE AVAILABLE:	15 MAY 2023	NON - REFUNDABLE FEE:	R 200.00
TENDER SUBMISSION RULES:			
Important notes - Tenders are to be completed in accordance with the conditions and tender rules stipulated in the tender document. - Tender and supporting documents must be delivered in an envelope, clearly marked " SUPPLY, DELIVERY AND OFF LOADING OF STANDBY GENERATORS "at the Garden Route District Municipality's Head Office, 54 York Street, George - Tenders may only be submitted on the tender document issued by the Municipality. - Requirements for sealing, addressing, delivery, opening and assessment of tenders, are stated in the tender document. A valid Tax Clearance Status Pin (TCS) and MAAA Number must be submitted with the tender document, failure to submit the required documents your bid will be disqualified. - VAT must be included in all prices (VAT vendor must be registered). Late tenders, tenders per fax or e-mail will not be accepted. - Tenders couriered to be delivered to the Municipality will only be accepted if received within the stipulated closing time. - Council reserves the right to accept any bid proposal in full or part thereof. - Council will only award tenders to service providers who are registered on the Central Supplier Database (CSD). Visit https://secure.csd.gov.za if you have not registered on CSD. - Tenders will only be considered in accordance with the bid requirements.			
Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Garden Route District Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of BBBEE.			
BRIEFING SESSION:	NONE		
CLARITY ON BIDDING PROCEDURES MAY BE DIRECTED TO:	MR NATHAN JURIES; TEL: (044) 803 1310 E-MAIL: NATHAN@GARDENROUTE.GOV.ZA		
CLARITY ON TECHNICAL INFORMATION MAY BE DIRECTED TO:	MR GERHARD OTTO TEL: (044) 803 1435 / 081 469 9128 E-MAIL: GOTTO@GARDENROUTE.GOV.ZA		
NOTICE NO.	55/2023		
AUTHORISED BY:	MUNICIPAL MANAGER: MG STRATU GARDEN ROUTE DISTRICT MUNICIPALITY		

Tender Specifications

The Employer is Garden Route District Municipality.

Only Tenderers that meet the following pre-qualification conditions are eligible to have their tenders further evaluated:

1. A Bidder must have successfully completed a minimum of three projects pertaining to the supply of mobile diesel-powered standby generator equipment to the minimum of 100 KVA within the last five years.

The following supporting documentation to prove compliance with the above conditions must be supplied with the tender:

The Bidder must provide three (3) separate and unrelated contactable Referees for the category of work mentioned i.e., supply of mobile standby generator equipment:

- The references must relate to three (3) separate successfully completed projects in the last 5 years;
- The reference projects must be a minimum of 100 KVA and bigger.
- The Tenderer must arrange for the references to complete the Schedule of Reference for this Tenderer;
- Include a brochure with specifications of the generator to be provided.

1.0 GENERATOR EQUIPMENT – EVALUATION SHEET

Description	Three Phase (Minimum Genset Rating)			
	100kVA	150kVA	200kVA	300kVA
i) Engine:				
- Make and Manufacture	.....	.....	.....	.....
				
- Prime Power Output (i.e. kWe)	 kWe	 kWe	 kWe	 kWe
Parameters:				
- Be able to deliver specified output without overheating for a continuous 12 hour period;				
- Be able to produce 110% of the specified output for at least one hour in a 12 hour period;				
- Engine running speed do not exceed 1500 rpm;				
- Engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions.				
- In the case of water cooled engines, any electrical heaters shall be thermostatically controlled.				
- Sound Level (dBA @ 7m)	 dBA	 dBA	 dBA	 dBA
(Not more than 70 Dba)				
- Fuel Consumption @ 100% Load	 l/hr	 l/hr	 l/hr	 l/hr

- Battery (At least 120 Ah or more)				
(ii) Alternator:				
- Make and Manufacture	.....	.....	.....	.....
				
- Voltage	 VLL	 VLL	 VLL	 VLL
- Load Power Factor	.....	.....	.....	.....
(iii) Load Acceptance:				
- First Step (max time in seconds)	 Sec	sec	sec	sec
Starting period of engine for either manual or automatic switch on until the taking over by the generating set of the initial load (i.e. first step) shall not exceed 15 seconds, with the assumption of the remainder of the load (i.e. second step) within 5 seconds thereafter.				
- First Step (i.e. % of kW rating)	 %	%	%	%
(iv) Control / Change-Over Panel:				
- Make and Model of Genset Controller	.....	.....	.....	.....
				
- Make of Change-Over Switch	.....	.....	.....	.....

v) General				
- Enclosure Material (3CR12 min )	.....	.....	.....	.....
- Day Tank Capacity (12Hrs min)	liter	liter	 liter	liter
- Canopy Material (3CR12 min )	.....	.....	.....	.....
- Dimensions of Genset (open type )	.....	.....	.....	.....
- Dimensions of Canopy	.....	.....	.....	.....
- Delivery Period	weeks	 weeks	weeks	 weeks

2.0 OTHER

(a) Location of nearest permanent office and workshop / stores:

.....

.....

Name of Tenderer:
(Print or Rubber stamp)

Date:

Signed on behalf of the Tenderer:.....

