



TDR61/2024/2025

SUPPLY AND DELIVERY OF STANDBY GENERATOR SETS FOR MOSSEL BAY MUNICIPALITY

CLOSING DATE: 1 NOVEMBER 2024	CLOSING TIME: 12h00
NAME OF BIDDER*	
ADDRESS*	
TELEPHONE NUMBER*	
CELLPHONE NUMBER*	
E-MAIL ADDRESS*	
CENTRAL SUPPLIER DATABASE REGISTRATION NR*	
B-BBEE LEVEL OF CONTRIBUTION*	
LOCALITY (Municipal Area/Province where Business is Located) *	
CIDB REGISTRATION NR* (if applicable)	N/A
TENDER AMOUNT (VAT included) *	See pages 40 - 49

(* - TO BE COMPLETED BY BIDDER)

Prepared by:
Mossel Bay Municipality
PO Box 25
Mossel Bay
6500

INDEX

SECTION 1		PAGE nr
1.1	INVITATION TO TENDER	3
1.2	TENDER CONDITIONS AND INFORMATION	4
1.3	GENERAL CONDITIONS OF CONTRACT	13
1.4	SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS	19
SECTION 2		
2.1	PRICING SCHEDULE	40
SECTION 3		
3.1	MBD1: BID REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY	50
SECTION 4		
4.1	MBD4: DECLARATION OF INTEREST	53
4.2	MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION	56
4.3	MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022	57
4.4	MUNICIPAL RATES AND TAXES	63
4.5	AUTHORISED SIGNATORY	64
4.6	MBD8: DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES	65
4.7	MBD9: CERTIFICATE OF INDEPENDENT BID DETERMINATION	67
SECTION 5	DECLARATION	70
SECTION 6	CONTRACT FORM	72
	JOINT VENTURE AGREEMENT	73

SECTION 1.1: INVITATION TO TENDER

CLOSING TIME: 12h00

CLOSING DATE: 1 NOVEMBER 2024

TDR61/2024/2025: SUPPLY AND DELIVERY OF STANDBY GENERATOR SETS FOR MOSSEL BAY MUNICIPALITY

Tenders are hereby invited from suppliers for the supply and delivery of Standby Generator Sets for Mossel Bay Municipality for the period ending 30 June 2026.

Tenders must be submitted on the original documents and remain valid for one hundred and twenty (120) days after the closing date of the tender. Enquiries pertaining to the specifications can be addressed to Mr. Jaco du Plessis at telephone (044) 606-5000 or e-mail to jduplessis@mosselbay.gov.za. Enquiries pertaining to the completion of the documents can be addressed to Ms. Nicole Saunders at telephone (044) 606-5194 or e-mail to nsaunders@mosselbay.gov.za.

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Ms. Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at nsaunders@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside)** or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za), prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

Fully completed tender documents must be placed in a sealed envelope and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay by not later than 12h00 on Friday, 1 November 2024** or be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time. The envelopes must be endorsed clearly with the number, title and closing date of the tender as above.

Responsive bids will be evaluated on the 80/20 or 90/10 Preference Points System. A maximum of 20 points (80/20 preference point system) or 10 points (90/10 preference point system) will be allocated for specific goals. 50% of the 20/10 points will be allocated in terms of a bidder's B-BBEE scorecard and other 50% of the 20/10 points will be for a bidder's locality.

The tender box will be emptied just after 12h00 on the closing date as above, hereafter all bids will be opened in public. Late tenders or tenders submitted by e-mail or fax will under no circumstances be accepted.

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

It is expected of all Bidders who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to Bidders who are not registered on this Database.

**MR C PUREN
MUNICIPAL MANAGER**

SECTION 1.2: TENDER CONDITIONS AND INFORMATION

1.2.1 General and Special Conditions of Contract

The General Conditions of Contract (GCC) available on the National Treasury website <http://www.treasury.gov.za/divisions/ocpo/sc/GeneralConditions/> will be applicable to this tender as well as Special Conditions of Contract (SCC) (if applicable) forming part of this set of tender documents in addition to the conditions and information. Where the GCC and SCC are in conflict with one another, the stipulations of the SCC will prevail.

1.2.2 Acceptance or Rejection of a Tender

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

1.2.3 Validity Period

Bids shall remain valid for one hundred and twenty (120) days after the tender closure date.

1.2.4 Cost of Tender Documents

A set of tender documents can be obtained at a non-refundable cost of R264.00 per set from Ms. Nicole Saunders who may be contacted at telephone (044) 606-5194 or e-mail at nsaunders@mosselbay.gov.za **OR** it can be obtained on our website at www.mosselbay.gov.za free of charge. If you require a hard copy of the tender document, payments must be made at the cashiers at the **Mossel Bay Municipality's Main Building, 101 Marsh Street on the Lower Ground Floor (seaside) or EFT (Banking details and Reference Nr can be obtained from esnyders@mosselbay.gov.za)**, prior to collecting and proof of payment must be provided when collecting the tender document from the Supply Chain Management Offices, 101 Marsh Street, Mossel Bay.

1.2.5 Registration on the Central Supplier Database

It is expected of all prospective service providers who are not yet registered on the Central Supplier Database to register without delay on the prescribed form. The Municipality reserves the right not to award tenders to prospective suppliers who are not registered on this Database.

1.2.6 Completion of Tender Documents

- (a) The original tender document must be fully completed and originally signed in black ink and signed by the authorised signatory to validate the tender. Section 5: DECLARATION must be completed and signed by the authorised signatory and returned. Failure to do so will result in the disqualification of the tender and will not be evaluated.
- (b) Tender documents may not be retyped. Retyped documents will result in the disqualification of the tender and will not be evaluated.
- (c) The complete original tender document must be returned. Material pages that are omitted from the tender document may result in the disqualification of the tender and the bidder will not be evaluated. The Municipality reserves the right to request immaterial pages that were omitted.

- (d) No unauthorised alteration of this set of tender documents will be allowed. Any unauthorised alteration will disqualify the tender automatically. Any ambiguity has to be cleared with contact person for the tender before the tender closure.
- (e) The tender document as provided by the Municipality's Supply Chain Management Section will be the prevailing document in the event of an inconsistency between the completed submitted tender document by a bidder and the tender document provided by the Municipality.

1.2.7 Compulsory Documentation

1.2.7.1 Tax Clearance Certificate

- (a) A copy of a Tax Compliance Status Pin, printed from the South African Revenue Service (SARS) website, must accompany the bid documents. The onus is on the bidder to ensure that their tax matters with SARS are in order.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate Tax Compliance Status Pin, printed from the SARS website, with the bid documents.
- (c) If a bid is not supported by a Tax Compliance Status Pin as an attachment to the bid documents, the Municipality reserves the right to obtain such documents after the closing date to verify that the bidder's tax matters are in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) The Tax Compliance Status Pin will be verified by the Municipality on the SARS website.

1.2.8 Other Documentation

1.2.8.1 Construction Industry Development Board (CIDB) (If applicable)

- (a) When applicable, the bidder's CIDB registration number must be included with the tender. The Municipality will verify the bidder's CIDB registration during the evaluation process.
- (b) A bidder will be non-responsive, if the CIDB status of the bidder indicates suspended or inactive or deregistered on the day of evaluation.

1.2.8.2 Municipal Rates, Taxes and Charges

- (a) A copy of the bidder's and those of its director's/members municipal accounts (for the Municipality where the bidder and its director's/members pay their account) for the month preceding the tender closure date must accompany the tender documents. If such a copy does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such documents after the closing date to verify that their municipal accounts are in order.
- (b) Any bidder which is or whose directors are in arrears with their municipal rates and taxes or municipal charges due to any Municipality or any of its entities for more than three months and have not made an arrangement for settlement of same before the bid closure date will be unsuccessful. The arrangement for settlement for the outstanding amount (which were done before the closing date of the bid), must also be submitted with the tender document.

- (c) If a bidder and its director's/members rent their premises, the current lease agreement must be submitted with the tender document, which indicates that the rental includes their municipal rates and taxes. If the lease agreement indicates that the bidder or its director's/members are responsible to pay the municipal rates and taxes, the Municipal Account of the leased premises indicated must also be submitted.
- (d) If a bidder and its director's/members, do not own any property, they must submit the following:
 - (i) Affidavit from the bidder and its director's/members, that they do not own any property;
 - (ii) Affidavit from the owner of the property where business is situated/director's/members reside, that the bidder and its director's/members are not liable for the municipal rates and taxes.
- (e) If a bidder or its director's/members, lives outside of South Africa, an affidavit by the Company must be submitted.

