



TENDER NO: BOD/NC062/11/2021-2022

NAMA KHOI MUNICIPALITY

NOTICE NUMBER: 16/2022

SUPPLY AND DELIVERY OF MATERIAL FOR A FENCE

IMPORTANT NOTES TO BIDDERS:

- a) Tenders must be properly received and deposit in the tender box on or before the closing date and before the closing time at tender submission office, situated at the entrance to the Head office of Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240.
- b) No late bids will be accepted under any circumstances.
- c) Tender offers must be submitted in a sealed envelope clearly reflecting the tender number and description as indicated above,
- d) Only original tenders will be accepted.
- e) Do not dismember this bid document rather attached schedules and supporting documentation.
- f) In the event that a bidder is not registered for VAT and the bid is expected to exceed R 1 million, the bidder is expected to include a statement of intent to register for VAT.
- g) Bid documents of other bidders are not available to other bidders which may prejudice them in commercial competition.
- h) Tender fee: R 546.00 (Taxes included) in cash or electronic transfer per document. This amount is non-refundable.

To be completed by Bidder			
Entity name:		Address	
Registration Number:			
Telephone:		Delivery Period	
Fax:		CSD Registration number	
Email:		Representative appointed by resolution:	

Starting Date: 18 February 2022

Closing Date: 09 March 2022

Closing Time: 10:00

Contact the SCM Unit on advice on completing the bid documentation

Snr Accountant SCM - Ms Ruzan Jacobs – (027) 718 8116

Technical specification enquiries:

Mr Z Raymond (027) 718-8100

SCM Officials in attendance at the opening of the Bids

	Name	Signature
1.		
2.		

NAMA KHOI MUNICIPALITY

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(PART A) TENDER NOTICE AND INVITATION TO TENDER

1. TENDER NOTICE AND INVITATION TO TENDER
2. STANDARD CONDITIONS OF TENDER
3. TENDER OFFER
4. TENDER ACCEPTANCE

(1). TENDER NOTICE AND INVITATION TO TENDER

NAMA KHOI MUNICIPALITY

INVITATION TO BID



(SCOPE OF PROCUREMENT SERIES – OVER R 200,000)

NOTICE NO.: 111/2019

BID NUMBER: BOD/NC062/02/2019-2020

Starting Date: 18 February 2022 **Closing Date:** 09 March 2022 **Closing Time:** 10:00

SPECIFICATION ENQUIRIES: Mr Z Raymond - (027) 718 8100

SUPPLY AND DELIVERY OF PROTECTIVE CLOTHING

Nama Khoi Municipality hereby invites tenders for the supply and delivery of protective clothing as described in the bid specifications of the prescribed bid document.

Tender documents and specifications are available from the Municipal website (www.namakhoy.gov.za) for free or at the Supply Chain Management Unit (Ms Ruzan Jacobs 027 -7188116) at the Head Office – Springbok Nama Khoi Municipality) at an amount of **R 546.00** in cash or electronic transfer per document. This amount is non-refundable. Sealed tenders must be handed in at Nama Khoi Municipality, 4 Namaqua Street, Springbok, 8240 on /or before **10:00** on **Wednesday, 09 March 2022** and will be opened in public directly afterwards. Late tenders, or tenders that were e-mailed or fax will not be accepted. Forms, **MBD 1, MBD 3.2, MBD 4, MBD 5, MBD 6.1, MBD 6.2, MBD 7.2, MBD 8, MBD 9, SCM 1, SCM 2** and other schedules must be completed in the prescribed bid document.

In case of a transaction with a value of R 30 000 or more, including VAT, the Municipality follows the Procurement Policy where 80 points are awarded for price and 20 points for B-BBEE objectives. Furthermore, tenders will also be evaluated in terms of the Supply Chain Management Policy and Preferential Procurement Policy of the Municipality. More information is available from the Supply Chain Management Unit (Ms R Jacobs) obtained from telephone number (027) 718-8116.

The following conditions will apply:

- An original Tax Clearance Certificate, as issued by SARS, must accompany each tender.
- A B-BBEE rating certificate from SANAS accredited agency or exemption (EME) for businesses with a turnover of less than threshold gazetted from a Registered Accounting officer (as stated in section 60 of the Close Corporation Act, 1984), must accompany each tender.
- Bidders must be registered on the Central Supplier Database of National Treasury OCPO. www.csd.gov.za
- No person employed by the government (National, Provincial, Municipality) may be considered for this tender.
- No tender will be considered to a person or company that over the past five years been convicted of:
 - (a) Fraud, corruption or a criminal offence.
 - (b) The suspension, early termination or unsuccessful completion of a municipal or government contract.

The Municipality reserves the right to withdraw and / or to readvertise or reject any tender or partially accept it. The Municipality does not bind itself to accept the lowest or any tender.

S A TATAS-TITUS
MUNICIPAL MANAGER
16/02/2022

(2). STANDARD CONDITIONS OF TENDER/ INSTRUCTIONS TO BIDDERS

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

ALL TENDER CONDITIONS AND/OR INSTRUCTIONS SET OUT BELOW MUST BE STRICTLY ADHERED TO, FAILING WITH THIS TENDER SUBMISSION MAY BE DECLARED NON-RESPONSIVE.

2.1. General

- 2.1.1. No tender will be considered unless submitted on this Nama Khoi Municipality tender document.
- 2.1.2. Any portion of the tender document not completed will be interpreted as “not applicable”. Notwithstanding the foregoing, failure to complete any compulsory portion of the tender document may result in the tender being declared non-responsive.
- 2.1.3. Tenders must be properly received and deposited in the designated tender box (as detailed on the front page of this tender document) on or before the closing date and before the closing time, in the relevant tender box at the Tender Submission Office situated on the first floor, 4 Namakwa Street, Springbok, 8240. If the tender submission is too large to fit in the allocated box, please enquire at the public counter for assistance.
- 2.1.4. Nama Khoi reserves the right to accept:
 - 2.1.4.1. or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. Nama Khoi Municipality shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon receipt of a written request to do so.
 - 2.1.4.2. a tender offer which does not conform to Nama Khoi Municipality's opinion materially and/or substantially deviate from the terms, conditions and specifications of the tender document.
 - 2.1.4.3. the whole tender or part of a tender or any item or part of any item, or to accept more than one tender (in the event of a number of items being offered), and Nama Khoi Municipality is not obliged to accept the lowest or any tender.
- 2.1.5. Nama Khoi Municipality shall not consider tenders that are received after the closing date and time for such a tender (late tenders).
- 2.1.6. Nama Khoi Municipality will not be held responsible for any expenses incurred by tenderers in preparing and submitting tenders.
- 2.1.7. Nama Khoi Municipality may, after the closing date, request additional information or clarification of tenders in writing.
- 2.1.8. A tenderer may request information, after the closing date, in accordance with the Promotion of Administrative Justice Act, Act 3 of 2000, and the Promotion of Access to Information Act, Act 2 of 2000.
- 2.1.9. A tenderer may request in writing, after the closing date, that the tender offer be withdrawn. Such withdrawal will be permitted or refused at the sole discretion of Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the tenderer in such written request for withdrawal.
- 2.1.10. Should the tender offer be withdrawn in contravention of 2.1.9 above, the tenderer agrees that:

- 2.1.11. It shall be liable to Nama Khoi Municipality for any additional expense incurred or losses suffered by Nama Khoi Municipality in having either to accept another tender or, if new tenders have to be invited, the additional expenses incurred or losses suffered by the invitation of new tenders and the subsequent acceptance of any other tender;
- 2.1.12. Nama Khoi Municipality shall also have the right to recover such additional expenses or losses by set-off against monies which may be due or become due to the tenderer under this or any other tender or contract or against any guarantee or deposit that may have been furnished by the tenderer or on its behalf for the due fulfilment of this or any other tender or contract. Pending the ascertainment of the amount of such additional expenses or losses, Nama Khoi Municipality shall be entitled to retain such monies, guarantee or deposit as security for any such expenses or loss.
- 2.1.13. The tenderer agrees that this tender and its acceptance shall be subject to the terms and conditions contained in Nama Khoi Municipality Supply Chain Management Policy ("SCM Policy")
- 2.1.14. Notwithstanding any requests for confirmation of receipt of notices issued to the tenderers, the tenderer shall be deemed to have received such notice if Nama Khoi Municipality can show proof of transmission thereof via electronic mail, facsimile or registered post.
- 2.1.15. Unless otherwise stated in this tender document, all information submitted by the tenderer contained in other documents for example, cover letters, brochures, catalogues etcetera submitted with the tender offer, will not be considered during evaluation unless such documents have been recorded and referenced in **Part B 31: List of Other Documents Attached by Tenderer**.

