



KNYSNA
Municipality
Munisipaliteit
uMasipala

TENDER DOCUMENT

| | | | |
|--|--------------|---|-------------------------|
| TENDER NO | | T 46 OF 2017/18 | |
| TENDER DESCRIPTION | | Supply and delivery of a new Hook Lift 6x4 Truck | |
| CLOSING TIME | 12H00 | CLOSING DATE | 29 November 2017 |
| Tender Box: SUPPLY CHAIN MANAGEMENT UNIT FINANCE BUILDING CLYDE STREET KNYSNA 6570 | | NB: 1. All bids must be submitted on the official forms (not to be re-typed) 2. Bids must be completed in black ink in writing 3. No bids will be considered from persons in the service of the state | |
| Name of Bidder: | | | |
| Total Bid Price (Refer to pricing schedule on page 35) | | | |
| B-BBEE Status Level of Contributor | | | |
| Preference Points Claimed: | | | |
| CSD Supplier number | | | |
| CSD Unique reference number | | | |
| B-BBEE certificates submitted with the bid document MUST be VALID ORIGINAL BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES | | | |
| Prepared and Issued by: Directorate: Finance Supply Chain Management Unit Knysna Municipality | | For technical enquiries, contact: S Langlands at Tel: 044 302 6304,e-mail: slanglands@knysna.gov.za ; | |

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PART A - ADMINISTRATIVE REQUIREMENTS IN TERMS OF THE SUPPLY CHAIN MANAGEMENT POLICY

1. CHECKLIST

Please ensure that the following forms have been completed and signed and that all documents, as requested, are attached to the tender document:

| DOCUMENT | YES | NO |
|--|-----|-----|
| Authority to Sign a Bid Is the form duly completed and is a certified copy of the resolution attached? | | |
| MBD 2 - Tax Clearance Certificate Is an original or certified copy of a valid Tax Clearance Certificate attached? | | |
| MBD4 (Declaration of Interest) Is the form duly completed and signed? | | |
| MBD 6.1 (Preference Points claim form for purchases/services) Is the form duly completed and signed? Is a certified copy of the B-BBEE Certificate or the original B-BBEE Certificate attached? | | |
| MBD 6.2 (Local Production and Content) Is the form duly completed and signed? | n/a | n/a |
| MBD 8 (Declaration of Past Supply Chain Practices) Is the form duly completed and signed? | | |
| MBD 9 (Certificate of Independent Bid Determination) Is the form duly completed and signed? | | |
| MBD 15 (Certificate of Payment of Municipal Accounts) Is the form duly completed and signed? Are the Identity numbers, residential addresses and municipal account numbers of ALL members, partners, directors, etc. provided on the form as requested? | | |
| Specifications Is the form duly completed and signed? | | |
| Pricing Schedule Is the form duly completed and signed? | | |
| MBD 7.1 (Contract form – Goods) Is the form duly completed and signed? | | |
| DATA BASE REGISTRATION Is the form duly completed and signed? Are all the supporting documents attached? | | |
| Declaration of Tenderer Is the form duly completed and signed? | | |

| | | | |
|--------------|--|--------------|--|
| SIGNATURE | | NAME (PRINT) | |
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

| <u>Contact Details of Tenderer</u> | |
|---|--|
| Name of the Tenderer | |
| Name of the Contact Person | |
| Physical Address of the Tenderer | |
| Telephone: | |
| Facsimile: | |
| E-mail: | |
| Postal Address of the Tenderer | |

2. TENDER NOTICE AND INVITATION TO TENDER

T 46/2017/18 Supply and delivery of a new Hook Lift 6x4 Truck

Knysna Municipality invites tenders for the supply and delivery of a new Hook Lift 6x4 Truck.

The physical address for collection of tender documents is: **Supply Chain Management Unit, Finance Building, Queen Street, Knysna.**

A receipt for a non-refundable deposit of **R252.00** payable by cheque made out in favour of Knysna Municipality is required on collection of the tender document. Tender document can be downloaded from the Knysna Municipality website at no cost (www.knysna.gov.za) Website navigation: Information Centre – Supply Chain Management - Tenders.

Queries relating to these documents may be addressed to: Mr M Mato, Tel 044-302 6549, e-mail mmato@knysna.gov.za. Technical enquiries relating to the tender must be addressed to Mr. S Langlands at Tel: 044 302 8907, e-mail: slanglands@knysna.gov.za

The closing time for submission of bids is **12h00 on Wednesday, 29 November 2017**. Bids must be sealed in an envelope clearly marked with the bid number and title given above, and placed in the **bid box at the Supply Chain Management Unit, Finance Building, Queen Street, Knysna**, before the latter time and latest date. Telephonic, facsimile, email and/or late bids will not be accepted. Bids must be valid for a period of ninety (90) days after the closing date of the bid.

Bids will be opened on the same day at the Supply Chain Management Section at 12h05. Late or unmarked bids will not be considered.

Bids may only be submitted on the bid documentation that is issued.

Bids will be evaluated according to the **80/20** points system. The bids are subject to the Preferential Procurement Policy Framework Act 2000, the Preferential Procurement Regulations 2017 and Council Preferential Procurement Strategy adopted in terms of Section 2 of the Act.

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

Further requirements for sealing, addressing, delivery, opening and assessment of bids are stated in the Tender data.

