



**MERA FONG CITY LOCAL MUNICIPALITY  
APPOINTMENT OF A SERVICE PROVIDER FOR THE COLLECTION OF  
WATER AND ELECTRICITY METER READINGS FOR ALL THE AREAS  
WITHIN MERA FONG CITY LOCAL MUNICIPALITY FOR A PERIOD OF  
THREE YEARS.**

**TENDER NUMBER: F (REV) 17/03/2526**

Name of Company	
Name of Representative	
Physical Address	
Postal Address	
Contact Number:	Tel . _____ Fax . _____ Cell . _____
BBBEE Contributor Status Level	
CSD Registration Number	
SARS Tax Pin Number	
<b>Tender Amount</b>	<b>R</b> _____

**Prepared for:**  
Merafong City Local Municipality  
3 Halite Street  
Carletonville  
2499

**Prepared By:**  
Merafong City Local Municipality  
3 Halite Street  
Carletonville  
2499



## MERAFONG CITY LOCAL MUNICIPALITY

03 HALITE, CARLETONVILLE, 2499 - TEL (018) 788 9500

For Bid Document Enquiry: Babalwa Tsotso 018 788 9500

E-Mail: [btsotso@merafong.gov.za](mailto:btsotso@merafong.gov.za)

### BID NOTICE

BID NO.	DESCRIPTION	FUNCTIONALITY	DOCUMENT AVAILABILITY	CLOSING DATE	ENQUIRIES
F (REV) 17/03/2526	Appointment of a service provider for the collection of water and electricity meter readings for all the areas within Merafong City Local Municipality for a period of three years.	Minimum of 70/100 to proceed to next evaluation stage	10 March 2026	14/04/2026 @ 10H00 @ SCM Unit	Ms. Babalwa Tsotso (SCM) - 018 788 9500, <a href="mailto:btsotso@merafong.gov.za">btsotso@merafong.gov.za</a>  Technical Information: Mr. T Ramaru 018 788 9500 <a href="mailto:tramaru@merafong.gov.za">tramaru@merafong.gov.za</a>

Bids are hereby invited based on the above-mentioned information

**Bid documents will be available for the non-refundable fee of R 1 322.62 vat inclusive (proof of payment must be attached with the returnable document) on weekdays from 07:30 until 15:30, at Merafong Local Municipality at SCM offices situated on the corner of 3 Halite and Gold Street, Carletonville, 2499 and bid documents will also be made available for the same document fee electronically on etenders portal and the Merafong City Local Municipality website.**

**Merafong City LM Banking Details- Nedbank Current Account No: 1454087331**

Bids are to be completed in accordance with the conditions contained in the bid documents and must be placed in a sealed envelope and externally endorsed:

**Relevant Bid number: Relevant Bid description.**

Bids must be deposited in Bid Box 1, situated at the Revenue Section, Cnr Halite and Gold Street, Carletonville and is open between 07h30 and 16h00. Bids will be opened immediately thereafter, in public.

**BIDDERS SHALL TAKE NOTE OF THE FOLLOWING BID CONDITIONS:**

1. Companies must be registered on the CSD database and suppliers must submit CSD report not older than 3 months, link: [www.csd.gov.za](http://www.csd.gov.za)
2. Attach municipal account for rates and taxes of both company and directors appearing in CK not owing for more than 90 days, or if the municipal account is not on your names, please submit copy of Lease Agreement with proof of payment for 3 months from the Bank (No statements).
3. Certified copies of Identity Documents (ID's) for all shareholders/owner(s)/partners registered on the CK forms.
4. Copies of Company Registration documents (CK 1) must be submitted.
5. Bidders must attach a valid tax pin certificate.
6. **NB: EVALUATION OF THE BID:** The evaluation of proposal/bids will be conducted in the following stages, - compliance requirements and second stage will be assessment on functionality.
7. 80/20 Preference point scoring system will apply, where 80 points will be allocated for price only and 20 Specific goals points scored.
8. Attach receipt as proof of purchase of the bid document and ensure that the receipt is secured in the document.

