



**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED SUBJECT TO AVAILABILITY OF FUNDING**

**TENDER NO: EDG/2026/01/004**

MASILONYANA LOCAL MUNICIPALITY	MASILONYANA LOCAL MUNICIPALITY
Contact for SCM: Name: Mr S Matobako Telephone. :077 388 9878 Email: smatobako@masilonyana.co.za	Contact for Technical: Name: Themba Mthimkulu Telephone: 067 908 9591 Email:technicaldirector@masilonyana.co.za
<b>Tenderer</b> .....	
<b>Registration Number:</b> .....	
<b>Total of the prices inclusive of Value Added Tax: R</b> .....	
<b>Amount in Words</b> .....	

**CLOSING DATE & TIME: 13 FEBRUARY 2026 @ 12:00 MIDDAY**

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MASILONYANA LOCAL MUNICIPALITY

DIRECTORATE: TECHNICAL SERVICES

TENDER NO: EDG/2026/01/004

**APPOINTMENT OF SERVICE PROVIDER TO PLAN AND IMPLEMENT ENERGY EFFICIENCY DEMAND SIDE MANAGEMENT (EEDSM) AND RENEWABLE ENERGY (RE) WITHIN MASILONYANA LOCAL MUNICIPALITY SUBJECT TO AVAILABILITY OF FUNDING FROM NATIONAL TREASURY**

MASILONYANA LOCAL MUNICIPALITY is inviting bidders to submit their bids for the APPOINTMENT OF SERVICE PROVIDER TO PLAN AND IMPLEMENT ENERGY EFFICIENCY DEMAND SIDE MANAGEMENT (EEDSM) WITHIN MASILONYANA LOCAL MUNICIPALITY

**There will be no briefing Session regarding this tender.**

Bid documents are obtainable from **03 February 2026** on e-tender portal and service providers may print the document at no cost.

**Bids must be sealed, clearly marked/written "TENDER NO. EDG/2026/01/004 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING"**

**Bids must** be deposited in the **TENDER BOX** located at 47 Le Roux Street, Theunissen,9410 not later than 13 February 2026, at 12:00 pm, where-after they will be opened in public. Please note that Faxed or E-mailed bids will not be accepted.

Bids will be evaluated on functionality, according to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000) and MASILONYANA LOCAL MUNICIPALITY supply chain management policy, 80/20 preference points will be applied to this tender.

MASILONYANA LOCAL MUNICIPALITY does not bind itself to accept the lowest or any bid, or to disclose any reasons for their decision. The municipality further reserves the right to accept the whole or share the bid should it deem fit.

Bidders that are not satisfied with the bidding process or issues relating to them, must submit complains within 14 days after the closing date of this bid.

All Procurement enquiries related to this bid must be directed to (Mr S Matobako) **on the following contact numbers** 077 388 9878.

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**Mr Mojalefa Matlole**  
**Municipal Manager**  
**MASILONYANA LOCAL MUNICIPALITY**  
**47 Le Roux Street, Theunissen, 9410.**

**PART A INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MASILONYANA LOCAL MUNICIPALITY)					
BID NUMBER:	EDG/2026/01/004	CLOSING DATE:	13 FEBRUARY 2026	CLOSING TIME:	12H00pm
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING				
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)

47 Le Roux Street, PO BOX 8, Theunissen, 9410

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:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. S Matobako		CONTACT PERSON	Mr. T Mthimkhulu	
TELEPHONE NUMBER	077 388 9878		TELEPHONE NUMBER	067 908 9591	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	smatobako@masilonyana.co.za		E-MAIL ADDRESS	<a href="mailto:technicaldirector@masilonyana.co.za">technicaldirector@masilonyana.co.za</a>	

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

**1. BID SUBMISSION:**

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.

1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE**

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.

2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.

2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.

2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONSULTANTS 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**

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**The following conditions will apply:**

- Bids must only be submitted on the original bid document provided by the MASILONYANA LOCAL MUNICIPALITY.
- Late, unsigned, or incomplete bids will not be accepted.
- Bidders must have the CIDB Grading of 5EP OR Higher.
- Tax pin from SARS must be provided (Municipality will verify tax status)
- Company’s latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
- Bidders must ensure that the company status is “In business” with the Company and Intellectual Property Commission (CIPC), the CK must therefore be submitted.
- Bidders must attach their Central Supplier Database (CSD) registration report/ supplier number.
- The use of correction fluid (i.e. tippex) or any erasable ink, e.g. pencil is prohibited
- The Bid must be properly signed by a person authorised to do so (a signed letter of authority on company letterhead must be submitted)
- Copy of Workmen’s Compensation Registration Certificate (or proof of payment of contributions in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993) – a Letter of Good standing certificate
- Proof of registration with the Department of Labour (DoL) as an Electrical Contractor
- Proof of Registration with SANEDI (South African National Energy Development Institute) as an Energy Services Company (ESCO)
- Certified ID copies of all Directors or Members of the bidding entity
- Bids submitted by persons in the service of government (national, provincial, local or SOCs’) will not be considered.