1.2.9 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 authorised to sign it for and on behalf of the bidder.
- (c) If such a copy of the Resolution does not accompany the bid document of the successful bidder, the Municipality reserves the right to obtain such document after the closing date to verify that the signatory is in order. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified and will not be evaluated.
- (d) If a bidder is a sole proprietor, no such documentation is required, provided that the document was completed and signed by the owner.

1.2.10 Site / Information Meetings

- (a) Site or information meetings, if specified (in the advert), are **compulsory**. Bids will not be accepted from bidders who have not attended the compulsory site or information or online briefing meetings. Bidders that arrive or log in 15 minutes or more after the advertised time the meeting starts will not be allowed to attend the meeting or to sign the attendance register. If a bidder is delayed/have connection problems, he/she must inform the contact person before the meeting commence and will only be allowed to attend the meeting if the chairperson of the meeting as well as all the other bidders attending the meeting, give permission to do so.
- (b) All bidders, including **ALL THE PARTNERS OF A JOINT VENTURE** must attend the compulsory site or information or online briefing meeting.

1.2.11 Samples

Samples, if requested, are to be provided to the Municipality with the tender document or as stipulated.

1.2.12 Quantities of Specific Items

If tenders are called for a specific number of items, the Municipality reserves the right to change the number of such items to be higher/more or lower/less. If the successful bidder does not accept the new scenario, it will be offered to the second-placed bidder.

1.2.13 Submission of Tender

- (a) The tender must be placed in a sealed envelope, or envelopes when the two-envelope system is specified, clearly marked with the tender number, title as well as closing date and time and placed in the **tender box at the Entrance of the Mossel Bay Town Hall, 101 Marsh Street, Mossel Bay Municipality by not later than 12h00 on Friday, 1 November 2024.**

OR

- (b) be posted to reach the **Tender Box, Mossel Bay Municipality, PO Box 25, Mossel Bay, 6500** before the specified closing date and time.
- (c) Faxed, e-mailed and late tenders will not be accepted. Tenders may be delivered by hand, by courier, or posted at the bidder's risk and must be received by the deadline specified above, irrespective of how they are sent or delivered.

1.2.14 Expenses Incurred in Preparation of Tender

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

1.2.15 Contact with Municipality after Tender Closure Date

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

1.2.16 Opening, Recording and Publications of Tenders Received

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

1.2.17 Evaluation of Tenders

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

1.2.18 Procurement Policy

Bids will be awarded in accordance with the Preferential Procurement Regulations, 2007 pertaining to the Preferential Procurement Policy Framework Act, No 5 of 2000 and its amendments as well as the Municipality's Supply Chain Management and the current Municipal Preferential Procurement Policy.

1.2.19 Contract

The successful bidder will be expected to sign the agreement in Section 6 of this bid document. The signing of both Parts of Section 6 of this bid document signifies the conclusion of the contract. The Municipality, at its discretion, may request the signing of an additional Service Level Agreement which, together with the signed tender document, will constitute the full agreement between the Municipality and the successful bidder.

1.2.20 Subcontracting

- (a) The Contractor shall not subcontract the whole of the Contract.
- (b) Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Municipality, which consent shall not be unreasonably withheld.
- (c) The contractual relationship between the Contractor and any subcontractors selected by the Contractor in consultation with the Municipality in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the subcontractor in terms of paragraph (b) above.
- (d) Any consent granted in accordance with paragraph (b) or appointment of a subcontractor in accordance with paragraph (c) shall not imply a contract between the Municipality and the subcontractor, or a responsibility or liability on the part of the Municipality to the subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and he shall be liable for the acts, defaults and neglects of any subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.
- (e) The Contractor shall not be required to obtain such consent for –
 - (i) the provision of labour, or
 - (ii) the purchase of materials which are in accordance with the Contract, or
 - (iii) the purchase or hire of Construction Equipment.

1.2.21 Language of Contract

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

1.2.22 Extension of Contract

The Municipality reserves the right to negotiate the extension or expansion of a contract with the successful bidder should additional funds become available. This prescribed process in terms of legislation must be followed prior to any agreement being concluded and the vesting of any rights.

1.2.23 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, guarantees and retentions.

1.2.24 Wrong Information Furnished

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

1.2.25 Past Practices

- (a) The bid of any bidder may be rejected if that bidder or any of its directors have abused the municipality's supply chain management system or committed any improper conduct in relation to such system.
- (b) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors influenced or tried to influence any official or councillor with this or any past tender.
- (c) The bid of any bidder may be rejected if it is or has been found that that bidder or any of its directors offered, promised or granted any official or any of his/her close family members, partners or associates any reward, gift, favour, hospitality or any other benefit in any improper way, with this or any past tender.

1.2.26 DOCUMENTATION REQUIRED TO CLAIM POINTS FOR SPECIFIC GOALS

1.2.26.1 Proof of B-BBEE Status Level of Contributor:

- (a) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice; or
- (b) Any other requirement prescribed in terms of the Broad-Based Black Economic Empowerment Act, as indicated below:

- **If the certificate was issued by a verification agency the following must be on the face of the certificate:**

SANAS logo, unique BVA number, must be an original certificate or certified copy of the original, the name and physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry of the certificate, the certificate number for identification and reference, the scorecard that was used (for example EME, QSE or Generic), the name and / or logo of the Verification Agency, the certificate must be signed by the authorized person from the Verification Agency and the B-BBEE Status Level of Contribution obtained by the bidder.

- **If certificate was issued by an Auditor/ Accounting Officers:**

The Accounting Officer's or Registered Auditor's letter head with full contact details, the Accounting Officer's or Registered Auditor's practice numbers, the name and the physical location of the bidder, the registration number and, where applicable, the VAT number of the bidder, the date of issue and date of expiry, the B-BBEE Status Level of Contribution obtained by the measured entity, the total black shareholding and total black female shareholding, the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

- **If the certificate was issued by registered auditors approved by IRBA**

Clearly identify the B-BBEE approved registered auditor by the auditor's individual registration number with IRBA and the auditor's logo, clearly record an approved B-BBEE Verification Certificate identification reference in the format required by the SASAE, reflect relevant information regarding the identity and location of the measured entity, identify the Codes of Good Practice or relevant Sector Codes applied in the determination of the scores, record the weighting points (scores) attained by the measured entity for each scorecard element, where applicable, and the measured entity's overall B-BBEE Status Level of Contribution, reflect that the B-BBEE Verification Certificate and accompanying assurance report issued to the measured entity is valid for 12 months from the date of issuance and reflect both the issuance and expiry date, and the B-BBEE Status Level of Contribution obtained by the bidder and must be an original certificate or certified copy of the original.

1.2.26.2 Proof of Locality in a Specific Province, Region and Municipal Area

- (a) Points for specific goals to promote suppliers or service providers located in a province, district or municipal area / (hereafter referred to as locality).
- (b) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (c) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within Mossel Bay municipal area	Points for enterprises within Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4
2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2

- (d) Bidders must submit one of the following in order to receive points for the abovementioned criterion.

- (i) Municipal Account of bidder's address as indicated in bid document;
- (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
- (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
- (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

1.2.28 Letter of Good Standing from the Commissioner of Compensation

- (a) A valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, must accompany the bid documents.
- (b) In the case of a Consortium/Joint Venture every member must submit a separate valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof with the bid documents.
- (c) If a bid is not supported by a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a copy thereof, as an attachment to the bid documents, the Municipality reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Municipality, the bid will be disqualified.
- (d) If a bid is accompanied by proof of application for valid AND relevant Letter of Good Standing from the Compensation Commissioner, the original or copy thereof must be submitted on/or before the final date of award.
- (e) Should a bidder's Letter of Good Standing from the Compensation Commissioner expire during the contract period, a valid AND relevant certificate must be submitted within an agreed upon time.
- (f) The right is reserved to not award a tender if a valid AND relevant Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

1.2.29 Negotiations

Should the tender prices be higher than the available funds of the client, the client reserves the right to negotiate with the successful bidder to limit the work in accordance with the tender specifications in order not to exceed the available budget. These negotiations can be done prior or after the final award.

1.2.30 Joint Ventures

The Joint venture agreement must be submitted as part of the bid documents;

- (a) No amendments to Joint venture agreement may be made without the prior approval of the Municipality; if not accepted by the Municipality and the Joint venture continue without approval the Joint venture contract can be cancelled as if poor performance had taken place;
- (b) Joint venture will only qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits, together with the submission of the bid, their B-BBEE status level certificate issued in the name of the Joint venture.
- (c) Joint venture will only qualify for points for Locality as a legal entity, provided that the entity submits the address of the Lead Partner as per the Joint Venture agreement.
- (d) If the joint venture division is 50/50 the points will be allocated according to the closest address.
- (e) All members of the Joint venture must submit, with the bid documents:
 - a valid SARS tax pin, individually;
 - an agreement that clearly provides clarity of Profit and liability sharing; and
 - a resolution taken by the board of directors of the Joint venture and other information that agrees with the Joint venture agreement as detailed on pages 73-75.