K Chetty
Municipal Manager
Clyde Street
KNYSNA
6570

3. AUTHORITY TO SIGN A BID

1. Sole Proprietor (Single Owner Business) and Natural Person

1.1 I, _____, the undersigned, hereby confirm that I am the sole owner of the business trading as _____

OR

1.2 I, _____, the undersigned, hereby confirm that I am submitting this tender in my capacity as natural person.

| | | | |
|------------|--|-----------|--|
| SIGNATURE | | DATE | |
| PRINT NAME | | | |
| WITNESS 1 | | WITNESS 2 | |

2. Companies and Close Corporations

- 2.1 If a Bidder is a Company, a certified copy of the resolution by the board of directors, duly signed, authorising the person who signs this bid to do so, as well as to sign any contract resulting from this bid and any other documents and correspondence in connection with this bid and/or contract on behalf of the company must be submitted with this bid, that is, before the closing time and date of the bid.
- 2.2 In the case of a Close Corporation (CC) submitting a bid, a resolution by its members authorising a member or other official of the corporation to sign the documents on their behalf, shall be included with the bid.

| | | | |
|--|--|------------------|-----------|
| Date Resolution was taken | | | |
| Resolution signed by (name and surname) | | | |
| Capacity | | | |
| Name and surname of delegated Authorised Signatory | | | |
| Capacity | | | |
| Specimen Signature | | | |
| Full name and surname of all Director(s) / Member (s) | | | |
| 1. | | 2. | |
| 3. | | 4. | |
| 5. | | 6. | |
| 7. | | 8. | |
| 9. | | 10. | |
| Is a certified copy of the resolution attached? | | YES | NO |
| SIGNED ON BEHALF OF COMPANY / CC | | DATE | |
| PRINT NAME | | | |
| WITNESS 1 | | WITNESS 2 | |

3. Partnership

We the undersigned partners in the business trading as _____ hereby authorise Mr/Mrs _____ to sign this bid as well as any contract resulting from the bid and any other documents and correspondence in connection with this bid and/or contract for and on behalf of the above mentioned partnership.

The following particulars in respect of every partner must be furnished and signed by every partner:

| Full name of partner | | Signature | |
|---------------------------------|--|-----------|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF PARTNERSHIP | | DATE | |
| PRINT NAME | | | |
| WITNESS 1 | | WITNESS 2 | |

4. Consortium

We the undersigned consortium partners, hereby authorise _____ (Name of entity) to act as lead consortium partner and further authorise Mr/Ms _____ to sign this offer as well as any contract resulting from this tender and any other documents and correspondence in connection with this tender and / or contract for and on behalf of the consortium.

The following particulars in respect of each consortium member must be provided and signed by each member.

| Full name of Consortium Member | Role of Consortium Member | % Participation | Signature |
|--------------------------------|---------------------------|-----------------|-----------|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| SIGNED ON BEHALF OF CONSORTIUM | | DATE | |
| PRINT NAME | | | |
| WITNESS 1 | | WITNESS 2 | |

4. GENERAL CONDITIONS OF CONTRACT

1. DEFINITIONS

| | | |
|------|--|---|
| 1.1 | Closing Time | Means the date and hour specified in the bidding documents for the receipt of bids. |
| 1.2 | Chief Executive Officer | Means the CEO of the organisation or his/her duly authorised representative |
| 1.3 | 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 |
| 1.4 | Contract Price | means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. |
| 1.5 | 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. |
| 1.6 | Countervailing duties | are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally |
| 1.7 | 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. |
| 1.8 | Day | means calendar day. |
| 1.9 | Delivery | means delivery in compliance of the conditions of the contract or order. |
| 1.10 | Delivery ex stock | means immediate delivery directly from stock actually on hand |
| 1.11 | Delivery into consignees store or to his site | means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained. |
| 1.12 | 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. |
| 1.13 | 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. |
| 1.14 | 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. |
| 1.15 | GCC | Means the General Conditions of Contract |
| 1.16 | Goods | means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract. |
| 1.17 | Imported Content | means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured. |
| 1.18 | Letter of Acceptance | Means the written communication by the organisation to the contractor recording the acceptance by the Municipality recording the acceptance of the contractor's tender subject to the further terms and conditions to be itemized in the contract. |

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|------|------------------------------|---|
| 1.19 | Local Content | means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place. |
| 1.20 | Manufacture | means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. |
| 1.21 | Order | means an official written order issued for the supply of goods or works or the rendering of a service. |
| 1.22 | Project Site | where applicable, means the place indicated in bidding documents. |
| 1.23 | Purchaser | means the organization purchasing the goods. |
| 1.24 | Republic | Means the Republic of South Africa |
| 1.25 | SCC | Means the Special Conditions of Contract |
| 1.26 | 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. |
| 1.27 | Signature Date | Means the date of the letter or acceptance |
| 1.28 | Tender | Means an offer to supply goods/services to the organisation at a price |
| 1.29 | Tenderer | Means any person or body corporate offering to supply goods/services to the organisation |
| 1.30 | Written or In Writing | means handwritten in ink or any form of electronic or mechanical writing. |

2. APPLICATION

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|-----|---|
| 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 in the bidding documents. |
| 2.2 | Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works. |
| 2.3 | Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. |

3. GENERAL

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| 3.1 | Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged. |
| 3.2 | Invitations to bid are usually published in locally distributed news media and in the institution's website. |

4. STANDARDS

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| 4.1 | The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
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5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION

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

6. PATENT RIGHTS

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|-----|---|
| 6.1 | The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser. |
| 6.2 | When a provider developed documentation/projects the intellectual, copy and patent rights or ownership or such documents or projects will vest in the Municipality |

7. PERFORMANCE SECURITY

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

8. INSPECTIONS, TESTS AND ANALYSES

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

9. PACKAGING

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

10. DELIVERY AND DOCUMENTS

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| 10.1 | Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract. |
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11. INSURANCE

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| 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. |
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12. TRANSPORTATION

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| 12.1 | Should a price other than an all-inclusive delivered price be required, this shall be specified. |
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13. INCIDENTAL SERVICES

