PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (LANGEBERG MUNICIPALITY)					
BID NUMBER:	**TENDER 30/2022**	**CLOSING DATE:**	**18 NOVEMBER 2022**	**CLOSING TIME:**	**12H00**
DESCRIPTION	**SUPPLY, DELIVERY AND INSTALLATION OF STANDBY POWER GENERATORS**				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BOX SITUATED AT

LANGEBERG MUNICIPAL OFFICES					
28 MAIN ROAD					
ASHTON					
6715					
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FAX NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX INCOME NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		**AND**	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE **IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER PART B:3]	
TOTAL NUMBER OF ITEMS OFFERED			**TOTAL BID PRICE VAT INCLUSIVE**	**R**	
SIGNATURE OF BIDDER	……		**DATE**		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		**TECHNICAL INFORMATION MAY BE DIRECTED TO:**	
DEPARTMENT	SCM	CONTACT PERSON	Zaine Prins
CONTACT PERSON	Sabelo NGCONGOLO	TELEPHONE NUMBER	023 615 8000
TELEPHONE NUMBER	023 615 8000	FAX NUMBER	023 615 1563
FAX NUMBER	023 615 1563	E-MAIL ADDRESS	zprins@langeberg.gov.za
E-MAIL ADDRESS	sngcongolo@langeberg.gov.za		

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

PART B - TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

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

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

1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

2. TAX COMPLIANCE REQUIREMENTS

2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.

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

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

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

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

2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.

2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

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

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

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

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

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

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

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

SIGNATURE OF BIDDER: ……

CAPACITY UNDER WHICH THIS BID IS SIGNED: ……

DATE: ……...

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

TENDER NO. 30/2022: SUPPLY, DELIVERY, AND INSTALLATION OF STANDBY POWER GENERATORS

Tenders are hereby requested for the Supply, Delivery and Installation of Standby Power Generators as specified in the bid document. Completed Bids, in sealed envelopes, clearly marked "**TENDER NO. 30/2022: SUPPLY, DELIVERY AND INSTALLATION OF STANDBY POWER GENERATORS"** should be placed in the tender box, at the Langeberg Municipal Office, 28 Main Road, Ashton not later than **12:00 on 18 November 2022** when the Bids will be opened in public. Late, faxed or e-mailed tenders will not be considered.

A compulsory site meeting will be held at **10:00 on 02 NOVEMBER 2022** at the **FIRST VENUE AS LISTED BELOW**.

1st Venue **Ashton Municipal Offices** **28 Main Road, Ashton, 6715**	2nd Venue **Ashton Traffic Offices** **Abattoir Road, Industrial Area, 6715**	3rd Venue **Ashton Call Centre Offices** **02 De Wet Street, Ashton, 6715**
4th Venue **Ashton Train Bridge Sewer Pumpstation** **Main Road, Ashton, 6715**	5th Venue **Robertson Water Treatment Works** **Richter Street, Robertson, 6705**	

Tenderers must be registered with the CIDB in a class of construction works and have a grading designation equal to or higher than that determined in accordance with the sum tendered or a value determined in accordance with regulation 25 (7A) of the Construction Industry Development Regulations, 2004. It is estimated that tenderers will need a grading designation of EP2 and EB 2 or higher.

PLEASE NOTE:
The official Bid document must be fully completed in black ink and bound.
Supporting documents must be submitted separately and must be stapled or bound.
Only goods and services applicable to local production and content will be considered.

Industry/sector/subsector	Minimum Threshold for Local Content
Electrical and telecom cables	**90%**
PVC PIPES	**100%**
CEM I, II	**100%**

The lowest, or any tender, will not necessarily be accepted and council reserves the right to accept any tender. Tenders will be evaluated according to the Council's Supply Chain Management Policy and the 80/20 Preference Point system. The Supply Chain Management Policy can be viewed at Municipal Offices or www.langeberg.gov.za

Tender documents are available from **28 OCTOBER 2022**, on the Langeberg Municipal website: www.langeberg.gov.za

Please refer written enquiries to Mr. Z Prins at zprins@langeberg.gov.za

MUNICIPAL MANAGER
Private Bag X2
Ashton,6715

TABLE OF CONTENTS

	CONTENT	PAGE NO
	PART A INVITATION TO BID	**1**
	PART B - TERMS AND CONDITIONS FOR BIDDING	**2**
	ADVERTISEMENT	**3**
	TABLE OF CONTENTS	**4**
1	GENERAL CONDITIONS OF CONTRACT	**5**
2	SPECIAL TENDER CONDITIONS	**16**
3	DECLARATION OF "IN THE SERVICE OF THE STATE"	**20**
4	MUNICIPAL SERVICE ACCOUNT	**21**
5	PRICING SCHEDULE – FIRM PRICES **(MBD 3.1)**	**22**
6	DECLARATION OF INTEREST (**MBD 4)**	**23**
7	PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 **(MBD 6.1)**	**27**
8	CONTRACT FORM - PURCHASE OF GOODS/WORKS **(MBD 7.1)**	**32**
9	CONTRACT FORM - PURCHASE OF GOODS/WORKS **(MBD 7.1)** **PART 2 (TO BE FILLED IN BY THE PURCHASER)**	**34**
10	DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES **(MBD 8)**	**35**
11	CERTIFICATE OF INDEPENDENT BID DETERMINATION **(MBD 9)**	**37**
12	CERTIFICATE OF INDEPENDENT BID DETERMINATION **(MBD 9)** **FORM TO BE COMPLETED**	**38**
13	CODE OF CONDUCT FOR SUPPLIERS	**40**
14	TECHNICAL SPECIFICATIONS	**43**
15	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS **(SBD 6.2)**	**72**
16	LOCAL CONTENT DECLARATION	**74**
	ANNEXURE C	**76**
	ANNEXURE D	**77**
	ANNEXURE E	**78**
17	CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)	**79**
18	CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT	**83**

LANGEBERG MUNICIPALITY MASIPALA

1. GENERAL CONDITIONS OF CONTRACT

1.1. Definitions:

The following terms shall be interpreted as indicated

1.1.1. **"Closing time"** means the date and hour specified in the bidding advertisement for the receipt of bids.

1.1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.1.6. **"Country of origin"** means the place where 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.

1.1.7. **"Day"** means calendar day.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

1.1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.

1.1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.

1.1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.1.11. **"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.

1.1.12. **"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.

1.1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.1.14. **"GCC"** means the General Conditions of Contract.

1.1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.1.16. **"Imported content"** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.1.17. **"Local content"** means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.1.18. **"Manufacture"** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.1.19. **"Order"** means an official written order issued for the supply of goods or works or the rendering of a service.

1.1.20. **"Project site,"** where applicable, means the place indicated in bidding documents.

1.1.21. **"Purchaser"** means the organization purchasing the goods.

1.1.22. **"Republic"** means the Republic of South Africa.

1.1.23. **"SCC"** means the Special Conditions of Contract.

1.1.24. **"Services"** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.1.25. **"Supplier"** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

LANGEBERG MUNICIPALITY MASIPALA

1.1.26. **"Tort"** means in breach of contract.

1.1.27. **"Turnkey"** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.1.28. **"Written"** or **"in writing"** means hand-written in ink or any form of electronic or mechanical writing.

1.2. Application

1.2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

1.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

1.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply

1.3. General

1.3.1. 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 nonrefundable fee for documents may be charged

1.3.2. Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

1.4. Standards

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

1.5. Use of contract documents and information inspection

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

1.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

1.5.3. 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.

1.5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

LANGEBERG MUNICIPALITY

1.6. Patent Rights

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

1.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

1.7. Performance security

1.7.1. Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

1.7.2. The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

1.7.3. 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:

1.7.4. 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 a cashier's or certified cheque

1.7.5. 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.

1.8. Inspections, tests and analyses

1.8.1. All pre-bidding testing will be for the account of the bidder.

1.8.2. If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

1.8.3. If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

1.8.4. If the inspections, tests and analyses referred to in clauses 1.8.2 and 1.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

1.8.5. Where the goods or services referred to in clauses 1.8.2 and 1. 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

1.8.6. Goods and services which are referred to in clauses 1. 8.2 and 1.8.3 and which do not comply with the contract requirements may be rejected.

LANGEBERG MUNICIPALITY MUNICIPALITY MASIPALA

1.8.7. Any contract goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

1.8.8. The provisions of clauses 1.8.4 to 1.8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

1.9. Packing

1.9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and 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.

1.9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

1.10. Delivery and documents

1.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

1.11. Insurance

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

1.12. Transportation

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

1.13. Incidental Services

1.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

1.13.1.1. performance or supervision of on-site assembly and/or commissioning of the supplied goods;

1.13.1.2. furnishing of tools required for assembly and/or maintenance of the supplied goods;

1.13.1.3. furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

1.13.1.4. 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

1.13.1.5. training of the purchaser's personnel, at the supplier's plant and/or on site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

1.14. Spare parts

1.14.1. As specified, 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:

1.14.2. 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 in the event of termination of production of the spare parts:

1.14.3. 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.