**TERMS AND CONDITIONS:**

- Failure to comply with these conditions will result in immediate disqualification of your bid.
- The Merafong Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the whole or part of the bid or to withdraw.
- Bids which are late, incomplete, unsigned, completed in pencil, use of correction pen/tippex, submitted by facsimile or electronically, will not be accepted.
- Bids submitted are to hold good for a period of 90 working days.
- Bids must only be submitted on the documentation provided by the Merafong Local Municipality; (original bid documents)

**D.D. Mabuza**  
**Municipal Manager**  
**Merafong City Local Municipality**

**SPECIFICATIONS FOR THE COLLECTION OF WATER AND ELECTRICITY METER READING FOR ALL THE AREAS WITHIN MERA FONG CITY LOCAL MUNICIPALITY FOR A PERIOD OF THREE YEAR.**

**PROJECT SCOPE:**

Merafong City Local Municipality requires the following:

Work Activities Required:

- a. The Contractor shall perform the reading of the electricity and water meters tabulated in an electronic list to be provided by MCLM for electricity and water meters upon signature hereof or such other list provided by MCLM on an as and when required basis for a period of 36 months.
- b. The Contractor shall capture meter reading, take photos of the reading and the installation, check Serial Number of the meter and report if meter changed or no serial number. Check if the meter is still operating. Check that all meter seals are intact and report any deviations. Check for abnormalities (such as meter tampering / bypassing / Meter Change / Dial Change) and report such.
- c. MCLM may, on an ad hoc basis, request final meter readings, meter inspections, scattered audits on meter installation and property investigations (Meter Audits). The Contractor shall ensure that the information obtained from the ad hoc requests (same as point b) are furnished to MCLM within 2(two) business days after such request by MCLM, or as otherwise stipulated by MCLM. The contractor shall return the audit readings as required.
- d. The contractor is expected to provide the aforesaid in a format specified by MCLM and furnished to MCLM either by electronic means via e-mail to an email address specified by MCLM and/or FTP.
- e. The total number of meters to be read shall be specified by MCLM. The number of meter readings required to be read may be increased or reduced without prior notification by MCLM to the Contractor. All meters shall be read as and when required by MCLM, on the day/s specified in writing by MCLM. This will be referred to as the Reading Period.
- f. The nature of the contract is based on the needs of MCLM; thus, the contractor shall enter into an as and when required contract with MCLM and shall ensure that the relevant resources required to perform meter reading is available. Based on this; MCLM shall be required to provide the contractor with a minimum notice period of 3 days before start of meter reading. A complete dump of MCLM areas will be provided to the contractor at take on of the contract, to allow for planning.
- g. MCLM shall provide the Contractor with a list of meter reading codes. The Contractor shall provide MCLM with the relevant reading code, identifying anomalies that may occur on site at the time of meter read or for the purpose of providing additional information. The list of codes may be amended by MCLM from time to time in writing

- h. Should the meter number onsite differ to the meter number on the original list provided by MCLM for the said reading period (hereafter referred to as change meters), the contractor that record the relevant read code on the original list and submit formatted list of change meters to MCLM upon submission of the meter reading file.
- i. Use of an electronic meter reading device for the purpose of onsite data collection is compulsory.
- j. The contractor shall ensure date and time stamped photographs and GPS co-ordinates are recorded onsite upon collection of data. This data is to be submitted to MCLM on an electronic file via e-mail and/or FTP server upon submission of the completed meter reading file.
- k. In circumstances where the Contractor is unable to read meter/s of MCLM's customer/s for any reason due to MCLM's customer/s, the Contractor shall leave at such property a notice card advising the customer/s reading of its meter could not be obtained and the reason therefore and arrange with the customer/s for the reading of the meter/s. Photographic evidence is to be supplied to MCLM as proof.
- l. The information specified on these notice-cards shall be mutually agreed upon between MCLM and the Contractor.
- m. Every record submitted to MCLM must be logged against an active user for auditing purposes. Contractor/s will be held accountable for the quality of information submitted to MCLM.
- n. The contractor shall ensure that required personnel to action the terms of this contract are available .i.e. Meter Reader, Meter readers supervisors, Data administrators, System administrators and Contract managers.
- o. Any information/data obtained by or provided to the contractor from/for the performance of services in terms of this contract shall remain the property of MCLM and shall be regarded as confidential. This information/data shall not be shared with any person not party to this contract.
- p. Management of Final Readings and New Service Agreements
- q. Check and take meter readings

## 2.1 Meter Reading Software (MRS) Description

The MRS must be capable of normal meter reading collection, assessment, corrections and management. The MRS must control the full meter reading process and provide quality vetted data back to the Billing System (BS) for billing purposes. The MRS must make use of modern database tools to store, manage, maintain and secure the meter reading data and concise and customisable reporting to manage the meter reading process.