**Preferential Procurement Policy Framework ACT 2022 (PPPFA) Points will be evaluated based on the following criteria:**

**Stage 1:** Compliance, **Stage 2:** Functionality (with a minimum threshold of **70** points out of **100** points to be attained by bidder to be evaluated further on the next stage). **Stage 3:** Price and Specific goals (80/20), as indicated below: -

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Maximum Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	10
Outside the boundaries of Masilonyana but within the boundaries of Lejweleputswa Region	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	6
Outside of the boundaries of Lejweleputswa but within the Free State	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	4
<b>Maximum points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

- All MBD forms must be completed accurately (MBD1, MBD 3, MBD4, MBD 5, MBD6.1, MBD 7.1, MBD 7.2, MBD 8 and MBD 9).
- This bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.
- The MASILONYANA Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid or to withdraw the bid.

Failure to comply with these conditions will invalidate your offer.

## RETURNABLES DOCUMENTS

NO	DOCUMENT NAME	INCLUDED IN THE PUBLISHED BID DOCUMENT	RETURNABLE
1.	Have you submitted an original certified Tax Clearance Certificate/ SARS Pin?	No	Yes
2.	Have you submitted CSD Registration Report?	No	Yes
3.	Have you submitted copy of Company Registration	No	Yes
4.	Have you submitted the Business/ Company Profile	No	Yes
5.	Have you submitted copies of • Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).	No	Yes
6.	Have you submitted original certified ID copy(ies) of owner(s)/ Director(s)	No	Yes
7.	Have you submitted the certified copy of the Letter of Good Standing (Compensation for Occupational Injuries and Diseases Act 130 Of 1993) COIDA issued by the Dept of Labour	No	Yes
8.	Have you submitted the certified copy of the Engineer's Government Certificate of Competency (GCC) Certificate in terms of General Machinery Regulation 2 (GMR); Appointment of Competent Person(s) for Plant and Machinery; Section 43 of The Occupational Health And Safety Amendment Act issued by The Chief Inspector from The Department of Labour as a Certificated Electrical Engineer	No	Yes
9.	Have you submitted the certified copy of Proof of Registration as an Energy Services Company (ESCO) with South African National Energy Development institute (SANEDI)	No	Yes
10.	Have you submitted the certified copy of the Electrical Contractor Registration Certificate for the company registered with Dept. of Labour in terms of Regulation 6(4) of The Occupational Health and Safety Amendment Ac	No	Yes

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.

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

NAME OF BIDDER .....

POSTAL ADDRESS.....

STREET ADDRESS .....

TELEPHONE NUMBER (CODE) ..... NUMBER .....

CELLPHONE NUMBER.....

FACSIMILE NUMBER CODE ..... NUMBER.....

VAT REGISTRATION NUMBER .....

HAS AN ORIGINAL TAX CLEARANCE CERTIFICATE BEEN ATTACHED (MBD 2)? YES/NO

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS/SERVICES OFFERED BY YOU? YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER .....

DATE.....

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

TOTAL BID PRICE.....

TOTAL NUMBER OF ITEMS OFFERED.....

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

**Municipality / Municipal Entity:** MASILONYANA LOCAL MUNICIPALITY

**Department:** Supply Chain Management Unit

**Contact Person:** Mr S, Matobako

**Tel:** 077 388 9878

**eMail:** smatobako@masilonyana.co.za

**ANY EQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:**

**Contact Person:** Themba Mthimkhulu

**Tel:** 067 908 9591

**email:** technicaldirector@masilonyana.co.za

## 2. TERMS OF REFERENCE (TOR)

### **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED SUBJECT TO AVAILABILITY OF FUNDING**

- **GENERAL INFORMATION:**

#### **Purpose**

The Municipality is soliciting proposals from service providers (Consultants/Contractors)

#### **Submission of proposals**

A Single Envelope System will be used. Bidders must submit technical and financial proposals in one envelope marked clearly **MUNICIPAL MANAGER, MASILONYANA LOCAL MUNICIPALITY**, **TENDER NO. EDG/2026/01/004 “APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED SUBJECT TO AVAILABILITY OF FUNDING”**.

The sealed tenders must be deposited in the Tender Box of the Municipality on or before the closing date of 30 January 2026 where after they will be opened in public. Late proposals will not be accepted/considered as well as those submitted via facsimile or email.

Tender Document must be accompanied by:

- completed tender documents
- proof of registration with central supplier database
- technical proposal
- a company profiles,
- curriculum vitae of proposed members of the team,
- proof of registration with relevant authorities, and
- a valid tax clearance certificate.
- Municipal Rates or Lease Agreement
- B-BBEE status level Verification Certificates

Proposals must be signed by an authorized agent to bind the service provider to its provisions.