1.15. Warranty

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

1.15.2. This warranty shall remain valid 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.

1.15.3. The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

1.15.4. Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

1.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

1.16. Payment

1.16.1. The method and conditions of payment to be made to the supplier under this contract shall be specified.

1.16.2. The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

1.16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

1.16.4. Payment will be made in Rand unless otherwise stipulated.

1.17. Prices

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

1.18. Variation orders

1.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

1.19. Assignment

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

1.20. Subcontracts

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

1.21. Delays in the supplier's performance

1.21.1. Delivery of the goods and performance of services shall be made the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

1.21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

1.21.3. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

1.21.4. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

1.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without canceling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

1.22. Penalties

1.22.1. 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.

1.23. Termination for default

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

1.23.1.1. 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;

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

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

1.23.3. 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.

1.23.4. If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

1.23.5. Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprises or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first – mentioned person, and with which enterprise or person the first – mentioned person, is or was in the opinion of the purchaser actively associate

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

LANGEBERG MUNICIPALITY MASIPALA

1.23.6.1. the name and address of the supplier and / or person restricted by the purchaser;

1.23.6.2. the date of commencement of the restriction

1.23.6.3. the period of restriction; and

1.23.6.4. the reasons for the restriction.

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

1.23.8. If a court of law convicts a person of an offence as contemplated in section 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.

1.24. Antidumping and countervailing duties and rights

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

1.25. Force Majeure

1.25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance 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.

1.25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by 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.

1.26. Termination for solvency

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

1.27. Settlement of Disputes

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

1.27.2. If, after thirty (30) days, the parties have failed to resolve their dispute or difference by 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.

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

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

1.27.4.1. the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

1.27.4.2. the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

1.28. Limitation of Liability

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

1.28.1.1. 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

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

1.29. Governing language

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

1.30. Applicable law

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

1.31. Notices

1.31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

LANGEBERG
MUNICIPALITY MUNICIPALITY MASIPALA

1.31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

1.32. Taxes and duties

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

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

1.32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

1.32.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

1.33. Transfer of contracts

1.33.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

1.34. Amendment of contract

1.34.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

1.35. Prohibition of restrictive practices

1.35.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

1.35.2. If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigating and possible impossible of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

1.35.3. If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part , and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

2. SPECIAL TENDER CONDITIONS

SPECIAL TENDER CONDITIONS
This tender is subject to the Supply Chain Management Policy of the Langeberg Municipality. The aim of the policy is to improve job opportunities and to stimulate prosperity in the municipal area. Broad Based Black Economic Empowerment (BBBEE) will receive preferential adjudication. Tenderers must take note that a tender will be granted on the ground of their performance capacity as well as a preference formula. For tenderers to qualify for the advantages of the policy, they must thoroughly complete the document. **If the schedules are not thoroughly completed the tender will not be considered.** Tenderers must take note that in the case of a false statement or submission of false information the tender will be disqualified with immediate effect and a possibility of criminal prosecution. The complete Supply Chain Management Policy is available for inspection at the Municipal Offices at Ashton and websites (www.langeberg.gov.za).

Tender documents are obtainable and must be returned as described in the tender notice. The completed documents of the tender fully priced, extended and totaled, completed in all respects, signed and sealed in an envelope which is to be endorsed "**TENDER 30/2022: SUPPLY, DELIVERY AND INSTALLATION OF STANDBY POWER GENERATORS**"

2.1.1. " must be placed in the tender box at the Municipal Offices, 28 Main Street, Ashton

2.1.2. Tenders submitted by fax, e-mail, telex or telegraphically will not be accepted. Postal Tenders will be accepted for consideration only if they are received in sufficient time to be lodged in the appropriate tender box by the closing time for such tenders. The Langeberg Municipality disclaims any responsibility for seeing that such tenders/ are lodged in the tender box.

2.1.3. Any tender delivered to an address other than the one stipulated in the tender notice will not be accepted. Tenders may not be handed in at other offices of the Langeberg Municipality.

2.1.4. Tenders will be opened in public, shortly after closing time of tenders. The name of the tenderer/bidder and the total tender/bid price will be announced to all tenderers/bidders present at the opening.

2.1.5. Tenders received after the closing date and time shall be declared invalid and will not be considered.

2.1.6. Tender documents will be compiled in the following format:

2.1.7. Opening Page: Name and address of Tenderer, Pricing Totals, Costing and conditions of payment;

2.1.8. Schedule 1: Mandatory returnable forms and attachments;

2.1 SOUTH AFRICAN CURRENCY

2.1.1 All payments from the Langeberg Municipality will be made in the currency of the Republic of South Africa (Rand). The tenderer/bidder shall specify clearly all matters and conditions regarding payments in the tender/bidder specifications.

2.1.2 Tenders shall indicate separately prices excluding value added tax and included value added tax (VAT) in the tender/bid rates and amounts.

2.2 INCOMPLETE TENDERS/BIDS

2.2.1 Tenders will be rejected in the event of incomplete offers and irregularities of any nature contained in the tender or in any of the completed tender schedules.

2.3 WITHDRAWAL OF TENDERS/BIDS

2.3.1 A tenderer/bidder may, without incurring any liability, withdraw his tender provided written advice to that effect reaches the Langeberg Municipality before the expiry of the time fixed in the tender/bid notice for receiving tenders/.

2.4 CHECKING OF TENDER DOCUMENTS

2.4.1 Before submitting a tender the tenderer/bidder shall check the numbering of the pages in the tender/bid documents and if any pages part of the tender/bid document is found to be missing or if any part of the documents is illegible or indistinct, he shall immediately notify the Langeberg Municipality.

2.4.2 The Langeberg Municipality will not be liable in any way for any claims arising through neglect of the Tenderer/bidder to comply with these requirements.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

2.5 EXPENSES DUE TO PREPARATION AND SUBMISSION OF TENDER DOCUMENTS

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

2.6 PERIOD OF VALIDITY

2.6.1 Tenders, whether for a part of or for the whole of the project, shall remain valid for a period as specified by the tenderer/bidder, which period shall be that period between the date upon which tenders/bids close up to the date upon which notice is given that the tender/bid has been awarded, but at least a period of 90 days.

2.7 ACCEPTANCE OR REJECTION OF TENDERS/BIDS

2.7.1 The Langeberg Municipality is not compelled to accept the lowest or any tender/bid and reserves the right to accept any tender/bid.

2.8 PREFERENTIAL PROCUREMENT

2.8.1 Tenders/bids will be considered in terms of the Preferential Procurement Policy of the Langeberg Municipality.

2.9 REGISTRATION AS SERVICE PROVIDER

2.9.1 Only those tenderer/bidders that are registered on the Central Supplier Database as service providers, or are capable of being so prior to the evaluation of submissions, are eligible to submit tenders/bids. The Langeberg Municipality will only enter into a formal contract with a tenderer/bidder that is registered on this Database as service provider.

2.10 JOINT VENTURE AGREEMENTS (IF APPLICABLE)

2.10.1 Any Joint Venture Agreement must be submitted with the tender/bid document detailing the split of responsibilities in terms of the tender/bid specifications, i.e. percentage of work to be performed by each partner.

2.10.2 All parties to the Joint Venture Agreement must be registered and verified on the Western Cape Supplier Database. Only those that are registered and verified before the closing date of the tender/bid will qualify for preference points.

2.10.3 It must be noted that the order will be placed in the name of the BEE Partner as well as all financial administration that follows such an order/s. The Joint Venture Agreement must stipulate the BEE partner selected for this in the event of the Joint Venture been considered successful.

2.11 LOCAL BUSINESS/OFFICE:

2.11.1 A local office of a tenderer/bidder shall be deemed to be a physical address inside the demarcated boundaries of the Langeberg Municipality area.

2.12 TEST FOR RESPONSIVENESS

2.12.1 No Tender will be considered unless it meets the following responsiveness criteria:

2.12.2 The tender must be properly received in a sealed envelope clearly indicating the description of the service and the tender/bid number for which the tender/bid is submitted.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

2.12.3 The tender must be deposited in the relevant tender box as indicated on the notice of the tender on or before the closing date and time of the bid

2.12.4 An Income Tax Number and a Tax verification pin (OTP) must be submitted with the tender/bid on or before the closing date and before the closing time.

2.12.5 An original latest Municipal service account obtained from the local municipality must be submitted.

2.12.6 The official bid document must be fully completed in black ink and must be bound. Where information requested does not apply to the bidder and the space is left blank, the tender document will be deemed as non-responsive.