### 1)Architecture

The MRS must be built utilising modern technology to provide robustness, security, scalability and reliability. The system must implement the standard client server model for use in both LAN and WAN environments or in the case of cloud-based solutions a webservice model with good response times even on slower links. All data must be stored on an industry standard database Server.

## 2)Automatic Meter Reading (AMR, AMI, SMART)

The MRS must be configurable to interface to a range of AMR/AMI and SMART technologies. The MRS should additionally be capable of dealing with data collected from an AMR receiver integrated into the handheld computer and a transponder connected to the meter. When the Meter Reader either walks or drives by the meter reading is automatically sent to the handheld computer. Alternatively, interfaces to SMART and AMR gateways must also be available. The MRS must also be able to accept reading files from an AMR or Smart Meter host system for further processing, assessment and transfer to the billing system.

## 3)Billing System Host Interface

The MRS must have a standard and field proven interface into all MSCOA compliant Billing Systems. API Interfaces.

## 4)Remote communications to Handheld Computers

The MRS must be able to optionally transfer route data and other related data to the handheld computers across the cellular network. Readings from the field must be sent to the MRS in 'near real time' to allow meter reading supervisors to send re-read requests while the meter reader is still in the field. Periodically handheld location and status must be sent to the MRS for meter reading productivity monitoring and handheld monitoring.

## 5)Advanced Route Management

The MRS must be capable of the creation of system routes which are the best size and sequence. Reports must be available to monitor route efficiencies to ensure optimized routing. Should no location information be available for any job the MRS should be able to lookup a best guess for the location utilising the supplied address information.

## 6)GIS and GPS

The MRS must have the ability to store geographical coordinates for each meter read and be able to display these meter positions on a geographic map. The MRS must be able to optionally use meter positions to graphically setup meter reading routes based on the meters' physical location. The MRS must be able to send the known meter position to the handheld computers. The handheld device should then be capable of directing the meter reader to the meter. The handheld device must ensure that the reading is captured within close proximity to the known meter position (geo-fence).

## 7)Meter Reading, Condition, and Problem Status Photographs

The MRS must be able to optionally store and display any photographs taken by the handheld computer and linked to individual meters. The locations for each photograph should also be stored.

The system should be able to optionally force a resource to capture photos under certain prescribed field / data conditions.

An online meter reading portal to be made available to all revenue billing officials to be able to access all historical pictures readings on demand through a search by an account number.

#### 8)Data Quality Control

All data that is modified on the system or collected by handheld devices must be subjected to rigorous validation rules. Data failing validation must generate exceptions which must be highlighted and presented to the Meter Reader Supervisor. The Meter Reader Supervisor needs to audit these exceptions before the data can be passed onto the Billing System. The validation rules must be fully customizable to meet specific requirements.

#### 9)Management Reporting

The full value of any data intensive system can only be realized when you are able to interpret the data properly. With this in mind, the MRS must have a comprehensive set of management reports which supply key performance indicators to help enhance and thereby streamline the meter reading process. The system must be capable to store more than 12 months' worth of reading information allowing for the generation of meter reader performance and route efficiency trending.

#### 10)User Access Control

Every user must be authenticated against a fully configurable user profile. The profile must be setup to grant access to specific areas of the system.

#### 11)Audit Trail

Every transaction in the system must be logged against the active user. This information must be available for auditing purposes and problem solving.

#### 12)Data Cleansing

The MRS must allow operators to update specified information to facilitate data cleansing. Fields such as address details, consumer name, must be updated using the handheld or the user interface itself.

#### 13)Field Billing

The MRS must optionally have the ability to print bills in the field. After the Meter Reader takes the meter reading the bill must be automatically printed on a portable printer. This eliminates postal difficulties and improves cash flow.

#### 14)Customer Web Interface \ SMS Interface

The MRS must be optionally capable to host a customer Web Interface whereby customers can log into the system to view reading history and print reports as well as submit readings via the web. Optionally SMS readings should also be able to be accepted by the MRS.

