



## SOL PLAATJE LOCAL MUNICIPALITY – 1 STAGE BIDDING PROCESS

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

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

IF bids are submitted in one envelope containing original and copy it must be clearly stated on the envelope that the envelope contains envelope no 1 "ORIGINAL" and envelope no 2 "DUPLICATE"  
The duplicate must be a true reflection of the original Bid Document and must be certified as such, see below

**CONTRACT NUMBER: INFRA/TSD01/2021 – FLEET REPLACEMENT NEW VEHICLES & MACHINERY**

The offer contains MBD1, MBD 2, MBD3.1, MBD3.2, MBD 3.3 (if applicable)  
MBD 4, listing criteria, MBD6, MBD 6.1, MBD 6.2, MBD7, MBD8, MBD 9  
and General Conditions of Contract

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

NAME OF BIDDER: .....

PHYSICAL TRADING OFFICE ADDRESS: .....

.....

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

Prepared for: O. Mokale

Sol Plaatje Municipality  
Private Bag X5030  
KIMBERLEY, 8300

Prepared by: B. Nkoe  
Datum: 28<sup>th</sup> July 2021

### **For Copy Document Purposes only:**

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

Bidder Signature.....Date: .....

# BIDDER CHECKLIST

## CONTRACT REF NUMBER: INFRA/TSD01/2021 – FLEET REPLACEMENT NEW VEHICLES & MACHINERY

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

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



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

SIGNATURE OF BIDDER: \_\_\_\_\_

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

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

\_\_\_\_\_

CELL TELEPHONE NO: \_\_\_\_\_ FAX: \_\_\_\_\_

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

AS WITNESSES: 1. \_\_\_\_\_ Name Print \_\_\_\_\_

2. \_\_\_\_\_ Name Print \_\_\_\_\_

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

MBD 1

## SOL PLAATJE LOCAL MUNICIPALITY INVITATION TO BID

### PART A INVITATION TO BID

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

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SOL PLAATJE MUNICIPALITY**

BID NUMBER:	INFRA/TSD01/2021	CLOSING DATE:	22/11/2021	CLOSING TIME:	10H00
DESCRIPTION	<b>FLEET REPLACEMENT NEW VEHICLES &amp; MACHINERY</b>				
<p>To render services on behalf of the Sol Plaatje Local Municipality, as may be required for a once off period as indicated on this bid document, from the time of the award. The services shall commence on the date of signing the contract, and for a period of <b>once off</b>.</p> <p>One complete set of documents is available from SCU Contracts Department, Municipal Stores Complex Abattoir Road, Ashburnham, Kimberley, upon payment of an amount of <b>R500-00 (Five hundred rand)</b>, which is non-refundable.</p> <p><b>One complete set of document is available at</b>  <a href="http://www.etenders.gov.za">http://www.etenders.gov.za</a> or <a href="http://www.solplaatje.org.za">http://www.solplaatje.org.za</a> <b>at no cost.</b>            Payment must be made at the cashiers on a "NO 10 deposit slip" using the following mSCOA vote no  <span style="background-color: #90EE90; padding: 2px;">21 12 1 42 451 0 SG ZZZ ZZ WM</span></p>					