2.2. Resolutions and Authorities

A tender submitted:

- 2.2.1. by a registered company may not be considered unless accompanied by a resolution by the Directors of the company authorising the tender to be made and the signatory to sign the tender on the company's behalf (**PART B16** to be completed);
- 2.2.2. by a registered close corporation may not be considered unless accompanied by written authority from all the members of the close corporation authorising the tender to be made and the signatory to sign the tender on the close corporation's behalf (**Part B 16** to be completed);
- 2.2.3. by a partnership/joint venture/consortium may not be considered unless accompanied by written authority from all parties to the partnership/joint venture/consortium authorising the tender to be made and the signatory to sign the tender on the partnership//joint venture/ consortium's behalf (**Part B13** to be completed).

2.3. Partnerships/Joint Ventures(JV's)/Consortiums

In the case of partnerships/joint ventures/consortiums, a copy of the partnership/joint venture/ consortium agreement must be submitted with the tender document. All parties/partners to the partnership/joint venture/consortium agreement must be registered on Nama Khoi Municipality's Vendor Database.

2.4. Validity Period

- 2.4.1. A tender submitted shall remain valid, irrevocable and open for acceptance by Nama Khoi Municipality for 120 (one hundred and twenty) days.
- 2.4.2. A tender submitted shall further be deemed to remain valid after the expiry of the above mentioned 120 day period, until formal acceptance by Nama Khoi Municipality, unless Nama Khoi Municipality is notified in writing by the tenderer of anything to the contrary (including any further conditions the tenderer may introduce).
- 2.4.3. Any further conditions that the tenderer may introduce will be considered at the sole discretion of Nama Khoi Municipality.

2.5. Nama Khoi Municipality Vendor Database

- 2.5.1. No awards will be made to a tenderer who is not registered on the Central Supplier Database (CSD).
- 2.5.2. It is each vendor's responsibility to keep all the information on the Central Supplier Database (CSD) updated.
- 2.5.3. If any information required (e.g. tax clearance certificate, proof of CIDB registration, etc.) is not valid or has expired, all transactions with the vendor may, in the sole discretion of Nama Khoi Municipality, be suspended until such time as the correct, verified information is received.

2.6. Tax clearance

- 2.5.1. Tenderers shall be registered and in good standing with the South African Revenue Service (SARS). In this regard, it is the responsibility of the tenderer to submit to Nama Khoi municipality documentary evidence in the form of an original valid Tax Clearance Certificate issued by SARS.
- 2.5.2. Each party to a Partnership/Joint Venture/Consortium shall submit a separate Tax Clearance Certificate.
- 2.5.3. Tenderers are to note that Nama Khoi Municipality will not award a contract to a tenderer whose tax matters are not in order.

2.7. Broad-based Black Economic Empowerment

- 2.6.1. The number of preference points shall be determined from the B-BBEE status level certificates submitted in terms of **Part B 6: Preference Schedule**, using the status as at the closing date for submission of tender offers.
- 2.6.2. Tenderers that sub-contract more than 25% of the value of the contract to sub-contractors that do not have an equal or higher B-BBEE status level than the tenderer, unless the intended sub-contractors are exempted micro enterprises that have the capability and ability to execute the sub-contract work, will forfeit preference points. Permission will have to be obtained for sub - contracts.

2.8. Independent Bid Determination

- 2.7.1. Tenderers must complete, sign and submit, together with their tender or upon being requested to do so in writing, a certificate of independent bid determination (**Part B 10** hereto) failing which the tender offer may be declared non-responsive.
- 2.7.2. Tenders may also be declared non-responsive if it is determined on reasonable grounds or evidence that the tenders are submitted by tenderers:
 - (a) who (notwithstanding having submitted duly completed certificates of independent tender determination) are nevertheless deemed to have knowledge of the contents of any other tenderer's offer and/or has submitted a certificate which is not true and correct in every respect;
 - (b) in a horizontal relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 4(1)(a) of the Competitions Act, 89 of 1998;
 - (c) who are presumed to be firms engaged in a restrictive horizontal practice as contemplated in section 4(1)(b) read with section 2 of the Competitions Act, 89 of 1998;
 - (d) in a vertical relationship which has the effect of substantially preventing or lessening competition in a market, subject to the exceptions as set out in section 5(1) of the Competitions Act, 89 of 1998.

2.9. Fronting

- 2.9.1. Nama Khoi Municipality supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner.
- 2.9.2. Against this background, Nama Khoi Municipality condemn any form of fronting.
- 2.9.3. Nama Khoi Municipality, in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry / investigation, the onus will be on the bidder / contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid / contract and may also result in the restriction of the bidder /contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Nama Khoi Municipality may have against the bidder / contractor concerned.

2.10. Prohibited practices

- 2.10.1 In terms of section 4 (1) 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:
- directly or indirectly fixing a purchase or selling price or any other trading condition;
 - dividing markets by allocating customers, suppliers, territories or specific types of goods or services;
- or
- collusive bidding.
- 2.10.2 If a bidder(s) or contractor(s), in the judgment of the purchaser, has / have engaged in any of the restrictive practices referred to above, the purchaser may refer the matter to Special Requirement and Conditions of Contract the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 2.10.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of any of the restrictive practices 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.

2.11. Undertaking – not being actual manufacturer of products

- 2.10.1. In the event of the bidder not being the actual manufacturer and will be sourcing the products from another company, a letter from that entity/ supplier(s) confirming firm supplier arrangement(s) including lead times in this regard, must accompany your bid at the closing time and date.
- 2.10.2. The said company/ manufacturer/ supplier issuing the letter must confirm that it has familiarised itself with the item description/ specifications and bid conditions and if the bid consist of more than one item, it should be clearly indicated i.r.o which item(s) the supportive letter has been issued.
- 2.10.3. It must be indicated in the letter that all the terms and conditions are mutually agreed upon.

2.12. Counter conditions

- 2.11.1. Bidders attention is drawn to the fact that amendments to any Special Conditions by bidders will result in the unvalidation of such bids.

2.13. Inducements, rewards, gifts and other abuses of the Supply Chain Management System

- 2.12.1. No person who is a provider or prospective provider of goods or services, or a recipient or prospective recipient of goods disposed or to be disposed of may directly or indirectly through a representative or intermediary promise, offer or grant:
- a) any inducement or reward to Nama Khoi Municipality for or in connection with the award of a contract; or
 - b) any reward, gift, favour or hospitality to any official or any other role player involved in the implementation of the supply chain management policy.
- 2.12.2. No person may influence or interfere with the work of any Nama Khoi Municipality officials involved in the tender process in order to *inter alia*:
- a) influence the process and/or outcome of a bid;
 - b) incite breach of confidentiality and/or the offering of bribes;
 - c) cause over and under invoicing;
 - d) influence the choice of procurement method or technical standards;
 - e) influence any Nama Khoi Municipality Official in any way which may secure an unfair advantage during or at any stage of the procurement process.
- 2.12.3. Abuse of the Supply Chain Management System is not permitted and may result in the tender being rejected, cancellation of the contract, "blacklisting" and/or any such remedies as determined by the municipality's SCM Policy and the Blacklisting Policy.

2.14. Declarations and authorization

Tenderers are required to complete all statutory declarations and authorisations in the schedules attached hereto failing which the tender may be disqualified in terms of Evaluation Criteria.

2.15. Expenses due to the preparation and submission of bid documents

Nama Khoi Municipality shall not be liable for any expenses or losses incurred by the Tenderer/bidder due to visiting the site or municipal area and the preparation and/or submission of the tender/bid documents.

2.16. Acceptance or rejection of bids

Nama Khoi Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.17. Awards to tenderers who are not the highest ranked

- 2.16.1. Normally the tenderer that scores the highest number of adjudication points must be recommended for acceptance, unless objective criteria stated in bid document justify the acceptance of another tender.
- 2.16.2. The bidder will still have to satisfy objective criteria which may include the following;
- (a) The bidder has demonstrated that it has the necessary resources and skills required to fulfill its obligations in terms of the tender document;
 - (b) It does not pose any commercial or legal risk to Nama Khoi Municipality;
 - (c) It is not currently subject to action in accordance with the SCM Policy.

2.18. Alterations to bid documents

Do not make any alterations or additions to the bid document, except as to comply with instructions issued by the municipality, or to make the necessary corrections made by the bidder. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited

2.19. Clarification information session

Not applicable for this bid as there would be no meeting.