## 2.2 Software Specifications for Handheld Units (HHU)

1. Each HHU must be capable of storing unique usernames and login authentication details.
2. The HHU should be OCR (Optical Character Recognition) cable for scanning of meter reading and manual input should only be utilized where scanning has failed or gives an error.
3. Audit-trail log of all activities performed on the HHU should be provided.
4. Meter Validation – Capturing the correct reading against the associated meter must be validated by:
  - i. Meter Serial number verification (meter reader supplies a portion of the meter number to confirm that he is in the right place). Parameters for this operation (i.e. number of digits) should be software settable.
  - ii. GPS Positional verification (meter reader at the meter)
5. Reading Validation – If the reading entered does not fall within the expected reading range for the meter, the HHU must ask meter reader to re-enter the reading to ensure no error has been made during entry.
6. All readings should be date/time-stamped at time of entry.
7. HHU must be capable of directing an unfamiliar meter reader to the meter he is trying to read and ensure that the reading is entered in close proximity to the meter position. HHU must be able to navigate the user to the meter using the GPS co-ordinates supplied in the download file.
8. HHU should have a configurable screen layout which allows the Supervisor to specify what fields are displayed.
9. GPS coordinates must be collected automatically at each meter to ensure meter has been visited.
10. Internal clock must automatically synchronise to GPS time if in error.
11. Search - Must allow meter reader to search on all important data fields.
12. No-Access – If a meter cannot be read, a reason for such non-read must be provided by selection from a list of pre-defined notes.

13. Reader Notes – Meter leaks, tampering, etc should be reported by selection of an appropriate note from a separate list of pre-defined notes.
14. No Consumption Warning - If meter consumption is found to be zero, a warning must be displayed requesting the meter reader to further investigate and qualify the reading E.g. Vacant Premises.
15. Negative Reading Warning - If meter consumption is found to be negative, a warning must be displayed requesting the meter reader to further investigate and qualify the reading E.g. Meter Tampered.
16. Exception Warning - If meter consumption is found to be exceptionally high, a warning must be displayed requesting the meter reader to further investigate and qualify the reading E.g. Meter Leaking.
17. HHU must be able to edit and correct downloaded details (Eg Customer name, address, meter no, number of dials/decimals, etc)
18. New or Changed Meters - HHU must be able to accommodate new services and changed meter numbers found in the field.
19. HHU must be able to handle up to 6000 readings and associated data in a single download.
20. HHU must not lose data if the main battery pack fails or is removed for any amount of time.
21. HHU must force the user to take photographs of the meter reading and serial number automatically when readings are out of expected limits or manually at the operator's discretion. Photographs must be embossed with Meter Serial Number, Reading, GPS and Time and Date Stamp.
22. HHU must be capable of receiving meter reading routes in the field via a mobile cellular network. The HHU should be capable of sending reading and position info from the field in near real time back to the Meter Reading System (MRS).

### 2.3. Setting up an operational office

The successful bidder must be able to set up onsite operational support office in MCLM within 30 days of appointment.

The service provider must, at its own costs provide tools of trade and appoint own staff to perform the work.

Tools of trade includes, but are not limited to:

- i. Office furniture

- I. Computers
- II. Printers
- III. Ancillary devices such as hand-held devices / computers
- IV. Hand Tools
- V. GPS devices
- VI. Vehicles

## 2.4. Commencement and Completion

### 2.4.1. Commencement and Completion

This contract once awarded shall commence on the commencement date and shall extend beyond the final date. The services shall be commenced and completed at the times agreed upon between the parties subject to extensions in accordance with the agreement.

### 2.4.2. Delays

If the services are delayed or impeded by MCLM or by acts or omissions outside the reasonable control of the contractor so as to increase the amount or duration of the services:

- The Contractor shall inform MCLM of the circumstances and of the probable effects
- Any increase in the time allocated for the completion of the services as well as any increase in the amount payable for the services shall be negotiated between the parties

### 2.4.3. Force Majeure

Neither party shall be liable for any delays or failure to perform due to force majeure. In the event of Force majeure, it is agreed that, of the party gives notice of such situation to the other party within two weeks after the occurrence of such situation. The parties' obligation in terms of the agreement may be suspended by mutual consent as long as the inability to perform continues due to the situation.

In the event of such suspension of such obligation of the Contractor, it shall be entitled to an extension for the completion of its obligation proportionate to the delay caused by such force majeure.

Should MCLM give the Contractor notice in terms of clause 18 below for the resumption of the service, the Contractor shall resume the performance of the services in terms of the agreement as soon as is reasonably practical.

## 2.5. Code of Conduct for Meter Readers

- Meter readers should be dressed in uniform for the customer to allow them into their property to read the meter. The uniform should have their company logo in the front right and MCLM logo at the front left side if the uniform shirt, jacket or reflector vest.
- The meter readers should be able to display their ID cards to the customer carrying their company's telephone numbers for the customer to verify the company.