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|------|---|
| 13.1 | The provider may be required to provide any or all of the following services, including additional services, if any: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the provider of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the provider's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. |
| 13.2 | Prices charged by the provider 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 provider for similar services. |

14. SPARE PARTS

| | |
|------|---|
| 14.1 | As specified, the provider may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the provider: (a) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and (b) in the event of termination or production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
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15. WARRANTY

| | |
|------|---|
| 15.1 | The provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. |
| 15.2 | This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise. |
| 15.3 | The purchaser shall promptly notify the provider in writing of any claims arising under this warranty. |
| 15.4 | Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. |
| 15.5 | If the provider, 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 provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract. |

16. PAYMENT

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

17. PRICES

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

18. INCREASE / DECREASE OF QUANTITIES

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|------|--|
| 18.1 | In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price. |
|------|--|

19. CONTRACT AMENDMENTS

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|------|---|
| 19.1 | No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
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20. ASSIGNMENT

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|------|---|
| 20.1 | The provider shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent. |
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21. SUBCONTRACTS

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| 21.1 | The provider shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the provider from any liability or obligation under the contract. |
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22. DELAYS IN THE PROVIDER'S PERFORMANCE

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|------|--|
| 22.1 | Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract |
| 22.2 | If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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. |
| 22.3 | The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available. |
| 22.4 | Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties. |
| 22.5 | Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the provider'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 provider. |

23. PENALTIES

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| 23.1 | Subject to GCC Clause 25, if the provider 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 good 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. |
|------|--|

24. TERMINATION FOR DEFAULT

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|------|---|
| 24.1 | The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the provider, may terminate this contract in whole or in part: <ul style="list-style-type: none"> (a) if the provider fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the provider fails to perform any other obligation(s) under the contract; or (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. |
| 24.2 | 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated. |

25. ANTI-DUMPING AND COUNTER-VAILING DUTIES AND RIGHTS

| | |
|------|--|
| 25.1 | When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. |
|------|--|

26. FORCE MAJEURE

| | |
|------|---|
| 26.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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. |
| 26.2 | If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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. |

27. TERMINATION FOR INSOLVENCY

| | |
|------|---|
| 27.1 | The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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, |
|------|---|

28. SETTLEMENT OF DISPUTES

| | |
|------|---|
| 28.1 | If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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. |
| 28.2 | 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 provider 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. |
| 28.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. |
| 28.4 | Notwithstanding any reference to mediation and / or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract |

29. LIMITATION OF LIABILITY

| | |
|------|--|
| 29.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and (b) the aggregate liability of the provider 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. |
|------|--|

30. GOVERNING LANGUAGE

| | |
|------|--|
| 30.1 | 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. |
|------|--|

31. APPLICABLE LAW

| | |
|------|--|
| 31.1 | The contract shall be interpreted in accordance with South African laws, unless otherwise specified. |
|------|--|

32. NOTICES

| | |
|------|---|
| 32.1 | Every written acceptance of a bid shall be posted to the provider 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. |
| 32.2 | 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. |

33. TAXES AND DUTIES

| | |
|------|---|
| 33.1 | A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. |
| 33.2 | A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser. |
| 33.3 | 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 bidders are in order. |

34. TRANSFER OF CONTRACTS

- | | |
|------|--|
| 34.1 | The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser. |
|------|--|

35. AMENDMENT OF CONTRACTS

- | | |
|------|---|
| 35.1 | 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. |
|------|---|

5. MBD 2 - TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Services (SARS) to meet the bidder's tax obligations.

- | | |
|-----|--|
| 2.1 | In order to meet this requirement bidders are required to complete in full form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. |
| 2.2 | SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval. |
| 2.3 | The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable. |
| 2.4 | In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate. |
| 2.5 | Copies of the TCC001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za |
| 2.6 | Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za |

6. MBD 4 – DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:

| | | | | | | | | | | | | | | |
|------|---|--|--|--|--|--|--|--|--|--|--|--|--|--|
| 3.1. | Full Name of bidder or his or her representative | | | | | | | | | | | | | |
| 3.2. | Identity Number | <table border="1" style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 12.5%; height: 20px;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> <td style="width: 12.5%;"></td> </tr> </table> | | | | | | | | | | | | |
| | | | | | | | | | | | | | | |
| 3.3. | Position occupied in the Company (director, shareholder etc.) | | | | | | | | | | | | | |
| 3.4. | Company Registration Number | | | | | | | | | | | | | |
| 3.5. | Tax Reference Number | | | | | | | | | | | | | |

¹ MSCM Regulations: "in the service of the state" means to be –

- (a) member of –
 - i. any municipal council;
 - ii. any provincial legislature; or
 - iii. the national Assembly or the national Council of provinces;
- (b) member of the board of directors of any municipal entity;
- (c) official of any municipality or municipal entity;
- (d) employee of any national or provincial department, national or provincial public entity or constitutional institution within

| | | | |
|--------|---|-----|----|
| 3.6. | VAT Registration Number | | |
| 3.7. | Are you presently in the service of the state? | YES | NO |
| 3.7.1 | If so, furnish particulars: | | |
| | | | |
| 3.8 | Have you been in the service of the state for the past twelve months? | YES | NO |
| 3.8.1 | If so, furnish particulars | | |
| | | | |
| | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.9.1 | If so, furnish particulars: | | |
| | | | |
| 3.10 | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.10.1 | If so, furnish particulars | | |
| | | | |
| 3.11 | Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |
| 3.11.1 | If so, furnish particulars: | | |
| | | | |
| 3.12 | Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |
| 3.12.1 | If so, furnish particulars: | | |
| | | | |
| 3.8. | VAT Registration Number | | |
| 3.9. | Are you presently in the service of the state? | YES | NO |
| 3.7.1 | If so, furnish particulars: | | |
| | | | |
| 3.8 | Have you been in the service of the state for the past twelve months? | YES | NO |
| 3.8.1 | If so, furnish particulars | | |
| | | | |