(f) For the evaluation of functionality regarding a Joint venture refer to the functionality section.

1.2.31 Enquiries

Enquiries in connection with this tender, prior to the tender closure date, may be addressed to Mr. Jaco du Plessis at telephone (044) 606-5000 or e-mail to jduplessis@mosselbay.gov.za.

oooOOOooo

1.3 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 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 goods are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "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 goods, 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 on the municipality/municipal entity 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 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.
- 6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / 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 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.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.
- 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Goods 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 goods 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 goods 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 goods, which do comply with the requirements of the contract. Failing such removal, the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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 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 supplier 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 supplier 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 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, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and;
 - (b) in the event of termination of production of the spare parts: (i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified 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, 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.
- 16.2 The supplier 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 supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated.
- 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 or in the purchaser's request for bid validity extension, as the case may be.
- 18. Variation orders**
- 18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable 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. 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 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 goods are required, or the supplier's services are not readily available.
- 21.4 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 22.2 without the application of penalties.
- 21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

- 23.5 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.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website
- 24. Antidumping and countervailing duties and rights**
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 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 for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language**
- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

- 30. Applicable law**
30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
- 31. Notices**
31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties**
32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
- 33. Transfer of contracts**
33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser
- 34. Amendment of contracts**
34.1 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.
- 35. Prohibition of restrictive practices**
35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.
35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998. 35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

SECTION 2.1: SPECIAL CONDITIONS OF CONTRACT AND SPECIFICATIONS

2.1.1 GENERAL PROJECT SPECIFICATION

2.1.1.1 PROJECT DESCRIPTION

This project includes for the provision emergency generator sets.

2.1.1.2 WORK BY OTHERS

Construction of concrete plinths LV cabling to connect the new standby generator output to the LV electrical load network at the various sites.

2.1.1.3 TEST CERTIFICATES AND INSPECTIONS

The following tests are to be carried out:

- (a) At the supplier's premises, before the generating set will be delivered to site, Representatives of the Department may be present during the test to satisfy them that the generating set complies with the specification and delivers the specified output. The test must be carried out in accordance with BS 5514, Part 2 and 3. The Department must be timeously advised of the date for the test.
- (b) The Contractor shall provide all instruments and equipment required for testing and any water, power and fuel required for the commissioning and testing of the installation at completion.
- (c) The successful bidder must submit test reports of tests as specified to the Department.

2.1.1.4 GUARANTEE AND MAINTENANCE

The Contractor shall guarantee the complete plant for a period of twelve months after the first delivery has taken place.

If during this period the plant is not in working order, or not working satisfactorily owing to faulty material, design or workmanship, the Contractor will be notified and immediate steps shall be taken by him to rectify the defects and/or replace the affected parts on site at his own expense.

The Contractor shall maintain the plant in good working condition for the full twelfth month period to the final delivery of the installation. However, should the Contractor fail to hand over the plant in good working order on the expiry of the specified twelfth months, the Contractor shall be responsible for further monthly maintenance until final delivery is taken.

During this period the contractor will undertake to arrange that the plant be inspected at least once per month by a qualified member of his staff who shall: -

- (a) Report to the municipal official, keeping the maintenance records, and enter into a logbook the date of the visit, the tests carried out, the adjustments made, and any further details that may be required.
- (b) Grease and oil moving parts, where necessary.
- (c) Check the air filter and, when necessary, clean the filter and replace filter oil.

- (d) Check the lubricating oil and top-up when necessary.
- (e) After the plant has run one oil change for the number of hours stipulated by the manufacturers, drain the sump and refill with fresh lubricating oil. The reading of the hour meter on the switchboard will be taken to establish the number of hours run by the plant.

Under this heading only the cost of the actual oil used, shall be charged as an extra on the monthly account.

- (f) Clean the lubricating oil filter and/or replace the filter element at intervals recommended by the engine manufacturer, the cost of a new filter element to be charged as an extra on the monthly account.
- (g) Check and when necessary adjust the valve settings and the fuel injection equipment.
- (h) Check the battery and top-up the electrolyte when necessary.
- (i) Test-run the plant for 0,5 hour and check the automatic starting with simulated faults on the mains, the proper working of all parts, including the electrical gear the protective devices with fault indicators, the changeover equipment and the battery charger. Make the necessary adjustments.
- (j) Report to the Department and to the Contractor on any parts that become unserviceable through fair wear and tear, or damaged by causes beyond the control of the Contractor.

The Contractor on receiving the report, shall immediately submit a detailed quotation for the repair or replacement of such parts to the Department.

- (k) Advise the Department when it has become necessary to de-carbonise the engine and submit a quotation for this service.
- (l) Top up the water of the radiator, if applicable.
- (m) Clean the plant and its components.

2.1.1.5 MATERIALS AND WORKMANSHIP

- (a) The work throughout shall be executed to the highest standards and to the entire satisfaction of the Representative/Agent who shall interpret the meaning of the Contract Document and shall have the authority to reject any work and materials, which, in his judgement, are not in full accordance therewith. All condemned material and workmanship shall be replaced or rectified as directed and approved by the Engineer.
- (b) All control equipment and serviceable items shall be installed and positioned such that they will be accessible and maintainable.

2.1.1.6 BROCHURES

Detailed brochures of all equipment offered must be submitted with the tender document. Failure to adhere to this section may be seen as submitting a non-responsive bid.

2.1.1.7 SUBMITTALS

The following information must accompany the tender documents

- (a) Full particulars, performance curves and illustrations of the equipment offered, must be submitted with the Tender.
- (b) The design of the control system to comply with the requirements for automatic starting, stopping, interlocking and isolation as specified.
- (c) 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.

Failure to adhere to this section may be seen as submitting a non-responsive bid.

2.1.1.8 IMPORTED CONTENT

This equipment will not be subject to fluctuations in the rate of exchange.

2.1.1.9 PROJECT TECHNICAL SPECIFICATION

2.1.1.10 GENERAL

This part of the specification deals with the main items of material and equipment which it will be the Contractor's responsibility to supply and install in accordance with this document and the drawings.

Sufficient information is provided in this document and on the drawings to enable the tenderer to accurately price the work. Tenderers must allow for all items, whether specified in detail or not, required to complete the installation in a neat and workmanlike manner.

2.1.1.11 DETAILED SPECIFICATION OF EQUIPMENT AND MATERIALS

The detailed specification of some of the equipment required is given in tabled form hereafter. It must be noted that Schedule "A" of each table gives information affecting and laying down the requirements for the equipment, whilst Schedule "B" is to be completed by the Tenderer in order to provide technical and other particulars of equipment offered and for acknowledgement of certain requirements.

Failure to submit the information in Schedule B, may be seen as submitting a non-responsive tender.

The detailed specification shall be read in conjunction with the Standard Specifications in 2.1.20 hereof.

2.1.1.12 STANDBY GENERATOR SETS

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
1.	<u>Site Conditions</u>	All equipment shall be suitably rated to develop their assigned rating and duty at these conditions.	