- The contractor shall be responsible for the recall and destruction of all branded gear issues to their employees, upon termination of employment or completion of the contract

## 2.6. Data Clean-up

Any incorrect, erroneous or inaccurate information furnished to the contractor by MCLM must be brought to the attention of the Meter Reading Manager of MCLM or delegated MCLM representative by the contractor at the same time as the text file is returned to MCLM.

The Contractor shall supply to MCLM information such as the condition of the inclination of the meter installation. MCLM shall notify the contractor when the billing system file layout has been changed.

## 2.7 Monthly reports

The following reports to be made available on a monthly basis to the Finance and Technical Service Department:

- i. Defective and damaged meters
- ii. Obvious Leakages
- iii. Obvious unauthorized devices used by consumers
- iv. Obvious dangerous circumstances
- v. Obvious damaged to municipal property
- vi. New meters spotted by the field personnel
- vii. Water leakages or electronic faults
- viii. Monthly reports on public enquiries and/or complaints
- ix. Meter reference number discrepancy and/or meter identifications plate missing

## 3. Maintenance and repair of metered services installations

Provide additional capacity to the municipality for the supply, replacement, maintenance and repair of metered services installations in terms of the following:

- Water meters – Conventional
- Electricity Meters-Conventional

**B. PRICING SCHEDULE**

**YEAR 1**

**TABLE A**

<b>ITEM</b>	<b>DESCRIPTION OF SERVICE</b>	<b>RATE (Excl VAT) A</b>	<b>Estimated quantities for the purpose of evaluation only B</b>	<b>Total rates =A x B</b>
<b>1</b>	<p>Management fees:</p> <p>Set up fees included. Manage the entire meter reading process, providing the proper workflow &amp; meter reading system that can handle the processes as prescribed in the specifications</p> <p>Processing of daily field work, preparing job cards; Inclusive of but not limited to:</p> <ul style="list-style-type: none"> <li>• Training as and when required.</li> <li>• Monthly Reporting.</li> <li>• System Administration and maintenance.</li> <li>• Project Management.</li> </ul>	<b>R</b>		
<b>2</b>	Workflow software system	<b>R</b>		
<b>3</b>	Meter reading system	<b>R</b>		
<b>4</b>	Actual Meter Reading:	Rate per Meter Read		
<b>4.1</b>	Meter Reading – Electricity	<b>R</b>	4800	
<b>4.2</b>	Meter Reading – Water	<b>R</b>	33000	
<b>4.7</b>	Re-Reading of Electricity Meters	<b>R</b>	200	
<b>4.8</b>	Re-Reading of Water Meters	<b>R</b>	500	
<b>4.9</b>	Ad hoc Client request / Inspection	<b>R</b>	100	
			<b>SUB-TOTAL</b>	<b>R</b>

	VAT	R
	TOTAL	R

**TABLE B**

ITEM	DESCRIPTION OF SERVICE (MAINTENANCE AND REPAIR OF METERED SERVICES INSTALLATIONS - AD HOC)	RATE (Excl VAT) A	Estimated quantities for the purpose of evaluation only B	Total rates =A x B
1	Replacement of meters (damaged, tampered, cannot read)	R Labour Only.	Per hour	
2	Repair of meters i.e. water leaks	R Labour Only.	Per hour	
3	Cleaning of meter boxes where the latter cannot be read due to foreign matter covering the meter.	R Per Quantity.		
4	Supply of 15mm water meter			
5	Supply of 20mm water meter			
6	Supply of 25mm water meter			
7	Supply of 40mm water meter			
8	Supply of 50 mm water meter			
9	Supply of 80mm water meter			
10	Upliftment of underground meters			

<b>12</b>	Above ground meter boxes (450 mm height)			
<b>13</b>	Above ground meter boxes (770 mm height)			
			<b>SUB-TOTAL</b>	
			<b>VAT</b>	
			<b>TOTAL</b>	

**NB:** Readings must be supported by photo of property, meter, with GPS coordinate, date and time stamp.

**TOTALS**

	<b>TOTALS</b>
<b>TABLE A</b>	<b>R</b>
<b>TABLE B</b>	<b>R</b>
<b>GRAND TOTAL</b>	<b>R</b>

NOTE:

- a. Price will be fixed for the first year only, therefore the tenderer must indicate by how much percentage prices will increase in the 2nd and the 3rd year based on the CPIX .
- b. Prices must include 15% VAT

## A.FUNCTIONALITY EVALUATION CRITERIA

All submissions will be evaluated in accordance with the criteria set out in the policy of Supply Chain Management of the Municipality.