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

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

SOL PLAATJE MUNICIPALITY
SCU – CONTRACTS DEPARTMENT, MUNICIPAL STORES COMPLEX
ABATTOIR ROAD, ASHBURNHAM
KIMBERLEY
8301

#### **SUPPLIER INFORMATION**

NAME OF BIDDER				
POSTAL ADDRESS				
PHYSICAL TRADING ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				

VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	AND	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>			
1. In terms of section 2 (1) (d-f) of the PPPFA 2017 – The following Pre-Qualification criteria are applicable  <b>OPEN TENDER</b>  Please note that only BBBEE accredited by SANAS or original certified sworn Affidavits will be considered for evaluation. <u>An original certified B-BBEE Sworn Affidavit</u> for EME'S must be included in this bid document to qualify for relevant points claimed as per MBD 6.1 Certificate.			
2. Companies or bidders bidding as a <u>Joint venture must include their consolidated Joint Venture Agreement</u> <u>Joint B-BBEE certificate</u> <u>MBD's 2. 4,8 &amp; 9 must</u> be completed respectively by both/all parties and submitted as part of the bid document			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER		DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
SIGNATURE OF WITNESS NO 1	NAME PRINT		
SIGNATURE OF WITNESS NO 2	NAME PRINT		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Transport
CONTACT PERSON		CONTACT PERSON	O. Mokale
TELEPHONE NUMBER	6172/6180	TELEPHONE NUMBER	053 - 8306864
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS		E-MAIL ADDRESS	omokale@solplaatje.org.za

## PART B TERMS AND PRE-CONDITIONS FOR BIDDING

### VERY IMPORTANT NOTICE:

- (1): NO BIDS WILL BE CONSIDERED FROM BIDDERS WHO HAVE NOT BEEN APPROVED AND REGISTERED ON THE CENTRAL SUPPLIERS DATABASE (CSD) OF THE NATIONAL TREASURY - WEBSITE [www.csd.gov.za](http://www.csd.gov.za)
- (2) BID DOCUMENTS NOT COMPLETE OR INCORRECTLY COMPLETED, AS PRESCRIBED, AND WHICH LACK THE PRESCRIBED ATTACHEMENTS WILL NOT BE CONSIDERED.
- (3) NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

### 1. BID SUBMISSION:

- 1.1. Bids must be delivered by the stipulated time to the correct address. Late bids will not be accepted.
- 1.2 All bids must be submitted on the official forms provided – **(may not to be re-typed, only hand written submissions will be accepted,)**. Bidders who have purchased the bid documents from the Municipality MUST include the proof of such purchase by including a copy of the receipt with the original bid document.
- 1.3 Bidders MUST also include a true copy of the original bid documents. Bids MUST be placed in a sealed envelope and properly marked as prescribed. It MUST be stated that such sealed envelope contains a bid and the description of the bid, the contract reference number, and addressed to the Municipal Manager.
- 1.4 Should a bidder fail to maintain this status after the contract is awarded; the Council may cancel this contract or make single or multiple deductions from any payment claims in terms of the contract to the amount equal to any outstanding amounts owed to the municipality. The bidder shall have no right whatsoever to claim damages resulting from such action
- 1.5 **No correction tape or fluid** may be used on the tender document. Any errors made should be neatly crossed out and initialled by the bidder.
- 1.6 All prices **must** include value added tax, bid prices excluding value added tax may not be considered.
- 1.7 The following is **APPLICABLE ON COMPETITIVE BIDDING ABOVE R10 MILLION**
- 1.7.1 **If the value of the transaction is expected to exceed R10 million (Vat Included), bidders MUST provide the following documents with the bid documents.**
- If the bidder is required by law to prepare annual financial statements for auditing, their audited annual financial statements
    - For the past three years or
    - Since their establishment if established during the past three years
  - Particulars of any contracts awarded to the bidder by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract
  - A statement indicating whether any portion of the goods or services are expected to be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality or municipal entity is expected to be transferred out of the Republic:

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

- 1.8 This bid is subject to the Preferential Procurement Policy Framework Act and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, where applicable, any other legislation and special conditions of contract.

## 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 Bidders must ensure compliance with their tax obligations. see MBD 2  
Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable Municipality to view the taxpayer's profile and tax status.
- 2.2 Application for the tax compliance status (TCS) pin may be made via e-filing through the SARS website [www.sars.gov.za](http://www.sars.gov.za).
- 2.3 Foreign suppliers must complete the pre-award questionnaire in Part B Paragraph 5.
- 2.4 In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 2.5 All Bidders must be **SARS COMPLIANT** on Central Suppliers Database (CSD) and **A CURRENT PROOF** of compliancy and a **TAX COMPLIANCE STATUS CERTIFICATE** must be submitted with the Tender document on closing date.
- 2.6 Bidders are required to submit their detailed CURRENT Central Suppliers Database (CSD) registration report (NOT the summary report) together with the bid document