2.12.7 If the entity submitting a bid is a Joint Venture or a Consortium or Partnership, each party to that formation must submit all the above information

2.12.8 The tenderer/bidder must be in good standing to do business with the public sector in terms of Regulation 38 of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005).

2.12.9 The tenderer/bidder must adhere to pricing Instructions

2.12.10 The tenderer/bidder must complete and sign all tender forms. Where indicated, forms must be signed and stamped by a Commissioner of Oaths.

2.12.11 All mandatory returnable forms and prescribed attachments must be completed and where applicable signed by a Commissioner of Oaths.

2.12.12 All tenders' conditions/specifications must be complied with.

2.13PAYMENT OF INVOICES

2.13.1 All payments from the Langeberg Municipality will be made within 30 days of receipt of valid tax invoice for goods and services rendered to the satisfaction of the Municipality,

2.13.2 **Tenderers must submit proof of registration Certificate for CIDB EP2 AND OR EB2 R HIGHER indicating the grading,**

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

3. DECLARATION OF "IN THE SERVICE OF THE STATE"

If a spouse, child or parent of the owner, director, manager, shareholder or stakeholder of the entity is in the service of the state, or has been in the service of the state in the previous twelve months, the following information must be completed: (Please indicate if not applicable)

The name of the person in the employment of the state:

……

The capacity in which that person is in service of the state:

……

Is that person an owner, director, manager, shareholder or connected to the business: Yes or No? **(If yes please specify)**

……

The relationship to the owner, director, manager, shareholder or stakeholder of the entity:

	Spouse	Child	Parent
Owner	☐	☐	☐
Director	☐	☐	☐
Manager	☐	☐	☐
Shareholder	☐	☐	☐

"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.

CERTIFICATION

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

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

…….. ……..
Signature Date

……. ……..
Position Name of Bidder

LANGEBERG MUNICIPALITY MASIPALA

4. MUNICIPAL SERVICE ACCOUNT

4.1 An original latest municipal account must be attached to this page.

4.2 It should be noted that the tender cannot be considered/evaluated if any municipal rates and taxes or municipal services charges owed by the bidder or any of its directors to the municipality or municipal entity, or to any other municipality or entity, are in arrears for more than three months,

4.3 If the bidder or any of its directors are not responsible for the payment of municipal rates of service charges to the municipality or municipal entity, or to any other municipality or entity, a sworn affidavit to this effect must be attached to this page.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

5. PRICING SCHEDULE – FIRM PRICES (MBD 3.1) (PURCHASES)

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

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

Name of bidder: ……

Bid number: …….....

Closing Time 12:00

Closing date: ……...

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

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

6. DECLARATION OF INTEREST MBD 4

1. Any legal person, including persons employed by the state[1], or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

6.1.1. the bidder is employed by the state; and/or the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

6.2.1. Full Name of bidder or his or her representative: ……

6.2.2. Identity Number: ……...

6.2.3. Position occupied in the Company (director, trustee, shareholder[2], member):

……..

6.2.4. Registration number of company, enterprise, close corporation, partnership agreement or trust:

……

6.2.5. Tax Reference Number: ……

6.2.6. VAT Registration Number: ……

3. The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 7.5 below.

[1]"State" means –

a) 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);
b) any municipality or municipal entity;
c) provincial legislature
d) national Assembly or the national Council of provinces; or
e) Parliament.

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

4. Are you or any person connected with the bidder presently employed by the state? YES / NO

6.4.1. If so, 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:

…….....

…….....

6.4.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative

6.4.3. work outside employment in the public sector? YES / NO

6.4.4. If yes, did you attach proof of such authority to the bid document? YES / NO

6.4.5. (Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

6.4.6. If no, furnish reasons for non-submission of such proof:

…….
…….
…….

6.4.7. Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

6.4.8. If so, furnish particulars:

……..

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

……..

……...

6.4.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

6.4.10. If so, furnish particulars.

……...

……..….

……

6.4.11. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

6.4.11.1. If so, furnish particulars.

……...
……..….
……

6.4.12. Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES/NO

6.4.12.1. If so, furnish particulars:

…….
…….
…….

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

Full Name	**Identity Number**	**Personal Income Tax Reference Number**	**State Employee Number / Personal Number**

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

6. DECLARATION

I, THE UNDERSIGNED (NAME): ……
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 6.2 and 6.5 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

…….. ……

Signature **Date**

……. …….

Position **Name of bidder**

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

7. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017 (MBD 6.1)

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

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

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1. GENERAL CONDITIONS

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

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BBEE Status Level of Contributor.

LANGEBERG MUNICIPALITY MASIPALA

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

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

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

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

2. DEFINITIONS

(a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

(b) "**B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

(c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;

(d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

(e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(f) **"Functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.

(g) **"price"** includes all applicable taxes less all unconditional discounts;

(h) **"proof of B-BBEE status level of contributor"** means:

1) B-BBEE Status level certificate issued by an authorized body or person;

2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;

3) Any other requirement prescribed in terms of the B-BBEE Act;

(i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

(j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

4.1 **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**

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

4.2 **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**

4.3 **POINTS AWARDED FOR PRICE**

4.4

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

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \quad \text{or} \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

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

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

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

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1

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

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(***Tick applicable box***)

YES		NO	

8.1.1 If yes, indicate:

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

YES		NO	

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

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

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

9.1 Name of company / firm…….

9.2 VAT registration number……..……

9.3 Company registration number……..……..……

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited [TICK APPLICABLE BOX]

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9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

……
……
……..

9.6 COMPANY CLASSIFICATION

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

[*TICK APPLICABLE BOX*]

9.7 **MUNICIPAL INFORMATION**

Municipality where business is situated: ……..

Registered Account Number: …….

Stand Number: ……..

9.8 Total number of years the company/firm has been in business: ……

9.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 5.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;

iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

(a) disqualify the person from the bidding process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) Forward the matter for criminal prosecution.

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WITNESSES	……
1. ……..	SIGNATURE(S) OF BIDDERS(S)
2. ……	DATE: ……
	ADDRESS ……
	……..
	……..

8. CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

8.1 I hereby undertake to supply all or any of the goods and/or works 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.

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

8.3 Bidding documents, viz

- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;

8.4 General Conditions of Contract; and

8.5 Other (specify)

……

……

……

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8.6 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.

8.7 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.

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES

1 .....

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9 CONTRACT FORM - PURCHASE OF GOODS/WORKS (MBD 7.1)

PART 2 (TO BE FILLED IN BY THE PURCHASER)

9.1 I, Mr. A EVERSON , in my capacity as ACTING Municipal Manager

9.2 accept your bid under reference number ……dated……for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

9.3 An official order indicating delivery instructions is forthcoming.

9.4 I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

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

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

SIGNED AT ……ON……..

NAME (PRINT) …….

SIGNATURE …….

OFFICIAL STAMP

WITNESSES

1. ……

2. ……

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

10.1 This Municipal Bidding Document must form part of all bids invited.

10.2 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.

10.3 The bid of any bidder may be rejected if that bidder, or any of its directors have:

10.4 abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;

10.5 been convicted for fraud or corruption during the past five years;

10.6 willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or

10.7 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).

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

Item	Question	Yes	No
10.9	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the *audi alteram partem* rule was applied). **The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
10.10	If so, furnish particulars:		
10.11	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? **The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.**	Yes ☐	No ☐
10.12	If so, furnish particulars:		
10.13	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

LANGEBERG MUNICIPALITY MUNICIPALITE MASIPALA

10.14	If so, furnish particulars:		
10.15	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
10.16	If so, furnish particulars:		
10.17	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
10.18	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.

LANGEBERG MUNICIPALITY MASIPALA

……... ……..
Signature **Date**

……. ……..
Position **Name of Bidder**

11 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

11.1 This Municipal Bidding Document (MBD) must form part of all bids[1] invited.

11.2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).[2] Collusive bidding is a pe se prohibition meaning that it cannot be justified under any grounds.

11.3 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:

11.4 take all reasonable steps to prevent such abuse;

11.5 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

11.6 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.

11.7 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.

11.8 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

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

12 CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

I, the undersigned, in submitting the accompanying bid:

_____

(Bid Number and Description)

in response to the invitation for the bid made by:

_____

(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)

12.1 I have read and I understand the contents of this Certificate;

12.2 I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;

12.3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;

12.4 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;

12.5 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:

- has been requested to submit a bid in response to this bid invitation;
- could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
- provides the same goods and services as the bidder and/or is in the same line of business as the bidder

12.6 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[3] will not be construed as collusive bidding.

12.7 In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- prices;
- geographical area where product or service will be rendered (market allocation)
- methods, factors or formulas used to calculate prices;
- the intention or decision to submit or not to submit, a bid;
- the submission of a bid which does not meet the specifications and conditions of the bid; or bidding with the intention not to win the bid.