#### **Type of contract**

The contract will be a multiyear project for a maximum of 36 months subject to availability of funds from the Department of Minerals Resources and Energy (DMRE).

- **PROJECT BACKGROUND:**

The overall objective of the proposed project is to track and monitor progress against the national target for energy in the public sector through the implementation of energy saving interventions and the establishment of a comprehensive monitoring system.

Energy efficiency is widely recognized as the most fundamental short-run imperative for rapid, ambitious and cost-effective, least-polluting and readily available energy sources. More than half of the electricity-sector related carbon emissions reduction target and the coming twenty year could be achieved through energy efficiency.

Efficiency can enhance the competitiveness of economies while helping to alleviate energy poverty as energy becomes more available. Energy productivity gains will lower the cost for the economy as a whole, enhance the supply security and reduces the need to develop new sources of energy supply to serve those without access to modern energy services for health and education enhancement. Accelerated energy efficiency can also

create attractive green jobs and businesses.

As a commitment to this process, government published in 2005 the National Energy Efficiency Strategy that set a target of 12% Energy Demand Reduction to be achieved by 2015. In addition, the Department of Energy's approved 2012 Plan for the next three years, which requires national energy savings from implemented Energy Efficiency and Demand Side Management (EEDSM) measures across all sector including the public sector. The Municipal Energy Efficiency Project, making part of the EEDSM program, is to assist the Department of Energy in implementing energy efficiency projects in municipalities that will contribute towards the achievement of these targets, and also to provide an energy efficiency base line for the next financial year.

In the light of the above, the South African Government through the Department of Energy has embarked on a process of developing and implementing the National energy efficiency strategy, Energy Efficiency Tax Incentive Scheme, Energy Management Systems and Standards, and Energy Efficiency Monitoring System. This overall target is based on sectorial targets from the residential section (10%), industrial and mining sector (15%), commercial and public buildings (15%), power generation (15%), and transport (9%). Although a variety of energy efficiency measures have been introduced since 2005, monitoring and quantification of energy savings has been a challenge.

In addition, various sector energy efficiency improvement programs have been implemented, namely the Municipal Energy Efficiency Program, the Public Building Energy Efficiency Program, Industrial Energy Efficiency Program, and the other initiatives led by the private sector.

- **DESCRIPTION OF SCOPE OF WORKS**

Proposals for the provision of Energy Management services are requested for planning, preliminary design, detailed design, drafting installation specification, installation, monitoring, reporting, supervision, monitoring and successful completion of the Energy Efficiency and Demand Side Management project. Proposals are requested for the appointment of the rendering of full professional services for the electricity department within the boundaries of MASILONYANA LOCAL MUNICIPALITY

The bidder shall serve as the Service Provider as well as an occupational health and safety officer for the project.

- **OBJECTIVE**

The purpose of this document is to invite tenders from suitably qualified and experienced Energy Management Companies to provide turn-key solution for the design and implementation of Energy Efficiency Demand Side Management (EEDSM) program on behalf of the municipality.

- **LOCATION OF WORKS**

The project is located in and around the jurisdiction of MASILONYANA LOCAL MUNICIPALITY for the following municipal infrastructure:

- Street Lighting and High Mast Public lighting
- Municipal buildings/facilities
- Municipal water and waste water treatment plants

The exact location of the project and selected infrastructure will be specified subject to discussion between the municipality and the successful bidder upon appointment.

- **LEVEL OF SERVICES**

The duties to be performed by the Service Provider are to do planning, investigate, design & assessment, provide normal service and/or additional services necessary for the execution and implementation of the EEDSM project. This project also includes liaison with relevant council officials and other stakeholders.

The services will be as defined in the Engineering Council of South Africa (ECSA), Guideline Scope of Services and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act, 2000, (Act No. 46 of 2000).

The engineering service are described in the afore-mentioned guideline document, comprises mainly of the following stages:

Stage 1 – Inception which includes:

- Establishing the project requirements, preferences and options.
- Preparing project brief, including project objectives, priorities & constraints integrating assumptions and outlining strategies.

Stage 2 – Concept and viability which includes:

- Establishing the project brief in line with the municipality/DoE requirements, objectives and priorities.
- Preparing preliminary design to outline the project scope, scale and function in accordance with the project brief

Stage 3 – Design development which includes:

- Incorporate the municipality/DMRE's requirements into the finalized design, outline design specifications, cost plan, financial viability and program for the project
- Submit all documentations for approval.

Stage 4 – Documentation and procurement which includes:

- Prepare procurement and construction documentation including working drawings where necessary.
- Administration of procurement procedure for effective and timeous procurement of goods/materials and services

Stage 5 – Contract administration and inspection which includes:

- Manage, administer and monitor the construction contract and processes that includes acting as OHS agent for the municipality
- Coordination of procedure and documentation to facilitate practical completion of the works

Stage 6 – Project Closure which includes:

- Completing all project closure processes including preparation of all necessary documentation to facilitate effective completion, hand-over and operation of the project

In addition to the above bullet points, the appointed Service Provider will be responsible for the selection and implementation of the energy efficiency technologies.