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

- 3.1. **A RECENT (60 DAY) MUNICIPAL ACCOUNT OF THE PHYSICAL TRADING OFFICE ADDRESS** of the bidder indicating that all accounts are in good standing; or, if the bidder is not liable for, and has no, municipal account, even outside the Frances Baard Municipal boundaries ☐ YES ☐ NO
- 3.2 **A VALID LEASE AGREEMENT** clearly stating who is responsible for the municipal account and supported by documents indicating that all accounts are in good standing. ☐ YES ☐ NO
- 3.3 **IF THE LESSEE PAY TO THE LOSSOR A RECENT (60 DAY) TAX INVOICE/ MUNICIPAL ACCOUNT** of the bidder indicating that all accounts are in good standing, or if the bidder is not liable for any municipal services, **the Lessor recent (60 day) municipal account must be attached** ☐ YES ☐ NO
- 3.4 **NO CONFIRMATION LETTER / GENERAL AFFIDAVIT** of a lease agreement / Renting will be accepted; ☐ YES ☐ NO
- 3.5 **A RECENT (60 DAY) MUNICIPAL ACCOUNTS MUST** also be submitted in cases where the owner/director of the business also acts as landlord of the business property and submitted a lease agreement also see listing criteria and MBD 6.1 in this bid document and ☐ YES ☐ NO
- 3.6 Bidders who has failed to submit and prove that all relevant accounts are in good standing **WILL NOT BE CONSIDERED**, such confirmation and supporting documents **MUST NOT BE OLDER THAN 60 DAYS**.

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

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

4.1 **IS LOCAL CONTENT** APPLICABLE TO THIS BID ☐ YES ☐ NO

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

#### 5. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

5.1 IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO

5.2 DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO

5.3 DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO

5.4 DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

5.5 IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.2 ABOVE.

**BIDDERS MUST STATE THEIR POSTAL ADDRESS ON THE BACK OF THE MAIN ENVELOPE CONTAINING THE BID DOCUMENT** ☐ YES ☐ NO

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

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

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



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

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

**CONTRACT: INFRA/TSD01/2021 – FLEET REPLACEMENT NEW VEHICLES & MACHINERY**

must be addressed to the Municipal Manager and placed in the **TENDER BOX (OPPOSITE SECURITY), MUNICIPAL STORES COMPLEX, ABATTOIR ROAD, ASHBURNHAM, Kimberley**, not later than **10:00 on 22 NOVEMBER 2021.**

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

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MBD 1**

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

NAME OF BIDDER \_\_\_\_\_

POSTAL ADDRESS \_\_\_\_\_

STREET ADDRESS \_\_\_\_\_

TELEPHONE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

CELLPHONE NUMBER \_\_\_\_\_

EMAIL ADDRESS \_\_\_\_\_

FACSIMILE NUMBER CODE \_\_\_\_\_ NUMBER \_\_\_\_\_

VAT REGISTRATION NUMBER \_\_\_\_\_

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? \_\_\_\_\_

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

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

A REGISTERED AUDITOR ☐  
(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE) ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED?** YES/NO

(IF YES, ENCLOSE PROOF)

SIGNATURE OF BIDDER \_\_\_\_\_

DATE \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED \_\_\_\_\_

TOTAL NUMBER OF ITEMS OFFERED \_\_\_\_\_

ATTACHED VALID JOINT VENTURE AGREEMENT HERE  
(if applicable)

SOL PLAATJE MUNICIPALITY

ATTACHED VALID TAX PIN CERTIFICATE HERE  
(Joint Venture both certificates)

SOL PLAATJE MUNICIPALITY

# TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

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

SIGNATURE OF BIDDER .....

DATE: .....

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

WITNESS 1 .....

DATE: .....


WITNESS 2 .....

DATE: .....