- the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) member of the accounting authority of any national or provincial public entity; or
- (f) employee of Parliament or a provincial legislature.

| | | | |
|--------------|--|------------|-----------|
| | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.9.1 | If so, furnish particulars: | | |
| | | | |
| 3.10 | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.10.1 | If so, furnish particulars | | |
| | | | |
| 3.11 | Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |
| 3.11.1 | If so, furnish particulars: | | |
| | | | |
| 3.12 | Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |
| 3.12.1 | If so, furnish particulars: | | |
| | | | |
| 3.10. | VAT Registration Number | | |
| 3.11. | Are you presently in the service of the state? | YES | NO |
| 3.7.1 | If so, furnish particulars: | | |
| | | | |
| 3.8 | Have you been in the service of the state for the past twelve months? | YES | NO |
| 3.8.1 | If so, furnish particulars | | |
| | | | |
| | Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.9.1 | If so, furnish particulars: | | |
| | | | |
| 3.10 | Are you aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? | YES | NO |
| 3.10.1 | If so, furnish particulars | | |
| | | | |
| 3.11 | Are any of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |

| | | | |
|--------|--|-----|----|
| 3.11.1 | If so, furnish particulars: | | |
| | | | |
| 3.12 | Is any spouse, child or parent of the company's directors, managers, principle shareholders or stakeholders in the service of the state? | YES | NO |
| 3.12.1 | If so, furnish particulars: | | |
| | | | |

4. DECLARATION

I, the undersigned (name) _____, certify that the information furnished in paragraph 3 above is correct.

I accept that the state may act against should this declaration prove to be false.

| | | | |
|-------------------|--|------|--|
| SIGNATURE | | DATE | |
| NAME OF SIGNATORY | | | |
| POSITION | | | |
| NAME OF COMPANY | | | |

7. MBD 6.1 PROCUREMENT REGULATIONS 2017 – PURCHASES / SERVICES (80/20)

MBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

- 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
- 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:

- Price; and
- B-BBEE Status Level of Contributor.

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

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

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

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

2. DEFINITIONS

- “B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- “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;
- “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;
- “Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- “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;
- “functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- “prices”** includes all applicable taxes less all unconditional discounts;
- “proof of B-BBEE status level of contributor”** means:

PARAGRAPHS 1.4 AND 4.1

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

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

7. SUB-CONTRACTING

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

(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

7.1.1 If yes, indicate:

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

(**Tick applicable box**)

| | | | |
|-----|--|----|--|
| YES | | NO | |
|-----|--|----|--|

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium

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

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:.....

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

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due

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

| | |
|--|---|
| <p>WITNESSES</p> <p>1.</p> <p>2.</p> | <p style="text-align: center;">..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p> <p>.....</p> |
|--|---|

8. MBD 6.2 – DECLARATION CERTIFICATE LOCAL PRODUCTION AND CONTENT

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 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:201x.

1. General Conditions
 - 1.1. Preferential Procurement Regulations, 2017 (Regulation 9. (1) and 9. (3) Make provision for the promotion of local production and content.
 - 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
 - 1.3. Regulation 9.(3) prescribes that where there is no designated sector, a specific bidding condition may be included, that only locally produced services, works or goods or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered.
 - 1.4. Where necessary, for bids referred to in paragraphs 1.2 and 1.3 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
 - 1.5. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
 - 1.6. The local content (LC) as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 201x as follows:

$$LC = 1 - \frac{\text{SABS}}{\text{SABS}} \times 100$$

Where
x imported content
y bid price 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, one week (7 calendar days) prior to the closing date of the bid as indicated in paragraph 4.1 below.

- 1.7. A bid will be disqualified if:
- the bidder fails to achieve the stipulated minimum threshold for local production and content indicated in paragraph 3 below; and
 - this declaration certificate is not submitted as part of the bid documentation.

2. Definitions

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

3. The stipulated minimum threshold(s) for local production and content for this bid is/are as follows:

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

4. Does any portion of the services, works or goods offered have any imported content? YES / NO

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.6 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date, one week (7 calendar days) prior to the closing date 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:

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |

| | |
|-------|--|
| Yen | |
| Other | |

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

**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 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.

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 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.
- (c) The local content has been calculated using the formula given in clause 3 of SATS 1286, the rates of exchange indicated in paragraph 4.1 above and the following figures:

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

If the bid is for more than one product, a schedule of the local content by product shall be attached.

- (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.
- (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, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

| | | | |
|-------------------|--|-------------------|--|
| SIGNATURE | | DATE: | |
| WITNESS 1: | | WITNESS 2: | |
| DATE: | | DATE: | |

9. MBD 8 – DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

| | | | |
|-------|--|-----|----|
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes | No |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes | No |
| 4.7.1 | If so, furnish particulars: | | |

5. CERTIFICATION

I, the undersigned (full name), _____, certify that the information furnished on this declaration form true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

| | | | |
|---------------|--|---------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | DATE: | |
| NAME OF FIRM: | | | |

10. CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Municipal Bidding Document (MBD) must form part of all bids² invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).³ Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
3. Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and

²Includes price quotations, advertised competitive bids, limited bids and proposals.

³ 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.