- **Minimum Requirements**

Bidders must supply MASILONYANA LOCAL MUNICIPALITY with the below-mentioned minimum requirements; failing to provide these requirements shall constitute automatic disqualification.

- A comprehensive technical proposal (Project implementation plan with clear activities, milestones, timelines, deliverables, detailed description of the services, technologies and systems being offered including installation guarantees, warranties, efficiency of the technologies, detailed project costs).
- Certified copies of ID document for company directors
- Certified copy of company registration/founding statement/CIPC
- Certificate of Authority for Signatory
- A valid Tax status Pin issued by the South African Revenue Services. All parties in the Joint Ventures (JV's)
- Joint Venture Agreement and Power of Attorney, in case of Joint Venture
- Company's latest and Valid Municipal Rates and Taxes that is not more than 90 days outstanding, and (in the case of a lease agreement, bidders must attach both the lease agreement as well as the latest and valid municipal rates and taxes of the landlord that is not more than 90 days outstanding).
- Proof of CSD Registration Report which is Valid/Compliant from the date of availability of tender document.
- The bidder must provide a Valid Letter of Good Standing (COIDA).

- Curriculum Vitae of the lead employee(s);
- Testimonials from previous clients with contactable References;
- Proof of registration with the Department of Labour (DoL) as an Electrical Contractor
- Proof of Registration with SANEDI (South African National Energy Development Institute) as an Energy Services Company (ESCO)
- All MBD forms must be completed accurately (MBD1, MBD 3.1, MBD4, MBD 5, MBD6.1, MBD 7.1, MBD 7.2 MBD 7.3, MBD 8 and MBD 9).
- The document must be completely filled in Black Ink & corrections are countersigned.
- Tenderers are advised to ensure that their documents are completed in full as incomplete tender documents will lead to disqualification.

### **Conditions for Evaluation of Bid Proposals**

MASILONYANA LOCAL MUNICIPALITY shall evaluate submitted proposals based on the strength of the service provider's technical abilities and the responsiveness of the proposals to assist the municipality in successfully implementing Energy Efficiency Demand Side Management within MASILONYANA LOCAL MUNICIPALITY

Overall Quality of proposal: proposals must meet the scope and needs of the municipality and be presented clearly

Previous Experience: Bidders will be evaluated on examples of the work previously done through appointment letters, completion certificates or reference letters

Technical expertise: Bidders must provide the expertise and experience of staff to be assigned to the project

Value and cost: Bidders will be evaluated on the cost structure of their solutions based on the work to be performed in accordance with the scope of this project.

The proposals shall be taken through the preliminary evaluation process to determine their responsiveness and whether they are accepted or disqualified. MASILONYANA LOCAL MUNICIPALITY shall disqualify proposals that do not meet the minimum requirements set and will not be evaluated for technicality and for further purposes.

Total score = 100 points. Any proposal that scores less than 70 points shall be disqualified and shall not be evaluated further. An 80/20 preference points scoring system shall apply.

### **Evaluation criteria**

All proposals/ bids that will qualify (accepted) during the preliminary evaluation stage shall be evaluated for functionality. The functionality evaluation criterion shall be as follows:

#### Functionality (**Total points 100**)

Description Of Quality Criteria	Maximum Possible points
Overall Quality of the Technical proposal	35
Company Experience	30
Technical expertise	20
Monitoring and Maintenance Plan	15
<b>Total Maximum Evaluation Points</b>	<b>100</b>

N.B: Bidders must score at least minimum of 70 points on functionality or 70% in order to be evaluated further.

FUNCTIONALITY	DESCRIPTION	POINTS
1. Overall Quality of the Technical proposal	<p>Clear presentation of the proposals that meet the scope and needs of the municipality (Project methodology and implementation plan with clear activities, milestones, timelines, deliverables, detailed description of the services, technologies and systems being offered including installation guarantees, efficiency of the technologies, detailed project costs, etc...).</p> <ul style="list-style-type: none"> <li>a) Excellent = 35 points</li> <li>b) Good = 20 points</li> <li>c) Fair = 15 points</li> <li>d) Poor = 0 points</li> </ul>	35
2. Company Experience	<p>Portfolio of evidence supporting previous involvement in providing similar services. (Attach Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters as proof of experience on similar projects)</p> <ul style="list-style-type: none"> <li>a) 8 or more Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar projects =30 points</li> <li>b) 6 to 7 Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar projects =20 points</li> <li>c) 4 to 5 Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar projects =15 points</li> <li>d) 2 to 3 Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar projects =10 points</li> <li>e) 1 Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar project =5 points</li> <li>f) 0 Appointment Letters/stamped purchase orders with Completion Certificates/Reference Letters on similar projects =0 points</li> </ul>	30
3. Technical expertise	<p>Attach CV's and Qualifications of key personnel to be involved in the project.</p> <ul style="list-style-type: none"> <li>○ <b>ECSA Registered Engineer = (5 points)</b></li> </ul> <p>Minimum Qualifications: BSc/Btech Electrical/Mechanical Engineering  Professional registration: ECSA registration as Professional Engineer  Minimum Experience in similar work: 3 years</p> <ul style="list-style-type: none"> <li>○ <b>Certified Measurement &amp; Verification Professional CMPP = (5 points)</b></li> </ul>	20