**NB. To avoid disqualification this page (MBD2) must be fully completed and signed by two witnesses**

ATTACH THE LAND LORD RECENT MUNICIPALITY ACCOUNT and or  
CERTIFIED LEASE AGREEMENT HERE

SOL PLAATJE MUNICIPALITY

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

**SOL PLAATJE LOCAL MUNICIPALITY****SPECIFICATION****INFRA/TSD01/2021 – FLEET REPLACEMENT NEW VEHICLES & MACHINERY****ITEM 1: ONE 20M<sup>3</sup> REFUSE COMPACTOR VEHICLE (DOUBLE DIFFERENTIAL)****ENGINE**

The engine must be a six-cylinder turbo – charged diesel, developing not less than 240kW with a maximum torque of not less than 1200Nm. Engine must conform to a minimum of EURO III emission standards.

**TRANSMISSION**

Transmission must be fully automatic.  
To be fitted with a power take off (PTO) and fail safe system.

**STEERING**

Steering must be fully power assisted and adjustable.

**TYRE SIZE**

Tyre sizes not less than 315/80R22.3  
Vehicle to be supplied with a full spare wheel.

**CAB**

Configuration must be of a short – nosed type for easy access to confined spaces.  
Cab must be factory fitted with an air conditioner.

**FUEL TANK**

Fuel tank must be protected by a sturdy steel frame  
Fuel tank must be fitted with an anti-fuel theft device and a locking fuel cap.

**BRAKES**

Vehicle must be fitted with an ABS braking system.

**SPARE PARTS (VEHICLE & COMPACTOR UNIT)**

Spare parts (body & mechanical) must be readily available for a minimum period of at least ten years.



## GENERAL

- i) The vehicle must be delivered with all warranties as per the manufacturer's specifications.
- ii) Operator training must be given at the time of delivery of the vehicle.
- iii) Certificate to be issued as proof of training

## COMPACTOR UNIT

Rear loading refuse compactor vehicle fully hydraulic operated, mounted on a double rear axle chassis. Compactor unit must comply with the following specifications:

- The body capacity must not be less than 20m<sup>3</sup>
- Hopper capacity (volume) not less than 2,7m<sup>3</sup>
- Stationary hopper with a floor thickness not less than 6mm
- The hydraulic cylinders must be chrome plated induction hardened and must be so designed, that it does not come into contact with domestic waste.
- Tailgate to be controlled and be fitted with a hydraulic locking pin and to be operated by driver
- Ejection process must be controlled by driver
- A fitted closed crew cab with adequate ventilation not less than 900mm wide with lockable door and with padded seating, must be able to accommodate six persons and to be fitted with safety belts.
- External handles should be made of non-slip rubber material for holding
- External step on ledge should be made-up of grip rubber material for standing
- Stairs to be fitted to crew cabin (stairs to be fitted to enter crew cab)
- Compaction cycle times must not exceed 30 seconds
- Compactor unit guarantee and service intervals, must be clearly stated.
- Hydraulic operated container mechanism to handle bulk containers (e.g. Mechanical Skip bin as well as Wheelie bin loading). Up to 1.74m<sup>3</sup>

**(Bidder must acquaint themselves with the type of containers presently used by the Municipality).**

- An audible warning device must be installed at the compactor unit operating controls, indicating when the controls are being operated.
- Limitation compaction cut off switch to be fitted when load is full
- Mounting bolts (compactor unit to chassis) must be easily accessible for maintenance purpose.

The vehicle must be fitted with the following:

1. An audible reverse warning device.
2. Amber slim-line emergency light on the roof of the cab (**No holes must be drilled into the cab roof**)
3. Amber emergency lights suitably mounted on the rear of the vehicle
4. A night-working light to be fitted in compaction unit
5. Taillight mesh protection
6. Fire extinguisher
7. Suitable toolbox for ancillary tools

VEHICLE COLOUR

Manufacturers selected white

Provision must be made for two municipal officials to inspect the vehicle before delivery, at the manufacturer's / body builder's site, and at the cost of the bidder.