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
	All equipment will be used in the Mossel Bay municipal area	Height above sea level not exceeding $\pm 200\text{m}$ Max temperature 40°C Min temperature 0°C Max relative humidity 90% Ambient atmosphere Coastal climate with severely corrosive conditions.	
2.	<u>Output And Voltage</u>	After the de-rating factors for the engine and generator due to site conditions have been taken into account, the set must have a site output and voltage as follows:	
2.1	No load voltage Rating	400 / 230 Volt a) 640 kVA Prime power (520kWe) b) 500 kVA Prime power (400kWe) c) 400 kVA Prime power (320kWe) d) 350 kVA Prime power (280kWe) e) 250 kVA Prime power (200kWe) f) 150 kVA Prime power (120kWe) g) 100 kVA Prime power (80kWe) h) 60 kVA Prime power (48kWe) i) 45 kVA Prime power (36kWe)	..... ..... ..... ..... ..... ..... ..... ..... ..... .....
	At load power factor of Frequency	j) 30 kVA Prime power (24kWe) k) 20 kVA Prime power (16kWe) 0.8 50Hz	..... ..... ..... .....
3.	<u>Switchboard / Control Panel Unit</u>		
3.1	Fault current level	10 kA.	.....
3.2	Mounting / Type	Set Mounted	.....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
3.3.1	Type of paint/coating offered a) method of applying b) method of finishing	a) Powder coated epoxy b) Textured finish	a) b)
3.3.2	Colour of external surfaces	Orange	.....
3.3.3	Colour of internal surfaces	White chassis plate	.....
3.4	Controller		
3.4.1	Type	Controller manufacturer name	
3.4.2	Communication	To be equipped with Modbus / Ethernet communication capability for use with SCADA / telemetry systems	
3.5	Automatic transfer Switch	Motorised type	
3.6	Standard	SANS 10142-1:2009 and BS 5486	.....
3.7	Standard Technical Specification	The switchboards shall further comply with the relevant clauses of Part 2.1.20 hereof.	.....
4.	<u>Engine</u>		
4.1	Drainage	A sump drainpipe must be fitted with a shut-off valve placed in a convenient position outside the base frame to facilitate drainage.	.....
4.2	Oil types	Recommended oil types must be indicated on the engine, or base frames, by means of suitable labels.	.....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
4.3	Engine instruments	All engine instruments shall have clear markings on the faceplates, indicating the normal operating zone(s), maximum and minimum allowable values / limits and danger zone(s).	.....
4.4	Flywheel	The flywheel shall be covered by approved hoods.	.....
4.5	Engine speed	1500 r.p.m.	.....
4.6	Aspiration	Normal or turbo-charged Supply proof that turbo-charged engines can supply the full load within 15 seconds.	.....
4.7	Starter	Electrical	.....
4.8	Battery: a) Type b) Capacity	Batteries to be fully charged and filled with the necessary electrolyte. a) Lead acid, heavy duty, low maintenance b) Minimum 120Ah	..... .....
4.9	Cooling	Water or air cooled	.....
4.10	Standard Technical Specification	The engines shall further comply with the relevant clauses of Part 2.1.20 hereof.	
5.	<u>Fuel Tank</u>		
5.1	Type:	The pricing schedule will provide for the following options: a) Set Type: Mounted on own bracket (not welded into the base).	..... .....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
		b) Fuel tank on mounting frame supplied separate from the genset and to be installed in a secure plantroom, with fuel piping to the genset (piping by others).	
5.2	Capacity: a) 640 kVA Prime power (520kWe) b) 500 kVA Prime power (400kWe) c) 400 kVA Prime power (320kWe) d) 350 kVA Prime power (280kWe) e) 250 kVA Prime power (200kWe) f) 150 kVA Prime power (120kWe)	a) 12 hours at full load. b) 12 hours at full load. c) 12 hours at full load. d) 12 hours at full load. e) 12 hours at full load. f) 12 hours at full load.	litres litres litres litres litres litres
	g) 100 kVA Prime power (80kWe) h) 60 kVA Prime power (48kWe) i) 45 kVA Prime power (36kWe) j) 30 kVA Prime power (24kWe) k) 20 kVA Prime power (16kWe)	g) 12 hours at full load. h) 12 hours at full load. i) 12 hours at full load. j) 12 hours at full load. k) 12 hours at full load.	 litres litres litres litres litres
5.3	Material of construction:	Mild steel, painted black.	.....
5.4	Standard Technical Specification	The fuel tank shall further comply with the relevant clauses of Part 2.1.20 hereof.	
6.	<u>Alternator</u>		
6.1	Type	Low harmonic type.	.....
6.2	Coupling	High quality flexible coupling, equal and similar to the "HOLSET" type.	.....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
6.3	Standard Technical Specification	The alternator shall further comply with the relevant clauses of Part 2.1.20 hereof.	
7.	<u>Alarms</u>	One alarm hooter and red light shall be supplied and installed on the outside of the generator canopy.	
7.1	Hooter:	Electronic unit similar and equal to a "Klaxon" - type SY2 / 725 hooter. Continuously rated output. 110 dB at a distance of 2 metres.	..... ..... .....
		IP55 weatherproof rated.	.....
7.2	Warning light:	LED-type flashing red light.	.....
7.3	Standard Technical Specification	The alarms and indications shall further comply with the relevant clauses of Part 2.1.20 hereof.	
8.	<u>Weatherproof Canopy</u>		
8.1	Material of Construction	3CR12 or 304 grade stainless steel, minimum 3mm thickness	
8.2	Sound Attenuation	65dB(A) @ 7m	.....
8.3	Finish	Colour: Avocado Green. Powder coating or baked enamel method to be used.	..... .....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
8.4	Locking mechanism	a) Robust Barker Nelson 25 series (or similar) 3-point locking mechanism of stainless steel construction, with padlock facilities (shackle diameter 10 mm). b) The vertical rods of the three point locking mechanism shall be supported in two positions other than the central mechanism so as to limit the opportunity for flexing of the rods under mechanical duress. These supports shall be positioned at the outer end of the rod and approximately 100 mm back from the end of the rod.	.....
		c) Able to withstand a force of 250N when any part of the door is subjected to a pull of such force. d) Padlock protection facility is required.	..... ..... .....
8.5	Accessibility	a) All compartments to have hinged front access doors with stainless steel or 3CR12 restraining devices to prevent whipping. b) All compartment doors shall be recessed such that they are flush with the sides of the enclosure, to prevent vandalism.	..... .....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
8.6	All bolts, nuts, washers, hinges, latches, door handles, etc.	Stainless Steel	.....
8.7	Canopy roof water proofing	a) Roof to be sloped with appropriate angle as not to allow the accumulation of water at the exhaust flanges b) Exhaust silencer flanges to be sealed with appropriate watertight gaskets between the roof and exhaust.	
9.	DOCUMENTATION TO BE SUPPLIED WITH THE TENDER		
9.1	Drawings	General arrangement drawings	
9.2	Test reports, brochures & certificates	a. Generator test report Detailed brochures of equipment offered shall all be presented together with the tender documents.	..... .....
10.	SUPPLY AND DELIVERY		
10.1	Details: Manufacturer a) 640 kVA Prime power (520kWe) b) 500 kVA Prime power (400kWe) c) 400 kVA Prime power (320kWe) d) 350 kVA Prime power (280kWe) e) 250 kVA Prime power (200kWe) f) 150 kVA Prime power (120kWe) g) 100 kVA Prime power (80kWe) h) 60 kVA Prime power (48kWe) i) 45 kVA Prime power (36kWe)	Manufacturer Name & Local Agent	a)..... b).....

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
	j) 30 kVA Prime power (24kWe) k) 20 kVA Prime power (16kWe)		
10.2	Delivery Time	To Stores, from date of order placement: a) 640 kVA Prime power (520kWe) b) 500 kVA Prime power (400kWe) c) 400 kVA Prime power (320kWe) d) 350 kVA Prime power (280kWe) e) 250 kVA Prime power (200kWe) f) 150 kVA Prime power (120kWe) g) 100 kVA Prime power (80kWe) h) 60 kVA Prime power (48kWe) i) 45 kVA Prime power (36kWe) j) 30 kVA Prime power (24kWe) k) 20 kVA Prime power (16kWe)	weeks weeks weeks weeks weeks weeks weeks weeks weeks weeks weeks
10.3	Mass and dimensions of equipment (for rigging purposes)	a) 640 kVA Prime power (520kWe)	Mass .....kg Width .....m Length .....m Height .....m
		b) 500 kVA Prime power (400kWe)	Mass .....kg

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
			Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m Mass .....kg Width .....m Length .....m Height .....m
		c) 400 kVA Prime power (320kWe)	
		d) 350 kVA Prime power (280kWe)	
		e) 250 kVA Prime power (200kWe)	
		f) 150 kVA Prime power (120kWe)	
		g) 100 kVA Prime power (80kWe)	
		h) 60 kVA Prime power (48kWe)	Height .....m

ITEM	DESCRIPTION	SCHEDULE "A"	SCHEDULE "B"
		i) 45 kVA Prime power (36kWe)	Mass .....kg Width .....m Length .....m Height .....m
		j) 30 kVA Prime power (24kWe)	Mass .....kg Width .....m Length .....m Height .....m
		k) 20 kVA Prime power (16kWe)	Mass .....kg Width .....m Length .....m Height .....m

2.1.1.13 STANDARD PRELIMINARY AND GENERAL INFORMATION

2.1.1.14 SPARE PARTS

Tenderers shall state in the Schedule 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.

2.1.1.15 PACKING AND DELIVERY

Plant shall be carefully packed and protected to avoid mechanical or other damage during transport and offloading. 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 unless stated to the contrary in Part 2.1.1 hereof.

2.1.16 DRAWINGS, CERTIFICATES AND OPERATING INSTRUCTIONS

2.1.16.1 Tenderers shall submit with their tender, outline drawings and pamphlets showing principal dimensions of the plant offered.