	<p>Measuring and Verification Professional (CMVP) qualifications accredited with Association of Energy Engineers (AEE) Minimum Experience in similar work: 3 years</p> <ul style="list-style-type: none"> <li>○ <b>Project Manager = (5 points)</b></li> </ul> <p>Minimum Qualifications: Project Management Certificate/Diploma Professional registration: Project Management South Africa Minimum Experience in similar work: 3 years</p> <ul style="list-style-type: none"> <li>○ <b>Certified Energy Manager (CEM) = (5 points)</b></li> </ul> <p>Certificate of competency qualifications accredited with Association of Energy Engineers (AEE) as a Certified Energy Manager (CEM)</p>	
4. Monitoring and Maintenance Plan	Provide a clear detailed 3-year maintenance plan for all the proposed Energy Efficiency Demand Side Management measures	15
<b>Total Points</b>		<b>100</b>
<b>Minimum Threshold</b>		<b>70</b>

### 3. SPECIAL CONDITIONS OF CONTRACT

1. Tenders are hereby invited to submit proposals for professional and constructions services providers to assist the municipality.
2. Price(s) of the bid, which must be firm and VAT inclusive, must be valid for at least ninety (90) days from date of your offer.
3. The successful service provider, who must be registered as a service provider with the applicable professional body, will be the one scoring the highest points.
4. The successful service providers must provide clearance from the where municipality they are based indicating that they are not in arrears regarding their respective municipal services accounts.
5. Bidders must initial all the pages of the Bid document and sign the Bidder particulars page in full.
6. Bidders must complete the original Bid document in black ink, and notice must be taken that tip-ex may not be used in the document.
7. The original Bid document must be submitted together with the Technical Proposal.
8. The transaction shall be subject to any stipulations in any Act, Ordinance or By-law pertaining thereto.
9. No proposals by any person that is not competent to enter into an agreement will be considered and if it is established that it is the case, the contract agreement in this regard will be considered null and void by Council.

Disputes must be settled by means of mutual consultation, mediation (with or without legal representation) or when unsuccessful, in a South African court of law on an attorney and client scale.

Should any legal action be deemed necessary to determine any aspect arising out of these conditions or to enforce any rights in terms of these conditions, then and in that event the parties hereto agree categorically to the jurisdiction of the Magistrate's Court to hear such action and to pass judgment notwithstanding the fact that the cause of action is beyond the jurisdiction of the Court: Provided always that Council shall have the right in its sole discretion to take action in any competent higher court in any matter exceeding the ordinary jurisdiction of the Magistrate's Court.

**Council reserves the right to accept any cost proposal in a tender submitted or part thereof and will not be obliged to accept the lowest tender price submitted in a tender OR any cost proposal submitted.**

**MBD 3.1**

**DECLARATION OF SERVICE PROVIDER 'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

This Municipal Tendering Document must form part of all Tenders invited. It serves as a declaration to be used by municipalities and municipal entities in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.

The Tender of any Service Provider may be rejected if that Service Provider, 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;
- Will fully neglected, reneged on or failed to comply with any government, municipal or other public sector Tender 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).

Item	Question	Yes	N
4.1	Is the Service Provider or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes	N
4.1.1	If so, furnish particulars:		
4.2	<b>Is the Service Provider or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</b> (To access this Register enter the National Treasury's website, <a href="http://www.treasury.gov.za">www.treasury.gov.za</a> , click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445).	Yes	N
4.2.1	If so, furnish particulars:		

Item	Question	Yes	No
4.3	Was the Service Provider 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 <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	<b>Does the Service Provider 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?</b>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any Tender between the Service Provider 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 Tender?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....

Signature

.....

Date

.....

Position

.....

Name of Service Provider

**DECLARATION OF INTEREST**

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

<p>3.9</p> <p>3.9.1</p>	<p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.10</p> <p>3.10.1</p>	<p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.11</p> <p>3.11.1</p>	<p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person: .....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

<p>3.12</p> <p>3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p>	<p><b>YES / NO</b></p>
	<p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	
<p>3.13</p> <p>3.13.1</p>	<p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member:</p> <p>.....</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution: .....</p> <p>Any other particulars: .....</p> <p>.....</p>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<p>Do you or any of the directors, trustees, managers, principle shareholders, or stakeholders of this company have any interest in any other related companies or business whether or not they are bidding for this contract?</p> <p>If yes, furnish particulars:</p> <p>.....</p> <p>.....</p>	<p><b>YES / NO</b></p>

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

**THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:**

Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (VAT INC.)**

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

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

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

.....