- c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
4. This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
5. In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

CERTIFICATE OF INDEPENDENT BID DETERMINATION:

In response to the invitation for the bid made by:

KNYSNA MUNICIPALITY

I, the undersigned, in submitting the accompanying bid, hereby make the following statements that I certify to be true and complete in every respect:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
 - (a) 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:
 - (b) has been requested to submit a bid in response to this bid invitation;
 - (c) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (d) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
5. 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 consortium⁴ will not be construed as collusive bidding.
6. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - a) prices;
 - b) geographical area where product or service will be rendered (market allocation)
 - c) methods, factors or formulas used to calculate prices;
 - d) the intention or decision to submit or not to submit, a bid;
 - e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - f) bidding with the intention not to win the bid.
7. 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.
8. 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.
9. 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

**NAME
(PRINT)**

⁴ 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.

| | | | |
|--------------|--|------|--|
| CAPACITY | | DATE | |
| NAME OF FIRM | | | |

11. MDB 15 – Certificate for Payment of Municipal Services

NAME OF THE BIDDER: _____

FURTHER DETAILS OF THE BIDDER'S; Director / Shareholder / Partners, etc:

| Director / Shareholder / partner | Physical address of the Business | Municipal Account number(s) | Physical residential address of the Director / shareholder / partner | Municipal Account number(s) |
|----------------------------------|----------------------------------|-----------------------------|--|-----------------------------|
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |
| | | | | |

NB: Please attach certified copy (ies) of ID document(s)

I, _____,

(Full name in block letters) the undersigned, certify that the information furnished on this declaration form is correct and that I / we have no undisputed commitments for municipal services towards a municipality in respect of which payment is overdue for more than 90 days.

If the value of the transaction is expected to exceed R10 million (VAT included) I certify that the bidder has no undisputed commitments for municipal services towards a **Municipality** in respect of which payment is overdue for more than 30 days;

THUS DONE AND SIGNED for and on behalf of the Bidder, at _____, on the _____ day of _____ 20____.

| | |
|--|--|
| Number of sheets appended by the tenderer to this schedule (If nil, enter NIL) | |
|--|--|

| | | | |
|------------|--|---------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | NAME OF FIRM: | |

For office use (comments):

PART B – SPECIFICATIONS AND PRICING SCHEDULE

| | YES | NO | Proof provided |
|---|-----|----|----------------|
| Are you registered as a Motor Dealer as contemplated in the National Road Traffic Act of 1996? (Tenderers who are not registered will not be considered further). | | | Page: |
| Please attached the product brochure or vehicle specifications | | | Page: |

12.1 GENERAL CONDITIONS OF TENDER

1. **This Bid is for the supply and delivery of a brand new Hook lift AL16 Truck which shall be registered for the first time in the name of the Knysna Local Municipality.**
2. Only bids from bidders accredited with the Retail Motor Industry organization (RMI) will be considered. Please attach proof of accreditation. Certified copy of accreditation to be submitted with the tender document.
3. The vehicles shall be supplied fully licensed with fitted registration number plates and permits when applicable.
4. Tenderers shall state the availability of spare parts and where these are held. Preference will be given to tenderers who can give a firm assurance that spare parts for all components of the vehicle are readily available locally or within the 500 km radius.
5. Full training and instructions shall be provided to ensure correct operating and proper maintenance of equipment and vehicle.
6. The appropriate driver's manual, parts manual, and service manual are to be supplied with the vehicle.
7. **The cost of the license/registration, accessories and number plates must be included in the tender price and shall not be quotes as "extras".**
8. The Vehicle specifications must be submitted with the tender document.
9. **The vehicles must be delivered within 8 - 20 weeks from the date of receipt of official order.**

Please note that the specification provided are the minimum specification

| DESCRIPTION: | SPECIFICATIONS: | YES | NO |
|-----------------------------|--|-----|----|
| 10. SERVICE FACILITY | Bidders must have fully equipped facilities within the Eden District area which is Original Equipment Manufacturer (OEM) approved for the maintenance, repair, testing and major overhauls of the items tendered. | | |
| 11. DRIVER'S CAB | The driver's cab of a vehicle must be adequately insulated against engine heat and noise and should be adequately noise dampened and suitably ventilated. | | |
| 12.TYRES | The vehicles must be fitted with Steel Belt Radial, tubeless tyres of a rated capacity not less than the load which will be imposed on them when the vehicle is loaded to its maximum designed load. Different ply ratings on front and rear wheels will not be acceptable. Where different sizes of front and rear wheels are | | |