12.8 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.

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MUNISIPALITEIT MUNICIPALITY MASIPALA

12.9 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.

12.10 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

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

13 CODE OF CONDUCT FOR SUPPLIERS

Langeberg Municipality is strongly committed in observing the highest ethical standards in all its procurement activities. As such, this Code of Conduct for Suppliers has been prepared to provide clear summary of Langeberg Municipality expectation form the suppliers in all procurement dealings, ensuring that internationally recognized procurement ethics are followed. Transparency and accountability should be strictly adhered to in all procurement activities.

Langeberg Municipality procurement ethics focuses on ***zero tolerance on corruption, avoiding any form of interest and honest representation of supplier's capabilities.***

Suppliers are strongly urged to familiarize themselves with this Code of Conduct to ensure successful working relations with Langeberg Municipality.

Policy on Corruption and Position on Conflict of Interest

Langeberg Municipality expects all contracted suppliers and companies seeking to sell goods and services to conduct their business in accordance with the highest ethical standards. Suppliers or potential suppliers must strictly comply with all rules and regulations on bribery, corruption and avoid unacceptable business practices. Hence suppliers are expected to observe the following:

- *Shall not, directly or indirectly, offer, give or agree or promise to give to any Langeberg Municipality staff any gratuity for the benefit of/or at the direction or request of any Staff or Langeberg Municipality;*
- *To immediately inform the Langeberg Municipality in the event that any Staff or Langeberg Municipality solicits or obtained or has made an attempt to obtain gratification for himself/herself or for any other persons.*
- *To immediately declare if any of the Company's staff and/or officers had or have any relative employed with Langeberg Municipality. Failure to make such declaration shall be construed as a conflict of interest and might result in the exclusion of the supplier from present and future procurement activities and/or other legal action as deemed fit by the Organization.*

Representation from Suppliers

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Langeberg Municipality expects all its suppliers to honestly declare and warrant that:

- *It will comply with all rules, regulations and statutory requirements relating to the provision of the products/services to Langeberg Municipality;*
- *It will not act in concert with other suppliers or agents when participating in a bid;*
- *It is a duly authorized/certified provider of the supplied products/services and shall not, expressly or impliedly hold itself out to be an agent/representative of a third party provider of the same products/services;*
- *It will only supply products that are certified to be of merchantable and satisfactory quality;*
- *The supplier processes the necessary capabilities, equipment and suitable place of business to perform its obligations;*
- *It shall not contract out of subcontract or outsource any portion of the products/services unless prior written consent from Langeberg Municipality has been obtained; and*
- *It shall maintain the highest standards of integrity and quality of work at all times.*

Applicability of the Code of Conduct

This Code of Conduct shall apply to all Suppliers, sub-contractors and to other entities acting behalf of them (approval of Langeberg Municipality).

Monitoring compliance to the Code of Conduct

To facilitate the monitoring of suppliers' compliance with this Code of Conduct, Langeberg Municipality expects suppliers to:

- *Develop and maintain all necessary documentation to support compliance with the described standards; such documentation must be accurate and complete;*
- *Provide Langeberg Municipality representatives with access to relevant records, upon Langeberg Municipality request;*
- *Allow Langeberg Municipality representatives to conduct interviews with the supplier's employees and with management separately;*
- *Allow Langeberg Municipality representatives to conduct announced and unannounced site visits of supplier locations; and*
- *Respond promptly to reasonable inquiries from Langeberg Municipality representatives in relation to the implementation of the Code of Conduct.*

Secure Communication Channels

Langeberg Municipality has established a secure communication channel to enable the suppliers to raise their concerns confidentially and responsibly. If the supplier has questions about the Code of Conduct or wishes to report a questionable behaviour or possible violation of the Code of Conduct, the Supplier is encouraged and should contact Langeberg Municipality at:

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Municipal Manager

28 Main Road

Ashton

6715

or contact at mm@langeberg.gov.za;

Langeberg Municipality will not tolerate any retribution or retaliation by anyone against a concerned Supplier who has, in good faith, sought out advice or has reported questionable behaviour and/or a possible violation. Langeberg Municipality will take disciplinary action up to and including termination of contract for anyone who threatens or engages in retaliation, retribution or harassment of the concerned individual. Identities and contents of all information or complaints will be rated strictly confidential.

SANCTIONS

Breach of the Code of Conduct may result in actions being invoked against that suppliers, in addition to any contractual or legal remedies. The actions applied will depend on the nature and seriousness of the breach and on the degree of commitment shown by the supplier in breach to its obligations under the Code of Conduct. The range of actions to be imposed on the supplier includes but is not restricted to the following:

- *Formal warnings – that the continued non-compliance will lead to more severe actions;*
- *Disclosure of nature of breach to all Langeberg Municipality subsidiaries and associate companies;*
- *Immediate termination of contract , without resource; and/or*

ACKNOWLEDGEMENT AND ACCEPTANCE

This is to certify that I have fully read the Supplier's Code of Conduct attached. Having fully read and understood the completed requirement of this Supplier's Code of Conduct, I hereby commit myself and my company to serve this Code of Conduct and to fully comply with all of its principles. I also certify that I am authorized by my company to sign and accept this document in its behalf.

Supplier: _____

Address: _____

Representative: _____

Signature: _____

Date: _____

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MUNISIPALITEIT MUNICIPALITY MASIPALA

14 TECHNICAL SPECIFICATIONS

PROJECT SPECIFICATION

GENERAL

The Standby Power Generators are required for emergency supply for the Ashton Municipal Offices, the Ashton Traffic Offices, the Robertson Water Treatment Works, the Ashton Train Bridge Sewer Pumpstation and the Ashton Call Centre Offices in the event of power outages.

The tenderer is to bear in mind when formulating the tender offer that the Langeberg Municipality has a limited budget and hence the project may be scaled down (number of sites) to fit the available budget.

14.2 LOCATION

The Standby Generators will be installed on the premises of the Ashton Municipal Offices, the Ashton Traffic Offices, the Robertson Water Treatment Works, the Ashton Train Bridge Sewer Pumpstation and the Ashton Call Centre Offices within the Langeberg Municipality.

Addresses:

LANGEBERG
MUNICIPALITEIT MUNICIPALITY MASIPALA

Ashton Municipal Offices
28 Main Road, Ashton, 6715

Ashton Traffic Offices
Abattoir Road, Industrial Area, 6715

Robertson Water Treatment Works
Richter Street, Robertson, 6705

Ashton Train Bridge Sewer Pumpstation
Main Road, Ashton, 6715

Ashton Call Centre Offices
02 De Wet Street, Ashton, 6715

Altitude	200 m
Average Humidity	40 %
Maximum ambient Temperature	Above 40˚C
Annually running hours	>900
Load	Non- linear

14.3 SUPPLY AUTHORITY

The electrical supply authority is the Langeberg Municipality and the work must be registered with the municipality before the contractor commences with construction work.

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14.4 INFORMATION OF THE CURRENT ELECTRICAL INSTALLATION AND INSTALLATION OF THE STANDBY POWER GENERATOR.

Ashton Municipal Offices:

- The Ashton Municipal Offices has an existing 90kVA generator with automatic change over.
- Provision shall be made to replace the existing generator with the new unit.
- All existing cable to be utilised after inspection and verification of the condition of the cables and terminations.
- Provision shall be made for the old unit to be transported to the Ashton Traffic Offices.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- Cables exposure shall be kept to a minimum and all enclosures and cable entry / exits shall be sealed properly. Exposed cables to be housed in conduit (bosal type)
- All network cables (For Remote Monitoring) to be installed in suitable conduit and shielded from electrical interference as far as possible.

Ashton Traffic Offices:

- The Ashton Traffic/Licence/Fire Department meter box is supplied by 3 x 100A Circuit breakers, and a 50mm x 4-core Cu cable from the LV ABC conductor in the street.
- The meter box has 3 x 70A Circuit Breakers supplying the 3 respective buildings.
- The proposed power generator, fuel tank and the control panel must be installed inside the erf boundary in its own canopy.
- The Municipal Mechanical Workshop shall do a major service on the unit (on site) before the unit shall be tested and commissioned.
- The existing 50mm cable from the ABC conductor to the meter box must be located inside the erf, cut and both the supply and load cable to be re-directed into the new control panel (which includes the automatic disconnection device) of the standby power generator and must include for trenching and backfilling.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- Cables exposure shall be kept to a minimum and all enclosures and cable entry / exits shall be sealed properly. Exposed cables to be housed in conduit (bosal type)
- All network cables (For Remote Monitoring) to be installed in suitable conduit and shielded from electrical interference as far as possible.

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

Robertson Water Treatment Works:

- The Robertson Water Treatment Works is supplied by a 300A 3-phase Circuit breaker, and a 120mm x 4-core Cu cable.
- The proposed power generator, fuel tank and the control panel must be installed close to the connection box with easy access for refuelling of the generator. The generator shall be in its own sound proof canopy.
- The existing 120mm x 4-core cable must be disconnected from the WTW supply and extended to the generator.
- A return 120mm x 4-core cable must be connected into the new control (which includes the automatic disconnection device) of the standby generator back to the WTW supply and be connected to the main circuit breaker.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- Cables exposure shall be kept to a minimum and all enclosures and cable entry / exits shall be sealed properly. Exposed cables to be housed in conduit (bosal type)
- All network cables (For Remote Monitoring) to be installed in suitable conduit and shielded from electrical interference as far as possible.

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Ashton Train Bridge Sewer Pumpstation:

- The Ashton Train Bridge Sewer Pumpstation is supplied by a 300A 3-phase Circuit breaker, and a 120mm x 4-core Cu cable.
- The proposed power generator, fuel tank and the control panel must be installed close to the connection box with easy access for refuelling of the generator. The generator shall be in its own sound proof canopy.
- The existing 120mm x 4-core cable must be disconnected from the WTW supply and extended to the generator.
- A return 120mm x 4-core cable must be connected into the new control (which includes the automatic disconnection device) of the standby generator back to the WTW supply and be connected to the main circuit breaker.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- Cables exposure shall be kept to a minimum and all enclosures and cable entry / exits shall be sealed properly. Exposed cables to be housed in conduit (bosal type)
- All network cables (For Remote Monitoring) to be installed in suitable conduit and shielded from electrical interference as far as possible.

Ashton Call Centre Offices:

- The Ashton Call Centre building has a standard 60A single phase residential connection.
- The building has a connection box and meter mounted on the outside of the building. The connection box is fed via a 16mm 2-core cable.
- The proposed power generator, fuel tank and the control panel must be installed close to the connection box with easy access for refuelling of the generator. The generator shall be in its own sound proof canopy.
- The existing 16mm x 2-core cable must be disconnected from the connection box on the building and extended to the generator.
- A return 16mm x 3-core cable must be connected into the new control (which includes the automatic disconnection device) of the standby generator back to the distribution box of the building and be connected to the circuit breaker in the distribution box on the outside of the building.
- The installation of the cables must include trenching, piping, cable racking, bedding, danger tape and backfilling.
- Cables exposure shall be kept to a minimum and all enclosures and cable entry / exits shall be sealed properly. Exposed cables to be housed in conduit (bosal type)
- All network cables (For Remote Monitoring) to be installed in suitable conduit and shielded from electrical interference as far as possible.

LANGEBERG MUNICIPALITEIT MUNICIPALITY MASIPALA

14.5 SCOPE OF WORK

The scope of work for this proposed power generator installations are listed hereunder.

Minimum Generator Ratings:

Ashton Municipal Offices

	KVA	KW	AMPS	VOLTAGE	PF	HZ	PHASE	RPM
Standby power	130	100	180	415	0.8	50	3	1500

Ashton Traffic Offices

Utilize the existing 90kVA generator that will be removed at the Ashton Municipal Offices.

Robertson Water Treatment Works

	KVA	KW	AMPS	VOLTAGE	PF	HZ	PHASE	RPM
Standby power	130	100	180	415	0.8	50	3	1500

Ashton Train Bridge Sewer Pumpstation

	KVA	KW	AMPS	VOLTAGE	PF	HZ	PHASE	RPM
Standby power	130	100	180	415	0.8	50	3	1500

Ashton Call Centre Offices

	KVA	KW	AMPS	VOLTAGE	PF	HZ	PHASE	RPM
Standby power	20	16	80	231	0.8	50	1	1500

LANGEBERG MUNICIPALITEIT MUNICIPALITY MASIPALA

14.5.1 The generators must consist of the engine coupled to the alternator via flexible disc coupling. The generator will be mounted on a fabricated steel base using suitably sized anti-vibration mountings.

14.5.2 The engines will be of an industrial type, water-cooled engine. The machine will come complete with radiator, fuel and oil filters. The engine starting and control system will be 24 VDC (or 12V for the smaller generators as required) and will be complete with charging alternator.

14.5.3 The alternators will be a SINCRO type or similar, self-exited, brushless unit. The machine will be complete with automatic voltage regulator, class H insulating and have an IP rating of 22.

14.5.4 The fuel tanks will form part of the fabricated generator base. The volume of fuel will allow for 10 – 12 hours of running time at approximately 85% duty cycle. The tank will be fitted with a filler cap, inspection cover and will have an analogue fuel level sensor fitted as standard. Low fuel and shut down function must be included.

14.5.5 The engine must be fitted with a mild steel residential silencer.

14.5.6 A coolant heater must be fitted.

14.5.7 The engine starting and control system will be 24VDC (or 12V for the smaller generators as required) and will be complete with charging alternator, battery cables and suitably sized maintenance free batteries. The batteries will be mounted to the base frame of the engine.

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MUNISIPALITEIT MUNICIPALITY MASIPALA

14.5.8 The entire machine will be housed in a fabricated mild steel weather and sound proof canopy. The canopy's door, the louvers and the exhaust will be sound-proof to approximately 70dBa at 7 meters.

14.5.9 The generator must be fitted with a generator management controller skid mounted system which must be coupled to a mains/generator automatic transfer switch. The controller shall contain comprehensive protection and metering for the generator. The controller shall have a suitable communications port (Ethernet TCP/IP) to allow remote monitoring (Low batteries, Battery charger failures, Block heater failures, Shut-down alarms due to low coolant levels, leaks, Low fuel supply, Operator error, Automatic transfer switch failure etc). Remote configuration and controlling will also be possible via appropriate access control and security; full details to be provided.

14.5.10 Preparation and casting of the concrete base to support the generator must be included as well as bunding to prevent oil and fuel spillage to cause environmental harm from spills and leaks**.** The bunding can be part of the canopy enclosure but must be of adequately sized to be able to contain 110% of the oil and fuel capacity of the unit**. NB: Drawings of the concrete base and bunding must be submitted for approval by the Municipality.**

14.5.11 Manuals will include an operator's manual for the engine and alternator. The electrical schematics will include controller information and parameter list. Any software / licenses for the generator controller will be included as well as operator manuals.

14.5.12 Earth the installation in accordance with SANS 1-10142: Wiring Code.

14.5.13 Test and commission the installation in accordance with SANS 10142-1: Wiring Code and SANS 852806. The Employer must be notified at least 7 days in advance before the tests will be conducted to afford the opportunity to witness the test if deemed necessary.

14.5.14 Finally, issues a Certificate of Compliance.

14.5.15 Liaise with the Local Authority concerning continuous electricity supply to the offices during the commissioning and installation period.

14.5.16 Routine maintenance and servicing for a period of 3 years after handover of the installation. This shall include aa minimum quarterly visits to each of the respective generator sets. Notice shall be given to the Employer at least 7 days prior to the site visits. Details of each inspection and work conducted shall be recorded in the generator log book which shall be stored inside the canopy enclosure. The inspection must include a full load test for a duration of at least 30 minutes, fuel to conduct the test shall be provided by Contractor.

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MUNISIPALITEIT MUNICIPALITY MASIPALA

14.6 SITE INSPECTION

Before submitting a tender, tenderers must visit the site so as to acquaint themselves with local conditions and the area. Claims on the grounds of want of knowledge will not be considered.
The contact person at the municipal office is Mr. Z Prins who may be contacted via email at zprins@langeberg.gov.za and response will be provided in writing.

14.7 CERTIFICATE OF COMPLIANCE

On completion of the electrical installation, the electrical contractor must provide the authorities with a Certificate of Compliance for the entire installation. Testing of the installation must be witnessed by a competent person at the municipality.

14.8 CLEANING OF SITE

The site must be cleaned after the completion of the project to the satisfaction of the responsible user department

PLEASE COMPLETE THE TECHNICAL SHEETS BELOW OF THE GENERATOR OFFERED TO THE MUNICIPALITY.

A) Generating Unit Ashton Municipal Offices:

SERVICE		PRP	STANDBY
Power	kVA		
Power	kW		
Rated Speed	r.p.m.		
Standard Voltage	V		
Available Voltages	V		
Rated at power factor	Cos Phi		

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MUNISIPALITEIT MUNICIPALITY MASIPALA

Engine Specifications 1.500 r.p.m.

ENGINE		PRP	STANDBY
Rated Output	Kw		
Manufacturer			
Model			
Engine Type			
Injection Type			
Aspiration Type			
Cylinders Arrangement			
Bore and Stroke	mm		
Displacement	L		
Cooling System			
Lube Oil Specifications			
Compression Ratio			
Fuel Consumption Standby	l/h		
Fuel Consumption 100% PRP	l/h		
Fuel Consumption 80 % PRP	l/h		
Fuel Consumption 50 % PRP	l/h		
Lube Oil Consumption Full Load			
Total oil capacity including tubes, filters	L		
Total Coolant Capacity	L		
Governor	Type		
Air Filter	Type		
Inner diameter exhaust pipe	mm		
· 24V Electrical system			
· Radiator with blowing fan			
· Water separator decanting filter (no visible level)			
· Hot components and radiator guards			
· Mobile components guards			
· Sender WT - (for low water sensor)			
· Senders OP - (temperature too high)			
· Low water level sensor			

LANGEBERG MUNICIPALITEIT MUNICIPALITY MASIPALA

Generator

Generator		
Poles	Num	
Winding Connections (standard)		
Frame Mounting		
Insulation	Class	
Enclosure (according IEC-34-5)		
Exciter System		
Voltage Regulator		
Bearing		
Coupling		
Coating type		
· IP23 protection degree		
· Single drive-shaft		

Application Data

Exhaust System		
Maximum exhaust temperature	ºC	
Exhaust Gas Flow	Kg/s	
Maximum allowed back pressure	kPa	
Exhaust Flange Size (external diameter)	mm	
Heat evacuated through exhaust pipe	KCal/Kwh	

Air Inlet System		
Intake Air Flow 100% Stand By	m3/h	
Cooling Air Flow 100% Stand By	m3/s	
Alternator fan air flow	m3/s	

Starting System		
Starting Motor	Kw	
Starting Motor	CV	
Recommended Battery Capacity	Ah	
Auxiliary Voltage	Vcc	

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

Fuel System		
Fuel Oil Specifications		Diesel
Fuel Tank	L	
Other Fuel tank capacity	L	

Weight and Dimensions		
Length	mm	
Height	mm	
Width	mm	
Shipping Volume seaworthy (standard supplier)	m3	
Wet weight	Kg	
Autonomy	Hours	
Sound Level	db(A)@7m	

Canopy Specifications
To be provided by the service provider:

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MUNISIPALITEIT MUNICIPALITY MASIPALA

B) Generating Unit Ashton Traffic Offices:

The existing 90kVA generator that will be removed at the Ashton Municipal Office will be relocated and installed at this site.

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C) Generating Unit Robertson Water Treatment Works:

SERVICE		PRP	STANDBY
Power	kVA		
Power	kW		
Rated Speed	r.p.m.		
Standard Voltage	V		
Available Voltages	V		
Rated at power factor	Cos Phi		

Engine Specifications 1.500 r.p.m.

ENGINE		PRP	STANDBY
Rated Output	Kw		
Manufacturer			
Model			
Engine Type			
Injection Type			
Aspiration Type			
Cylinders Arrangement			
Bore and Stroke	mm		
Displacement	L		
Cooling System			
Lube Oil Specifications			
Compression Ratio			
Fuel Consumption Standby	l/h		
Fuel Consumption 100% PRP	l/h		
Fuel Consumption 80 % PRP	l/h		
Fuel Consumption 50 % PRP	l/h		
Lube Oil Consumption Full Load			
Total oil capacity including tubes, filters	L		
Total Coolant Capacity	L		
Governor	Type		
Air Filter	Type		
Inner diameter exhaust pipe	mm		

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MUNISIPALITEIT MUNICIPALITY MASIPALA

· 24V Electrical system
· Radiator with blowing fan
· Water separator decanting filter (no visible level)
· Hot components and radiator guards
· Mobile components guards
· Sender WT - (for low water sensor)
· Senders OP - (temperature too high)
· Low water level sensor

Generator

Generator		
Poles	Num	
Winding Connections (standard)		
Frame Mounting		
Insulation	Class	
Enclosure (according IEC-34-5)		
Exciter System		
Voltage Regulator		
Bearing		
Coupling		
Coating type		
· IP23 protection degree		
· Single drive-shaft		

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MUNISIPALITEIT MUNICIPALITY MASIPALA

Application Data

Exhaust System		
Maximum exhaust temperature	ºC	
Exhaust Gas Flow	Kg/s	
Maximum allowed back pressure	kPa	
Exhaust Flange Size (external diameter)	mm	
Heat evacuated through exhaust pipe	KCal/Kwh	

Air Inlet System

Intake Air Flow 100% Stand By	m3/h	
Cooling Air Flow 100% Stand By	m3/s	
Alternator fan air flow	m3/s	

Starting System		
Starting Motor	Kw	
Starting Motor	CV	
Recommended Battery Capacity	Ah	
Auxiliary Voltage	Vcc	

Fuel System		
Fuel Oil Specifications		Diesel
Fuel Tank	L	
Other Fuel tank capacity	L	

Weight and Dimensions		
Length	mm	
Height	mm	
Width	mm	
Shipping Volume seaworthy (standard supplier)	m3	
Wet weight	Kg	
Autonomy	Hours	
Sound Level	db(A)@7m	

Canopy Specifications
To be provided by the service provider:

LANGEBERG MUNICIPALITY MASIPALA

D) Generating Unit Ashton Train Bridge Sewer Pumpstation:

SERVICE		PRP	STANDBY
Power	kVA		
Power	kW		
Rated Speed	r.p.m.		
Standard Voltage	V		
Available Voltages	V		
Rated at power factor	Cos Phi		

Engine Specifications 1.500 r.p.m.

ENGINE		PRP	STANDBY
Rated Output	Kw		
Manufacturer			
Model			
Engine Type			
Injection Type			
Aspiration Type			
Cylinders Arrangement			
Bore and Stroke	mm		
Displacement	L		
Cooling System			
Lube Oil Specifications			
Compression Ratio			
Fuel Consumption Standby	l/h		
Fuel Consumption 100% PRP	l/h		
Fuel Consumption 80 % PRP	l/h		
Fuel Consumption 50 % PRP	l/h		
Lube Oil Consumption Full Load			
Total oil capacity including tubes, filters	L		
Total Coolant Capacity	L		
Governor	Type		
Air Filter	Type		
Inner diameter exhaust pipe	mm		

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MUNISIPALITEIT MUNICIPALITY MASIPALA

· 24V Electrical system
· Radiator with blowing fan
· Water separator decanting filter (no visible level)
· Hot components and radiator guards
· Mobile components guards
· Sender WT - (for low water sensor)
· Senders OP - (temperature too high)
· Low water level sensor

Generator

Generator		
Poles	Num	
Winding Connections (standard)		
Frame Mounting		
Insulation	Class	
Enclosure (according IEC-34-5)		
Exciter System		
Voltage Regulator		
Bearing		
Coupling		
Coating type		
· IP23 protection degree		
· Single drive-shaft		

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Application Data

Exhaust System		
Maximum exhaust temperature	ºC	
Exhaust Gas Flow	Kg/s	
Maximum allowed back pressure	kPa	
Exhaust Flange Size (external diameter)	mm	
Heat evacuated through exhaust pipe	KCal/Kwh	

Air Inlet System		
Intake Air Flow 100% Stand By	m3/h	
Cooling Air Flow 100% Stand By	m3/s	
Alternator fan air flow	m3/s	

Starting System		
Starting Motor	Kw	
Starting Motor	CV	
Recommended Battery Capacity	Ah	
Auxiliary Voltage	Vcc	

Fuel System		
Fuel Oil Specifications		Diesel
Fuel Tank	L	
Other Fuel tank capacity	L	

Weight and Dimensions		
Length	mm	
Height	mm	
Width	mm	
Shipping Volume seaworthy (standard supplier)	m3	
Wet weight	Kg	
Autonomy	Hours	
Sound Level	db(A)@7m	

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Canopy Specifications
To be provided by the service provider:

E) Generating Unit Ashton Call Centre Offices:

SERVICE		PRP	STANDBY
Power	kVA		
Power	kW		
Rated Speed	r.p.m.		
Standard Voltage	V		
Available Voltages	V		
Rated at power factor	Cos Phi		

Engine Specifications 1.500 r.p.m.

ENGINE		PRP	STANDBY
Rated Output	Kw		
Manufacturer			
Model			
Engine Type			
Injection Type			
Aspiration Type			
Cylinders Arrangement			
Bore and Stroke	mm		
Displacement	L		
Cooling System			
Lube Oil Specifications			
Compression Ratio			
Fuel Consumption Standby	l/h		
Fuel Consumption 100% PRP	l/h		
Fuel Consumption 80 % PRP	l/h		
Fuel Consumption 50 % PRP	l/h		
Lube Oil Consumption Full Load			
Total oil capacity including tubes, filters	L		
Total Coolant Capacity	L		
Governor	Type		
Air Filter	Type		
Inner diameter exhaust pipe	mm		

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MUNISIPALITEIT MUNICIPALITY MASIPALA

· 24V Electrical system
· Radiator with blowing fan
· Water separator decanting filter (no visible level)
· Hot components and radiator guards
· Mobile components guards
· Sender WT - (for low water sensor)
· Senders OP - (temperature too high)
· Low water level sensor

Generator

Generator		
Poles	Num	
Winding Connections (standard)		
Frame Mounting		
Insulation	Class	
Enclosure (according IEC-34-5)		
Exciter System		
Voltage Regulator		
Bearing		
Coupling		
Coating type		
· IP23 protection degree		
· Single drive-shaft		

LANGEBERG
MUNISIPALITEIT MUNICIPALITY MASIPALA

Application Data

Exhaust System		
Maximum exhaust temperature	ºC	
Exhaust Gas Flow	Kg/s	
Maximum allowed back pressure	kPa	
Exhaust Flange Size (external diameter)	mm	
Heat evacuated through exhaust pipe	KCal/Kwh	

Air Inlet System

Intake Air Flow 100% Stand By	m3/h	
Cooling Air Flow 100% Stand By	m3/s	
Alternator fan air flow	m3/s	

Starting System		
Starting Motor	Kw	
Starting Motor	CV	
Recommended Battery Capacity	Ah	
Auxiliary Voltage	Vcc	

Fuel System		
Fuel Oil Specifications		Diesel
Fuel Tank	L	
Other Fuel tank capacity	L	

Weight and Dimensions		
Length	mm	
Height	mm	
Width	mm	
Shipping Volume seaworthy (standard supplier)	m3	
Wet weight	Kg	
Autonomy	Hours	
Sound Level	db(A)@7m	

LANGEBERG MUNICIPALITEIT MUNICIPALITY MASIPALA

Canopy Specifications
To be provided by the service provider:

AFTER- CARE MAINTENANCE

1	Are the parts readily available for your generators?	Yes / No
2	Have the company 24-hour backup and support if needed?	Yes / No

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MUNISIPALITEIT MUNICIPALITY MASIPALA

PRICING SCHEDULE:

Note: *Quantities are estimated and actual quantities should be measured on site before the procurement of material. Payment shall be made on actual quantities as measured after installation.*

A. Ashton Municipal Offices

ITEM	Unit	QTY	Unit Price (excl VAT)	Total Price (excl VAT)
1) Remove existing 90kVA generator, preserve all cables and connections and transport to the Ashton Traffic offices.	sum			
2) Supply, deliver and install Generator-Set and control panel as specified	no	1		
3) Remote Monitoring Unit and accessories	no	1		
4) Provisional amount for possible cable works, earthing etc. Only to be utilized on instruction from the Employer. 3 Quotes to be provided.	sum	1		R 20,000.00
5) Install, Commission & Test Generator	sum	1		
6) Clean site and reinstate	sum	1		
7) Transport	km	____		
8) Accommodation	sum	1		
9) 3 Year maintenance plan.	year	3		
SUB-TOTAL A: CARRIED FORWARD TO SUMMARY				

LANGEBERG MUNICIPALITY MASIPALA

B. Ashton Traffic Office:

ITEM	Unit	QTY	Unit Price (excl VAT)	Total Price (excl VAT)
1) Install Generator-Set and control panel as specified	no	1		
2) Remote Monitoring Unit and accessories	no	1		
3) New generator controller, fully compatible with existing generator and functional as required with regards to remote monitoring & control as specified. Fully installed & integrated including all cabling etc.	sum	1		
4) Supply and install cable: 50 mm² x 4-core Cu including terminations	m	60		
5) Supply and install BCEW: 25mm² including terminations	m	60		
6) Supply and install danger tape	m	26		
7) Cable trench (26m x 700mm x 300mm) including 100mm Bedding & 100mm topping and backfilling of trench.	m³	6		
8) Cable piping, racking, ladder as required	sum	1		
9) Supply bedding & topping material	m³	1.5		
10) Install concrete foundation and bunding. (Contractor to spec the foundation and Bunding).	no	1		
11) Supply and install 50mm² LT Heat Shrink Through Joint (for the jointing of the existing cable and the cable connecting to the generator.)	no	1		
12) Install, Commission & Test Generator	sum	1		
13) Clean site and reinstate	sum	1		
14) Transport	km	____		
15) Accommodation	sum	1		
16) 3 Year maintenance plan.	year	3		
17) Provisional amount for unforeseen. Only to be utilized on instruction from the Employer. 3 Quotes to be provided.	sum	1		R5,000.00
SUB-TOTAL B: CARRIED FORWARD TO SUMMARY				

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

C. Robertson Water Treatment Works:

ITEM	Unit	QTY	Unit Price (excl VAT)	Total Price (excl VAT)
1) Supply, Deliver and install Generator-Set and control panel as specified	no	1		
2) Remote Monitoring Unit and accessories	no	1		
3) Supply and install cable: 120 mm² x 4-core Cu including terminations	m	60		
4) Supply and install BCEW: 70mm² including terminations	m	60		
5) Supply and install danger tape	m	30		
6) Cable trench (30m x 700mm x 300mm) including 100mm Bedding & 100mm topping and backfilling of trench.	m³	6.5		
7) Cable piping, racking, ladder as required	sum	1		
8) Supply bedding & topping material	m³	1.8		
9) Install concrete foundation and bunding. (Contractor to spec the foundation and Bunding).	no	1		
10) Supply and install 120mm² LT Heat Shrink Through Joint (for the jointing of the existing cable and the cable connecting to the generator.)	no	1		
11) Install, Commission & Test Generator	sum	1		
12) Clean site and reinstate	sum	1		
13) Transport	km	____		
14) Accommodation	sum	1		
15) 3 Year maintenance plan.	year	3		
16) Provisional amount for unforeseen. Only to be utilized on instruction from the Employer. 3 Quotes to be provided.	sum	1		R5,000.00
SUB-TOTAL C: CARRIED FORWARD TO SUMMARY				

LANGEBERG MUNICIPALITY MASIPALA

D. Ashton Train Bridge Sewer Pumpstation:

ITEM	Unit	QTY	Unit Price (excl VAT)	Total Price (excl VAT)
1) Supply, Deliver and install Generator-Set and control panel as specified	no	1		
2) Remote Monitoring Unit and accessories	No	1		
3) Supply and install cable: 70 mm² x 4-core Cu including terminations	m	70		
4) Supply and install BCEW: 35mm² including terminations	m	70		
5) Supply and install danger tape	m	35		
6) Cable trench (35m x 700mm x 300mm) including 100mm Bedding & 100mm topping and backfilling of trench.	m³	7.5		
7) Cable piping, racking, ladder as required	sum	1		
8) Supply bedding & topping material	m³	2.1		
9) Install concrete foundation and bunding. (Contractor to spec the foundation and Bunding).	no	1		
10) Supply and install 70mm² LT Heat Shrink Through Joint (for the jointing of the existing cable and the cable connecting to the generator.)	no	1		
11) Install, Commission & Test Generator	sum	1		
12) Clean site and reinstate	sum	1		
13) Transport	km	____		
14) Accommodation	sum	1		
15) 3 Year maintenance plan.	year	3		
16) Provisional amount for unforeseen. Only to be utilized on instruction from the Employer. 3 Quotes to be provided.	sum	1		R5,000.00
SUB-TOTAL D: CARRIED FORWARD TO SUMMARY				

LANGEBERG MUNICIPALITY MASIPALA

E. Ashton Call Centre Office

ITEM	Unit	QTY	Unit Price (excl VAT)	Total Price (excl VAT)
1) Supply, deliver and install Generator-Set and control panel as specified	no	1		
2) Remote Monitoring Unit and accessories	no	1		
3) Supply and install cable: 16 mm² x 3-core Cu including terminations	m	30		
4) Supply and install danger tape	m	15		
5) Cable trench (15m x 700mm x 300mm) including 100mm Bedding & 100mm topping and backfilling of trench.	m³	3.2		
6) Cable piping, racking, ladder as required	sum	1		
7) Supply bedding & topping material	m³	1.5		
8) Install concrete foundation and bunding. (Contractor to spec the foundation and Bunding).	no	1		
9) Supply and install 16mm² LT Heat Shrink Through Joint (for the jointing of the existing cable and the cable connecting to the generator.)	no	1		
10) Install, Commission & Test Generator	sum	1		
11) Clean site and reinstate	sum	1		
12) Transport	km	____		
13) Accommodation	sum	1		
14) 3 Year maintenance plan.	year	3		
15) Provisional amount for unforeseen. Only to be utilized on instruction from the Employer. 3 Quotes to be provided.	sum	1		R5,000.00
SUB-TOTAL E: CARRIED FORWARD TO SUMMARY				

LANGEBERG MUNISIPALITEIT MUNICIPALITY MASIPALA

SUMMARY

ITEM	PRICE
A. Ashton Municipal Offices (VAT excluded)	
B. Ashton Traffic Offices (VAT excluded)	
C. Robertson Water Treatment Works (VAT excluded)	
D. Ashton Train Bridge Sewer Pumpstation (VAT excluded)	
E. Ashton Call Centre Offices (VAT excluded)	
Sub-total	
Add 15% VAT	
TOTAL (To be transferred to page 1 of this document)	

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MUNISIPALITEIT MUNICIPALITY MASIPALA

15. DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS (SBD 6.2)

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

15.1General Conditions

15.1.1 Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

15.1.2 9.1.2 Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

15.1.3 Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

15.1.4 A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

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15.1.5 9.1.5 The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

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

15.1.6 A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

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

15.2.1. Does any portion of the goods or services offered have any imported content?

(***Tick applicable box***)

YES		NO	

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

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

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

Currency	**Rates of exchange**
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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MUNISIPALITEIT MUNICIPALITY MASIPALA

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

15.2.3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTI must be informed accordingly in order for the DTI to verify and in consultation with the AO/AA provide directives in this regard.