A bidder who gets 70 points and above for the whole solution of meter reading, will qualify to go to the next stage of evaluation.

The point system applicable to this project will be: 80/20; where 80 points are for the price and 20 for Specific goals contribution.

The most suitable candidate will then be selected. Please take note that MCLM is not bound to select any of the bidders' submissions furthermore MCLM reserves the right to appoint more than one bidder.

Furthermore, technical competence is the principal selection criteria, MCLM will evaluate the technical criteria first, and will only look at the price and Specific goals if it is satisfied with the technical evaluation. As a result of this, MCLM does not bind itself in any way to select the bidder offering the lowest price.

Bidder evaluation criteria for Functionality	Description	Weight	Evidence
1.Resources	<p><b>Sufficient resources to carry out a project of this type =20 points</b></p> <ul style="list-style-type: none"> <li>➤ <b>Computers:</b>            2 Computers = 4 points            3 Computers = 6 points            above 3 computers = 10 points</li> <li>➤ <b>Vehicles</b>            3 LDV's = 4 points            4 LDV's = 6 points            Above 3 LDV's = 10 points</li> </ul>	20	<p>Asset register / Serial numbers/ Invoice of computers</p> <p>Proof of ownership-submit registration documents, registration maybe validated through ENATIS; should the vehicle be leased or intended to be leased provide lease agreement or letter of intent to hire from hiring company on the hire company's letter head with contactable reference) and enatis documents</p>

<p><b>Experience and track record in similar projects</b></p>	<p><b>Experience and track record in similar project =30 points</b>  Appointment letters and matching Stamped letters of references from municipalities/municipal entities/water authorities or boards/power producers where work of similar scope was successfully completed and signed by the duly authorized company representative with 2 minimum contactable references.</p> <p>5 and more letters = 30 Points  4 letters=20 points  3 letters = 15 Points  2 letters=10 Points  1 letter= 5 points</p> <p>NB: If similar project or contacts are missing from a letter that letter will be deemed invalid and will be excluded. No award letters will be accepted.</p>	<p>30</p>	<p>Appointment letters and Reference letters with 2 minimum contactable reference</p>
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<p><b>3.Key personnel experience</b></p>	<p><b>Key personnel experience = 50 points</b></p> <p><b>4.1 Project Manager Experience =20 points</b> (Attach detailed CV's &amp; qualifications</p> <p>4.1.1) Project manager with a BSC/ BTech degree in electrical engineering and a minimum of 5 years relevant experience and project managed more than 2 similar projects) =10 points</p> <p>b) Project manager with a BSC/B-Tech degree in Civil engineering (Specialising in water) with a minimum of 5 years</p>	<p>50</p>	<p>Attach CVs and certified copies of qualifications.</p>
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	<p>relevant experience and project managed more than 2 similar projects) =10 points</p> <p><b>4.2 Technical personnel- IT Support</b> <b>=10 points</b></p> <p>Qualifications- BSC/B-Tech in IT + Min 3 years' relevant experience</p> <p><b>(Relevant experience relates to systems support and network administration)</b></p> <p><b>4.3 Plumbers and Electricians = 10 points</b></p> <p>4.3.1) 5 x Plumbers with N3 and trade test in plumbing + min of 3 years relevant experience (5 Points)</p> <p>4.3. 2) 5 x Electricians with N3 and trade test in electricity + min of 3 years relevant experience (5 Points)</p> <p><b>4.4 Meter readers=10 points</b></p> <p>10 x Meter readers with N1 and minimum of 1-year relevant experience (10 points)</p>		
<b>POINTS</b>			<b>100</b>

A bidder who gets 70 points and above for the whole solution of meter reading, will qualify to go to the next stage of evaluation.  
The point system applicable to this project will be: 80/20; where 80 points are for the price and 20 for Specific goals contribution.

FORM OF OFFER & ACCEPTANCE  
**MERAFONG CITY LOCAL MUNICIPALITY**

FORM OF OFFER  
 (Form of Offer & Acceptance)

THIS FORM MUST BE FILLED BY BOTH THE POTENTIAL TENDERER (PART 1) AND THE EMPLOYER/CLIENT (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SUCCESSFUL TENDERER AND THE EMPLOYER /CLIENT WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

**PART 1 (to be filled in by the tenderer at time of tender)**

BID NO	F (REV) 17/03/2526
BID DESCRIPTION	Appointment of a service provider for the collection of water and electricity meter readings for all the areas within Merafong City Local Municipality for a period of three years.