2.1.16.2 The Contractor shall within one month of the Contract being let, submit duplicate copies of his detailed drawings to the Engineer for approval. A further two copies of the finally approved drawings shall subsequently be supplied to the Engineer. The following drawings shall be submitted, as appropriate:

- General arrangement details of all items of plant.
- Schematic and wiring diagrams of all switchboards and control systems.
- Rating plate details of all plant including inter alia- max: kW rating, speed, temperature limitations, no-load voltage, full load current, percentage impedance, etc.

2.1.16.3 The Contractor shall, within one month of the Contract being let, or earlier if so required, submit triplicate copies of type test certificates issued by an approved testing station in respect of all items of plant for which such certificates are required by the Engineer.

2.1.16.4 After completion of manufacture, all test certificates called for in Parts 2.1.1.11 and/or 2.1.20 hereof shall be provided in duplicate.

2.1.16.5 Prior to the issue of the Completion Certificate the following documents shall be provided, as appropriate, in duplicate, bound in a durable folder bearing the contract title and number:

Test certificates relating to tests done after completion of the installation as called for in Parts 2.1.1.11 and/or 2.1.20 hereof.

Catalogue extracts of all major items of plant with performance curves marked to show operating duties.
List of spare part numbers and local Agents for these parts.

2.1.17 STANDARDS AND CODES OF PRACTICE

- The installation shall comply with the following and all amendments thereto, as appropriate:-
- SANS 10142 Code of Practice for the Wiring of Premises, as appropriate (referred to herein as the Wiring Regulations).
- The Occupational Health and Safety Act (Act 85, 1993) and Regulations.
- The Local Authorities: Standard Electricity Supply By-Law and appropriate Additional By-Law or Regulations.
- Any further Specification, Regulation or Code of Practice stated elsewhere in this Specification.
- All items of plant supplied and/or installed, whether expressly specified herein or not, shall conform in respect of quality, manufacture, tests and performance with the requirements of the appropriate South African Bureau of Standards Specifications and addenda thereto.

2.1.18 OPERATING, MAINTENANCE AND SERVICING PROCEDURES

The Contractor shall instruct the Employer's appointed Representative in routine operating, maintenance and servicing procedures of all items of plant supplied under this Contract and shall ensure that he fully understands the documents provided in terms of Clause 2.1.13 hereof.

2.1.19 MAINTENANCE

During the Defects Liability Period, the Contractor shall, if required by 2.1.1 hereof, carry out full maintenance operations specifically recommended by the Suppliers of any item of plant used in the Works to maintain it in full and correct operation. Such maintenance shall include all attention necessary to comply with the Suppliers' recommendations and shall include the provision of all necessary consumable items. The Contractor will also be required to make any adjustments necessary during this period to ensure the satisfactory operation of the plant.

On completion of each such maintenance visit the Contractor shall submit to the Engineer a schedule detailing the work done, which schedule shall have been countersigned by the Employer's representative, whereupon a certificate will be issued for monies due, in respect of the particular maintenance service, as included in the original Tender Price.

Allowance for all costs in relation to the above must be made in the Tender Price. It shall be noted that the Employer reserves the right to omit partly or wholly the prices submitted for the maintenance of the Works, should the installation not be adequately maintained within the stipulated maintenance period. Mutually agreeable conditions will be negotiated by the Employer with the Contractor should the Works not be put into operation immediately on issue of the Completion Certificate.

2.1.20 STANDARD TECHNICAL SPECIFICATION

A. SPECIFICATION FOR THE SUPPLY DELIVERY AND INSTALLATION OF AN EMERGENCY GENERATOR SET: EQUIPMENT REQUIREMENTS

1. ENGINE

1.1 General

The engine must comply with the requirements as laid down in BS 5514 and must be of the atomised injection, compression ignition type, running at a speed not exceeding 1500 r.p.m. The engine must be amply rated for the required electrical output of the set, when running under the site conditions. The starting period for either manual or automatic switching-on until the taking over by the generating set, in one step, of a load equal to the specified site electrical output, shall not exceed 15 seconds. This must be guaranteed by the Tenderer.

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.

1.2 Rating

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 in accordance with BS 5514.

1.3 De-Rating

The engine must be de-rated for the site conditions as set out in the Technical Specification, Section 3 of this document. The de-rating of the engine for site conditions shall be strictly in accordance with BS 5514 of 1977 as amended to date. Any other methods of de-rating must have the approval of the Department and must be motivated in detail. Such de-rating must be guaranteed in writing and proved by the successful Tenderer at the site test.

1.4 Starting and Stopping

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.

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 electrical 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.

1.5 Starter Battery

The set must be supplied a fully charged lead-acid type battery, complete with necessary electrolyte. 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. The battery must be of the heavy duty "low maintenance" type, housed in a suitable battery box.

1.6 Cooling

The engine may be either of the air or water cooled type. In the case of water-cooling, a built-on heavy duty, tropical type pressurised radiator must be fitted. Only stand-by sets that are water cooled shall have electric heaters.

For either method of cooling, protection must be provided against running at excessive temperatures. The operation of this protective device must 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 coolant. The protection shall operate in the same way as the other cutouts (e.g. low oil pressure). All air ducts for the cooling of the engine are to be allowed for. The air shall be supplied from the cooling fan cowling / radiator face to air outlet louvers in the plant room wall.

1.7 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 switchboard.

1.8 Fuel Pump

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

1.9 Fuel Tank

A fuel tank shall be installed in the plant room. The tank shall have sufficient capacity for standby sets to run the engine on full load for a period of 12 hours. The fuel tank shall be a free standing type.

A water trap is fitted in the fuel pipeline from the tank to the engine.

The tank shall be fitted with a suitable filter, a full height gauge glass, "low fuel level" alarm, giving an audible and visible signal on the switchboard as well as a low-low fuel level cut-out.

An electrically operated pump with sufficient length of oil resistant hose to reach 2m beyond the door shall be supplied, for each set for filling the fuel tank / s from 200 litre drums.

The interconnection fuel piping shall consist of copper tubes and the connection to vibrating components shall be in flexible tubing with armoured covering.

1.10 Governor

The speed of the engine shall be controlled by a governor in accordance with class A2 of BS 5514 of 1977 if not otherwise specified in the Technical Specification.

The permanent speed variation between no load and full load shall not exceed 4,5% of the normal engine speed and the temporary speed variation shall not exceed 10% External facilities must be provided on the engine, to adjust the normal speed setting by $\pm 5\%$ at all loads zero and rated load.

1.11 Flywheel

A suitable flywheel must be fitted, so that lights fed from the set will be free from any visible flicker. The cyclic irregularity of the set must be within the limit laid down in BS 5514 of 1977.

1.12 Exhaust Silencer

It is essential to keep the noise level as low as possible. An effective exhaust silencing system of the residential type must be provided.

The exhaust pipe shall be installed in such a way that the expelled exhaust fumes will not cause discomfort to the public. The exhaust pipe must be flexibly connected to the engine to take up vibrations transmitted from the engine, which may cause breakage. The exhaust piping and silencer shall be lagged to reduce the heat and noise transmission into the plant room and shall be protected against the ingress of driving rain at 45° to the horizontal. The exhaust pipe must extend 0,5m above the roof gutters. It must be secured by flanges both sides of the wall at the point of exit. These flanges must be clamped to the wall with bolts through the wall.

1.13 Accessories

The engine must be supplied complete with all accessories, air and oil filters, 3 instruction manuals, spare parts lists, the first fill of all lubricating oils, fuel, etc.

2. ALTERNATOR

2.1 General

The alternator shall be of the self-excited brush less type, with enclosed ventilated drip proof housing and must be capable of supplying the specified output continuously with a temperature rise not exceeding the limits laid down in BS 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 must be fully impregnated for tropical climate and must have an oil resisting finishing varnish.

2.2 Regulation

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

2.3 Performance

The excitation system shall be designed to promote rapid voltage recovery following the sudden application of the 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%.

2.4 Coupling

The engine and alternator must be directly coupled by means of a high quality flexible coupling, equal and similar to the "HOLSET" type.

3. SWITCHBOARD

3.1 General

A switchboard must be supplied and installed to incorporate the equipment for the control and protection of the generating set and battery charging.

The switchboard must conform the specification as set out in the following paragraphs.

3.2 Construction

The switchboard shall be a totally enclosed, floor mounted unit, fabricated from steel panels, carried on and-substantial angle iron framework.

The board shall be flush fronted and all equipment to be mounted behind the front plate, on suitable supports.

All equipment, connections and terminals shall be easily accessible from the front. The front panels may be either hinged or removable and fixed with studs and chromium-plated cap nuts. Self tapping screws shall be used in the construction of the board.

All pushbuttons, pilot lights, control switches, instrument and control fuses, shall be mounted on hinged panels with the control wires in flexible looms.