2.20. Alternative tender offers

- 2.21.1. Alternative bids can be submitted provided that an acceptable bid, which complies with the bid conditions and specifications and submitted strictly in accordance with the bid documents, is also submitted.
- 2.21.2. An alternative bid shall be submitted on a separate complete set of bid documents or in accordance with such conditions as may be set out in the bid document and shall be clearly marked "Alternative Bid" to distinguish it from the acceptable bid referred to above.
- 2.21.3. All acceptable bids (excluding alternative bids) shall first be evaluated in accordance with the bid conditions and ranked. Only the alternative of the highest ranked acceptable bid (that is, submitted by the same bidder) may be considered, and if appropriate, recommended for award.
- 2.21.4. Alternative bids of any but the highest ranked acceptable tender, shall not be considered.
- 2.21.5. If the alternative bid of the highest ranked acceptable tender is considered to have merit, then the alternative bid shall be ranked along with all of the acceptable tenders received.
- 2.21.6. An alternative of the highest ranked acceptable tender that is priced higher than the first ranked tender may be recommended for award, provided that the ranking of the alternative bid is higher than the ranking of the next ranked acceptable tender.
- 2.21.7. Nama Khoi Municipality however will not be bound to consider alternative bids.

2.21. Closing date

- 2.22.1. Please ensure that your bid is submitted within the closing date and time of the bid. Accept that proof of posting will not be accepted as proof of delivery.
- 2.22.2. Accept that if the employer extends the closing date and time stated in the bid documents for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.22. Issue Addenda and Extension of Closing Date/Time

- 2.23.1. If necessary, the Municipality may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date the tenderer documents are available until seven days before the tender closing time stated in the Tender documents. If, as a result, a tenderer applies for an extension to the closing time stated in the Tender Documents, the Municipality may grant such extension and shall then notify all tenderers who drew documents.
- 2.23.2. The register of entities that has drawn tender documents shall be used as the distribution list for any addenda. Each person/entity who collects tender documents must supply an e-mail address written legibly with each character clearly identifiable. The Municipality may inform the tenderers by way of an e-mail to such e-mail address. Where the Municipality transmits an e-mail to such address, incorrect addresses due to legibility shall be the tenderers risk.
- 2.23.3. Notwithstanding any request for confirmation of receipt of Addenda issued, the tenderer shall be deemed to have received such addenda if the Municipality can show proof of transmission thereof (or a notice in respect thereof) via electronic mail, facsimile or registered post.

2.23.4. The Municipality may on reasonable grounds extend the closing date/time stated in the Tender Documents, by notifying all tenderers who drew or downloaded documents as set out in clause 2.23.2 above.

2.23. Invalid Tenders

The Bid Evaluation Committee shall consider the bids received and shall note for inclusion in the evaluation report a bidder whose tender is considered by the Bid Evaluation Committee to be invalid and eliminated from further evaluation for any of the following reasons:

- 2.24.1. the tender, including the tender amount, where applicable, is not submitted on the official Form of Offer
- 2.24.2. the tender document is not completed in non-erasable handwritten, or printed, ink or toner;
- 2.24.3. the Form of Offer has not been signed with an original signature
- 2.24.4. the Form of Offer (**Part A3**) is signed, but the name of the tenderer is not stated, or is indecipherable;
- 2.24.5. if in a two envelope system, the tenderer fails to submit a separately sealed financial offer/tender.

2.24. Non-Responsive Tenders

2.25.1. Valid tenders will be declared non-responsive and eliminated from further evaluation if:

- a) The tenderer has been listed on the National Treasury's Register for Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act, Act 12 of 2004, or has been listed on the National Treasury's List of Restricted Suppliers and who is therefore prohibited from doing business with the public sector.
- b) The tenderer is prohibited from doing business with the Nama Khoi municipality in terms of the SCM Policy.
- c) The tender does not comply with the specification(s) (**Part D1**).
- d) The tender does not comply with the instructions as contained in the Price Schedule (**Part C1**) and/or **Schedule B14: Contract Price Adjustment and Rate of Exchange Variation** (where applicable).
- e) The tenderer is a person, advisor or corporate entity involved with the Bid Specification Committee or director/member of such a corporate entity and is therefore prohibited from tendering for any resulting contracts.
- f) The tenderer does not submit prices for all Items.
- g) The tenderer does not submit firm prices of the contract. (As indicated in the Price Schedule)

2.25.2. Tenders will be declared non-responsive if the tenderer fails to adhere to a written request (within the specified period set out in such request) to:

- a) Comply with the general conditions applicable to tenders as set out in the SCM Policy;
- b) Comply with one or more of the provisions contained in the Conditions of Tender;
- c) Comply with any other terms and conditions of the tender as contained in the tender document;
- d) Complete and/or sign any declarations and/or authorisations;
- e) Register on the Nama Khoi Municipality Vendor Database;
- f) Submit an original and valid tax clearance certificate from the South African Revenue Services (SARS) certifying that the taxes of the tenderer are in order;
- g) Comply with any applicable Bargaining Council agreements;
- h) Submit the information/complete **Part B5** in respect of transaction values exceeding R10 million (see Conditions of Tender).
- i) Submit brochures of their product (preferably with their Tender Document) or within 7 days from date of request thereof.

2.25.3. Clause 2.25.2 above is not a closed list, and requests may include but are not limited to – the items referred to in a) to i) above.

2.25. Evaluation of Tenders

2.26.1. All tenders received shall be evaluated in accordance with the Municipal Finance Management Act, Act 56 of 2003 (read with its accompanying Supply Chain Management Regulations), Nama Khoi Municipality's SCM Policies, and the Preferential Procurement Policy Framework Act, Act 5 of 2000 (read with its accompanying regulations).

- 2.26.2. Points for price will be allocated in accordance with the formula stipulated in legislation above, 80/20 based on the sum of the prices in relation to the estimated quantities. Bids may be awarded to different tenderers. 20 Points will be awarded for BBBEE Status level.

2.26. Local production and content

Applicable forms must be complete in full. The tender will be regarded as non-responsive if the applicable forms are not completed in full.

2.27. COIDA

- 2.29.1. The Tender shall submit a Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.
- 2.29.2. Tenderers must, within 14 days of being requested to do so submit Letter of Good Standing issued in terms of COIDA, confirming that the Tenderer is registered as an employer in terms of the provisions of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993.

2.28. Negotiations with preferred bidders

- 2.27.1. The Municipal Manager (or his delegated authority) may authorise the negotiation of the final terms of a contract with tenderers identified through a competitive bidding process as preferred tenderer provided that such negotiation:
- (a) does not allow any preferred tenderer a second or unfair opportunity;
 - (b) is not to the detriment of any other tenderer; and
 - (c) does not lead to a higher price than the tender as submitted.
- 2.27.2. Minutes of such negotiations must be kept for record purposes.
- 2.27.3. If negotiations fail to result in acceptable contract terms, the Municipal Manager (or his delegated authority) may terminate the negotiations and invite the next ranked tenderer for negotiations. The original preferred tenderer should be informed of the reasons for termination of the negotiations. Once negotiations are commenced with the next ranked tenderer, earlier negotiations may not be reopened by the Nama Khoi Municipality.
- 2.27.4. The provisions of clauses 2.30.1 to 2.31.3 shall apply to the invitation to negotiate of the next ranked tenderer, mutatis mutandis.

2.29. Objections, complaints, queries and disputes/ Appeals in terms of Section 62 of the Systems Act/ Access to court

2.31.1. Objections, complaints, queries and disputes

Persons aggrieved by decisions or actions taken by the Municipality in the implementation of the supply chain management system or any matter arising from a contract awarded in terms of the supply chain management system may, within 14 days of the decision or action, lodge a written objection or complaint or query or dispute against the decision or action.

2.31.2. Section 62 Appeals

- a) In terms of Section 62 of the Systems Act (Municipal Systems Act, Act 32 of 2000), a person whose rights are affected by a decision taken by a political structure, political office bearer, councillor or staff member of a municipality in terms of a power or duty delegated or sub-delegated by a delegating authority may appeal against that decision by giving written notice of the appeal and reasons to the Municipal Manager within 21 days of the date of the notification of the decision.
- b) An appeal shall contain the following:
 - i. The reasons and/or grounds for the appeal;
 - ii. The way in which the appellant's rights have been affected;
 - iii. The remedy sought by the appellant.