Having examined the General and the Special Conditions of Contract, Specifications and Schedule of Quantities for the works of Tender:

.....  
 .....

I/We offer to provide the services in conformity with the General and the Special Conditions of Contract, Specifications and Schedule of Quantities, save as amended by Alterations by Tenderer (if any) attached hereto, for the sum of:

Description	Tender Amount (Incl. VAT)
Appointment of a service provider for the collection of water and electricity meter readings for all the areas within Merafong City Local Municipality for a period of three years.	

In words .....

.....

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF COMPANY	
DATE	

My/our offer/s remains binding upon me and open for acceptance by the purchaser/client during the validity period (90 working days) indicated and calculated from the closing time of tender.

1. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bid documents, viz
    - Invitation to Quote
    - Returnable Schedules
    - B-BBEE Certificate
    - Declaration of interest
    - Special Conditions of Contract
    - Pricing schedules
    - Scope of Works
    - Central Supplier Database (CSD)
  - (ii) Other .....
2. Variances from and amendments to the documents listed in the Bill of Quantity and any addendum thereto as listed in the BID as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during the process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in the Service Level Agreement, which must be duly signed by the authorised representative(s) of both parties.
3. I/We confirm that we have satisfied ourselves as the correctness and validity of my tender, 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/We accept that any mistakes regarding price(s) and rate(s) and calculations will be at my/our own risk.
4. I/We confirm that Escalation will be applicable on this contract and will be calculated as per Contract Data & General Conditions of Contract 2017(GCC 2017)
5. I/We 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. I/We undertake to complete and deliver the whole of the Works comprised in the Contract within the time stated in the Appendix adjusted in terms of the Contract.
6. The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's Agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

7. Unless and until a formal agreement is prepared and executed, this Tender, together with the written acceptance thereof by yourselves or the Representative acting on your behalf, shall constitute a binding Contract between us.
8. I/We understand that you are not bound to accept the lowest or any tender you may receive.
9. I/We further confirms that Merafong City Local Municipality has the right to cancel the tender if the funds necessary to cover the total envisaged expenditure of the tender are not available for the current financial year.
10. I/We declare that I/We have no participation in any collusive practices with any tenderer or any other person regarding this or any other tender.
11. I/We confirm that I/We am duly authorised to sign this contract:

NAME (PRINT)	
CAPACITY	
SIGNATURE	
NAME OF COMPANY	
DATE	

WITNESS	
1.	.....
2.	.....
DATE:	.....

**MBD 1 INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (MERAUFONG CITY LOCAL MUNICIPALITY)</b>					
BID NUMBER:	F (REV) 17/03/2526	CLOSING DATE:	<b>14/04/2026</b>	CLOSING TIME:	10H00
DESCRIPTION	Appointment of a service provider for the collection of water and electricity meter readings for all the areas within Merafong City Local Municipality for a period of three years.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS					
<b>3 HALITE STREET</b>					
<b>CARLETONVILLE</b>					
<b>2499</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
CSD NUMBER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes <input type="checkbox"/> No	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R		
SIGNATURE OF BIDDER	.....	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	SUPPLY MANAGEMENT	CHAIN	CONTACT PERSON	<b>Mr. T Ramaru</b>	
CONTACT PERSON	Ms. B Tsotso		TELEPHONE NUMBER	018 788 9500	
TELEPHONE NUMBER	(018) 788 9500		Email	tramaru@merafong.gov.za	

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	BIDDER MUST NOT BE IN ARREARS WITH THW MUNICIPAL RATES & TAXES FOR MORE THAN 90 DAYS.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES</span> <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span>
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

**MBD 4  
DECLARATION OF INTEREST**

1. No bid will be accepted from persons in the service of the state<sup>1</sup>.

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.

**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: .....

3.3 Position occupied in the Company (director, trustee, hareholder<sup>2</sup>):.....

3.4 Company Registration Number: .....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number: .....

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

3.8 Are you presently in the service of the state? **YES / NO**

3.8.1 If yes, furnish particulars. ....  
.....

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

<sup>2</sup> Shareholder" means a person who owns shares in the company and is actively involved in the management of the company or business and exercises control over the company. <sup>2</sup>

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

3.9.1 If yes, furnish particulars.....  
.....

3.10 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**

3.10.1 If yes, furnish particulars.  
.....  
.....

3.11 Are you, aware of any relationship (family, friend, other) between any other 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**

3.11.1 If yes, furnish particulars  
.....  
.....

3.12 Are any of the company's directors, trustees, managers, principle shareholders or stakeholders in service of the state? ..... **YES / NO**

3.12.1 If yes, furnish particulars.  
.....  
.....

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

3.13.1 If yes, furnish particulars.  
.....  
.....

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

3.14.1 If yes, furnish particulars:  
.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

.....  
**Name of Bidder**

**DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED)**

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

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

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

.....  
.....

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

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

If yes, provide particulars.

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

\* Delete if not applicable

3 Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract?

\*YES / NO

If yes, furnish particulars

.....  
.....

Will any portion of goods or services be sourced from outside

\*YES / NO

the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

If yes, furnish particulars

.....  
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

.....

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE

FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

## MBD 6.1

### MBD 6.1: PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all bids invited. It contains general information and serves as a claim 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, 2022.**

#### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to all bids:
- The 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - The 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included)
- 1.2 a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the ..... Preference point system shall be applicable; or  
b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (delete whichever is not applicable for this tender)
- 1.3. Points for this bid shall be awarded for:  
(a) Price; and  
(b) RDP Goals (PPPR 2000) as depicted in the Merafong LM SCM Policy
- 1.4. The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	80
RDP Goals (PPPR 2000) as depicted in the Merafong LM SCM Policy	20
<b>Total points for Price and RDP Goals must not exceed</b>	<b>100</b>

- 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 RDP Goals are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

#### 2. DEFINITIONS

- a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;
- b) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;



**5. BID DECLARATION**

5.1 Bidders who claim points in respect of Specific Goals must complete the following:

**6. SPECIFIC GOALS CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 4.1**

6.1 SPECIFIC GOALS : ..... = .....(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:

<b>Designated Group: An EME or QSE which is at least 51% owned by:</b>	<b>EME</b>	<b>QSE</b>
	√	√
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		
<b>OR</b>		
Any EME		
Any QSE		

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

8.1 Name of 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 contribution 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 municipality that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) Recommend that the bidder or contractor, its shareholders and

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

(e) forward the matter for criminal prosecution

**WITNESSES:**

1. ....

2. ....

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

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

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

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

**WITNESSES**

1 .....

2 .....

— — —

**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.**

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

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1 If so, furnish particulars:			

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.

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

3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:

- a) take all reasonable steps to prevent such abuse;
- b) reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
- c) cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

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

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

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

**MBD 9**  
**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

F (REV) 17/03/2526 – Appointment of a service provider for the collection of water and electricity meter readings for all the areas within Merafong City Local Municipality for a period of three years.

(Bid Number and Description)  
in response to the invitation for the bid made by:

MERAFONG CITY LOCAL MUNICIPALITY  
(Name of Municipality)

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

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

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

- (e) the submission of a bid which does not meet the specifications and conditions of the bid;  
or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**NATIONAL TREASURY GENERAL CONDITIONS OF CONTRACT (NT GCC)**  
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# General Conditions of Contract

## 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the tender documents for the receipt of Tenders.

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

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

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

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

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

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

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

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

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

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

1.14 "GCC" means the General Conditions of Contract.

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

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

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

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

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

1.20 "Project site," where applicable, means the place indicated in tender documents.

1.21 "Purchaser" means the organization purchasing the goods.

- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 "Tort" means in breach of contract.
- 1.27 "Turnkey" means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 "Written" or "in writing" means hand-written in ink or any form of electronic or mechanical writing.

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

## **4. Standards**

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

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

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

## **6. Patent Rights**

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

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

## **7. Performance security**

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

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

7.3 The performance security shall be denominated in the currency of the contract or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the tender documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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

8.1 All pre-tender testing will be for the account of the bidder.

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

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

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 of GCC.

## **9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the

contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental Services**

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

## **14. Spare parts**

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

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

(b) in the event of termination of production of the spare parts:

(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

## **15. Warranty**

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants

that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.

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

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

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

## **16. Payment**

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated.

## **17. Prices**

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

## **18. Variation orders**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

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

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s)

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

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

## **24. Antidumping and countervailing duties and rights**

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

## **25. Force Majeure**

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

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

## **26. Termination for insolvency**

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

## **27. Settlement of Disputes**

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

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

## **28. Limitation of Liability**

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

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

28.3 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

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

## **29. Governing language**

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

## **30. Applicable law**

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

## **31. Notices**

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

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

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

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

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

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

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

### **33. Transfer of contracts**

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

### **34. Amendment of contracts**

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

### **35. Prohibition of restricted practices**

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

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

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