The steelwork of the boards must be thoroughly de-rusted, primed with zinc chromate and finished with two coats of signal red quality enamel, or a baked powder epoxy coating.

Suitably rated terminals must be provided for all main circuits and the control and protection circuits. Where cable lugs are used, these shall be crimped onto the cable strands. Screw terminals shall be of the type to prevent 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 numbering of these markers must be shown on the wiring diagram on the switchboard. Control wiring shall be run in PVC trunking. The trunking shall be properly fixed to the switchboard steelwork. Adhesives shall not be acceptable for the fixing of trunking or looms.

The automatic control and protection equipment shall be mounted on a separate easily replaceable small panel with printed circuits. The equipment shall mainly be the "solid state" type. After mounting the equipment on the panel, the rear of this panel shall be sealed with epoxy-resin. However, other proven control systems may also be considered, but must be described in detail.

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

3.3 Protection and Alarm Devices

All switchboards shall be equipped with protection and alarm devices as described below.

A circuit breaker and an adjustable current limiting protection relay must be installed for protection of the alternator. The protection relay shall be of the type with inverse time characteristics. The relay shall cause contactor to isolate the alternator and stop the engine.

Protection must be provided for overload, high engine temperature, low lubricating oil pressure, over speed, start-failure, and low water level.

Individual relays with reset pushed are required, to give a visible signal and stop the engine when any of the protective devices operate. In the case of manual operation of standby sets, it shall not be possible to restart the engine.

The indicators and re-set pushes must be marked in English as follows:

"OVERLOAD"

"TEMPERATURE HIGH"

"OIL PRESSURE LOW"

"OVER-SPEED"

"START FAILURE"

"LOW WATER LEVEL"

In addition two relays with reset pushes must be fitted giving an audible and visible signal when:

(a) The fuel level in the service tank is low. The reset push of this relay must be marked "FUEL LOW". In addition, a low-low level sensor must be provided. At this level the engine must stop to prevent air entering the fuel system.

(a) The battery charger failed. The reset push of this relay must be marked "CHARGER FAIL".

This is also applicable to the engine driven generator / alternator.

All relays must operate an alarm hooter. A pushbutton must be installed in the hooter circuit to stop the audible signal, but the fault indicating light on the control panel must remain lit until the fault has been rectified.

An on / off switch is not acceptable. After the hooter has been stopped, it must be re-set automatically, ready for a further alarm.

The hooter must be of the continuous duty and low consumption type. Both hooter and protection circuits must operate from the battery.

Provision shall be made on all the alarms mentioned above to be remotely monitored. Normally open contacts shall be supplied for each alarm for this purpose. The contacts shall close under an alarm condition.

A test pushbutton must be provided to test all indicators lamps.

3.4 Manual Starting

Each switchboard shall be equipped with two pushbuttons marked "START" and "STOP" for manual starting and stopping of the set.

3.5 Battery Charging Equipment

Each switchboard shall be equipped with battery charging equipment.

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 also be provided for charging the battery while the set is operational. Failure of this alternator must also activate the battery charger failure circuit.

3.6 Switchboard Instruments

Each generating set shall have a switchboard equipped as follows:

- (a) One flush square dial voltmeter, reading the alternator voltage, scaled as follows:
 - (i) 0-300V for single phase generators.
 - (ii) 0-500V for three phase generator. In this case a six position and off selector switch must be installed for reading all phase and phase to neutral voltages.
- (b) A flush square dial combination maximum demand and instantaneous ampere meter for each phase, with resettable pointer suitably scaled 20% higher than the alternator rating. A red arc stripe above scale markings from 0-20A and a red radial line through the scale at full-load current shall be provided. These instruments shall be supplied complete with the necessary current transformer.
- (c) One flush square dial vibrating type frequency meter, indicating the alternator frequency.
- (d) A six digit running hour meter with digital counter, reading the number of hours the plant has been operating. The smallest figure on this meter must read $\frac{1}{10}$ hour.
- (e) Fuses or m.c.b.'s for the potential voltage circuits of the meters.
- (f) One flush square dial ampere meter suitably scaled for the battery charging current.
- (g) One flush square dial voltmeter with a spring loaded pushbutton or switch for the battery voltage.

3.7 Marking

All labels, markings or instructions on the switchgear shall be in both official languages.

3.8 Earthing

An earth bar must be fitted in the switchboard, to which all non-current carrying metal parts shall be bonded.

The neutral point of the alternator must be solidly connected this bar by means of a removable link labelled "EARTH". Suitable terminals must be provided on the earth bar for connection of up to three earth conductors, which will be supplied and installed by others.

3.9 Operation Selector Switch

A four position selector switch must be provided on the switchboard marked "AUTO", "MANUAL", "TEST" and "OFF".

With the selector on “AUTO”, the set shall automatically start and stop, according to the mains supply being available or not.

With the selector on “TEST”, it shall only be possible to start and stop the set with the pushbuttons, but the running set shall not be switched to the load.

With the selector on “MANUAL”, the set must take the load when started with the pushbutton, but it must not be possible to switch the set on to the mains, or the mains onto the running set.

With the selector on “OFF”, the set shall be completely disconnected from the automatic controls, for cleaning and maintenance of the engine.

3.10 Automatic Change-over System

A fully automatic change-over system must be provided to isolate the mains supply and connect the standby set to the outgoing feeder in case of a mains failure and reverse this procedure on return of the mains.

3.11 By-pass Switch and Main Isolator

The switchboard shall be equipped with an on-load isolator to isolate the mains and a 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. In the latter position the automatic control gear, including the main contractors, shall be isolated for maintenance purposes. It shall not be possible to start the engine except with the selector switch in the “TEST” position. 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 portion of the switchboard cubicle, and that the switches operated from the front of the compartment.

3.12 Start Delay

Starting shall be automatic in event of a mains failure. A 0-15 second adjustable start delay timer shall be provided to prevent start-up on power trips or very short interruptions.

3.13 Stop Delay

A stop delay with timer is required for the set, to keep the set on load for an adjustable period of one to sixty seconds after the return of the mains supply, before changing back to the supply. An additional timer shall keep the set running for a further adjustable cooling period of 5 to 10 minutes at no-load before stopping.

3.14 Installation

Except for the supply of the incoming mains cable and outgoing feeder cables, the tenderer must include for the complete installation and wiring of the plant in running order, including the connection of the incoming cable and outgoing feeder cables.

The connecting of the cable and control cabling to the generator and the control terminals in the LV board remains the responsibility of the tenderer.

3.15 Warning Notices

Notices must be installed in the plant rooms.

The contents of these notices are summarised below.

- (a) Unauthorised entry prohibited.
- (b) Unauthorised handling of equipment prohibited.
- (c) Procedure in case of electric shock.

(d) Procedure in case of fire.

The successful tenderer must consult the Occupational Health and Safety Act 83 of 1993 and get approval of the wording from the Department's representative, prior to ordering the notices.

Lettering must be black on a yellow background.

Notices (a) must be installed outside next to the entrance of the plant room and (b-d) inside the plant room. In the plant room, a clearly legible and indelible warning notice must be mounted in a conspicuous position. The notice shall be made of a non-corrodible and non-deteriorating material, preferable plastic, and must read as follows:

DANGER: This engine will start without notice. Turn selector switch on control board to "OFF" before working on the plant.

3.16 Construction

The engine and alternator of the set shall be built together on a common frame, which must be mounted on a skid base on anti-vibration mountings. The set must be placed direct on the concrete of the generator room. A drip tray must be fitted under the engine. The tray must be large enough to catch a drip from any part of the engine.

The frame must be of the 'DUPLEX' type.

3.17 Operation

The set is required to supply the lighting and power requirements in the case of a mains power failure. The set shall be fully automatic i.e. it shall start when any one phase of the main supply fails or get switched and shall shut down when the normal supply is re-established. In addition it shall be possible to manually start and stop the set by means of pushbuttons on the switchboard.

The automatic control shall make provision for three consecutive starting attempts. 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.

To prevent the alternator being electrically connected to the mains supply when the mains supply is on and vice versa, a safe and fail proof system of suitably interlocked contactors shall be supplied and fitted to the changeover switchboard.

SECTION 2.2: PRICING SCHEDULE

Pricing Instructions mean the criteria as set out below, read together with all Parts of this contract document, which it will be assumed in the contract that the tenderer has taken into account when developing his prices.