SCHEDULE OF TENDERER'S EXPERIENCE

The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Date completed

Signed

Date

Name

Position

Tenderer

SCHEDULE OF REFERENCE FOR TENDERER

- The Tenderer must provide a minimum of three (3) separate and unrelated contactable references for the applicable category of work, i.e. the supply of mobile diesel-powered generator equipment;
- The References must relate to a minimum of three (3) separate successfully completed projects in the last 5 years;
- The reference projects must be for the supply of units 100 KVA and bigger to satisfy the pre-qualification criteria applicable to this tender;
- The Tenderer must arrange for the reference to complete this form and the completed form must be submitted with the tender document;

Reference and Project Information

Employer name:	
Reference name:	
Reference physical address:	
Reference contact number:	
Reference e-mail address:	
Name of Tenderer evaluated:	
Project Name:	
Project Description:	
Project Completion date:	
Project Duration:	
Final Project Cost, incl. VAT:	

COMPLETION OF PROJECT ON TIME	
Completion of project according to initial program submitted by Tenderer?	
Yes	
No	

COMPLETION OF ASSIGNMENTS WITHIN BUDGET	
Did the Tenderer complete the project / work within the allocated Budget?	
Yes	
No	

SCOPE OF WORK

GENERAL PROJECT SPECIFICATION

1.0 GENERAL

The purpose of this tender is to procure the services of a Service Provider (also referred to as Supplier or Contractor) to provide the supply of mobile standby generators for the Garden Route District Municipality

This contract therefore comprises of the supply of generators and associated electrical equipment,

Tenderers are to allow for all things, whether specified or necessary, for the manufacture, works testing, delivery, off-loading, site testing, and commissioning.

Tenderers are to take note that a tender may be accepted in whole, or in whole with certain items being added, or in whole with the proviso that certain items of work may be omitted at a later date.

2.0 SCOPE OF WORK

2.1 Extent of Work

This contract covers the construction, supply, delivery off-loading, testing and handing over in full working order of electrical equipment and material associated with the standby generator supplies as specified.

A summary of the anticipated work to be included under this contract is as follows:

Work –

- a) The supply new generator sets, automatic synchronisation / change-over panels and associated control gear as required.
- b) Testing of the complete generator.

3.0 PROGRAMME AND COMPLETION

The duration of the entire contract will be two (2) months.

4.0 MANUALS

The Contractor shall submit to the GRDM representative all equipment manuals on the handover of equipment. The contract will not be considered complete until these manuals have been received.

5.0 STANDBY GENERATOR EQUIPMENT

ITEM	DESCRIPTION	REQUIREMENT
1.0	<u>Alternator</u>	
1.1	Required net output (prime power)	As indicated in the Bill of Quantities.
1.2	At load power factor of	0,8
1.3	Output voltage	400 / 231V, single or three phase as applicable
1.4	Frequency	50 Hz
2.0	<u>Engine</u>	
2.1	Type of cooling	Engine to be either air or water cooled type. In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator must be fitted. Overheat protection via a visual and audible alarm on the generator control panel to be provided against running at excessive temperatures. Water-cooled engines shall in addition be fitted with a low water cut-out switch, installed in the radiator, to switch the set off in the event of a loss of coolant.
2.2	Aspiration	Natural or Turbocharged. Turbocharged engines will only be accepted if the Tenderer submits a written guarantee that the engine can deliver the full load requirements in the initial step within the specified starting period of 15 seconds.

2.1 **General**

Any generating equipment offered shall comprise of prime power (i.e. continuously rated) engine/ alternator sets and shall be capable of delivering an output of 110% of the specified output for one hour in a period of 12 hours consecutive running.

An automatic change-over panel with manual over-ride facility shall also be supplied and installed as standard.

For tender purposes it can be assumed that the automatic operation of the generator set during a power failure shall either be activated via a Mains Fail signal, genset start float installed inside a sump, or other external voltage free Start / Stop signal.

2.2 **Generator Equipment**

The generator equipment shall generally comply with the requirements of the Standard Technical Specification and as further detailed in the table below.

1.2	Lubrication	Lubrication of the main bearings and other important moving parts shall be by forced feed system. An automatic low oil pressure cut-out must be fitted, operating the stop solenoid on the engine and giving a visible and audible indication on the generator control panel.
1.3	Speed	Engine running speed not to exceed 1500 rpm.
1.4	General	The set shall be capable of delivering the specified output continuously under the site conditions, without overheating. The engine shall be capable of delivering an output of 110 % of the specified output for one hour in any period of 12 hours consecutive running. The engine shall be fitted with an electric starter motor and be easily started from cold, without the use of any special ignition devices under summer as well as winter conditions. In the case of water cooled engines, any electrical heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the generator control panel, and must be protected by a suitable circuit breaker.
2	<u>Battery</u>	
2.1	Type	The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. The battery must be of the heavy duty "low maintenance" type, housed in a suitable battery box.
2.2	Capacity	The battery must have sufficient capacity to provide the starting torque stipulated by the engine makers. The battery capacity shall not be less than 120 Ah and shall be capable of providing three consecutive start attempts from cold and thereafter a fourth attempt under manual control of not less than 20 seconds duration each.
2.3	Charger	The charger shall operate automatically in accordance with the state of the battery and shall generally consist of an air-cooled transformer, a full wave solid state rectifier, and the necessary automatic control equipment of the constant voltage system. The charger must be fed from the mains. An engine driven alternator must be also a provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.
3.0	<u>Control / Change Over Panel</u>	