2.28.1. Access to court

The clauses above do not influence any person's rights to approach the High Court at any time or their rights in terms of the Promotion of Administrative Justice Act, Act 3 of 2000 ('PAJA'), or the Promotion of Access to Information Act, Act 2 of 2000 ('PAIA').

2.30. Tacking action due to non-performance

Where the employer terminates the contract due to default of the contractor or supplier in whole or in part, the employer may decide may impose a restriction penalty on the contractor in terms of Section 13 of the Preferential Procurement Regulations on supplier or contractor.

2.31. Arithmetical errors, omissions and discrepancies

- 2.33.1. Check responsive tenders for discrepancies between amounts in words and amounts in figures. Where there is a discrepancy between the amounts in figures and the amount in words, the amount in words shall govern.
- 2.33.2. Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers, for:
 - a) the gross misplacement of the decimal point in any unit rate;
 - b) omissions made in completing the pricing schedule or bills of quantities; or.
 - c) arithmetic errors in:
 - i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
 - ii) the summation of the prices.
- 2.33.3. Notify the tenderer of all errors or omissions that are identified in the tender offer and invite the tenderer to either confirm the tender offer as tendered or accept the corrected total of prices.
- 2.33.4. Where the tenderer elects to confirm the tender offer as tendered, correct the errors as follows:
 - a) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected.
 - b) Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
 - c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

(3). TENDER OFFER

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

3.1. I, _____ (duly authorised to represent the bidder for the purpose of this Tender), hereby Tender to supply all or any of the goods and/or render all or any of the services described in the attached document to Nama Khoi Municipality on the terms and conditions stipulated in this Tender document and in accordance with the specification stipulated in the Tender document at the prices reflected in the *Contract Form/Price Schedule*.

3.2. The bidder agrees that:

3.2.1. the Tender offer submitted shall remain valid, irrevocable and open for written acceptance by Nama Khoi Municipality for a period of 120 (one hundred and twenty) days from the closing date or for such extended period as may be applicable;

3.2.2. the Tender offer will not be withdrawn or amended during the aforesaid validity period;

3.2.3. notwithstanding the above, the bidder may submit a written request to Nama Khoi Municipality after the closing date for permission to withdraw the Tender offer. Such withdrawal will be permitted or refused at the sole discretion of the Nama Khoi Municipality after consideration of the reasons for the withdrawal, which shall be fully set out by the bidder in the written request for withdrawal;

3.2.4. should the Tender offer be withdrawn in contravention of 3.2.1 to 3.2.3 above, the bidder agrees that

- (a) it shall be liable to Nama Khoi Municipality for any additional expense incurred by the Nama Khoi Municipality in having either to accept another Tender or, if new Formal written Tenders have to be invited, the additional expenses incurred by the invitation of new Formal written Tenders and the subsequent acceptance of any other Tender;
- (b) Nama Khoi Municipality shall also have the right to recover such additional expenses by set-off against monies which may be due or become due to the bidder under this or any other Tender or contract or against any guarantee or deposit that may have been furnished by the bidder or on its behalf for the due fulfilment of this or any other Tender or contract. Pending the ascertainment of the amount of such additional expenses, Nama Khoi Municipality shall be entitled to retain such moneys, guarantee or deposit as security for any loss Nama Khoi Municipality may suffer due to such withdrawal.

3.3. The bidder agrees that this Tender and its acceptance shall be subject to the terms and conditions contained in the Supply Chain Management Policy ('SCM Policy').

Signature(s)

Print name(s):

On behalf of the bidder (duly authorised)

Date _____



(PART B) RETURNABLE DOCUMENTS

1. INVITATION TO BID (MBD 1)
2. ORIGINAL TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)
3. PRICING SCHEDULE – FIRM PRICES (SERVICES) (MBD 3.3)
4. DECLARATION OF INTEREST – EMPLOYEES IN THE SERVICE OF THE STATE (MBD 4)
5. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)
6. CONTRACT FORM – PURCHASES (MBD 7.1)
7. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)
8. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)
9. DECLARATION ON STATE OF MUNICIPAL ACCOUNTS AT ALL MUNICIPALITIES (SCM 1)
10. AUTHORISATION FOR DEDUCTION OF MUNICIPAL SERVICES AND PAYMENTS OWED TO NAMA KHOI MUNICIPALITY (SCM 2)
11. CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS
12. SUPPLY CHAIN MANAGEMENT AND REGULATION 12 PREFERENTIAL PROCUREMENT REGULATIONS DECLARATION
13. RESOLUTION BY DIRECTOR/MEMBERS/TRUSTEES
14. CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS
15. RECORD OF CONSULTANCY SERVICES TO ORGANS OF STATE
16. CV'S, QUALIFICATIONS, PROFESSIONAL REGISTRATIONS, COMPANY PROFILE AND PROPOSAL
17. LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

(1) INVITATION TO BID (MBD 1)

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)				
BID NUMBER:		CLOSING DATE:		CLOSING TIME:
DESCRIPTION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)				
SUPPLIER INFORMATION				
NAME OF BIDDER				
POSTAL ADDRESS				
STREET ADDRESS				
TELEPHONE NUMBER	CODE		NUMBER	
CELLPHONE NUMBER				
FACSIMILE NUMBER	CODE		NUMBER	
E-MAIL ADDRESS				
VAT REGISTRATION NUMBER				
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]				
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R
SIGNATURE OF BIDDER			DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT			CONTACT PERSON	
CONTACT PERSON			TELEPHONE NUMBER	
TELEPHONE NUMBER			FACSIMILE NUMBER	
FACSIMILE NUMBER			E-MAIL ADDRESS	
E-MAIL ADDRESS				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:										
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.										
2. TAX COMPLIANCE REQUIREMENTS										
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 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										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;">☐ YES ☐ NO</td> </tr> </table> 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.	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
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									

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

DATE:

(2) TAX CLEARANCE CERTIFICATE REQUIREMENTS (MBD 2)

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

- 2.1. It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 2.2. In order to meet this requirement bidders are required to complete in full the form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2.3. SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 2.4. The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 2.5. In bids where Consortia / Joint Ventures / Sub-contractors are involved; each party must submit a separate Tax Clearance Certificate.
- 2.6. Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 2.7. Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.
- 2.8. Nama Khoi Municipality reserves the right to check with SARS if a tax certificate is valid or not.
- 2.9. Attached original tax certificate to this returnable schedule.

(3) PRICING SCHEDULE – FIRM PRICES (PURCHASE) MBD 3.1

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:

- At:

- Brand and Model

- Country of Origin

- Does the offer comply with the specification(s)? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

*Delivery: Firm/Not firm

- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

3.1. Only firm prices will be accepted.

3.2. Non-firm prices including prices subject to rates of exchange will not be considered.

- 3.3. In cases where different delivery points influence the pricing, a separate pricing schedule must be submitted for each delivery point.
- 3.4. Offer must be valid for **120 days** from the closing date of the bid.
- 3.5. The **total bid price amount** included taxes is: R _____
- 3.6. The **total bid price** included taxes in **words** is: _____
- 3.7. These items must be delivered to the Industrial Area in Springbok at the Municipal Stores of the municipality.
- 3.8. All the delivery costs must be included in the bid price.
- 3.9. Period of delivery from the estimated date of contract and order being finalised
- Indicate **firm delivery period** Date _____ Weeks _____ days _____
- 3.10. Does the offer comply with the specifications as required. **YES/NO.**
- 3.11. Complete the pricing schedule on **PART C2** and transfer total price included taxes to paragraph 3.5 above.

(4) DECLARATION OF INTEREST (MBD 4)

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

4.1. No bid will be accepted from persons in the service of the state*.

4.2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

4.3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

4.3.1 Full Name of enterprise:

.....

4.3.2 Physical address of local office:

.....

4.3.3 Identity Number if sole proprietor:

.....

4.3.4 Company Registration Number:

.....

4.3.5 Tax Reference Number:

4.3.6 VAT Registration Number, if any:

.....

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

4.5. Are you presently in the service of the state **YES / NO** *

* 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.

If so, furnish particulars.

4.6. Have you been in the service of the state for the past twelve months? **YES / NO**

If so, furnish particulars.

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

If so, furnish particulars.

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

If so, furnish particulars.

4.9. Are any of the entity directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

4.10. Are any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in service of the state? **YES / NO**

If so, furnish particulars.

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

If so, furnish particulars.