- 2.2.1 The short descriptions and category number given in the pricing schedule below are brief descriptions used to identify the activities for which prices are required.
- 2.2.2 While it is entirely at the tenderer's discretion as regards to the pricing schedule below, guideline tariffs of fees or indicative time-based fee rates are gazetted annually, which are useful documents that will give tenderers some idea of industry norms against which they may compare their rates, sums, percentage fees and/or prices as applicable.
- 2.2.3 For the purpose of the pricing schedule, the following words shall have the meanings hereby assigned to them:
- | | |
|-----------|--|
| Unit: | The unit of measurement for each item of work. |
| Quantity: | The number of units of work for each item. |
| Rate: | The agreed payment per unit of measurement. |
| Amount: | The product of the quantity and the agreed rate for an item. |
- 2.2.4 A rate, sum, percentage fee and/or price as applicable, is to be entered against each item in the pricing schedule. An item against which no price is entered will be considered as a no offer and the bidder will not be evaluated.
- 2.2.5 The rates, sums, percentage fees and prices in the pricing schedule are to be fully inclusive prices as described under the several items. Such prices and rates are to cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit.
- 2.2.6 Where quantities are given in the pricing schedule, these are provisional and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the pricing schedule. In respect of time-based services, the allocation of staff must be agreed with the employer before such services are rendered.
- 2.2.7 All rates, sum, percentage fees or prices (as applicable) tendered in the pricing schedule shall be final and binding and shall not be subject to any variation throughout the period of the contract.
- 2.2.8 Prices should be inclusive of VAT and all other costs, including delivery costs.
- 2.2.9 **The bid will be evaluated on the total amount per item, in other words the rate multiplied by the estimated quantities.**
- 2.2.10 Only firm pricing will be accepted, non-firm prices (including prices subject to rates of exchange variations) will not be considered.

2.2.11 Bidders are required to comply with the prescribed pricing schedule below. No pricing schedules other than the pricing schedule as stated will be accepted and **failure to adhere to this section will be seen as submitting a non-responsive bid.**

2.2.12 Alternative bidders may be appointed, depending on the responsiveness of the bids received.

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
1.	640 kVA (520kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
2.	640 kVA (520kWe) generator set with: - Residential type exhaust silencing system - Control panel - Set mounted change-over panel - Weatherproof canopy type enclosure - External fuel tank on own mounting frame - Twelve months (12) service as per specification.	each		
3.	500 kVA (400kWe) generator set with: - Residential type exhaust silencing system - Control panel - Set mounted change-over panel - Weatherproof canopy type enclosure - Set mounted fuel tank on own bracket - Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
4.	500 kVA (400kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • External fuel tank on own mounting frame • Twelve months (12) service as per specification.	each		
5.	400 kVA (320kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
6.	400 kVA (320kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • External fuel tank on own mounting frame • Twelve months (12) service as per specification.	each		
7.	350 kVA (280kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
8.	350 kVA (280kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • External fuel tank on own mounting frame Twelve months (12) service as per specification.	each		
9.	250 kVA (200kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
10.	150 kVA (120kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		
11.	100 kVA (80kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
12.	60 kVA (48kWe) generator set with: - Residential type exhaust silencing system - Control panel - Set mounted hange-over panel - Weatherproof canopy type enclosure - Set mounted fuel tank on own bracket - Twelve months (12) service as per specification.	each		
13.	45 kVA (36kWe) generator set with: - Residential type exhaust silencing system - Control panel - Set mounted change-over panel - Weatherproof canopy type enclosure - Set mounted fuel tank on own bracket - Twelve months (12) service as per specification.	each		

ITEM NR.	DESCRIPTION	UNIT OF MEASURE	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 1 period ending 30 June 2025	RATE (INCLUSIVE OF VAT, SUPPLY AND DELIVERY) YEAR 2 1 July 2025 to 30 June 2026
14.	30 kVA (24kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		
15.	20 kVA (16kWe) generator set with: • Residential type exhaust silencing system • Control panel • Set mounted change-over panel • Weatherproof canopy type enclosure • Set mounted fuel tank on own bracket • Twelve months (12) service as per specification.	each		

ESTIMATED QUANTITIES THAT WILL BE USED FOR EVALUATION PURPOSES IS AS FOLLOWS:

Item nr.	Description	Estimated quantities per annum
1	640 kVA (520kWe) generator set	2
2	640 kVA (520kWe) generator set	1
3	500 kVA (400kWe) generator set	1
4	500 kVA (400kWe) generator set	1
5	400 kVA (320kWe) generator set	1
6	400 kVA (320kWe) generator set	1
7	350 kVA (280kWe) generator set	1
8	350 kVA (280kWe) generator set	1
9	250 kVA (200kWe) generator set	1
10	150 kVA (120kWe) generator set	1
11	100 kVA (80kWe) generator set	1
12	60 kVA (48kWe) generator set	1
13	45 kVA (36kWe) generator set	1
14	30 kVA (24kWe) generator set	1
15	20 kVA (16kWe) generator set	1

NB: THE ESTIMATE QUANTITIES IS ONLY FOR EVALUATION PURPOSES AND WILL BE USE DURING THE EVALUATION PROCESS. NOT TO BE USED IN THE PRICING SCHEDULE.

SECTION 3.1: MBD1: BID REQUIREMENTS FOR MOSSEL BAY MUNICIPALITY**PART A – INVITATION TO BID**

INVITATION TO BID FOR REQUIREMENTS OF THE MOSSEL BAY MUNICIPALITY					
BID NUMBER	TDR61/2024/2025	CLOSING DATE	1 NOVEMBER 2024	CLOSING TIME	12h00
DESCRIPTION	SUPPLY AND DELIVERY OF STANDBY GENERATOR SETS FOR MOSSEL BAY MUNICIPALITY				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7)					

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **POSTED** TO REACH THE TENDER BOX BY CLOSING DATE TO:

The Tender Box
Mossel Bay Municipality
P O Box 25
MOSSEL BAY
6500

OR

ORIGINAL COMPLETED BID DOCUMENTS MAY BE **DEPOSITED** IN THE TENDER BOX BY CLOSING DATE AT:

The Entrance of the Mossel Bay Municipality's Town Hall
101 Marsh Street
MOSSEL BAY

SUPPLIER INFORMATION	
NAME OF BIDDER	
POSTAL ADDRESS AND CODE	
STREET ADDRESS	
TELEPHONE NUMBER	
ALTERNATIVE NUMBER	
E-MAIL ADDRESS	
VAT REGISTRATION NUMBER	

TAX COMPLIANCE STATUS PIN			
CIDB REGISTRATION NUMBER (if applicable)			
A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EME'S & QSE'S) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE)			
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	YES	NO	
B-BBEE STATUS LEVEL SWORN AFFIDAVIT	YES	NO	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (If YES, enclose proof)	
ARE YOU'RE A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES/WORK OFFERED?		YES/NO (If YES, answer Part B)	
TOTAL NUMBER OF ITEMS OFFERED		Various	
TOTAL BID PRICE		See page 40-49	
SIGNATURE OF BIDDER			
DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
DEPARTMENT	SCM	DEPARTMENT	Infrastructure Services
CONTACT PERSON	Nicole Saunders	CONTACT PERSON	Mr. Jaco du Plessis
TELEPHONE NUMBER	(044) 606-5194	TELEPHONE NUMBER	(044) 606-5000
E-MAIL ADDRESS	nsaunders@mosselbay.gov.za	E-MAIL ADDRESS	jduplessis@mosselbay.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, THE PREFERENTIAL PROCUREMENT REGULATIONS AND ANY APPROPRIATE MUNICIPAL POLICY. 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.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

SECTION 4.1: MBD4: 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 favoritism, 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.**
4. **Bidders are required to declare any change in directorship or membership during the term of this tender should it have had an influence on the award of the bid.**

4.1	Full Name of Bidder OR his OR her representative	
4.2	Identity Number	
4.3	Position occupied in the Company (director, trustee, shareholder ²)	
4.4	Company Registration Number	
4.5	Tax Reference Number	
4.6	VAT Registration Number	
4.7 The names of all directors/trustees/shareholder's/member, their individual identity numbers and state employee numbers must be indicated in number 4, below.		
4.8 Are you presently in service of the state		YES/NO
4.8.1 If so, furnish particulars		
4.9 Have you been in the service of the state for the past twelve months?		YES/NO
4.9.1 If so, furnish particulars		
4.10 Do you have any relationship (family, friend, other) with persons in service of the state and who may be involved with the evaluation and or adjudication of this bid?		YES/NO
4.10.1 If so, furnish particulars		

4.11 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?	YES/NO
4.11.1 If so, furnish particulars	
4.12 Are any of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	YES/NO
4.12.1 If so, furnish particulars	
4.13 Are any spouse, child or parent of the company's directors, managers, principal shareholders, or stakeholders in service of the state?	YES/NO
4.13.1 If so, furnish particulars	
4.14 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
4.14.1 If so, 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.