3.1	Construction	Totally enclosed floor / set mounted unit as applicable, fabricated from 3CR12 steel incorporating both the generator controls, alarms indications and automatic change-over equipment. The by-pass switch and mains isolator shall be mounted in a separate change-over compartment with a metal separation barrier between same and all other compartments. Control panel to be rated at in accordance with the fault kA rating anticipated and have a red finish.								
3.2	Change-over Switch	Any change-over switch provided shall be rated for the expected supply conditions required, and shall be similar or equal to the Socomec type with three position (i.e. Normal / Off / Bypass) manually operated on-load by-pass switch, which shall either connect the incoming mains to the automatic control gear or directly to the outgoing feeder.								
3.3	Controller	DeepSea Controller or equivalent. The controller shall be selected based on the required control philosophy to be implemented, i.e. normal change- over, sync with mains, sync with genset, etc. Where required controllers shall be supplied complete with RS-485 communication modules in order to communicate directly with existing / future PLC / HMI equipment inside the MCC panel.								
4.0	Hour Run Meter	Notwithstanding the hours recorded on the controller unit, a normal hour meter with cyclometer counter recording the number of hours the set has run shall also be installed. The smallest figure shall indicate 1 / 10th hours.								
5.0	Surge Arrestors	Class 2 type surge arrestors, similar or approved equal to the Surge Sentry type, shall be installed inside a clear plastic enclosure inside the control / change over panel and connected between each phase and the earth bar, and one between the neutral bar and the earth bar. The arrestors shall have the following minimum specifications: <table><tr><td>Max Impulse Current I_{max} 8/20us</td><td>40kA Maximum</td></tr><tr><td>peak residual voltage</td><td>< 800V</td></tr><tr><td>Energy Absorption (W)</td><td>550J</td></tr><tr><td>Response time</td><td>< 25ns</td></tr></table>	Max Impulse Current I _{max} 8/20us	40kA Maximum	peak residual voltage	< 800V	Energy Absorption (W)	550J	Response time	< 25ns
Max Impulse Current I _{max} 8/20us	40kA Maximum									
peak residual voltage	< 800V									
Energy Absorption (W)	550J									
Response time	< 25ns									

6.0	Socket Outlet	A weatherproof double phase 16 amp 3 pin double switch socket is to be installed inside the control / change-over panel. The socket shall be flush mounted with the exterior surface of the panel so as to be externally accessible and shall be protected via an earth leakage unit.
7.0	Fuel Supply	A hand operated fuel pump complete with pipe and fittings will be provided for the filling of the fuel tank
8.0	Canopy enclosure	Any canopy provided shall be fabricated from 3CR12 steel and shall totally enclose all the generator equipment, control gear and automatic change-over equipment. An appropriate number of padlockable doors shall be provided to allow sufficient and adequate access to all equipment for servicing and maintenance purposes. The access panels / doors shall take into consideration the high likelihood of vandalism and shall be as robust and vandal proof as possible and the padlockable locking mechanisms shall be shrouded to prevent tampering. The colour of the canopy shall be confirmed during the course of the project, but deep Brunswick green by default.
9.0	Normal Sound Attenuation	Noise suppression via sound attenuating louvres and internal padding shall be provided to limit the generated noise to approximately 70 dB(A) @ 7 metres.

ITEM	DESCRIPTION	REQUIREMENT
10.0	<u>General</u>	
10.1	Frame	The engine and alternator shall be built together on a common frame, which must be mounted on a skid base on anti-vibration mountings.
10.2	Drip tray	Separate drip trays must be fitted under the engine and day tank and must be large enough to catch a drip from any part of the engine / tank, as well as from the pipe connections to and from same.
10.3	Piping	All interconnecting fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering. A water trap shall be fitted in the fuel pipeline from the tank to the engine.
10.4	Labels	All distribution boards, motor control panels, etc. supplied via the generator shall be clearly labelled with the following warning, "Essential Supply: Supplied via Standby Generator".
10.5	Manuals	Three copies of a maintenance, fault-localising and operating manuals, plus test certificates (including the controller programme listing if applicable) of all equipment shall be provided to the Engineer on hand-over.

2.3 **Exhaust Silencer and Noise Suppression**

It is essential to keep the noise levels as low as possible. An effective exhaust silencing system of the residential type must be provided. The maximum acceptable sound level, emitted by the engine exhaust, measured 7m from the exhaust point of discharge, shall be $\pm 70\text{dB(A)}$ at 7m.

2.4 **Control / Indicating Equipment**

The following equipment shall be incorporated into the generator control panel:

- DeepSea type or equivalent generator controller module, with Manual / Off / Auto and Start / Stop pushbuttons, instantaneous voltage / current / frequency readings, hour run meter, etc
- Emergency stop pushbutton.
- Hour run meter (over and above that visible of the controller) with cyclometer counter recording the number of hours the set has run. The smallest figure shall indicate 1 / 10th hours.
- Battery charging, protection and alarm equipment.
- 15A double switched socket outlet on earth leakage supply.
- Suitable terminals for all control cables / wiring.
- Neutral and Earth bars
- Any other equipment necessary for the safe and correct operation of the installation.

Alarm and Protection Equipment

The generator control / change-over panel shall be equipped with the protection and alarm devices as described below. Activation of the various alarms shall inhibit operation of the generator.

- E-Stop
- Temperature High
- Oil Pressure Low
- Overspeed
- Start Failure
- Low Water Level
- Battery Charger Failure
- Low day tank fuel Level

All alarms shall be visible and programmed to be easily identifiable on the generator controller. All protection devices shall give a visible and audible alarm. A muting switch shall be installed in the alarm circuit to silence the audible signal, but the fault indication on the control panel must remain until the fault is rectified. The protection and signalling circuits are to be operated from the battery.

Telemetry I / O

Where required the generator controller shall incorporate the necessary communication equipment and comms modules / protocols to communicate with the telemetry / HMI / PLC equipment in order that the complete status of the generator installation i.e. individual alarms, running amps, etc. can be monitored.

However, the following minimum hardwired I / O shall also be allowed for in this regard:

Status Inputs:

E-Stop Generator
Run
Temperature High Oil
Pressure Low
Overspeed
Start Failure Low
Water Level
Battery Charger Failure

STANDARD PRELIMINARY AND GENERAL INFORMATION

1) PREAMBLE

This Part of the Specification deals with general requirements to be met and standards for plant which shall be observed in the execution of the Contract.

2) SPARE PARTS

Tenderers shall state in the Schedule of Particulars the names of the accredited South African Agents from whom spare parts for all items of plant offered are obtainable and the nearest Centre to the Works at which such spare parts are available. Submission of a tender will be construed as confirmation that spare parts for all equipment offered are readily available, and the Contractor will be held responsible for any costs involved if this should prove to be otherwise.