**Total Price of Vehicle (including vat and accessories) R** \_\_\_\_\_

SOL PLAAATJE MUNICIPALITY

## TECHNICAL DETAILS

MAKE, TYPE, MODEL AND COUNTRY OF ORIGIN\_\_\_\_\_

ENGINE Type\_\_\_\_\_Displacement\_\_\_\_\_m<sup>3</sup>

No. of cylinders\_\_\_\_\_kW (gross)\_\_\_\_\_at\_\_\_\_\_rpm

Net torque\_\_\_\_\_Nm\_\_\_\_\_at\_\_\_\_\_rpm

TRANSMISSION\_\_\_\_\_

WHEELS AND TYRES\_\_\_\_\_

Tyre, size, and ply rating \_\_\_\_\_

STEERING\_\_\_\_\_

VENTILATION SYSTEM\_\_\_\_\_

REGISTRATION DATA Tare (T)\_\_\_\_\_Maximum permissible vehicle mass (v)\_\_\_\_\_

Maximum permissible vehicle drawing mass (D/T)\_\_\_\_\_

COMPACTOR UNIT: Make\_\_\_\_\_

Country of Manufacture\_\_\_\_\_

DELIVERY PERIOD\_\_\_\_\_

## **ITEM 2: ONE 8000LT CAPACITY SEWAGE TANKER**

### **ENGINE**

The engine must be a turbo-charged (intercooled) six-cylinder diesel, developing not less than 180kW with a minimum torque of not less than 930Nm. Engine must have an emission standard of not less than ERUO III specifications.

### **TRANSMISSION**

The transmission must be fully automatic.

### **STEERING**

Steering must be power assisted.

### **TYRE SIZE**

Tyre sizes shall not be less than 295/80R22.5

### **BRAKES**

Vehicle must be fitted with an exhaust brake and an anti-locking braking system (ABS)

### **CAB**

Configuration must be a short – nosed type of easy access to confined spaces. Cab must be fitted with an air-conditioner (Factory fitted)

### **VEHICLE COLOUR**

Manufacturer's selected white

### **ACCESSORIES**

Vehicle must be fitted with the following:

- (1) Full length slim – line amber emergency light, mounted on cab (no holes must be drilled into the cab)
- (2) Audible reverse - warning buzzer
- (3) Anti-fuel theft device with locking fuel cap
- (4) Suitable protection cover for fuel tank.

## SEWAGE TANK SPECIFICATIONS

Tank capacity must be 8 000lts of elliptical design and constructed from 5mm mild steel with 6mm dished end.

There must be at least two removable steel baffles and a 600mm hinged lid, air tight manhole with access ladder at the rear.

The interior of the tank must be suitably treated with a high quality rust inhibitor coating to prevent corrosion.

The tank must be mounted with a fall of at least 75mm towards the rear of the vehicle.

A 100mm lever operated gate valve and 160mm outlet valve must be mounted at the rear end of the truck.

With a suitable PTO control and fail safe hydraulic operated exhauster

Two lengths 6mx100mm diameter suction hose with PERROT type quick couplings carried on suitable brackets on side of tank.

### **Contents indicator**

Water trap and snifting valve to prevent exhauster from drawing liquid when tank is full.

SANS approved vacuum control valve

Provision to be made for suction for septic tank.

### PAILS

Provision must be made on either side of the tank to stack the pails (dimension 375x258x350mm)

Both sides to have a non-slip platform/ walkways on both sides of tank with 900mm side safety rails with non-slip access steps.

A reservoir of 200lts capacity (to discharge pails by hand) with hinged covers on either side must be mounted at the rear of the vehicle.

A 100mm coupling with shut-off gate valve must be fitted between the vacuum tank and reservoir.

Rear underrun bumper with reflective tapes and mud guard to be fitted.

### VEHICLE INSPECTION

Provision must be made, at the bidder's expense, for one inspection of the unit by two Municipal officials, at the manufacturing plant.

**Total Price of Vehicle (Incl. Vat & All Accessories) R\_\_\_\_\_**

## TECHNICAL DETAILS

MAKE, TYPE, MODEL AND COUNTRY OF ORIGIN \_\_\_\_\_

ENGINE Type \_\_\_\_\_ Displacement \_\_\_\_\_ m<sup>3</sup>

No. of cylinders \_\_\_\_\_ kW (gross) \_\_\_\_\_ at \_\_\_\_\_ rpm

Net torque \_\_\_\_\_ Nm \_\_\_\_\_ at \_\_\_\_\_ rpm

TRANSMISSION \_\_\_\_\_

WHEELS AND TYRES \_\_\_\_\_

Tyre, size, and ply rating \_\_\_\_\_

STEERING \_\_\_\_\_

VENTILATION SYSTEM \_\_\_\_\_

REGISTRATION DATA Tare (T) \_\_\_\_\_ Maximum permissible vehicle mass (v) \_\_\_\_\_

Maximum permissible vehicle drawing mass (D/T) \_\_\_\_\_

DELIVERY PERIOD \_\_\_\_\_

### **ITEM 3: ONE 1TON LONG WHEEL BASE LCV'S (SINGLE CAB)**

#### **ENGINE:**

The engine must be a petrol driven four cylinder, developing not less than 80kw, with a torque of not less than 160Nm.

#### **TRANSMISSION:**

Manual transmission with not less than five forward gearshifts.

#### **STEERING:**

Steering must be power assisted.

#### **BRAKES:**

Vehicle must be fitted with an anti-locking braking system (ABS)

#### **RIM /TYRES:**

Rim / Tyre: size must not be less than 15"

#### **VENTILATION SYSTEM:**

Vehicle must have a factory fitted air-conditioner.

#### **VEHICLE COLOUR:**

Manufacturer's selected white

#### **ACCESSORIES:**

Vehicle must be fitted with the following accessories:

- \*A robust dual ball and pin tow bar (able to accommodate coupler and eye size 22 up to 50mm)
- \*An audible alarm / immobilizer system
- \*A full-length (cab length) slim line type, amber emergency lamp, mounted on the roof of the cab. **(No holes must be drilled into the cab roof)**
- \*Load body must be rubberized
- \*Tailgate must be sprayed with yellow and black zebra type striping

**Total Price of Vehicle (Incl. Vat and All Accessories) R\_\_\_\_\_**

### TECHNICAL DETAILS

MAKE, TYPE, MODEL AND COUNTRY OF ORIGIN \_\_\_\_\_

ENGINE Type \_\_\_\_\_ Displacement \_\_\_\_\_ m<sup>3</sup>

No. of cylinders \_\_\_\_\_ kW (gross) \_\_\_\_\_ at \_\_\_\_\_ rpm

Net torque \_\_\_\_\_ Nm \_\_\_\_\_ at \_\_\_\_\_ rpm

Transmission \_\_\_\_\_

Tyre size and ply rating \_\_\_\_\_

Steering \_\_\_\_\_

Ventilation System \_\_\_\_\_

Delivery Period \_\_\_\_\_



## **MBD 3.2**

### **SOL PLAATJE LOCAL MUNICIPALITY**

#### **METHOD OF PRICING AND PRICE ADJUSTMENTS**

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

#### **INFRA/TSD01/2021 – FLEET REPLACEMENT NEW VEHICLES & MACHINERY**

**PLEASE INDICATE IF PRICES ARE FIRM OR NOT FIRM FOR THE DURATION OF THIS CONTRACT.**

#### **SELECT NUMBER 1 OR NUMBER 2**

1. ☐ Prices are firm for the duration of this contract (including prices subject to Rates of Exchange or any other reasons) Variations will not be considered.

**N.B.: BASE PRICES MUST BE FIRM FOR 120 DAYS FROM COMMENCEMENT DATE OF CONTRACT.**

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

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

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

1. IN CASES OF PERIOD CONTRACTS, NON-FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON-FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

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

Where:

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

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

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

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

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

B. ☐ PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

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

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

## MBD 3.2

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

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

**C. ☐ None firm prices based on documentary evidence (including actual supplier's invoices, motivations and letters of confirmation from the bidder's supplier)**

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

SIGNATURE OF BIDDER: \_\_\_\_\_

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

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

CELL TELEPHONE NO: \_\_\_\_\_ FAX NO. \_\_\_\_\_

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

AS WITNESSES: 1. \_\_\_\_\_ Name Print \_\_\_\_\_

2. \_\_\_\_\_ Name Print \_\_\_\_\_

DATE:.....