4.12. Full details of all the directors / trustees / members / shareholders.

Full Name of sole proprietor, partner, director, Manager, principal shareholder or stakeholder or member	ID Number	Name of Organ of state	Income Tax Number (Compulsory)	State Employee Number	
				Current	Within 12 months

Add list if this list is not sufficient.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____

SIGNATURE : _____

DATE : _____

(5) PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

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

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any

time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price Tenders, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20 or **90/10**

$$P_s = 80 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

5. BID DECLARATION

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

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 **TYPE OF COMPANY/ FIRM**

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

8.5 **DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

.....
.....
.....
.....

8.6 **COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

8.7 **MUNICIPAL INFORMATION**

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES 1. 2.
--

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:	
ADDRESS	
	
	

(6) DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (MBD 6.2)

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

3. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
<u>Wire Products</u>	<u>100 %</u>
_____	_____ %
_____	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the
following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of

exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

(7) CONTRACT FORM - PURCHASE OF GOODS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I, _____, hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Nama Khoi Municipality in accordance with the requirements and specifications stipulated in bid number **BOD/NC062/11/2021-2022** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - 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) All other declarations part of the bid document
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS (MBD 7.1) CONTINUED

PART 2 COMPLETED BY NAMA KHOI MUNICIPALITY BOD/NC062/11/2021-2022

1. I, _____ in my capacity as Municipal Manager or delegated official of Nama Khoi Municipality accept your bid under reference number **BOD/NC062/11/2021-2022** for the supply of goods indicated hereunder and/or further specified in **PART E1**.
2. An official order indicating delivery instructions is forthcoming.
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	ITEM DESCRIPTION.	ESTIMATED PRICE (VAT INCL)	DELIVERY PERIOD

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

WITNESSES

1.

2.

DATE

(8) DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

- 7.1. This declaration is used by Nama Khoi Municipality 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.
- 7.2. The bid of any bidder may be rejected if that bidder, or any of its directors have:
- abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
 - been convicted for fraud or corruption during the past five years;
 - willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
 - 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).
- 7.3. Where the entity Tendering is a partnership/consortium/joint venture, each party to the partnership/ consortium/ joint venture must sign a declaration in terms of the Municipal Finance Management Act, Act 56 Of 2003, and attach it to this schedule.
- 7.4. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
7.4.1	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? Persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes ☐	No ☐
7.4.1.1	If so, furnish particulars:		
7.4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes ☐	No ☐
7.4.2.1	If so, furnish particulars:		
7.4.3	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 ☐
7.4.3.1	If so, furnish particulars:		

7.4.4	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 ☐
7.4.4.1	If so, furnish particulars:		
7.4.5	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 ☐
7.4.7.1	If so, furnish particulars:		

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(9) CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

I, _____, the undersigned, in submitting this bid, Tender No.: **BOD/NC062/11/2021-2022**, in response to the invitation for the bid made by Nama Khoi Municipality do hereby make the following statements that I certify to be true and complete in every respect:

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

That:

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, 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.

PRINT FULL NAME : _____ **DATE :** _____

SIGNATURE : _____

(10) DECLARATION ON THE STATE MUNICIPAL ACCOUNTS AT ALL THE MUNICIPALITIES OF THE BIDDER (SCM1)

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

9.1. The completion of this form is **COMPULSORY**. and failure to complete this form might result that this Tender will not be considered.

9.2. The bidder:

- a) hereby acknowledges that according to SCM Regulation 38(1)(d)(i) the Municipal Manager may reject the Tender of the bidder if any municipal rates and taxes or municipal service charges owed by the Bidder or any of its directors/members/partners to Nama Khoi Municipality, or to any other municipality or municipal entity, are in arrears for more than 3 (three) months; and
- b) therefore hereby agrees and authorises the Nama Khoi Municipality to deduct the full amount outstanding by the bidder or any of its directors/members/partners from any payment due to the bidder; and
- c) confirms the following information for the purpose of giving effect to b) above;
- c) hereby certifies that the information set out in this schedule and/or attached thereto is true and correct. The bidder acknowledges that failure to properly and truthfully complete this schedule may result in the Tender being disqualified, and/or (in the event that the bidder is successful) the cancellation of the contract. The bidder must complete or provide us with an additional schedule of information in the following format;

Physical Business addresses of the Bidder	Municipality	Municipal Account Numbers

Attached certified copies of municipal accounts not older than 3 months.

9.3. The bidder must complete or provide us with an additional schedule of information (Refer to schedule 13) of all its directors/ shareholders/ Managers/ Partners/Members etc.

Name of Director/ Member	ID Number	Physical Address	Municipality	Municipal Account Number

Attached certified copies of municipal accounts all directors or members not older than 3 months.

I/We declare that the abovementioned information is true and correct and that the above mentioned documents refer to in 9.2 and 9.3 are attached to this form:

 (insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

DATE : _____

(11) CERTIFICATE OF AUTHORITY FOR INCORPORATED OR UNINCORPORATED JOINT VENTURE (JV), CONSORTIUMS AND PARTNERSHIPS

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

This returnable schedule is to be completed if the Tender is submitted by a partnership/consortium/joint venture.

11.1. We, the undersigned, are submitting this Tender offer as a partnership/consortium/joint venture and hereby authorise, Mr/Ms _____, of the authorised

entity _____,

acting in the capacity of lead partner, to sign all documents in connection with the Tender offer and any contract resulting from it on the partnership/consortium/joint venture's behalf.

11.2. By signing this schedule the partners to the partnership/consortium/joint venture:

11.2.1 warrant that the Tender submitted is in accordance with the main business and objectives of the partnership/consortium/joint venture;

11.2.2 agree that Nama Khoi Municipality shall make all payments in terms of this Contract into the following bank account of the partnership/consortium/joint venture;

Account Holder: _____

Financial Institution: _____

Branch Code: _____

Account No.: _____

11.2.3 agree that in the event that there is a change in the partnership/consortium/joint venture and/or should a dispute arise between the partnership/consortium/joint venture partners, that Nama Khoi Municipality shall continue to make any/all payments due and payable in terms of the Contract into the aforesaid bank account until such time as Nama Khoi Municipality is presented with a Court Order or an original agreement (signed by each and every partner of the partnership/consortium/joint venture) notifying Nama Khoi Municipality of the details of the new bank account into which it is required to make payment.

11.2.4 agree that they shall be jointly and severally liable to Nama Khoi Municipality for the due and proper fulfilment by the successful bidder/supplier of its obligations in terms of the Contract as well as any damages suffered by Nama Khoi Municipality as a result of breach by the successful bidder/supplier. The partnership/consortium/joint venture partners hereby renounce the benefits of exclusion and division.

11.3. All the information requested must be filled in the spaces provided. If additional space is required, additional sheets may be used and attached to the original documents.

11.4. A **copy of the joint venture agreement/consortium/ partnership** must be attached to this form, in order to demonstrate the Affirmable, Joint Venture Partner's share in the ownership, control, management responsibilities, risks and profits of the joint venture, the proposed joint venture agreement must include specific details relating to:

a) the contributions of capital and equipment

b) work items to be performed by the Affirmable Joint Venture Partner's own forces

c) work items to be performed under the supervision of the Affirmable Joint Venture Partner.

- 11.5. Copies of all written agreements between partners concerning the contract must be attached to this form including those, which relate to ownership options and to restrictions/limits regarding ownership and control.
- 11.6. The joint venture must be formalised. All pages of the joint venture agreement must be signed by all the parties concerned.
- 11.7. A letter/ notice of intention to formalise a **partnership/consortium/joint venture** once the contract has been awarded will not be considered.
- 11.8. Should any of the above not be complied with, the **partnership/consortium/joint venture** will be deemed null and void and will be considered non-responsive.
- 11.9. The **partnership/consortium/joint venture** must be registered with South African Revenue Services for VAT purposes in the event that the contract exceeds the registration threshold.
- 11.10. All the partners in a **partnership/consortium/joint venture** must provide a **original tax clearance certificate**.
- 11.11. The **partnership/consortium/joint venture** must provide consolidated BBBEE certificate

SIGNED BY THE PARTNERS OF THE PARTNERSHIP/CONSORTIUM/JOINT VENTURE

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead partner:		

(12) SUPPLY CHAIN MANAGEMENT AND DECLARATION IN TERMS OF REGULATION 12 OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2001

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

in terms of **SECTION 112(1)** of the **MUNICIPAL FINANCE MANAGEMENT ACT 2003 (ActNo. 56 of 2003)** and in terms of **CLAUSES 43 and 44** of the **MUNICIPAL SUPPLY CHAIN MANAGEMENT POLICY**

I, _____, the undersigned, warrants that I am duly authorized to act on behalf of the enterprise mentioned below and do hereby certify that, to the best of my personal knowledge, neither the enterprise nor any of its owners, directors, members or partners has—

- i) failed to pay any municipal rates and taxes or municipal service charges;
- ii) been in arrears with any municipal accounts with any municipality or municipal entity in the Republic of South Africa, for a period longer than 3 (three) months;
- iii) been convicted of fraud or corruption during the past 5 (five) years;
- iv) abused the supply chain management system of the Municipality or has committed any improper conduct in relation to this system;
- v) failed, during the past 5 (five) years, to perform satisfactory on a previous contract with the Municipality or any other organ of state after written notice was given to the enterprise that performance was unsatisfactory;
- vi) wilfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past 5 (five) years;
- vii) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act 2004 (Act no. 12 of 2004);
- viii) been listed on National Treasury's database as a person or enterprise prohibited from doing business with the public sector;
- ix) any tax matters that is not cleared by the South African Revenue Services;
- x) been in the service of the state for the past 12 (twelve) months or is in the service of the state; or
- xi) been or is an advisor or consultant contracted with the Municipality.