3) PACKING AND DELIVERY

Generators shall be carefully packed and protected to avoid mechanical or other damage during transport and off-loading. The Contractor will be held responsible for any damage occurring prior to its acceptance in writing by the Employer.

The Contractor will be required to make all arrangements for off-loading since no equipment for this will be available on site of delivery.

4) VALUE ADDED TAX

The attention of Tenderers is drawn to the Value Added Tax Act (Act 89 of 1991) and any amendments thereto. All tenders submitted shall indicate the nett tender price, the amount of VAT and the gross tender price carried to the Form of Tender as provided for in the Price Summary. The amount stated in the Form of Offer and Acceptance will be taken as being inclusive of any tax due in terms of the said Act and no claims whatsoever in this respect will be considered.

5) GUARANTEE

The Contractor shall guarantee to the Employer the material, equipment and workmanship delivered by him, for a period of 12 months. The complete installation must be guaranteed against defects as a result of patent and latent defects of the design and equipment, as well as against faulty materials and workmanship. Fair wear and tear is excluded from the guarantee. The guarantee must provide that all material, equipment, parts, spares and appurtenances that become defective during the guarantee period be replaced free of charge of any nature to the Employer or engineer. The costs of labour and transportation required to replace such part of a defective installation shall be borne by the Contractor and shall be included in his guarantee. The Contractor shall cede to

the Employer the remainder of any guarantee which he has received from his Suppliers and which extends beyond the period mentioned herein.

If it becomes necessary for the Contractor to replace or remove any defective portions of the

Works under this condition, the provisions thereof shall apply to the portions so renewed or replaced until the expiry of the guarantee from the date of such replacement or renewal, and in the event of any defects occurring or being discovered in or to the Works within the guarantee period as aforesaid, the guarantee shall continue until the defects have been made good to the satisfaction of the Employer

If any defects are not remedied within a reasonable time, the Employer shall proceed to have the work done at the risk and expense of the Contractor, but without prejudice to any other rights which the Employer may have against the Contractor in respect of such defects.

STANDARD GENERATOR TECHNICAL SPECIFICATION

1) GENERAL

This Specification covers the supply, delivery and complete installation on site in full working order of the equipment detailed in the Particular Specification.

Full particulars, performance curves and illustrations of the equipment offered shall be submitted with the tender. Tenderers may quote for their standard equipment, complying as closely as possible with this Specification, but any deviations from the specification shall be fully detailed.

2) REQUIREMENTS

The set shall be capable of delivering the specified output continuously, without overheating. The engine shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running in accordance with BSS 5514. Furthermore, the set shall be capable of supplying 3 x full load for 3 seconds under short circuit fault conditions of the load.

Curves furnished by the engine makers, showing the output of the engine offered against the speed, for both intermittent and continuous operation, as well as fuel consumption curves when the engine is used for electric generation, shall be submitted with the tender.

The engine and alternator of the set shall be built with the alternator flange mounted to the engine, on a common frame, which shall be mounted on a skid base on antivibration mountings. A drip tray shall be fitted under the engine. The tray shall be large enough to catch a drip from any part of the engine.

The set shall be fully automatic, i.e. it shall start when the main power supply fails, and shall shut down when normal supply is re-established.

3) OUTPUT AND VOLTAGE

The set shall have a output as specified in the Particular Specification.

4) ENGINE

a. General

The engine shall comply with the requirements laid down in BSS 5514 and shall be of the solid injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The engine shall be amply rated for the required electrical output of the set, when running under the given site conditions.

The starting period from cold to the acceptance of the full load in one step shall not exceed 15 seconds. The engine is to be fitted with an alternator and regulator. Turbo-charged engines will only be accepted if the tenderer submits a written guarantee that the engine can deliver full load within the specified starting period.

b. Starting and Stopping

The engine shall be easily started from cold, without the use of any special ignition devices, under summer and winter conditions.

Tenderers must state what arrangements are provided to ensure easy starting in cold weather. Full details of this equipment must be submitted. In the case of water cooled engines, any electric heaters shall be thermostatically controlled. The electrical circuit for such heaters shall be taken from the control panel and must be protected by a suitable circuit breaker.

An electrical starter motor must be fitted to the engine. Besides the automatic starting and stopping, provision must be made on the control board for manual starting and stopping of the set.

The automatic control shall make provision for three consecutive starting attempts with 30 sec. intervals. Thereafter the set must be switched off and the start failure relay on the switchboard must give a visible and audible indication of the fault. If the type of engine is suitable for hand starting, a crank handle must be supplied.

c. Starter Battery

Each set shall be supplied with a fully charged lead-acid type battery, complete with the necessary electrolyte. The battery shall have sufficient capacity to provide the starting torque stipulated by the engine makers, and for at least six consecutive starting attempts. The battery shall be housed in a suitable lockable battery box complete with a heavy duty lock and 2 keys. All cables, complete with terminations are to be supplied and installed with the batteries. The battery shall be of the low maintenance type.

d. Cooling

The engine may be either of the air or water cooled type. In case of water cooling, a built on heavy duty, tropical type pressurised radiator must be fitted.

For either method of cooling, protection shall be provided against running at excessive temperatures. The operation of this protective device shall give a visual and audible indication on the switchboard. Water-cooled engines shall in addition be fitted with a low water cut-out switch installed in the radiator, to switch the set off in the event of a loss of the coolant. The protection shall operate in the same way as the other cut-outs (e.g. low oil pressures etc.).

e. Lubrication

Lubrication of the main bearing and other important moving parts shall be by forced feed system. An automatic low oil pressure cut-out shall be fitted, operating the stop solenoid on the engine, and giving a visible and audible indication on the switchboard.

f. Fuel Pump

The fuel injection equipment shall be suitable for operation with the commercial brands of diesel fuel normally available in South Africa.

g. Fuel Supply System

A manual operated diesel fuel pump with adequate length of hose shall be supplied for filling the tank from 200 liter drums.