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

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

2.2. If yes, provide particulars.

.....

.....

\* Delete if not applicable

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

3.1. If yes, furnish particulars

.....

.....

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

If yes, furnish particulars

.....

**CERTIFICATION**

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

.....

Signature

.....

Date

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).
- This tender will be evaluated on 80/20 preference points system.

1.2 To be completed by the organ of state

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
<b>TOTAL POINTS</b>	<b>100</b>	<b>0</b>

Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

**2. DEFINITIONS**

**“Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen:

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of

1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (“the interim Constitution”), and/or

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

**80/20**

**or**

**90/10**

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

**Table 1: Specific goals for the tender and points claimed are indicated per the table below. (Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

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

<b>CATEGORY</b>	<b>VERIFICATION METHOD</b>	<b>WEIGHTING</b>
<b>HDI/Designated groups</b>		
Black – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	51 percent > = 3
Women – owned	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	30 percent > = 3
Youth	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
People living with disabilities	Certified Company Registration Certificate and Certified ID Copy, CSD Report.	2
<b>Total Points for HDI/Designated groups</b>		<b>10</b>
<b>Local area of supplier</b>		
Within the boundaries of Masilonyana Local Municipality	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	<b>10</b>
Within the boundaries of Lejweleputswa Region	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	<b>6</b>
Outside of the boundaries of Lejweleputswa but within the Free State	Company’s municipal rates and taxes OR lease agreement together with the Landlord’s municipal rates to be submitted by the Lessee.	<b>4</b>
<b>Total points for locality</b>		<b>10</b>
<b>TOTAL SPECIFIC Goals</b>		<b>20</b>

**DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3. Name of company/firm.....

4.4. Company registration number: .....

**4.5. TYPE OF COMPANY/ FIRM: [TICK APPLICABLE BOX]**

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

State Owned Company

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded because of points claimed as shown in paragraphs 1.4 and 4.2, the Consultant may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses, or damages it has incurred or suffered because of that person's conduct.
  - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or Consultant, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

.....  
**SIGNATURE(S) OF TENDERER(S)**  
  
**DATE** .....

**ADDRESS:** .....

WITNESSES  
1.....  
  
2. ....

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**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 services described in the attached bidding documents to (name of institution)... in accordance with the requirements and specifications stipulated in bid number..... 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
- ii. Proof of Tax Compliance Status;
- iii. Pricing schedule(s);
- iv. Technical Specification(s);
- v. Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- vi. Declaration of interest;
- vii. Declaration of bidder's past SCM practices;
- viii. Certificate of Independent Bid Determination;
- ix. Special Conditions of Contract;
- x. General Conditions of Contract; and
- xi. Other (specify)

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 fulfilment 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 .....

<b>WITNESSES</b>	
1	.....
2.	.....

**MBD 7.1**

**CONTRACT FORM - PURCHASE OF GOODS/SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

<b>NO.</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>BRAND</b>	<b>DELIVERY PERIOD</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



WITNESSES	
1.	..... ....
2.	.....

**MBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... 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 date of the bid.

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

- (i) Bidding documents, viz
- (ii) Invitation to bid;
- (iii) Proof of tax compliance status;
- (iv) Pricing schedule(s);
- (v) Filled in task directive/proposal;
- (vi) Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
- (vii) Declaration of interest;
- (viii) Declaration of Bidder's past SCM practices;
- (ix) Certificate of Independent Bid Determination;
- (x) Special Conditions of Contract;
- (xi) General Conditions of Contract; and

(xii) Other (specify)

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 services 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 fulfilment 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 .....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

- 1. I ..... in my capacity  
as..... accept your bid under reference number  
.....dated.....for the rendering of services indicated hereunder and/or  
further specified in the annexure(s).
- 2. An official order indicating service delivery instructions is forthcoming.
- 3. I undertake to make payment for the services rendered in accordance with the terms and  
conditions of the contract, within 30 (thirty) days after receipt of an invoice.