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

## **AMENDMENTS AND ALTERATIONS: ANNEXURE A**

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

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

SIGNATURE OF BIDDER \_\_\_\_\_

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

### **ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:**

Municipality / Municipal Entity: .....

Department: .....

Contact Person: .....

Tel: ..... Cell .....

Fax: .....

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

Department: .....

Contact Person: .....

Tel: ..... Cell: .....

## **DECLARATION OF INTEREST**

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

### **BIDDER ARE REQUIRED TO ANSWER ALL QUESTIONS, FAILURE WILL LEAD TO DISQUALIFICATION**

1. No bid will be accepted from persons in the service of the State. (Employed by the State)
2. Any person, having a kinship with persons in the service of the State (Employed by the State), including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 3.1 Full Name of bidder or his or her representative: \_\_\_\_\_
  - 3.2 Identity Number: \_\_\_\_\_
  - 3.3 Position occupied in the Company (director, trustee, shareholder): \_\_\_\_\_
  - 3.4 Company Registration Number: \_\_\_\_\_
  - 3.5 Tax Reference Number: \_\_\_\_\_
  - 3.6 VAT Registration Number: \_\_\_\_\_
  - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
  - 3.8 Are you presently in the service of the State? (Employed by the State)? **YES / NO**
    - 3.8.1 If yes, furnish particulars \_\_\_\_\_

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

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

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

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

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

3.9.1 If yes, furnish particulars \_\_\_\_\_

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

3.10.1 If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

3.11.1 If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

3.12.1 If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

3.13.1 If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

3.14.1 If yes, furnish particulars \_\_\_\_\_

\_\_\_\_\_

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

Full Name	Identity Number	State Employee Number

#### DECLARATION

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

**FAILURE TO SIGN THE DOCUMENT WILL LEAD TO DISQUALIFICATION**

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

## Penalty: -

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

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector?  (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? <b>To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a>, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		



## **CERTIFICATION**

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

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

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

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

\_\_\_\_\_  
**Signature**

\_\_\_\_\_  
**Date**

\_\_\_\_\_  
**Position**

\_\_\_\_\_  
**Name of Bidder**

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

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

CAPACITY \_\_\_\_\_

SIGNATURE \_\_\_\_\_

NAME OF FIRM \_\_\_\_\_

DATE \_\_\_\_\_

### WITNESSES

1. \_\_\_\_\_

Name Print \_\_\_\_\_

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

Name Print \_\_\_\_\_

## MBD 9

# CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

## **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**CONTRACT:** \_\_\_\_\_  
in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

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

## MBD 9

(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.

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

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

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

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

\_\_\_\_\_  
Position

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

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

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

# SOL PLAATJE MUNICIPALITY

## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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

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1. Definitions
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6. Patent rights
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32. Taxes and duties

# General Conditions of Contract

## 1. Definitions

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

Credit Control Policy with regard to payments for services, and must have satisfactorily complied with present and previous contractual obligations.

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

## 2. Application

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



### **3. General**

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

### **4. Standards**

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

### **5. Use of Contract documents and information; inspection.**

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

### **6. Patent rights**

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

### **7. Performance security**

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

obligations, unless otherwise specified in SCC. The above excludes construction contracts/road repairs, civil, mechanical and electrical works.

## **8. Inspections, tests and analyses**

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

## **9. Packing**

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

## **10. Delivery and documents**

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

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

## **14. Spare parts**

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty / Guarantee**

15.1 The supplier warrants or guarantees (which applicable to be indicated) that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty or guarantee (which applicable to be indicated) shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country,

whichever period concludes earlier, unless specified otherwise in SCC.

- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty / guarantee.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

## **28. Limitation of liability**

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

## **29. Governing language**

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

## **30. Applicable law**

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



### **31. Notices**

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

### **32. Taxes and duties**

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