A water trap shall be provided in the fuel line between the tank and engine.

h. Governor

The speed of the engine shall be controlled by a governor in accordance with class A1 of BSS 5514. When full load is suddenly switched off or on, the temporary speed variation shall not exceed 10%. The permanent speed variation shall not exceed 4% of the normal engine speed. External facilities shall be provided on the engine, to adjust the nominal speed setting.

i. Flywheel

A suitable flywheel shall be fitted, so that lights fed from the set will be free from any visible flicker. The cyclic irregularity of the set shall be within the limit laid down in BSS 5514 as amended.

j. Exhaust Silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of is to be provided. The exhaust pipe shall be flexibly connected to the engine to take up the vibrations transmitted from the engine, which may otherwise cause breakage. The exhaust pipe must be protected against the ingress of rain.

k. Accessories

The engine shall be supplied complete with all accessories, air filter, instructions manual, spare parts lists, spares as required, hand crank, tool kit, etc.

5) ALTERNATOR

a. General

The alternator shall be of the self excited, brushless type, with enclosed ventilated drip-proof housing, and shall be capable of supplying the above specified output continuously with a temperature rise not exceeding the limit laid down in BSS 5000 for rotor and stator windings. The alternator shall be capable of delivering an output of 110% of the specified output for one hour in any period of 12 hours consecutive running.

Both windings shall be fully impregnated for tropical climate and shall have an oil resistant finishing varnish.

b. Regulation

The alternator shall preferably be self regulated without the use of solid state elements, the inherent voltage regulation not exceeding plus or minus 5% of the nominal voltage specified at all loads with the power factor between unity and 0,8 and within the driving speed variations of 4% between no- load and full load.

c. Performance

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of full load. The voltage shall recover to within 5% of the steady state within 300 milli- seconds following the application of full load and the transient voltage dip shall not exceed 18%.

d. Coupling

The engine and alternator shall be directly coupled by means of a first class quality flexible coupling equal and similar to the Holset type.

e. Service Manual

Three complete sets of spares and maintenance manuals for each alternator and switchboard are to be provided, together with three copies of the circuit diagrams in a suitable folder, with one copy securely mounted in a glass frame and rigidly mounted on the wall in each generator room.

6) CONTROL / CHANGE-OVER PANEL

The control/alarm indication and change-over functions may be combined into a single switchboard.

The equipment, connections and terminals shall be easily accessible. The front panels may be either hinged, or removable and fixed with studs and chromium-plated cap nuts. Self tapping screws shall not be used in the construction of the board.

The steelwork of the panel shall be thoroughly de-rusted, primed with zinc-chromate and finished with two coats of first class enamel paint or epoxy powder coated.

Suitably rated terminals shall be provided for all main, control and protection circuits. Where

cable lugs are used, these shall be crimped onto the cables. Screw terminals shall be of a type which prevents spreading of cable strands. All terminals shall be clearly marked.

For the control wiring, each wire shall be fitted with a cable or wire marker of approved type, and the numbering of these markers shall be shown on the wiring diagram of the switchboard. Each component shall be numbered and identified in a similar manner.

All equipment such as circuit breakers, isolators, busbars, etc., shall have ample current carrying capacity to handle at least 110% of the full load alternator current.

a. Alternator Protection

On the alternator control panel a triple pole adjustable circuit breaker with instantaneous short circuit trips and thermal overload trips shall be installed, for protection of the alternator against short circuit and overload. The settings of the instantaneous trips shall be well below the short circuit current of the offered alternator and the overload trips shall be set at the rated current of the alternator.

b. Protection and Alarm Devices

All switchboards shall be equipped with protection and alarm devices as described below. All protection devices shall give a visible and audible alarm. A muting switch shall be installed in the alarm circuit to silence the audible signal, but the fault indication on the control panel must remain until the fault is rectified. The protection and signalling circuits are to be operated from the battery.

Protection shall be provided for high engine temperature, low lubrication oil pressure, overspeed, start failure, and low water level on water cooled engines. The indicators and reset pushes shall be marked as follows:

- Temperature High
- Oil Pressure Low
- Overspeed
- Start Failure
- Low Water Level

Any one of these protection devices shall immediately stop the engine and it shall not be possible to re-start until the fault is cleared.

In addition, two relays with reset pushes shall be fitted, giving audible and visible signals ONLY, when the fuel level in the fuel tank reaches 30% and the battery charger fails to operate. These indications shall be marked as follows:

- Fuel Low
- Battery Charger Failure

The audible alarm shall be of the continuous duty type and must have a low power consumption.

c. Battery Charging

Equipment shall be provided for charging the battery from the mains supply. The charger shall operate automatically in accordance with the state of the battery, and shall be of the constant voltage, current limiting type.

A flush ammeter, suitably scaled, reading the charging current, and a flush voltmeter with spring loaded push button or switch, indicating the battery voltage, shall be provided on the alternator control panel. The charger shall operate the 'Charge Fail' indicator on the control panel for a failure of the charger to charge the battery, or the alternator on the motor generator set fails. The smallest scale reading on the ammeters shall be 5 amps and the scale shall be in 5 amp markings up to 60 amps.

d. Control / Indicating Equipment

The following must be incorporated into the control panel:

- 3 x MDI ammeters and CT's, rated for 0-150% of rated output, measuring alternator output.
- 0-500V voltmeter with 7 position selector switch, measuring alternator voltage.
- Frequency meter, vibrating or pointer type, indicating alternator frequency.
- Hour meter with cyclometer counter recording the number of hours the set has run. The smallest figure shall indicate 1/10th hours.
- One set fuses or mcb's for potential circuits of meters.
- START and STOP pushbuttons for manual operation of the set.
- MANUAL/OFF/AUTO selector switch.
- Timers/controller for AMF operation.
- Battery charging, protection and alarm equipment as previously specified.
- 15A switched socket outlet on earth leakage supply.
- Suitable terminals for all control cables/wiring.
- Neutral and Earth bars
- Any other equipment necessary for the safe and correct operation of the installation.