	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
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 <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

MASILONYANA LOCAL MUNICIPALITY

(Name of Municipality / Municipal Entity)

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

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

(Name of Bidder)

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

(f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## BILL OF QUANTITIES

MASILONYANA LOCAL MUNICIPALITY				
APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING				
SECTION 1: PRELIMINARY AND GENERAL				
ITEM	DESCRIPTION	UNIT	QTY	RATE (ZAR)
1	<b>PRELIMINARY AND GENERAL TASKS:</b>			
1.1	<b>Compliance With OHS And Contract Conditions</b>  Safety File, Inductions, Insurances, etc	Sum	1	
1.2	<b>Site Establishment</b>  Allow for site establishment, all associated services and for storage of plant, project board, crane hiring, materials and equipment including protection of the material, Transport	Sum	1	
1.3	<b>Project Planning</b>  Compilation of Energy Consumption Baseline Reports, Business Plan and Work Plans	%	1	Maximum 7%
1.4	<b>Project Management</b>  Recruitment of Local Technicians	%	1	Maximum 5%
1.5	<b>Capacity Building and Training</b>  Development of capacity building and training plan for local technicians	%	1	Maximum 1%
1.6	<b>Energy Efficiency Awareness Campaigns</b>  Development of a municipal energy efficiency awareness plan	%	1	Maximum 1%
1.7	<b>Metering &amp; Online Monitoring</b>	%	1	Maximum 8%
	<b>TOTAL FOR SECTION 1: PRELIMINARY TO SUMMARY</b>		<b>Amount Carried Forward</b>	<b>R</b>

## MASILONYANA LOCAL MUNICIPALITY

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND WHEN REQUIRED FOR 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING

### SECTION 2: SUPPLY AND INSTALLATION

ITEM	DESCRIPTION	TASK	UNIT	QTY	RATE (ZAR)
2	<b>SUPPLY AND INSTALLATION</b>				
	<b>NOTE:</b>				
	The complete electrical installations shall comply with the SANS10142 - 1:2003 - for the Wiring of Premises. All electrical equipment shall comply with the latest and relevant SANS/IEC Standards. Type Test Reports/Certification and Technical Datasheets of equipment must be submitted as part of the tender submission.				
2.1	30W LED Streetlight (100-277V AC. 4100 Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.2	50W LED Streetlight (100-277V AC. 7000 Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.3	60W LED Streetlight (100-277V AC. 7000 Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.4	110W LED Streetlight (100-277V AC. 14000 Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.5	180W LED Streetlight (100-277V AC. 24000 Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.6	200W LED Floodlight (100-277V AC. 32000 Lm. 4000K. Medium Beam)	Supply	No	1	
		Install	No	1	
2.7	400W LED Floodlight (100-277V AC. 64000 Lm. 4000K. Medium Beam)	Supply	No	1	
		Install	No	1	

2.8	20W Solar Streetlight (c/w 60W Solar Panel. 36AH. 12V Lithium Battery. 12 hour run time on full charge. 3000Lm. 4000K. Type II)	Supply	No	1	
		Install	No		1
2.9	40W Solar Streetlight (c/w 120W Solar Panel. 50AH Lithium Battery12V. 12 hour run time on full charge. 6000Lm. 4000K. Type II)	Supply	No	1	
		Install	No	1	
2.10	9W T8 LED Tube (600mm. 230V AC. 1170 Lm. 4000K)	Supply	No	1	
		Install	No	1	
2.11	18W T8 LED Tube (1200mm. 230V AC. 2400 Lm. 4000K)	Supply	No	1	
		Install	No	1	
2.12	24W T8 LED Tube (1500mm. 230V AC. 3200 Lm. 4000K)	Supply	No	1	
		Install	No	1	
2.13	5 kWp PV, Grid-tie, roof mount (complete system) excluding battery storage	Supply & Install	No	1	
2.14	12 kWp PV, Grid-tie, roof mount (complete system) excluding battery storage	Supply & Install	No	1	
2.15	50 kWp PV, Grid-tie, Carport Structure (complete system) including 50kWh battery storage	Supply & Install	No	1	
2.16	50 kWp PV, Grid-tie, Carport Mount Structure (complete system) excluding battery storage	Supply & Install	No	1	
2.17	100 kWp PV, Grid-tie, Ground Mount Structure (complete system) excluding battery storage	Supply & Install	No	1	
2.18	100 kWp PV, Grid-tie, Ground Mount Structure (complete system) including 100kWh battery storage	Supply & Install	No	1	
2.19	10kWh, 48V DC lithium Ion Battery storage for Solar PV	Supply & Install	No	1	
2.20	0,5KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	
2.21	1,1KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	

2.22	1,5KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	
2.23	2,2KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	
2.24	3KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	
2.25	4KW Motor 3ph IE3	Supply	no	1	
		Install	no	1	
2.26	5.5KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.27	7.5KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.28	11KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.29	15KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.30	18.5KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.31	22.5KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.32	30KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.33	37KW Motor. 3ph. IE3	Supply	no	1	

		Install	no	1	
2.34	45KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.35	55KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.36	75KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.37	110KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.38	160KW Motor. 3ph. IE3	Supply	no	1	
		Install	no	1	
2.39	15KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.40	18KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.41	22KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.42	30KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.43	37KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.44	45KW VSD 3ph	Supply	no	1	
		Install	no	1	