Further to the above I, the undersigned, herewith disclose the particulars of any kinship (parent, brother, sister or child) with a person that is in the service of the state (see MBD 4), or has been in the service of the state in the previous twelve months of any of its owners, directors, members or partners: (Attached information)

- Full Name of that person:
- Identity Number of that person:
- Particulars of Employer:
- Capacity in which that person is in the service of the state
- Income tax Number

I acknowledge that any misrepresentation in respect of this certificate may be regarded as a reason to cancel the listing or bid as accredited prospective provider and any contract arising out of this information supplied.

All the information provided is true and correct.

The signatory to the Tender document is duly authorised and documentary proof regarding any Tender issue will when required, be submitted to the satisfaction of the municipality.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

IDENTITY NUMBER: _____

(13) RESOLUTION BY DIRECTOR/MEMBERS AND OTHER

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

RESOLUTION for completion by Directors (if the bidder is a (Pty) Ltd or Ltd) or Members (if the bidder is a CC or other)

NAME OF BIDDER: _____

Meeting held at _____ (place)

On _____ (date)

RESOLVED THAT:

13.1. The bidder submits a Tender to Nama Khoi Municipality in respect of;

TENDER NO: BOD/NC062/11/2021-2022 SUPPLY AND DELIVERY OF MATERIAL FOR A FENCE

13.2. Mr/Mrs/Ms _____, IDNo. _____ in

his/her capacity as _____, is hereby, authorised to sign the Tender and any 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 Bidder, and who will sign as follows: _____ **(SPECIMEN SIGNATURE)**

No.	Name	Capacity	Signature
1			
2			
3			
4			
5			

Note: The resolution must be signed by all the directors /members of the bidder. Should the space provided above not be sufficient for all directors/members to sign, please attach a separate sheet to this schedule in the same format.

(14) CONFLICT OF INTEREST DECLARATION – GIFTS AND SPONSORSHIPS

- 14.1. The bidder shall declare whether it has any conflict of interest in the transaction for which the Tender is submitted.

(Mark the appropriate box with 'X'.)

YES	NO
-----	----

If yes, the bidder is required to set out the particulars in the table below:

- 14.2. The bidder shall declare whether it has directly or through a representative or intermediary promised, offered or granted:

- (a) any inducement or reward in connection with the award of this contract; or
- (b) any reward, gift, favour or hospitality to any official or any other role player involved in them implementation of the supply chain management policy.

(Mark the appropriate box with 'X'.)

YES	NO
-----	----

If yes, the bidder is required to set out the particulars in the table below:

- 14.3. Should the bidder be aware of any corrupt or fraudulent transactions relating to the procurement process of Nama Khoi Municipality, please contact or inform the Municipality.

The bidder hereby certifies that the information set out in this schedule and/or attached thereto is true and correct, and acknowledges that failure to properly and truthfully complete this schedule may result in the Tender being disqualified, and/or (in the event that the bidder is successful) cancellation of contract.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____

(15) RECORD OF CONSULTANCY SERVICES TO ORGANS OF STATE

15.1. Bidders shall append to this schedule a list of the previous 5 years of contracts completed in the public sector.

Organ of state, i.e. national or provincial department, public entity, municipality or municipal entity		Title of contract	Value of contract for service including VAT (Rand)	Date completed (State current if not yet completed)
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				

15.2. Complete the record or attach the required information in the prescribed tabulation.

(16) LIST OF OTHER DOCUMENTATION ATTACHED BY BIDDER

17.1. The bidder has attached to this schedule the following additional documentation which was not requested or provided with a returnable schedule.

No.	Date of document	Title or description of document
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

17.2. Attached additional pages if more space is required.

DULY AUTHORISED TO SIGN ON BEHALF OF:

(insert name of enterprise)

PRINT FULL NAME : _____

SIGNATURE : _____



(PART C) PRICING DATA

- 1. PRICING INSTRUCTIONS**
- 2. PRICING SCHEDULE**
- 3. PROCUREMENT SPECIFICATIONS**

1. PRICING INSTRUCTIONS

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

1.1. General and rates

- 1.1.1. The price schedules have columns for unit rate, unconditional discount offered, discounted rate and estimated quantity.
- 1.1.2. All the prices shall be tendered excluding VAT but including customs or excise duty and any other duty, levy, or other applicable tax.
- 1.1.3. All prices shall be tendered in accordance with the units specified in this schedule.
- 1.1.4. Only complete discount column if you offer unconditional discounts on items.
- 1.1.5. All prices Tendered must include all expenses, disbursements and costs (transport, overheads etc) that may be incurred in the execution of this contract and shall cover all the general risks, liabilities and obligations set implicitly in the contract.
- 1.1.6. All prices shall be fixed for the once-off contract and will be final and binding.

1.2. Corrections made

- 1.2.1. Any entry made by the bidder in the price schedule, which the bidder desires to change, shall not be erased or printed out.
- 1.2.2. A line shall then be drawn through the incorrect entry and the correct entry shall be written above in black ink and the full signature of the bidder shall be placed next to the correction.

2. PRICING SCHEDULE

NOTICE NO.: 16/2022
BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

	DESCRIPTION / BESKRYWING	QTY	AMOUNT
FENCING	Staaldraad 2.24mm LIG VERSINK 50 kg	24	
	Ysterpale H-Tipe 1.8m	330	
	Droppers Staal 1.4m	1280	
	Bind Draad 2mm Lig Versink 50kg	1	
	Bind Draad 1.6mm Lig Versink 50kg	1	
	Bind Draad 4mm Lig Versink 50kg	1	
	Hout Pale 125-150mm	16	
	Sif Draad 900x75mm Lig Versink 50m	82	
ELECTRIFICATION			
	Aarde Penne Koper 1.2m Insluitende wasters en moere	40	
	225mm Single Offset Brackets	930	
	Bobbin-Large Black Tentioners	930	
	Wire Strainer Insulated-Heavy Duty-HDG	14	
	Strain Ultra Hardend Insulator-Black	80	
	Line Clamps 8mm	100	
	Combo Tentioner Hibrit-Black BB	70	
SUB - TOTAL			
VAT			
TOTAL			

Carry amount over to MBD 3.1)

The undersigned, who warrants that he/ she is duly authorised to do so on behalf of the enterprise confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct and there was no collusion with other bidders.

Person authorised to sign Tender:

FULL NAME: _____

SIGNATURE: _____

DATE: _____



(PART D) AGREEMENTS AND CONTRACT DATA

- 1. GENERAL CONDITIONS OF CONTRACT (GCC)**
- 2. SPECIAL CONDITIONS OF CONTRACT (SCC)**

1. GENERAL CONDITIONS OF CONTRACT (GCC)

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

1.1 Definitions

The following terms shall be interpreted as indicated:

- 1.1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract from signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 1.1.4. "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.
- 1.1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.1.6. "Country of origin" means the place where 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 basis characteristics or in purpose or utility from its components.
- 1.1.7. "Day" means calendar day.
- 1.1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.1.11. "Dumping" occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 1.1.12. "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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 1.1.13. "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.
- 1.1.14. "GCC" mean the General Conditions of Contract.