e. Change-over Switchgear

The panel shall include the following equipment:

- Triple pole isolator for incoming mains supply (rating as per Particular Specification).
- Triple pole circuit breaker for incoming alternator supply, rated as described elsewhere (alternator protection).
- Mechanically interlocked change-over contactors (3-pole) or, alternatively, interlocked motorised circuit breakers, controlled from the generator control system. Ratings to be as for isolators above.
- Bypass switch as further described elsewhere, rated as for the incoming mains isolator.
- Sub-distribution circuit breakers (if called for in the Particular Specification) supplied from the load side of the change-over arrangement.
- Terminals/gland plate for incoming, outgoing, and control cables.

7) BYPASS SWITCH

The switchboard shall be equipped with a manually operated on-load by-pass switch, which shall either connect the in-coming mains to the automatic control gear or directly to the outgoing feeder. In the latter position the automatic control gear, including the main contactors, shall be isolated for maintenance purposes.

It is required that this by-pass switch and mains isolator be mounted away from the automatic control gear, in a separate compartment, either on the side or in the lower position of the switchboard cubicle, and that the switches are operated from the front of the compartment.

8) LABELS

All labels, markings or instructions on the control panel and switchboard gear shall be in English only.

9) SURFACE FINISH OF METALWORK

The Contractor must **strictly adhere** to the following steel finishes:

Ungalvanised

- Fuel lines
- Bulk tank
- Exhaust lines

Galvanized

- Generator set sub and base frames
- All steel support brackets and other mounting hardware.

a. Painting

All metal surfaces shall be given two coats of paint of approved quality and colour. Generally paintwork will including derusting, degreasing and cleaning of all surfaces, a prime coat, undercoat and two final coats, all applied **strictly** in accordance with the paint manufactures specification. The final colour of the board shall be a standard S.A.B.S. gloss colour, readily matchable. Before painting, all metal shall be bonderised or given some similar rustproof treatment to approval. It is the Contractor's responsibility to ensure that when handed over, the paintwork on boards is in first class condition. If this is not the case, boards are to be resprayed on site, any damage from over- spray being for the Contractor's account. Under no circumstances will boards be accepted if not finished to a first-class standard at handover.

Pricing Schedule

Please fill in the column of the generator that will be tendered for (if only tendering for certain items).

Generator offered	100kVA	150kVA	200kVA	300kVA
Brand name				
Price inclusive of VAT(if a VAT vendor)				

**FORM OF OFFER AND ACCEPTANCE
COMPULSORY TO COMPLETE**

TENDER NO: GRDM/25/22-23 SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS

OFFER

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

TENDER NO: GRDM/25/22-23 SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS

The Tender Supplier, identified in the acceptance signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender. By the representative of the Tender Supplier, deemed to be duly authorized, signing this part of this form of offer and acceptance, the Tender Supplier offers to perform all of the obligations and liabilities of the contractor under the contract, including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of tender identified in the tender data. **AS PER PRICING SCHEDULE** This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance, and returning one copy of this document to the tender supplier before the end of the period of validity stated in the tender data, whereupon the tender supplier becomes the party named as the contractor in the contract identified in the tender data.

Signature(s)

Name(s)

Capacity

Company Name

Address

.....

.....

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the Tender supplier's offer. In consideration thereof, the employer shall pay the tender supplier the amount due in accordance with the conditions of quote identified in the tender data. Acceptance of the tender supplier's offer shall form an agreement between the employer and the tender supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tender supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tender supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature(s)

Name(s)

Capacity

For the
Employer

.....
(Name and address of organization)

Date:

GRDM/25/22-23

DECLARATION OF INTEREST

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

3.11 3.11.1	Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid? If yes, furnish the following particulars: If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	Yes / No
3.12 3.12.1	Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	Yes / No
3.13 3.13.1	Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state? If yes, furnish the following particulars: Name of person / director / trustee / shareholder / member: Name of state institution at which you or the person connected to the bidder is employed: Position occupied in the state institution: Any other particulars:	Yes / No
3.14 3.14.1	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? If yes, furnish particulars:	Yes / No

.....
Signature

Capacity

¹ MSCM Regulations: "in the service of the state" means to be -

(a) a member of –

- (i) any municipal council;
- (ii) any provincial legislature; or
- (iii) the National Assembly or the National Council of Provinces;

(b) a member of the board of directors of any municipal entity;

(c) an official or any Municipality or municipal entity;

(d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);

(e) a member of the accounting authority of any national or provincial entity; or

(f) an employee of Parliament or a provincial legislature.

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

DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *** YES /NO**

- 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.

- 1.2 If auditing of financial statements is not required by law, the bidder must still submit their unaudited annual financial statements for the period stated above.

2. Do you have any outstanding undisputed commitments for municipal services towards any municipality *** YES/NO** for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

- 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services toward any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.

- 2.2 If yes, provide particulars.
.....
.....
.....

3. Has any contract been awarded to you by an organ of state during the past five years, including *** YES/No** particulars of any material non-compliance or dispute concerning the execution of such contract?

- 3.1 If yes, provide particulars.
.....
.....
.....

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion ***YES /NO** and whether any portion of payment from the municipality/ municipal entity is expected to be transferred out of the Republic.

- 4.1 If yes, provide particulars.
.....
.....
.....