| | | | |
|---|---|--|--|
| | offered, one spare wheel complete with tubeless tyre must be supplied for each size | | |
| 13. SPARE WHEEL | All spare wheels, for other than a standard type vehicle must be mounted and if externally mounted, must be lockable. | | |
| 14. PAINTING | <p>Spray painting, where specified, must be effected by the manufacturer of the vehicle. Re-spraying over the original colour will not be acceptable unless specifically authorised by the Councils representative for this Bid.</p> <p>Any additional cost which may be incurred in painting a vehicle in the colour/colours requested in the specification must be included in the Bided price and will not be quoted under "extras" unless this is clearly contradicted in the Item Specification.</p> <p>Where Standard Factory White is specified, this must be a Brilliant White and not an off-white colour.</p> | | |
| 15. REGISTRATION PLATES (NUMBER PLATES): | <p>The vehicles must be supplied and fitted with number plates that should be displayed in a manner which complies with the relevant SANS specifications and conforms to the current Road Traffic Act No 93 of 1996 as amended with regards to the securing of it.</p> <p>These plates must be clearly visible under all circumstances.</p> <p>No selling dealer name or other wording will be incorporated in the surround.</p> | | |
| 16 .ACCESSORIES | 2 x 4.5kg Fire Extinguisher fitted inside the cab | | |
| | A fuel tank filling orifice with locking device. | | |
| | Standard tools necessary for wheel changing. | | |
| | Slim Line Light Bar (LED Cluster) | | |
| 17. SAFETY BELTS | Must be supplied and fitted in accordance with Regulation 213 of the Road Traffic Act No 93 of 1996 as amended. | | |
| 18. BATTERIES | Batteries, if externally mounted, must be lockable. | | |
| 19.THE OCCUPATIONAL HEALTH AND SAFETY ACT 1993 | Any auxiliary machinery fitted to a motor vehicle or to a trailer shall comply in all aspects with the Occupational Health and Safety Act No 85 of 1993, as amended, and the Regulations framed there under. | | |
| 20. RUSTPROOFING: | <p>The vehicle offered must have a full three year Manufacturer's warranty against rust.</p> <p>Should any additional accessories, such as lights, have to be fitted to the manufactured bodywork, the rust proofing of the holes and interface between the accessories attached and the original body will be to the approval of the Council's representative.</p> | | |
| 21. COMPULSORY SPECIFICATIONS: | Notwithstanding anything to the contrary contained in these specifications offers of a motor vehicle, where applicable, must comply with the latest SANS Compulsory Vehicle Standards requirements as well as the Road Traffic Act No 93 of 1996 as amended. | | |
| 22. EMISSIONS CONTROL ACT | <p>Knysna Municipality has embarked on a programme which ensures that all their vehicles supplied on Bids comply with their initiatives to reduce carbon emissions and other pollutants.</p> <p>As a minimum all current vehicles supplied must comply with the following:-</p> | | |

| | | | |
|---------------------------------------|--|--|--|
| | <ul style="list-style-type: none"> • Vehicles shall meet a minimum emission standard of EURO 2. • The requirements as laid out in the Government Gazette 3324 of 2003 • The Atmospheric Pollution Prevention Act, 1965(Act 45 of 1965) • Standards as specified in Government Gazette No 27409 of 1 April 2005 (when these become applicable). • National Environmental Management: Air Quality Act No 39 of 2004 | | |
| 23. MICRODOTS | <p>All vehicles must be supplied with microdots. The microdots must be applied in various overt places on the vehicle. These microdots must carry the vehicles 17 digit vehicle identification number (VIN) and must be able to be irremovable by thieves</p> <p>The microdots will have to comply with SANS 524-1.</p> | | |
| 24. EMERGENCY WARNING TRIANGLE | <p>All vehicles must conform to the National Road Traffic Act and should carry the prescribed emergency warning triangles</p> | | |
| 25. GUARANTEE | <p>The Bidder must give a minimum of one year or 45 000 km on parts and labour that all goods covered by this contract are satisfactory design, material, parts and workmanship and is fit for the purpose for which they are required and in addition will warrant all materials, parts and workmanship against latent defects.</p> | | |

Knysna Municipality will only accept Bids from entities that are registered motor dealers or manufacturers as contemplated in the National Road Traffic Act of 1996.

| | | |
|--|-----------------------|------|
| I, the undersigned, have read and understand the conditions given above: | | |
| COMPANY | SIGNATURE OF TENDERER | DATE |
| | | |

12.2 TECHNICAL SPECIFICATIONS

Your pricing schedule will not be considered if this table is not completed

ITEM NO: 1

DESCRIPTION: 2 x Hook Lift 6x4 Truck

| DESCRIPTION: | SPECIFICATIONS: | Comply (Yes/No) | Variance |
|--|---|-----------------|----------|
| MANUFACTURER | | | |
| ENGINE: | | | |
| Quantity | Two (2) | | |
| Colour | Standard Factory White | | |
| Capacity | Not less than 10 500 cm ³ | | |
| Fuel Type | Diesel. | | |
| Max Power Output | Not less than 300 kW | | |
| Max Torque | Not less than 1800 Nm | | |
| TRANSMISSION/PERFORMANCE: | | | |
| Automatic or Manual | Manual | | |
| Type | Synchro | | |
| Operation | Hydraulically operated | | |
| BRAKES | | | |
| System type | Full air | | |
| Exhaust brake | Yes | | |
| CAB | | | |
| Type | Roof sleeper Cab | | |
| No of Seats | Three (3) | | |
| Air Condition | Yes | | |
| Radio | Yes | | |
| Tilt cab | Yes | | |
| TELESCOPIC HOIST | | | |
| Type | AL16 | | |
| Maximum lifting capacity | 16 tonnes | | |
| Loading angle | 21 degrees | | |
| Tipping angle | 56 degrees | | |
| Equipment net weight | 1800 kg | | |
| Operational cycle time | 70 | | |
| Container length | Min- 4800mm and Max 5600mm | | |
| Body locking | Rear hydraulic body locking (outside or inside) | | |
| SLIM LINE LIGHT BAR RANGE | | | |
| Ultra-low profile unit, | Yes | | |
| LED Cluster – 2 Cluster each side | Yes | | |
| Colour to be amber | Yes | | |
| All- round 360 degree light output. | Yes | | |
| Long service life due to LED generation 3 technology and no moving parts | Yes | | |
| LEDs rated to 100 000 operational hours. Solid state electronics | Yes | | |
| Aluminium extrusion base for strength and durability. | Yes | | |
| Polycarbonate lenses with UV protection | Yes | | |
| FIRE EXTINGUISHER | | | |
| | 2 X 4.5kg on each side of Cab | | |

| | | | |
|----------------------------|----------------|--|--|
| | | | |
| SPARE TYRE | YES | | |
| | | | |
| SPARE WHEEL COURIER | Under the body | | |

| | | |
|--|-----------------------|------|
| I, the undersigned, have read and understand the Specifications given above: | | |
| COMPANY | SIGNATURE OF TENDERER | DATE |
| | | |