- 1.1.15. "Good" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.1.16. "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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.1.17. "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.1.18. "Manufacture" means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.
- 1.1.19. "Order" means an official written order issued for the supply of goods or works or the procuring of a service.
- 1.1.20. "Project site" where applicable, means the place indicated in bidding documents.
- 1.1.21. "Purchaser" means the organization purchasing the goods.
- 1.1.22. "Republic" means the Republic of South Africa.
- 1.1.23. "SCC" means the Special Conditions of Contract.
- 1.1.24. "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.
- 1.1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

1.2 Application

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

1.3 General

- 1.3.1. Unless otherwise indicated in the bidding documents, the purchase 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.
- 1.3.2. With certain exceptions, invitations for bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za.

1.4 Standards

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

1.5 Use of contracts documents and information

- 1.5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as far as may be necessary for purposes of such performance.
- 1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 1.5.1 except for purposes of performing the contract.
- 1.5.3. Any document, other than the contract itself mentioned in GCC clause 1.5.1 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.
- 1.5.4. 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.

1.6 Patent rights

- 1.6.1 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.

1.7 Performance Security

- 1.7.1. 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 GCC.
- 1.7.2. 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 contracts.
- 1.7.3. The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:
- 1.7.4. a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or broad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- 1.7.5. a cashier's or certified cheque
- 1.7.6. The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

1.8 Inspections, tests and analyses

- 1.8.1. All pre-bidding testing will be for the account of the bidder.
- 1.8.2. If it is a bid condition that supplies to be produced or services to be procured should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

- 1.8.3. 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 payments arrangements with the testing authority concerned.
- 1.8.4. If the inspection, test and analyses referred to in clauses 1.8.2 and 1.8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 1.8.5. Where the supplies or services referred to in clauses 1.8.2 and 1.8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 1.8.6. Supplies and services, which are, referred to in clauses 1.8.2 and 1.8.3 and which do not comply with the contract requirements, may be rejected.
- 1.8.7. Any contract supplies may, on or after delivery, be inspected; tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may without giving the supplier further opportunity to substitute the rejected supplies purchase such supplies as may be necessary at the expense of the supplier.
- 1.8.8. The provisions of clauses 1.8.4 to 1.8.7 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 1.23 of GCC.

1.9 Packing

- 1.9.1. 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 precipitations during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 1.9.2. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

1.10 Delivery and documents

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

1.11 Insurance

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

1.12 Transportation

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

1.13 Incidental services

- 1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
 - (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 1.13.2. 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.

1.14 Spare parts

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

1.15 Warranty

- 1.15.1. 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 mission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 1.15.2. This warranty shall remain valid twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 1.15.4. Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

1.16 Payment

- 1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 1.16.3. 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.
- 1.16.4. Payment will be made in Rand unless otherwise stipulated in SCC.

1.17 Prices

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

1.18 Contract Amendments

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

1.19 Assignment

- 1.19.1. 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.

1.20 Subcontracts

- 1.20.1. The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

1.21 Delays in the supplier's performance

- 1.21.1. 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.
- 1.21.2. 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.
- 1.21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 1.21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

- 1.21.5. Except as provided under GCC clause 1.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 1.22, unless an extension of time is agreed upon pursuant to GCC clause 1.21.2 without the application of penalties.
- 1.21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22 Penalties

- 1.22.1. Subject to GCC clause 1.25, 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 1.23.

1.23 Termination for default

- 1.23.1. 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 1.21.2;
 - (b) if the supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 1.23.2. 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 terminate.

1.24 Anti-dumping and countervailing duties and rights

- 1.24.1. 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 favorable difference shall on demand be paid forthwith by the contractor to the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

1.25 Force Majeure

- 1.25.1. Notwithstanding the provisions of GCC clauses 1.22 and 1.23, the supplier shall not be liable for forfeiture or 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.

- 1.25.2. 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 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.

1.26 Termination for insolvency

- 1.26.1. 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

1.27 Settlement of Disputes

- 1.27.1. 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.
- 1.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by much 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.
- 1.27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 1.27.4. Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.
- 1.27.5. Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

1.28 Limitation of liability

- 1.28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 3.6;
- (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 or 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.

1.29 Governing language

- 1.29.1. 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.

1.30 Applicable law

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

1.31 Notices

1.31.1. 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.

1.31.2. 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

1.32 Taxes and duties

1.32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

1.32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

2. SPECIAL CONDITIONS OF CONTRACT (SCC)

NOTICE NO.: 16/2022

BID NUMBER: BOD/NC062/11/2021-2022

STARTING DATE: 18 February 2022 Closing Date: 09 March 2022 Closing Time: 10:00

- 2.1. These Special Conditions Of Contract (SCC) supplement and must be read with the corresponding provisions of the General Conditions of Contract (GCC) issued by the National Treasury.
- 2.2. The bid and all contracts emanating there from will be subject to the General Conditions of Contract (GCC) issued in accordance with Treasury Regulations. The other Special Conditions of Contract are supplementary to that of the GCC. Where, however, the Special Conditions of Contract are in conflict with the GCC, the Special Conditions of Contract will prevail.

2.3. Definitions and Interpretation:

In this Contract, the following words shall, unless otherwise stated or inconsistent with the context in which they appear, bear the following meanings and other words derived from the same origins as such words (that is, cognate words) shall bear corresponding meanings:

- 2.3.1. **"Annexures"** means the annexes attached to this Contract, as amended from time to time;
- 2.3.2. **"Authorised Representative/s"** means person/s authorised by each of Nama Khoi municipality and the Supplier in writing which shall include authorised persons to whom their roles have been delegated and regarding which the relevant Party has advised the other Party in writing;
- 2.3.3. **"Business Day"** means any day other than a Saturday, Sunday or gazetted national public holiday in the Republic of South Africa;
- 2.3.4. **"Nama Khoi Municipality"** means the Municipality, a B municipality, established in terms of Local Government: Municipal Structures Act 117 of 2003;
- 2.3.5. **"Nama Khoi Municipality's Supply Chain Management Policy"** means the set of policy statements issued by the Nama Khoi Municipality's Supply Chain Management Department by which any procurement by the Nama Khoi Municipality is regulated as amended from time to time and of which the last issued version always applies.
- 2.3.6. **"Consents"** mean all consents, permits, clearances, authorisations, approvals, rulings, exemptions, registrations, filings, decisions and licences, required to be issued by any Responsible Authority in connection with the performance of any of the Services;
- 2.3.7. **"Contingencies"** means the discretionary amounts which may be paid by the Nama Khoi Municipality in respect of costs which were not specifically provided for in the Price Schedule but which may arise in the implementation of this Contract, the total of which amounts shall be 15% of the sum of the Initial Total Contract Price and Provisions;
- 2.3.8. **"Contract"** means this Contract, the Annexes, the Tender document, schedules and all other documents which are stated in this Contract to form part of this Contract, as amended from time to time by agreement and through Service Notices and Protocols;
- 2.3.9. **"Day"** means a calendar day i.e. any day as ordinarily understood, including Saturdays, Sundays and gazetted national public holidays in the Republic of South Africa;
- 2.3.10. **"Event of Force Majeure"** means an act of God or public enemy, fire, explosion, earthquake, perils of the sea, flood, storm or other adverse weather conditions, war declared or undeclared, civil war, revolution, civil commotion or other civil disorder, sabotage, riot, blockade, embargo, strikes, lock-outs

or other labour disputes (excluding any blockade, embargo, strike, lockout or other labour dispute involving Personnel and engaged upon by such employees or subcontractors for the purpose of remedying a grievance or resolving a dispute in respect of any matter of mutual interest between the Personnel on one side and the employer on the other), sanctions, epidemics, act of any Government, compliance with new law or regulations not in existence at the time of the publication of the Tender or lawful demands of any Government or Governmental agency in terms of such law or regulations;

- 2.3.11. **"Expiry Date"** means the date, or such later date, as agreed by the Parties, subject to such later date not extending beyond the 5th anniversary of the Commencement Date;
- 2.3.12. **"GCC"** means the Government Procurement: General Conditions of Contract issued by the National Treasury provided by the Nama Khoi Municipality as **PART D1** of the Tender Documents.
- 2.3.13. **"Intellectual Property"** means any and all intellectual property rights of any nature anywhere in the world whether registered, registerable or otherwise, including patents, utility models, trademarks, registered designs and domain names, applications for any of the foregoing, trade or business names, goodwill, copyright and rights in the nature of copyright, design rights, rights in data-bases, moral rights, know-how, trade secrets and any other intellectual property rights which subsist in computer software, computer programs, websites, documents, information, techniques, business methods, drawings, logos, instruction manuals, lists and procedures, particulars of passengers, marketing methods and procedures and advertising literature, including the "look and feel" of any websites;
- 2.3.14. **"Invoice"** means a valid tax invoice, in a form to be agreed between the Parties before the Commencement Date;
- 2.3.15. **"Parties"** means the parties to this Contract, being the Nama Khoi Municipality and the supplier;
- 2.3.16. **"Penalties"** means the amounts to be deducted from payments
- 2.3.17. **"Price Schedule"** means the bill of quantities and rates, as contained in **PART C2**, for each function to be performed, as accepted by the Nama Khoi Municipality at the Commencement Date, and which may be adjusted by agreement to reflect cost implications, if any, of variation orders and any other changes to the goods;
- 2.3.18. **"Responsible Authority"** means any ministry, any minister, any organ of State, any official in the public administration or any other Governmental or regulatory department, commission, institution, entity, service utility, board, agency or authority (in each case, whether National, Provincial or Municipal) or any court, each having jurisdiction over the matter in question, but excluding for all purposes the Nama Khoi Municipality;
- 2.3.19. **"Signature Date"** means the latest of the dates on which this Contract (or any counterpart) was signed by any Party;
- 2.3.20. **"Tender"** means this Tender number **BOD/NC062/11/2021-2022**
- 2.3.21. **"Tender Documents"** means all the documents pertaining to the Tender which were provided by the Nama Khoi Municipality to supplier prior to the award of the Tender;
- 2.3.22. **"Termination Date"** means the date upon which this Contract terminates, whether on the Expiry Date or earlier, as provided in this Contract;
- 2.3.23. **"VAT"** means value-added tax levied in terms of the Value-added Tax Act 89 of 1991, as amended;

2.4. In this Contract:

- 2.4.1. unless expressly stated to the contrary, where the Parties are required to "**accept**", "**agree**", "**notify**" or "**approve**", they shall do so in writing, and for this purpose, writing shall include telefax, email or cellular phone-based short message services, and "**agreement**", "**notification**" and "**approval**" shall have similar meanings, and, in addition, any notifications shall be made in accordance with clause 31 of the GCC;
- 2.4.2. unless expressly stated to the contrary, where a Party's decision or act is in the discretion of that Party, it shall mean that Party's sole and unfettered discretion;
- 2.4.3. references to a statutory provision include any subordinate legislation made from time to time under that provision and include that statutory provision (including subordinate legislation) as modified or re-enacted from time to time;
- 2.4.4. words importing the masculine gender include the feminine and neuter genders and vice versa, the singular includes the plural and vice versa, and natural persons include artificial persons and vice versa, unless inconsistent with the context in which such words appear;
- 2.4.5. references to a "**person**" include a natural person, company, close corporation or any other juristic person or other corporate entity, a charity, trust, partnership, joint venture, syndicate, or any other association of persons;
- 2.4.6. references to a "**subsidiary**" or a "**holding company**" shall be references to a subsidiary or holding company as defined in the Companies Act 71 of 2008;
- 2.4.7. if a definition imposes substantive rights and obligations on a Party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;
- 2.4.8. any definition, wherever it appears in this Contract, shall bear the same meaning and apply throughout this Contract unless otherwise stated or inconsistent with the context in which it appears;
- 2.4.9. if there is any conflict between any definitions in this Contract then, for purposes of interpreting any clause of the Contract or paragraph of any Annexure, the definition appearing in that clause or paragraph shall prevail over any other conflicting definition appearing elsewhere in the Contract;
- 2.4.10. where any number of Days is prescribed, those Days shall be counted exclusively of the first and inclusively of the last day unless the last day falls on a day which is not a Business Day, in which event the last day shall be the next succeeding Business Day, unless inconsistent with the context in which it appears;
- 2.4.11. where the day upon or by which any act is required to be performed is not a Business Day, the Parties shall be deemed to have intended such act to be performed upon or by the next succeeding Business Day, unless inconsistent with the context in which it appears;
- 2.4.12. any provision in this Contract which is or may become illegal, invalid or unenforceable in any jurisdiction affected by this Contract shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability and shall be treated as having not been written (i.e. *pro non scripto*) and severed from the balance of this Contract, without invalidating the remaining provisions of this Contract or affecting the validity or enforceability of such provision in any other jurisdiction;
- 2.4.13. the use of any expression covering a process available under South African law (such as but not limited to a winding-up) shall, if any of the Parties is subject to the law of any other jurisdiction, be interpreted in relation to that Party as including any equivalent or analogous proceeding under the law of such other jurisdiction;

- 2.4.14. references to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;
- 2.4.15. the rule of construction that if general words or terms are used in association with specific words or terms which are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class (i.e. the *eiusdem generis* rule) shall not apply, and whenever the word "including" or "such as" is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given.
- 2.4.16. The expiration or termination of this Contract shall not affect such of the provisions of this Contract which are expressly provided to operate after any such expiration or termination, or which of necessity must continue to have effect after such expiration or termination, notwithstanding that the relevant provisions themselves do not provide for this.
- 2.4.17. Each of the provisions of this Contract has been negotiated by the Parties and drafted for the benefit of the Parties, and accordingly the rule of construction that the contract shall be interpreted against or to the disadvantage of the Party responsible for the drafting or preparation of the Contract (i.e. the *contra proferentem* rule), shall not apply

2.5. Special Conditions:

2.5.1. Standards – Clause 1.4 of the GCC

Failure to comply with the standards and specification as set out in the Tender document shall constitute a material breach of this Contract, in which case the Nama Khoi Municipality reserves the right to cancel the Contract.

2.5.2. Delivery and other documents – Clause 1.10 of the GCC

2.5.2.1 Nama Khoi Municipality will issue official purchase orders for the goods required under this Contract.

2.5.2.2 No goods should be delivered without an official purchase order that is addressed to the successful Bidder.

2.5.2.3 The relevant purchase order number must be reflected on every invoice.

2.5.2.4 No payments will be processed without an official purchase order.

2.5.2.5 The delivery address will be at the Commonage Taaibosmond / Soutvlei in Steinkopf (Please contact Mr Z Raymond for details)

2.5.3. Payment – Clause 1.16 of the GCC

A monthly payment cycle will be the norm. All invoices received for goods and services which are dated on or before the 20th of a particular month will typically be paid between the 23rd and 26th of the following month. The actual payment run dates will be dependent on the number of days in the month and be influence of public holidays.

2.5.4. Limitation of Liability- Clause 1.28 of GCC

Without detracting from, and in addition to, any of the other indemnities in this Contract, the supplier shall be solely liable for and hereby indemnifies and holds the municipality harmless against all claims, charges, damages, costs, actions, liability, demands and/or proceedings and expense in connection with:

- a) personal injury or loss of life to any individual;
- b) loss of or damage to the property of any individual;

arising from, out of, or in connection with the provision by the supplier in terms of this Contract, save to the extent caused by the gross negligence or wilful misconduct of the municipality.

The supplier and/or its employees, agents, concessionaires, suppliers, contractors or customers shall not have any claim of any nature against the municipality for any loss, damage, injury or death which any of them may directly or indirectly suffer, whether or not such loss, damage, injury or death is caused through the negligence of the municipality or its agents or employees.

Notwithstanding anything to the contrary contained in this Contract, under no circumstances whatsoever, including as a result of its negligent (including grossly negligent) acts or omissions or those of its servants, agents or contractors or other persons for whom in law it may be liable, shall any party or its servants (in whose favour this constitutes a *stipulatio alteri*) be liable for any indirect, extrinsic, special, penal, punitive, exemplary or consequential loss or damage of any kind whatsoever (whether the loss was actually foreseen or reasonably foreseeable) sustained by the other party, its directors and/or servants, including but not limited to any loss of profits, loss of operation time, corruption or loss of information and/or loss of contracts.

2.5.5. Notices – Clause 1.31 of the GCC

Nama Khoi Municipality will inform a successful Bidder in writing of the award.

2.5.6. Value Added Tax – Clause 1.32 of the GCC

Where a supplier, in the course of carrying on business, delivers taxable supplies exceeding R1 million, the supplier must be registered with the South African Revenue Service for value added tax (VAT) purposes. The supplier's attention is drawn to section 23 of the Value Added Tax Act, Act 89 of 1991. Failure to comply with Act 89 of 1991 shall constitute a material breach of the Contract.

It is a requirement of this Contract that the amount of VAT must be shown clearly on each invoice. The supplier's attention is drawn to section 40 of the Value Added Tax Act, Act 89 of 1991. The VAT registration number of Nama Khoi Municipality is **4890198585**.