CERTIFICATION

I, UNDERSIGNED (NAME) CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

PREFERENCE POINTS CLAIM FORM

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT POLICY OF THE GARDEN ROUTE DISTRICT MUNICIPALITY

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT POLICY OF THE GARDEN ROUTE DISTRICT MUNICIPALITY.

1. GENERAL CONDITIONS

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 Preference Point allocation:

Either the **90/10 or 80/20 preference point system** will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price;
- (b) B-BBEE status level contribution

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	
PRICE	80	90
B-BBEE Status level Contributor	20	10
Total points	100	

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for the tender, B-BBEE certificate or an Affidavit for an Exempt Micro Enterprise, will be interpreted to mean that preference points are not claimed.

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

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

2. DEFINITIONS

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

- (f) **“B-BBEE”** means broad -based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- (g) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (h) **“Broad-Based Black Economic Empowerment Act”** means the Broad -Based Black Economic Empowerment Act, 2003 (Act No.53 of 2003);
- (i) **“Proof of B-BBEE status level of contributor” means:**
- 1) B-BBEE Status level certificate issued by an authorised body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (j) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practise on black economic empowerment issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (k) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9(1) of the Broad -Based Black Economic Empowerment Act;
- (l) **“Functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20	or	90/10
$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$	or	$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. For the purposes of this tender the tenderer will be allocated preference points based on the B-BBEE status level contributor status stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

- (a) an invitation to tender for income-generating contracts, that either the 80/20 or 90/10 preference point system

will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	20	10
2	18	9
3	14	6
4	12	5
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

5. BID DECLARATION

3.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

4. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.2

4.1 B-BBEE Status Level of Contributor = (Maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2022:

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
	√	√
Any EME		
Any QSE		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm.....

6.2 VAT registration number.....

6.3 Company registration number:

6.4 TYPE OF COMPANY/ FIRM

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

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

6.7 MUNICIPAL INFORMATION

Municipality where business is situated:.....

Registered Account Number:.....

Stand Number:.....

6.8 Total number of years the company/ firm has been in business:.....

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are

correct;

- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
- (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audio alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:	.....
DATE:	.....
ADDRESS:	.....
	
	
	

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

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

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & Stamp

CONTRACT FORM – PURCHASE OF GOODS / SERVICES

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

I the undersigned (Full names) duly authorized thereto hereby undertake to supply all or any of the goods and/or services described in the attached bidding documents to **GARDEN ROUTE DISTRICT MUNICIPALITY** (the District Municipality) in accordance with the requirements and specifications stipulated in bid number **TENDER NO: GRDM/25/22-23: SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS** at the price/s quoted. The offer/s remains binding upon me/ the Company/ Close Corporation and open for acceptance by the **District Municipality** during the validity period indicated and calculated from the closing time of bid.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2017;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) Other (specify)

I confirm hereby that I have examined and read the above documents and declare that I am/ the Company/ Close Corporation is bound by the conditions contained in it.

- 2. I confirm that I have satisfied myself as to the correctness and validity of the bid; that the price(s) and rate(s) quoted cover all the goods and/or services specified in the bidding documents; that the price(s) and rate(s) cover all my/the Company's/Close Corporation's obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own or the Company's/Close Corporation's risk.
- 3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/the Company/Close Corporation under this agreement as the principal liable for the due fulfilment of this contract.
- 4. I declare that I/the Company/Close Corporation have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
- 5. I confirm that I am duly authorised to sign this contract.

NAME OF PERSON/ COMPANY/ CLOSE CORPORATION TO WHOM THE TENDER/BID WAS AWARDED (PRINT)

(i) (Sole Supplier) (Full names..... (Identity Nr)

(ii) (Registered name of Company/ Close Corporation).....

(Registration Nr.).....) and herein represented by, in

his/ her capacity asduly authorised thereto **according to a Directors/**

Members resolution of which a copy is attached)

SIGNED AT ON THIS..... DAY OF..... 2023.

SIGNATURE.....

CAPACITY.....

WITNESSES

1.....

2.....

DATE:

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2 (TO BE FILLED IN BY THE DISTRICT MUNICIPALITY)

I MONDE GIVEN STRATU in my capacity as MUNICIPAL MANAGER accept your bid under reference number: **TENDER NO: GRDM/25/22-23: SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS** dated for the supply of goods/services indicated hereunder and/or further specified in the annexure(s).

1. An official order indicating delivery instructions is forthcoming.
2. I undertake to make payment for the goods/services delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT **ON THIS** **DAY OF** **2023.**

SIGNATURE
NAME (PRINT) **MONDE GIVEN STRATU**
MUNICIPAL MANAGER

OFFICIAL STAMP

WITNESSES

1.....

2.....

DATE.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
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 ☐	No ☐
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 ☐	No ☐
4.4.1	If so, furnish particulars:		

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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract. .
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **TENDER NO: GRDM/25/22-23: SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS** in response to the invitation for the bid made by:

GARDEN ROUTE DISTRICT MUNICIPALITY

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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and

possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....

Signature

.....

Date

.....

Position

.....

Name of the Bidder

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

AUTHORITY OF SIGNATORY

Details of person responsible for Tender process:

Name		
Contact number	()	
Address of office submitting the Tender		
Telephone no	()	
Fax no	()	
E-mail address		

Signatories for close corporations and companies shall confirm their authority by attaching to this form a **duly signed and dated original or certified copy** of the relevant resolution of their members or their board of directors, as the case may be.

"By resolution of the board of directors passed on (*date*).....

Mr./Ms.....has been duly authorized to sign all documents in connection with tender number:

TENDER NO: GRDM/25/22-23 SUPPLY, DELIVERY AND OFF-LOADING OF STANDBY GENERATORS and any Contract which may arise there from on behalf of

(BLOCK CAPITALS)

SIGNED ON BEHALF OF THE COMPANY

IN HIS / HER CAPACITY AS

DATE

FULL NAMES OF SIGNATORY

AS WITNESSES 1.