5. Full details of directors/trustees/members/shareholders:

Full Name	Identity Number	State Employee Number	Income Tax Number

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.2: MBD5: DECLARATION FOR PROCUREMENT ABOVE R10 MILLION

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

4.2.1 Are you by law required to prepare annual financial statements for auditing?	YES/NO
4.2.1.1 If yes , submit audited annual financial statements for the past three years or since the date of establishment during the past three years.	
4.2.2 Do you have any outstanding undisputed commitments for municipal services towards a municipality or any service provider in respect of which payment is overdue for more than 30 days?	YES/NO
4.2.2.1 If no , this serves to certify that the bidder has no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.	
4.2.2.2 If yes , furnish particulars:	
4.2.3 Has any contract been awarded to you 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?	YES/NO
4.2.3.1 If yes , furnish particulars:	
4.2.4 Will any portion of goods or services to be sourced from outside the Republic and, if so, what portion and whether any portion of payment from the municipality is expected to be transferred out of the Republic?	YES/NO
4.2.3.1 If yes , furnish particulars:	

SECTION 4.3: MBD6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

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

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

1. GENERAL CONDITIONS

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

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

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

- (a) The 90/10 or 80/20 preference point system will be applicable in this tender. The lowest (goods and services) / highest (sales and leases) acceptable tender will be used to determine the accurate system once tenders are received.

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS	100	100

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = 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:

$$\begin{array}{ccc} \text{80/20} & \text{or} & \text{90/10} \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Mossel Bay Preferential Procurement Policy, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

4.3. 50% of the 20/10 points will be allocated to promote this goal and points will be allocated in terms of the B-BBEE scorecard as follows.

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	50% of Points for Preference
1	20	10
2	18	9
3	14	7
4	12	6
5	8	4
6	6	3
7	4	2
8	2	1
Non-compliant contributor	0	0

B-BBEE Status Level of Contributor	Number of Points for Preference (90/10)	50% of Points for Preference
1	10	5
2	9	4.50
3	6	3
4	5	2.50
5	4	2
6	3	1.50
7	2	1
8	1	0.50
Non-compliant contributor	0	0

- (a) A tenderer must submit proof of its B-BBEE status level contributor [scorecard].
- (b) A tenderer failing to submit proof of B-BBEE status level of contributor may only score in terms of the 80/90-point formula for price; and scores 0 points for B-BBEE status level of contributor.

4.3.1 B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1

B-BBEE Status Level of Contributor :

(Only indicate your B-BBEE Status Level of Contributor – the points will be calculated by the Municipality)

4.4. Points for specific goals to promote suppliers or service providers located in a province, district, or municipal area / (hereafter referred to as locality)

- (a) Each tender must specify in the invitation to tender that a maximum of 50% of the 20/10 points will be allocated to promote the specific goal of locality.
- (b) Only one of the points as set out below that best describes the enterprise's locality may be awarded if applicable.

No	Requirement	Points for enterprises within the Mossel Bay municipal area	Points for enterprises within the Garden Route District region	Points for enterprises within the Western Cape Province and other Provinces
1	Procurement under the 80/20 preference points system where the supplier or service provider is located in:	10	6	4

2	Procurement under the 90/10 preference points system where the supplier or service provider is located in:	5	3	2
---	--	---	---	---

- (c) Bidders must submit one of the following in order to receive points for the abovementioned criterion.
- (i) Municipal Account of bidder's address as indicated in bid document;
 - (ii) If the address as indicated in bid document is not in the name of the bidder, the latest lease agreement for this address or sworn affidavit from the registered owner of the property stating occupancy by the bidder is required.
 - (iii) The business address of the bidder as indicated in the MBD6.1 of the bid document as the business premises should be established/leased prior to the advertisement date.
 - (iv) Only fully operational business premises will be accepted. All vacant erven, storage units and postal addresses do not qualify as a business premises.

4.4.1 LOCALITY CLAIMED IN TERMS OF PARAGRAPHS 4.4

Locality (indicate as per table above) :

(The address provided in 4.5 below, will be used to determine the locality as per 4.4 above)

4.5. MUNICIPAL INFORMATION

Municipality where business is situated :

Registered Account Number :

Stand Number :

DECLARATION WITH REGARD TO COMPANY/FIRM

4.6. Name of company/firm.....

4.7. Company registration number:

4.8. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

4.9. 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 *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

WITNESSES

- 1.
- 2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS:
.....
.....

SECTION 4.4: MUNICIPAL RATES AND TAXES

Names of Directors/Partners/Senior Managers	Physical residential address of the Directors/Partners/Senior Managers	Residential Municipal Account number(s)	Name of Municipality

*Documentation as indicated in Section 1.2.8.2 must be submitted with the tender document.

DECLARATION

I, THE UNDERSIGNED (NAME and SURNAME)

CERTIFY THAT THE INFORMATION FURNISHED ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.5: AUTHORITY FOR SIGNATORY

We, the undersigned, hereby authorize Mr/Mrs.....
acting in his/her capacity as
of the business trading as
to sign all documentation in connection with

NAME OF MEMBERS/DIRECTORS	SIGNATURE	DATE

Note: If bidders attach a copy of their Authorised Signatory as per Section 1.2.9 of the tender document, it is not necessary to complete this form.

“If a bidder is a sole proprietor, it is not required to complete this form, provided that the tender document was completed and signed by the owner.”

SECTION 4.6: MBD8: 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. wilfully neglected, reneged on, or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the audi alteram partem 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 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 of law outside 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	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
4.5.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SECTION 4.7: MBD9: 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:

**TDR61/2024/2025: SUPPLY AND DELIVERY OF STANDBY GENERATOR SETS FOR MOSSEL BAY
MUNICIPALITY**

in response to the invitation for the bid made by:

MOSSEL BAY MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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 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.

SECTION 5: DECLARATION

1. I hereby declare that I have read, understood, agree and comply with all of the sections below, if included, that it shall be deemed to form and be construed as part of this agreement:

- (i) Bidding documents, viz
 - Invitation to bid;
 - Tax Compliance Status Pin;
 - 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;
 - Points claims in terms of specific goals for locality;
 - 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)

2. I confirm that I am duly authorised to sign this document.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

SECTION 6.1: MBD7.1: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE BIDDER)

BOTH THE SERVICE PROVIDER/SUPPLIER (PART 1) AND THE PURCHASER/LESSEE (PART 2) MUST FILL THIS FORM IN DUPLICATE. BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER/SUPPLIER AND THE PURCHASER/LESSEE WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

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 Compliance Status Pin;
 - 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;
 - Points claims in terms of specific goals for locality;
 - 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)

2. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.

3. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

SECTION 6.2: MBD7.2: CONTRACT FORM: PART 1 (TO BE COMPLETED BY THE PURCHASER)

1. I.....in my capacity as **Director: Infrastructure Services**
2. accept your bid under reference number **TDR61/2024/2025** dated..... for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
3. An official order indicating delivery instructions is forthcoming.
4. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	LOCALITY

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

SIGNED AT ON.....

NAME AND SURNAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE:

SECTION 6.3: THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER (Must agree with bidder details)

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Tender to Mossel Bay Municipality in respect of the following:

TDR61/2024/2025: SUPPLY AND DELIVERY OF STANDBY GENERATOR SETS FOR MOSSEL BAY MUNICIPALITY

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Joint Venture).

_____ and

_____ and

_____ and

_____ and

_____ and

_____ and

2. Mr./Mrs./Ms. _____

In his/her capacity as _____

and who will sign as follows: _____

(SPECIMEN SIGNATURE)

be, and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender to the **Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a joint venture accept jointly and several liability, with parties under item 1 above for the fulfilment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered with the Mossel Bay Municipality in respect of the project described above under item 1.

4. The **Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from the joint venture agreement and contract with the Mossel Bay Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all directors or members / partners** of the bidding enterprise. Should the space provided below not be enough for all the directors to sign, please provide a separate sheet in the same format below:

NB: **COMPULSARY TO BE COMPLETED** IN CASE OF JOINT VENTURE

NAME		ID NUMBER	DIRECTORS/OWNERS PERSONAL TAX NO	SIGNATURE
1				
2				
3				
4				
5				
6				
7				
8				
9				
10				

Name of Joint Venture	
Names of Each Enterprise:	
(1) Name and Address of Enterprise:	
(2) Name and Address of Enterprise:	
(3) Name and Address of Enterprise:	
Has an original valid Tax Clearance Certificate been submitted for each enterprise:	Yes ☐ No ☐
CIDB Registration Number(s), if applicable:	

Submit your Joint Venture Agreement together with this tender document. If no Joint Venture Agreement is submitted, the tender will be seen as non-responsive.

SIGNED ON BEHALF OF JOINT VENTURE _____