13. PRICING

| Item No | Description | Quantity | Net Unit Price (R) Excluding VAT | On Road and Registration Costs | Delivery costs (R) Excluding VAT | Total Price (R) Excluding VAT | Make and Model of Vehicle Offered |
|-------------|---------------------|----------|----------------------------------|--------------------------------|----------------------------------|-------------------------------|-----------------------------------|
| 1 | Hook Lift 6x4 Truck | 2 | | | | | |
| SUB TOTAL | | | | | | | |
| 14% VAT | | | | | | | |
| GRAND TOTAL | | | | | | | |

14. MBD 7.1 – Contract Form – Purchase of Goods / Works

NOTE:

1. This form must be completed 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 purchase will be in possession of originally signed contracts for their respective records.
2. NO correction fluid/tape may be used.
3. In the event of a mistake having been made, it shall be crossed out in ink and be accompanied by an initial at each and every alteration

PART 1 (To be completed by the TENDERER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to the **Knysna Municipality** in accordance with the requirements and specifications stipulated in tender no T46/2017/18 and the price(s) as per the pricing schedule. My offer(s) remain(s) binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
Binding documents, viz
 - (a) Invitation to bid
 - (b) Tax clearance certificate
 - (c) Pricing schedule(s)
 - (d) Technical Specification(s)
 - (e) Preference claims in terms of the Preferential Procurement Regulations 2017
 - (f) Declaration of Interest
 - (g) Special Conditions of Contract; and
 - (h) General Conditions of Contract
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any the person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

| | | | |
|--------------|--|---------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | DATE | |
| NAME OF FIRM | | | |
| WITNESS 1 | | WITNESS 2 | |
| DATE | | DATE | |

CONTRACT FORM – PURCHASE OF GOODS / WORKS

PART 2(To be completed by the KNYSNA MUNICIPALITY)

1. I, _____ in my capacity as _____, accept your bid under

reference number _____, dated _____, for the supply of goods / works indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating delivery instructions in forthcoming
3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30(thirty) days after receipt of an invoice accompanied by the delivery note.
4. I confirm that I am duly authorised to sign this contract.

TO BE COMPLETED BY THE KNYSNA MUNICIPALITY

| | | |
|---------------------|--|------------------------|
| SIGNATURE: | | OFFICIAL STAMP: |
| NAME (PRINT) | | |
| WITNESS 1 | | |
| WITNESS 2 | | |

15. DECLARATION BY TENDERER

I/We acknowledge that I / we am / are fully acquainted with the contents of the conditions of tender of this tender document and that I / we accept the conditions in all respects.

I/We agree that the laws of the Republic of South Africa shall be applicable to the contract resulting from the acceptance of my / our tender and that I / we elect *domicillium ditandi et executandi* (physical address at which legal proceedings may be instituted) is the Republic at:

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

I/We furthermore confirm I / we satisfied myself / ourselves as to the correctness and validity of my / our tender; that the price quoted cover all work / items specified in the tender documents and that the price(s) cover all my / our obligations under a resulting contract and that I / we accept that any mistake (s) regarding price and calculations will be at my / our risk.

I/We furthermore confirm that my / our offer remained binding upon me / us and open for acceptance by the Purchaser / Employer during the validity period indicated and calculated from closing date of the bid.

| | | | |
|---------------------|--|----------------------|--|
| SIGNATURE: | | NAME (PRINT): | |
| CAPACITY: | | DATE | |
| NAME OF FIRM | | | |

| | | | |
|-----------|--|-----------|--|
| WITNESS 1 | | WITNESS 2 | |
| DATE | | DATE | |

PART C – DATABASE REGISTRATION

To be a potential supplier to the Municipality this **Supplier Registration Information (SRI)** must be completed and updated annually to enable the generation of orders which will expedite the payment of supplier invoices. An important feature of SRI is the **Procurement Business Number (PBN)** created using your SARS Business Number to uniquely identify your business. This number must always be reflected on quotes/invoices submitted. Private Companies and Close Corporations are required by legislation to reflect their registration numbers as well as the names of Directors and members on all correspondence including quotes and invoices.

This registration will be used by the procurement section to identify and / or inform suppliers of opportunities when they occur. All opportunities above R30 000 are regularly published on our website. Warehouse items required from time to time can be viewed at www.knysna.gov.za

It is not necessary to have a tax clearance to register. It must be noted that legislation prescribes that all transactions exceeding R30 000 annually requires a tax clearance certificate of good standing from SARS. Orders will only be generated in favour of businesses that are compliant on this and the submission of a clearance certificate is therefore strongly advised.



FOR OFFICE USE

PBN

FIN YEAR

| | | | |
|--|--|--|--|
| | | | |
| | | | |

Tax Clearance Certificate No. (old year)

| | | | | | | | | | | | | | | | | | | | |
|--|--|--|--|---|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|
| | | | | / | | / | | | | | / | | | | | | | | |
|--|--|--|--|---|--|---|--|--|--|--|---|--|--|--|--|--|--|--|--|

Tax Clearance Certificate No. (new year)

[illegible]

(Attach certificate)

Contact Information

Fill in the white blocks only where particulars have changed.

Name

[illegible]

Tel No.

Cell No.

Fax No.

E-mail

Business details (As per SARS tax clearance when applicable)

Trading Name

[illegible]

Legal Name

Company Reg No

Tax Ref No.

Vat Ref No.

PAYE

SDL No.

UIF No.