2.

TABLE OF CLAUSES

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35.	Amendment of contracts

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.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the provider, 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 provider 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 provider 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 provider and not involving the provider's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14 "GCC" means the General Conditions of Contract.
 - 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the provider is required to supply to the purchaser under the contract.
 - 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
 - 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
 - 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
 - 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
 - 1.20 "Project site," where applicable, means the place indicated in bidding documents.

General Conditions of Contract	
	1.21 "Purchaser" means the organization purchasing the goods. 1.22 "Republic" means the Republic of South Africa. 1.23 "SCC" means the Special Conditions of Contract. 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the provider covered under the contract. 1.25 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.
2. Application	2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents. 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
3. General	3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. 3.2 Invitations to bid are usually published in locally distributed news media and in the institution's website.
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The provider 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 provider in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The provider 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 provider's performance under the contract if so required by the purchaser. 5.4 The provider shall permit the purchaser to inspect the provider's records relating to the performance of the provider and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser. 6.2 When a provider developed documentation / projects for the municipality or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or municipal entity.
7. Performance security	7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC. 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an organization acting on behalf of the purchaser.

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	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 provider. 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 analysed 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 provider 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 providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider. 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 provider 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, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the provider in accordance with the terms specified in the contract.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.
13. Incidental services	13.1 The provider may be required to provide any or all of the following services, including additional services, if any: (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 provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.
14. Spare parts	14.1 As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider 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,

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	drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The provider warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the provider under this contract shall be specified. 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the provider. 16.4 Payment will be made in Rand unless otherwise stipulated.
17. Prices	17.1 Prices charged by the provider for goods delivered and services performed under the contract shall not vary from the prices quoted by the provider in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.
18. Increase / decrease of quantities	18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.
19. Contract amendments	19.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
20. Assignment	20.1 The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
21. Subcontracts	21.1 The provider shall notify the purchaser in writing of all subcontracts awarded under these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract.
22. Delays in the provider's performance	22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract. 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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. 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available. 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties. 22.5 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider's expense and risk, or to cancel the contract

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	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 provider.
23. Penalties	23.1 Subject to GCC Clause 25, if the provider 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.
24. Termination for default	24.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: (a) if the provider 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 22.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. 24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated. 24.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 24.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction. 24.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated. 24.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction; (iii) the period of restriction; and (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector. 24.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
25. Anti-dumping and countervailing duties and rights	25.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.
26. Force Majeure	26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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. 26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing,

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	the provider 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.
27. Termination for insolvency	27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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.
28. Settlement of Disputes	28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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. 28.2 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 provider 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. 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 28.4 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 provider any monies due the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. Limitation of liability	29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the provider 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.
30. Governing language	30.1 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.
31. Applicable law	31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. Notices	32.1 Every written acceptance of a bid shall be posted to the provider 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. 32.2 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.
33. Taxes and duties	33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
34. Transfer of contracts	34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.
35. Amendment of contracts	35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

BID REQUIREMENTS OF GARDEN ROUTE DISTRICT MUNICIPALITY**THE FOLLOWING PARTICULARS MUST BE FURNISHED. FAILURE TO DO SO MAY RESULT IN THE BID BEING DISQUALIFIED*****CENTRAL SUPPLIER DATABASE (CSD) NO:***

NAME OF BIDDER:

POSTAL ADDRESS:

STREET ADDRESS:

TELEPHONE: AREA CODE:

NUMBER:

FACSIMILE: AREA CODE:

NUMBER:

E-MAIL ADDRESS (IF AVAILABLE):

NAME OF CONTACT PERSON:

CELL PHONE NUMBER OF CONTACT PERSON:

Has a tax clearance certificate been submitted

Yes / No

Income Tax Number

Name of taxpayer

Identity number of taxpayer (if applicable)

Employer's PAYE registration number (if applicable)

Company or CC Registration No

Are you the accredited representative in South Africa for the goods / services offered by you?

YES / NO / NOT APPLICABLE

AUTHORISED SIGNATURE:

NAME:

CAPACITY:

DATE:

PAST EXPERIENCE

Tenderers must furnish hereunder details of similar services, which they have satisfactorily completed in the past.

EMPLOYER	DURATION AND COMPLETION DATE	EMPLOYER CONTACT NUMBER

DATE

SIGNATURE OF TENDERER

REQUIRED DOCUMENTATION

A PUBLIC COMPANY or SECTION 21 COMPANY

A certified copy of the company's Certificate of Incorporation (CM3).

If any changes had occurred in the board of Shareholders or Directors of the company since registration, a certified copy of the amended Certificate of Incorporation regarding the changes that were registered in the office of the Registrar of Companies must be obtained.

In the case of a Company, a resolution from the directors that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Company. The full names, identity number and his/ her capacity must be included in the resolution.

A CLOSE CORPORATION

A certified copy of the Close Corporation's registration document. (CK1 & CK2).

If any changes had occurred in the Membership of the Close Corporation since registration, a certified copy of the amended Registration Certificate regarding the changes in membership that were registered in the office of the Registrar of Companies must be obtained. In the case of a Close Corporation, a resolution from the members that the person who is appointed to sign the tender and SLA document is authorized to act on behalf of the Close Corporation. The full names, identity number and his/ her capacity must be included in the resolution.

A TRUST

A certified copy of the Trust deed (document) as well as a letter of authority in the case of business trust.

A PARTNERSHIP

A certified copy of the Partnership Agreement.

A SOLE PROPRIETOR

A certified copy of the Owner's ID document.

In all cases, a valid Tax Compliance Status Pin is required.

Where necessary certified copies of other relevant registration certificates pertaining to the business as required by legislation.

The above documentation did not include necessarily all the documentation that may be needed by the Supply Chain department which must also be requested.