16 LOCAL CONTENT DECLARATION

(REFER TO ANNEX B OF SATS 1286:2011)

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

IN RESPECT OF BID NO. .....

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

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

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

MUNICIPALITEIT MUNICIPALITY MASIPALA

I, the undersigned, ……..... (full names),

do hereby declare, in my capacity as …… ……..

of .....(name of bidder entity), the following:

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

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

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

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

Industry/sector/subsector	Minimum Threshold for Local Content
Electrical and telecom cables	**90%**
PVC	**100%**
CEM I , II	**100%**

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

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____

SATS 1286.2011

Annex C

Local Content Declaration - Summary Schedule

(C1)	Tender No.					
(C2)	Tender description:					
(C3)	Designated product(s)					
(C4)	Tender Authority:					
(C5)	Tendering Entity name:					
(C6)	Tender Exchange Rate:	Pula		EU		GBP
(C7)	Specified local content %					

Note: VAT to be excluded from all calculations

		Calculation of local content						Tender summary			
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)	Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C8)	*(C9)*	*(C10)*	*(C11)*	*(C12)*	*(C13)*	*(C14)*	*(C15)*	*(C16)*	*(C17)*	*(C18)*	*(C19)*

(C20) Total tender value	R	
(C21) Total Exempt imported content		R
(C22) Total Tender value net of exempt imported content		R
(C23) Total Imported content		R
(C24) Total local content		R
(C25) Average local content % of tender		

Signature of tenderer from Annex B

Date:

SATS 1286.2011

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

(D1)	Tender No.						
(D2)	Tender description:						
(D3)	Designated Products:						
(D4)	Tender Authority:						
(D5)	Tendering Entity name:						
(D6)	Tender Exchange Rate:	Pula		EU		GBP	

Note: VAT to be excluded from all calculations

A. Exempted imported content

				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Forign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	*(D8)*	*(D9)*	*(D10)*	*(D11)*	*(D12)*	*(D13)*	*(D14)*	*(D15)*	*(D16)*	*(D17)*	*(D18)*

(D19) Total exempt imported value

This total must correspond with Annex C - C 21

SATS 1286.2011

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	**Tender No.**	
(E2)	**Tender description:**	
(E3)	**Designated products:**	
(E4)	**Tender Authority:**	
(E5)	**Tendering Entity name:**	

Note: **VAT to be excluded from all calculations**

Local Products (Goods,	Description of items purchased	Local suppliers	Value
	(E6)	*(E7)*	*(E8)*
	(E9) **Total local products (Goods, Services and Works)**		

(E10)	**Manpower**	(Tenderer's manpower cost)	
(E11)	**:tory overheads**	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	**Administration overheads and n**	(Marketing, insurance, financing, interest etc.)	

(E13) **Total local content**

This total must correspond with Annex C – C24

Signature of tenderer from Annex B

Date:

17. CERTIFICATE OF AUTHORITY FOR SIGNATORY TO AGREEMENT IN TERMS OF OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT NO 85 OF 1993)

WRITTEN AGREEMENT

THIS IS IN TERMS OF SECTION 37(2) OF THE

OCCUPATIONAL HEALTH AND SAFETY ACT, 1993 (ACT 85 OF 1993)

BETWEEN:

……

(Employer)

AND

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……

(Mandatory)

INTRODUCTION

The Occupational Health and Safety Act, 1993 (Act 85 of 1993) stipulates that the Chief Executive Officer is primarily responsible or liable for the health and safety of all his/her employees. This is embedded in Section 16(1) of the said Act. This responsibility or liability is also extended to include a mandatary that performs work on behalf of the employer on his/her premises.

A "mandatary" is defined in the said Act as: - "Including an agent, contractor or subcontractor for work, but without derogating from his status in his own right as an employer or user"

In terms of Section 37(2), read with Section 41, of the said Act, it is legally possible for an employer to indemnify himself from this responsibility or liability regarding the actions of the mandatary. Section 37(2) stipulates that there should be a written agreement in place between the employer and the mandatary regarding the arrangements and procedures between them to ensure compliance by the mandatary with the provisions of the Occupational Health and Safety Act, 1993.

By ensuring that there is a written agreement in place, the Management of ……

…… is acting in a responsible manner, so as to ensure that this requirement is indeed being met.

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In order to ensure that this written agreement is honoured at all times, regular inspections of work that is performed will be conducted and if found not complying with the said agreement, a notice of non-compliance will be issued. All work will be stopped and reasons for non-compliance must be given and what corrective action will be taken to rectify the situation must be stipulated.

Management: …….

WRITTEN AGREEMENT

This is a written agreement between

The EMPLOYER

Name of Employer **:……..**

and the MANDATORY:

Name of the MANDATORY**……**

in terms Section 37(2) of the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended.

I…….representing the MANDATORY do hereby

acknowledge that…….(mandatory) is an employer in its own right with duties as prescribed in the Occupational Health and Safety Act, 1993 (Act 85 of 1993) as amended and agree to ensure that all work that will be performed, any article or substance that will be produced, processed, used, handled, stored or transported and plant and machinery that will be used, will be done in accordance with the provisions of the said Act.

I furthermore agree to comply with the provisions of the Occupational Health and Safety Act and all incorporated Regulations. I the undersigned undertake to liaise with the employer should I, for whatever reason, be unable to perform in terms of this Agreement.

Signed on this…… day of…….2022 at ……

Signature……..

On behalf of MANDATORY…….

Signature……..

On behalf of the EMPLOYER……

COMPENSATION FOR OCCUPATIONAL INJURIES AND DISEASES ACT, 1993

(ACT 130 OF 1993)

(Employer)..... has legal duty in terms of Section 89 of the said Act to ensure that all contractors with whom agreements are entered into for the execution of work are registered as employers in accordance with the provisions of this Act and that all the necessary assessments have been paid by the contractor.

In order to enter into this agreement, the following information is needed regarding the above-mentioned:

1. Contractor's registration number with the office of the Compensation Commissioner:

Registration No. / /

2. Proof that assessments have been paid: (A copy of a receipt must be handed in, in this regard.)

Attach copy of receipt

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Signature of Contractor.....

Date:.....

18 CERTIFICATION OF CORRECTNESS OF INFORMATION SUPPLIED IN THIS DOCUMENT

I /We the undersigned is/are duly authorised to do so on behalf of the firm certify that:

18.1 The information supplied is correct.

18.2 All copies of relevant information are attached.

18.3 The BBBEE points claimed are correct and based on owners/shareholders who are actively involved in the day to day management of the enterprise

18.4 I take note that payment will be effected 30 days after delivery was affected if delivered with an original invoice.

18.5 If I am classified as a dependant service provider/labour broker as stated in the fourth schedule of the Income Tax act I hereby authorise the LM to deduct PAYE and supply me with a yearly IRP 30 (only if no valid Labour Broker Certificate can be supplied).

18.6 None of the owners, directors, managers, shareholders or stakeholders of this entity is in the service of the state, or has been in the service of the state in the previous twelve months.

18.7 In case of a dispute the wording of the original approved Bid Specification Committee Document would prevail.

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_____ _____

Signature of authorised person *Date*

Personal information in block letters

Name

Surname

Telephone No

Capacity

ON BEHALF OF THE (SUPPLIER'S NAME)

Signed and sworn to before me at …….. on this the …….. day of

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……..

By the Deponent, who has acknowledged that he/she knows and understands the contents of this Affidavit, that it is true and correct to the best of his/her knowledge and that he/she has no objection to taking the prescribed oath, and that the prescribed oath will be binding on his/her conscience.

_____

Commissioner of Oaths