2.45	55KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.46	75KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.47	110KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.48	160KW VSD 3ph	Supply	no	1	
		Install	no	1	
2.49	Miscellaneous (cabling, clamps, and other accessories) for Motors	Supply	no	1	
		Install	no	1	
2.50	Miscellaneous (cabling, clamps, and other accessories) for VSDs	Supply	no	1	
		Install	no	1	
2.51	9000 BTU Interter Split Type AirConditioner	Supply & Install	no	1	
2.52	12000 BTU Interter Split Type AirConditioner	Supply & Install	no	1	
2.53	18000 BTU Interter Split Type AirConditioner	Supply & Install	no	1	
2.54	24000 BTU Interter Split Type AirConditioner	Supply & Install	no	1	
2.55	30000 BTU Interter Split Type AirConditioner	Supply & Install	no	1	
2.56	PLC Control Panel (incl. power supply, UPS)...(Enclosed control panel with industrial-grade PLC (Siemens/Schneider/AB/Equivalent), power supply, fuses, and UPS backup)	Supply & Install	no	1	
2.57	HMI Interface...(7" – 10" touchscreen panel with plant visualisation and alarm status)	Supply & Install	no	1	
2.58	SCADA SYSTEM...(Centralised SCADA software for supervisory monitoring, reporting, remote login)	Supply & Install	no	1	
2.59	Level Sensors...(Ultrasonic or radar-type level sensors in sump/pump stations)	Supply & Install	no	1	

2.60	Flow Sensors...(Electromagnetic or ultrasonic flow meters inline with pump outlets)	Supply & Install	no	1	
2.61	DO Sensors (aeration tanks)...(Online dissolved oxygen sensor with 4-20 mA output)	Supply & Install	no	1	
2.62	Control Logic...(Must include auto/manual override, scheduling, PID tuning, fault detection, interlocks)	Supply & Install	no	1	
2.63	Motor Starters & MCC...(Combination starters (DOL or Soft Starter); Switch gear; full motor protection)	Supply & Install	no	1	
2.64	Combination starters (DOL or Soft Starter where VSDs not used); full motor protection	Supply & Install	no	1	
2.65	AC Cabling and Trunking...(Industrial cable management (SWA cables, glands, trunking)	Supply & Install	no	1	
2.66	Fieldbus Cabling and Trunking...(digital communication management system	Supply & Install	no	1	
2.67	Commissioning & Testing...(Site testing, simulation of conditions, operator training)	Supply & Install	no	1	
	Post Installation Monitoring and Maintenance (12 months period)	Supply & Install	no	1	
	<b>TOTAL FOR SECTION 3: SUPPLY AND INSTALLATION TO SUMMARY</b>	<b>Amount Carried Forward</b>			<b>R</b>

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**MASILONYANA LOCAL MUNICIPALITY**

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY, DELIVERY, RETROFIT AND  
COMMISSIONING OF ELECTRICAL EQUIPMENT AT TARGETED MUNICIPAL INFRASTRUCTURE AS AND  
WHEN REQUIRED FOR 36 MONTHS SUBJECT TO AVAILABILITY OF FUNDING

**SUMMARY**

BROUGHT FORWARD FROM SECTION NO.	DESCRIPTION	AMOUNT
Section 1	PRELIMINARY AND GENERAL	R
Section 2	SUPPLY AND INSTALLATION	R
<b>TOTAL: SECTION 1 + SECTION 2</b>		R
<a href="#">VAT@ 15%</a>		R
<b>GRANT TOTAL</b>		R

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## **CONDITIONS OF CONTRACT**

**GENERAL CONDITIONS OF CONTRACT** published by the National Treasury, together with the municipality's Special Conditions of Contract.

### **1. DEFINITIONS**

#### **TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP) In the Contract, the following words and expressions shall have the meanings indicated, except where the context otherwise requires. Defined terms and words are signified in the text of the Contract by the use of capital initial letters.

#### **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

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- 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7. "Day" means calendar day.
  - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplied bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
  - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
  - 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
  - 1.14. "GCC" means the General Conditions of Contract.
  - 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
  - 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
  - 1.17. "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
  - 1.18. "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
  - 1.19. "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
  - 1.20. "Project site," where applicable, means the place indicated in bidding documents.
  - 1.21. "Purchaser" means the organization purchasing the goods.
  - 1.22. "Republic" means the Republic of South Africa.

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- 1.23. "SCC" means the Special Conditions of Contract.
  - 1.24. "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
  - 1.25. "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to 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](http://www.treasury.gov.za)

## **4. Standards**

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

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

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

## **6. Patent rights**

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

## **7. Performance security**

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

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

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

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## **9. Packing**

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

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

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

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

## **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:

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- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

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

## **16. Payment**

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

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2. In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods,

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works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3. Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5. Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6. If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i the name and address of the supplier and / or person restricted by the purchaser;
- ii the date of commencement of the restriction
- iii the period of restriction; and
- iv the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

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

24.1. When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or 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 rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

27.1. If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3. Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5. Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1. Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.

### **33. National Industrial Participation (NIP) Programme**

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.