Business Profile (List all Partners, Proprietors and Shareholders)

| Name | ID Number | % Owned | M/F | HDI (Y/N) | D/ABLED (Y/N) |
|------|-----------|---------|-----|--------------|------------------|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

[illegible]

Town of office nearest to Knysna

Postal Address

[illegible]

| Banking Details | |
|-------------------------|--|
| Bank Name | Bank of America |
| Account Number | 1234567890123456 |
| Routing Number | 9876543210 |
| Branch Name | Main Branch |
| Branch Address | 123 Main St, New York, NY 10001 |
| Branch Phone | (212) 555-1234 |
| Branch Email | info@bankofamerica.com |
| Branch Website | www.bankofamerica.com |
| Branch Hours | Mon-Fri: 9am-5pm, Sat: 10am-4pm, Sun: Closed |
| Branch Services | ATM, Drive-Through, Online Banking, Mobile App |
| Branch Fees | Monthly Fee: \$5.00, ATM Fee: \$3.00, Overdraft Fee: \$35.00 |
| Branch Rewards | Bank of America Rewards Card |
| Branch Security | 24/7 Security, CCTV, Safe Deposit Boxes |
| Branch Compliance | Equal Housing Lender, NMLS ID: 123456 |
| Branch Contact | Customer Service: 1-800-432-1000 |
| Branch Location | 123 Main St, New York, NY 10001 |
| Branch Map | View Map |
| Branch Reviews | Read Reviews |
| Branch Ratings | 4.5/5 (100 Reviews) |
| Branch Awards | Best Bank in America 2023 |
| Branch Partners | Bank of America Business, Bank of America Personal |
| Branch Affiliates | Bank of America Merrill Lynch, Bank of America Securities |
| Branch Franchise | Bank of America Franchise |
| Branch History | Bank of America History |
| Branch Future | Bank of America Future |
| Branch News | Bank of America News |
| Branch Events | Bank of America Events |
| Branch Careers | Bank of America Careers |
| Branch Contact Us | Bank of America Contact Us |
| Branch Privacy Policy | Bank of America Privacy Policy |
| Branch Terms of Service | Bank of America Terms of Service |
| Branch Disclaimer | Bank of America Disclaimer |
| Branch FAQ | Bank of America FAQ |
| Branch Glossary | Bank of America Glossary |
| Branch Resources | Bank of America Resources |
| Branch Tools | Bank of America Tools |
| Branch Calculators | Bank of America Calculators |
| Branch Blog | Bank of America Blog |
| Branch Podcast | Bank of America Podcast |
| Branch YouTube | Bank of America YouTube |
| Branch Instagram | Bank of America Instagram |
| Branch Facebook | Bank of America Facebook |
| Branch Twitter | Bank of America Twitter |
| Branch LinkedIn | Bank of America LinkedIn |
| Branch RSS | Bank of America RSS |
| Branch sitemap | Bank of America sitemap |
| Branch robots.txt | Bank of America robots.txt |
| Branch 404 | Bank of America 404 |
| Branch 500 | Bank of America 500 |
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| Branch 542 | Bank of America 542 |
| Branch 543 | Bank of America 543 |
| Branch 544 | Bank of America 544 |
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| Branch 550 | Bank of America 550 |
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| Branch 556 | Bank of America 556 |
| Branch 557 | Bank of America 557 |
| Branch 558 | Bank of America 558 |
| Branch 559 | Bank of America 559 |
| Branch 560 | Bank of America 560 |
| Branch 561 | Bank of America 561 |
| Branch 562 | Bank of America 562 |
| Branch 563 | Bank of America 563 |
| Branch 564 | Bank of America 564 |
| Branch 565 | Bank of America 565 |
| Branch 566 | Bank of America 566 |
| Branch 567 | Bank of America 567 |
| Branch 568 | Bank of America 568 |
| Branch 569 | Bank of America 569 |
| Branch 570 | Bank of America 570 |
| Branch 571 | Bank of America 571 |
| Branch 572 | Bank of America 572 |
| Branch 573 | Bank of America 573 |
| Branch 574 | Bank of America 574 |
| Branch 575 | Bank of America 575 |
| Branch 576 | Bank of America 576 |
| Branch 577 | Bank of America 577 |
| Branch 578 | Bank of America 578 |
| Branch 579 | Bank of America 579 |
| Branch 580 | Bank of America 580 |
| Branch 581 | Bank of America 581 |
| Branch 582 | Bank of America 582 |
| Branch 583 | Bank of America 583 |
| Branch 584 | Bank of America 584 |
| Branch 585 | Bank of America 585 |
| Branch 586 | Bank of America 586 |
| | |

[illegible]

Kindly categorize your company / organization into one of the following: (Tick relevant box)

| | | | | | | | | | |
|--|----|------------------|--|----|------------|--|----|--------------|--|
| | 17 | Consultant | | 27 | Contractor | | 37 | Manufacturer | |
| | 47 | Service Provider | | 57 | Supplier | | 67 | Other | |

| | |
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|-------------------------------|--|
| BEE info (Attach certificate) | |
|-------------------------------|--|

| | | | | | |
|-----------------|--|----------------------------------|------------|-------------|--|
| BEE Status | | BEE Procurement Recognitions (%) | | Expiry Date | |
| Certificate No. | | | Issued By: | | |

| |
|-------------|
| Declaration |
|-------------|

I, the undersigned (Name)

_____ acknowledge that:

1. The above is true and correct.
2. An agreement only exists once an official order has been generated.
3. Council reserves the right to verify the information supplied.
4. All goods to be delivered to the Municipal Stores, Fechter Street, Industrial Area, Knysna.
5. This documentation can be faxed or e-mailed to the address as stated.
6. I, we agree that monies owed to the Council may be recovered from any Council payment to be made for goods or services supplied, at the discretion of the CFO.
7. We the undersigned declare that we have no close family member in the service of the state or employed by any organ of state.

Position

Name _____

Signature

Date _____

FOR OFFICE USE ONLY

CHECKED BY: