Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# **OP LAS**

# **MUNISIPALE BESTUURDER**

Aard van kontrak: <u>kwotasie 8/2/1 - 2019 (MK9 - 2019)</u> <u>DELIVERY OF BEDS, MATTRESSES, MATTRESS PROTECTORS & BAR STOOLS</u> <u>AT STYWELYNE AND DWARSKERSBOS BEACH RESORTS IN VELDDRIF</u>

Partye: <u>STELMED CC</u>

Aanbeveling deur relevante Direkteur: Aanbeveling deur CFO: DATUM:



### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/1-2019 (MN9/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this 2. agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate:
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest:
    - Declaration of bidder's past SCM practices; -
      - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - General Conditions of Contract; and (ii)
  - (iii) Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) 3. and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions 4. devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person 5.

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

NAME (PRINT)	MATIE S. DW. JAIT.	_	
CAPACITY	C.C. MERRIBEL	WITNESSES	
SIGNATURE		1 Jucies	
NAME OF FIRM	STELMED C.C.	2	
DATE	IS. FEBRUARS. 2019.	DATE: 15 FEBRUARI 2019	

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### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. Marius Wust in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/1-2019 (MN9/2019) dated be May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/1-2019 MN9-2019 Supply and Delivery of Beds ,mattresses, mattress protectors and Bar Stools	R 168 910-00	As per attached specifications		LEVEL Z	Timber Base 90% Steel base 100% Mattress 80%

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

SIGNED ATI	PIKETBERGONDb	May 2019
NAME (PRINT)	MNIST	لر ال
SIGNATURE	MANSE	
OFFICIAL STAM	BERGRIV/IER 2019 -05- 0 6 MUNICIPALITEIT	WITNESSES

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### BERGRIVIER MUNICIPALITY

MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/1-2019 MN9-2019 Supply and Delivery of Beds ,mattresses, mattress protectors and Bar Stools	R	As per attached specifications		LEVEL	Timber Base 90% Steel base 100% Mattress 80%

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITI	NESSES
1.	
2.	•••••••

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THE NATIONAL TREASURY

**Republic of South Africa** 



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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### **General Conditions of Contract**

#### 1. Definitions

1.

- The following terms must be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

#### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 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 must apply.

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3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4.1	The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	5.1	The supplier must 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
		extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier must not, without the surely of

The supplier must not, without the purchaser's prior written

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consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- Any document, other than the contract itself mentioned in GCC 5.3 clause 5.1 must remain the property of the pu rchaser and must be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the
- The supplier must permit the purchaser to inspect the supplier's 5.4 records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required
- 6. Patent Rights The supplier must indemnify the purchaser aga inst all third-party 6.1 claims of infringement of patent, trademark, or i industrial design rights arising from use of the goods or any part thereof by the
  - 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.

# THE NATIONAL TREASURY: Republic of South Africa

- 7. Performance Within thirty (30) days of receipt of the notification of contract 7.1 Security award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - The proceeds of the performance security must be payable to 7.2 the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
  - The performance security must be denominated in the currency of 7.3 the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - a bank guarantee or an irrevocable letter of credit issued (a) by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - a cashier's or certified cheque. (b)
  - The performance security will be discharged by the purchaser 7.4 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. All pre-bidding testing will be for the account of the bidder. 8.1

8. Inspections, tests and analyses

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

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must be defrayed by the supplier.

## THE NATIONAL TREASURY: Republic of South Africa

- 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
  9.1 The supplier must provide an interms of Clause 22 of GCC.
  - The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

10. Delivery and Documents	10.	Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.
11. Insurance	11.	
		THE NATIONAL TREASURY: Republic of South Africa
12. Transportatio	<b>n</b> 12.1	Should a price other than an all-inclusive delivered price be required, this must be specified.
13. Incidental Services	13.1	<ul> <li>The supplier may be required to provide any or all of the following services, including additional services, if any:</li> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 must not relieve the supplier of any warranty obligations under this contract; and</li> <li>(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.</li> </ul>
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts 14.1		<ul> <li>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:</li> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;</li> </ul>
		<ul> <li>(b) in the event of termination of production of the spare parts:</li> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> </ul>

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

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15. Warranty	15	5.1 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 must 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 must 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	
	15.4	Upon receipt of such notice, the supplier must, 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	
16. Payment	<b>1</b> 6,1	The method and conditions of payment to be made to the supplier under this contract must be specified.
	16.2	The supplier must furnish the purchaser with an involce accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	16.3	Payments must 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.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREAS	URY: R	epublic of South Africa
17. Prices		Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.

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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 must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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 must 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 must 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 must 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

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.

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, 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

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,		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	of the goods or to perform the services within the period(s) specified in the contract, the purchaser must, 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
23. Termination for default	23.1	<ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in the supplier in the supplier.</li> </ul>
	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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

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over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- If a restriction is imposed, the purchaser must, within five (5) 23.6 working days of such imposition, furnish the National Treasury, with the following information: (i)
  - the name and address of the supplier and / or person restricted by the purchaser;
  - the date of commencement of the restriction (ii)(iii)
  - the period of restriction; and
  - the reasons for the restriction. (iv)

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

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

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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24. Antidumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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 must not be liable for forfeiture of its performance

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	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
THE NATIONAL TREAS	SURV: D	GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	<ul> <li>Notwithstanding any reference to mediation and/or court</li> <li>proceedings herein,</li> <li>(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree;</li> </ul>
28. Limitation of Liability	28.1	<ul> <li>(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.</li> <li>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</li> <li>(a) the supplier must 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 must</li> </ul>

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			not apply to any obligation of the supplier to pay penalties
			<ul> <li>and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.</li> </ul>
29. Governing Language	_	29.1 ··· (	The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by he parties must also be written in English.
30. Applicable Law	3(	ן 0.1 A	he contract must be interpreted in accordance with South frican laws, unless otherwise specified.
31. Notices	31	1.1 E ci hi hi	very written acceptance of a bid must be posted to the supplier oncerned by registered or certified mail and any other notice to in must be posted by ordinary mail to the address furnished in s bid or to the address notified later by him in writing and such osting must be deemed to be proper service of such notice.
THE NATIONAL TR	EASUR	G	VERNMENT PROCUREMENT: GENERAL CONDUCTOR
	31.;	2 Th acl	e time mentioned in the contract documents for performing any after such aforesaid notice has been given, must be reckoned m the date of posting of such notice.
32. Taxes and Duties	32.1 32.2	A fo stai the	preign supplier must be entirely responsible for all taxes, np duties, license fees, and other such levies imposed outside purchaser's counter
	32.3	the No d are i	cal supplier must be entirely responsible for all taxes, duties, nse fees, etc., incurred until delivery of the contracted goods to purchaser. contract must be concluded with any bidder whose tax matters not in order. Prior to the award of a bid SARS must have
33. Transfer of Contracts	32.3 32.4 33.1	the No c are i certi No c rates The	purchaser
	32.4	the No c are i certi No c rates The a cor purch No ag condi any fo in writ requir	purchaser. contract must be concluded with any bidder whose tax matters not in order. Prior to the award of a bid SARS must have fied that the tax matters of the preferred bidder are in order. contract must be concluded with any bidder whose municipal and taxes and municipal services charges are in arrears.

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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 contractors(s) concerned.

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/10 - 2019 (MK32 - 2019)</u> TRAINING MC-TC TOGAF ® 9 LEVEL 1 & 2 COMBINED

Partye: TORQUE TECHNICAL COMPUTER TRAINING (PTY) LTD

Aanbeveling deur relevante Direkteur: III Aanbeveling deur CFO: DATUM:



### **BERGRIVIER MUNICIPALITY**

MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/10-2019 (MN32/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)	CARLO VENTER	
CAPACITY	EXECUTIVE	WITNESSES
SIGNATURE	TOROUS DECHADICAL CONCLUS	1 <u>Augrine</u>
NAME OF FIRM	TORQUE TECHNICAL COMPLITEZ TRAINING (PTV) LID	2
DATE	18/04/2019	DATE:

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that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have -
  - (a) disqualify the person from the bidding process;
  - 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 SIGNATURE bF BIDDERS(S) S) INE VAN BODYEN NAME of SIGNATUR 2 DATE: AVENUE ADDRESS OFFICE PARK MEUIS RIVONIA 2128

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TORQUE IT WILL ONLY SIGN THIS DOCUMENT UPON AWARD.



### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I. Marius Hust in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/10-2019 (MN32/2019) dated 04/04/2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION		MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/10-2019 MN32-2019 Training – MC-TC Togaf ® 9 Level 1&2 Combined	R 25 771.50 per persoon	As per attached specifications		LEVEL	1	N/A

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

NAME (PRINT SIGNATURE **OFFICIAL STAMP** WITNESSES BERGRIVIER 1 2019 -04- 0 4 MUNICIPALITY/MUNISIPALITEIT 2. BIDDER INITIAL:..... FQ 8/2/10-2019 (MN32/2019) ..... Page 22 ANN

THE NATIONAL TREASURY

**Republic of South Africa** 



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010



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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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### **General Conditions of Contract**

#### 1. Definitions

1.

- The following terms must be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

#### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

#### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 22 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 must apply.

#### THE NATIONAL TREASURY: Republic of South Africa

- 3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
  - 5.1 The supplier must not, without the purchaser's prior written contract consent, disclose the contract, or any provision thereof, or any documents specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection information therewith, to any person other than a person employed by the inspection supplier in the performance of the contract. Disclosure to any

such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written

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5. Use of

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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

- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
  - a bank guarantee or an irrevocable letter of credit issued (a)by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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7. Performance Security

- 8. Inspections, tests and
  - analyses

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must be specified.

13. Incidental<br/>Services13.1The supplier may be required to provide any or all of the<br/>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 must 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, must be agreed upon in advance by the parties and must 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:
  - such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must 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.

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- 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 must 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 supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, 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 must be specified.
  - 16.2 The supplier must 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 must 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.

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**17. Prices**17.1Prices charged by the supplier for goods delivered and services<br/>performed under the contract must not vary from the prices<br/>quoted by the supplier in his bid, with the exception of any price

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adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. **18. Variation 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 must not assign, in whole or in part, its obligations to

- 20. Subcontracts 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under
- 21. Delays in the<br/>supplier's<br/>performance21.1Delivery of the goods and performance of services must be<br/>made by the supplier in accordance with the time schedule<br/>prescribed by the purchaser in the contract.

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 must 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 must 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 must be ratified by the parties by amendment of contract.

perform under the contract, except with the purchaser's prior

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.

#### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

#### THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, without cancelling the contract, be entitled to purchase goods of a similar quality and

BIDDER INITIAL:.... J..... Page 34

		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 must, 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	<ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or</li> </ul>			
		in executing the contract. 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.			
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT			

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at

BIDDER INITIAL:... Page 35

the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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

- the name and address of the supplier and / or person (i) restricted by the purchaser: (ii)
- the date of commencement of the restriction (iiii)
- the period of restriction: and (iv)
- the reasons for the restriction.

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

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

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

## THE NATIONAL TREASURY: Republic of South Africa

24.1

24. Antidumping and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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.

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25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance
	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
28. Limitation of Liability	28.1	<ul> <li>(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.</li> <li>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</li> </ul>

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		(a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties
		<ul> <li>and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.</li> </ul>
29. Governing Language	29.1	The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
30. Applicable Law	30.1	The contract must be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	31.1	Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TRE	ASURY:	Republic of South Africa
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have
	32.4	certified that the tax matters of the preferred bidder are in order. No contract must be concluded with any bidder whose municipal
33. Transfer of Contracts	33.1	rates and taxes and municipal services charges are in arrears. The contractor must 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 must 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 must be in writing, must also be in writing.

BIDDER INITIAL:..... ..... Page 38 /t M 6 0

#### 35. Prohibition of 35.1

- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 **Restrictive practices** 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.
  - If a bidder(s) or contractor(s) based on reasonable grounds or 35.2 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.
  - If a bidder(s) or contractor(s) has / have been found guilty by the 35.3 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 contractors(s) concerned.

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MBD9

## CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 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 prohibition Municipal Supply Regulation 20 (1)
- 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:
  - take all reasonable steps to prevent such abuse;
  - 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.

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MBD9

## CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION

I, the undersigned, in submitting the accompanying documentation:

## FQ 8/2/10-2019 MN32-2019: TRAINING - MC-TC TOGAF ® 9 LEVEL 1 & 2 COMBINED

#### Written quotation and Description

in response to the invitation for the bid/written quotation/formal quotation made by:

#### BERGRIVIER MUNICIPALITY

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

I certify, on behalf of: TORQUE TECHNICAL COMPUTER TRAINING (PTY) that:

#### (Name of Bidder/Contractor)

- I have read and I understand the contents of this Certificate; 1.
- 2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- I am authorized by the bidder to sign this Certificate, and to submit the 3. accompanying bid, on behalf of the bidder;
- Each person whose signature appears on the accompanying bid has been 4. authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
- For the purposes of this Certificate and the accompanying bid, I understand that the 5. word "competitor" must include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - has been requested to submit a bid in response to this bid invitation; a)
  - could potentially submit a bid in response to this bid invitation, based on their qualifications, b) abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same line of business as the c) bidder
  - <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.

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6 The contractor has arrived at the accompanying proposal independently from, and without communication, agreement or arrangement with any competitor. However consultation. a joint venture or consortium<sup>3</sup> will not be communication between partners in construed as collusive bidding.

- In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, 7 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 proposal; e)
  - the submission of a proposal which does not meet the specifications and conditions of the proposal; or f)
  - propose with the intention not to win the bid/formal quotation/written quotation.
- In addition, there have been no consultations, communications, agreements or arrangements with any 8 competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this invitation relates.
- The terms of the accompanying bid/formal quotation/written quotation have not been, and will not be, 9 disclosed by the contractor, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive 10 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 EXEL LES Position

25/02/2019	
Date	ŝ.
Date	

BIDDER INITIAL:....

TECHNICAL COMPUTER TOPQUE TRAINING (PTH) LTD Name of Contractor

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# CHECK LIST FOR COMPLETENESS OF BID DOCUMENT 8/2/10-2019 (MN32/2019)

The bidder must ensure that the following checklist is completed, that the necessary documentation is attached to this bid document and that all declarations are signed:

#### Non adherence to this checklist will invalidate your offer! \*Mark with "Y" who

1.	ns to be checked	Yes	No	0
1.	Completed and signed all pages containing the details of bidder	X	NO	Comments
2.	Valid and original tax clearance certificate attached to bid document or submitted the <b>TCS PIN NUMBER</b> Was the MAAA NR of CSD quoted on page 3			STANED ATTACHED TAX CLEAR CERTIFICATE, TCS PIN CSD REPORT MAAA & ADRULATED ON PAGE
3.	Adhered to the pricing instructions (MBD 3.1)			OF THE BAD DOCUMENT
1.	Completed and signed declaration of interact (MDD 4)	X		IDTILEED
5.	was all the Directors/Shareholders ID no's guated as MDD (	×		COMPLETED AND STO
6.	reference points claimed and signed declarations (MPD 6.1 when	X		DIEECTOE'S ID'S ATTAC
-		X		
7	7. Signed MBD 7.1 where applicable.			SIGNED
8	Signed declaration of bidder's past supplied to the		X	TURQUE IT WILL ONE SIGN THIS FORM 4 POIN A
	<ul> <li>Signed declaration of bidder's past supply chain management practices (MBD 8)</li> </ul>	X		Star Hurs taken yron A
9	Prohibition of Restrictive Practices (MBD 9) be completed and	~		SIGNED
	olgridd	1		
	Acertified copy or original BBBEE certificate	X		SIGNED
ý	Latest municipal account of the hidder and its dimensional	X		ATTACHED
	tached If the bidder is not responsible for the payment of unicipal rates and/ services, details in support of this must be tached to this bid document e.g. Lease agreement/ AFFADAVIT of	X		LEASE + MUNICIPAL BILLS ATTACHED FOR
				HEAD OFFICE BRANCH
Bi	dder initialed all the pages at the footnote as required in the document.			AND DIRECTORS
		X		INITIALED

#### CERTIFICATION

I, THE UNDERSIGNED (FULL NAME IN PRINT) ..... ANNELINE UAN CERTIFY THAT THE INFORMATION FURNISHED ON THIS CHECK LIST IS TRUE AND CORRECT.

...... Signature (

25/02/2019

EXECUTTIVE : SALES Position

Date TORQUE TECHNICAL COMPUTER TRAINING (PTY) LTD

Name

BIDDER INITIAL: ..... Page 43



## BERGRIVIER

MUNICIPALITY • UMASIPALA • MUNISIPALITEIT

Enquiries: Mr. I. Saunders Ref: 6/1/1 Tel: (022)913 6000 E-mail: saundersl@bergmun.org.za

Fax: (022)913 1380

## All Service Providers (SP's) and potential bidders

Dear Sir/Madam

## Incomplete documentation in terms of bidding processes.

With reference to the judgment of the Supreme Court of Appeal case number 937/2012 Dr JS Moroka Municipality vs. Bertram (PTY) Limited 2013 JDR 2728 SCA the following:

"In our view the judgment supports the proposition that a Municipality determines the requirements for a valid tender and a failure to comply with the prescribed conditions of tender will result in such tender being disqualified as it would not be an 'acceptable tender' as defined in the Preferential Procurement Policy Framework Act 5 of 2000 unless the prescribed conditions are immaterial, unreasonable or unconstitutional.

Therefore, provided that the relevant tender document makes provision for <u>an original tax clearance certificate</u> <u>and/or any other certificates/documents</u> as a prescribed minimum prerequisite and/or peremptory requirement in order for such tender to be considered an 'acceptable tender' and to pass the threshold requirement for consideration and evaluation, and a tenderer fails to provide same, the Municipality would be within its rights to disqualify such tender/tenderer."

# Therefore BERGRIVIER Municipality will with immediate effect exclude all offers from bidders if the required documentation is not handed in/or attached with the original bidding documents.

Adv. Hanlie Linde Municipal Manager

22 February 2019

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/11-2019 (MK40-2019)</u> AANBIEDING VAN <u>'N VEILING VIR BERGRIVIER MUNISIPALITEIT</u>

Partye: PONDO DELIVERY SERVICES CC

Aanbeveling deur relevante Direkteur:

Aanbeveling	g deur CFO	:			
		MA	- Ji (	4/4/19	
DATUM:			X	` ( <b>` (</b>	
	4419				



**MBD 7.1** 

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding 1. documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/11-2019 (MN40/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this 2.
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
      - Preference claims for Broad Based Black Economic Empowerment Status Level of
      - Contribution in terms of the Preferential Procurement Regulations 2011; Declaration of interest;

    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination; Special Conditions of Contract;
  - General Conditions of Contract; and (ii)
  - (iii) Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) 3. and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions 4. devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person 5.

FQ 8/2/11-2019 (MN40/2019)

BIDDER INITIAL: MIL Page 19

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

NAME (PRINT)	MASILAKUPHEPHA LUCKY	ZIKALALA
CAPACITY	MEMBER	WITNESSES ///
SIGNATURE	1. Tickolate	1 Standition
NAME OF FIRM	AUCTION MANDATE	2. Rduky
DATE	18/03/2019	DATE: 18 103 2019

FQ 8/2/11-2019 (MN40/2019)

BIDDER INITIAL: M Page 20

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**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

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

ITEM NO.	PRICE ( APPLICA TAXE INCLUD	ABLE S ED)	BRAND	DELIVERY STATUS LEVEL THRESHO PERIOD OF LOCAL PRO CONTRIBUTION AND CO		MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if appliable)	
Quotation 8/2/11-2019 MN40-2019 Presentation of an Auction for Bergrivier Municipality	3,9	°/ <sub>D</sub>	As per attached specifications		LEVEL	1	(if applicable) N/A

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

NAME (PRINT) SIGNATURE OFFICIAL STAMP WITNESSES BERGRIVIER 1. 2019 -04- 0 4 MUNICIPALITY/MUNISIPALITEIT 2 BIDDER INITIAL: ML Page 21 FQ 8/2/11-2019 (MN40/2019)
THE NATIONAL TREASURY

**Republic of South Africa** 



### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010

BIDDER INITIAL:



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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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### **General Conditions of Contract**

- 1. Definitions
- 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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

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- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
  - The goods supplied must conform to the standards mentioned in 4.1 the bidding documents and specifications.
- 5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written

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5. Use of contract and

2. Application

3. General

4. Standards

documents information inspection

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 must remain the property of the purchaser and must 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 must 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 must 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.

### THE NATIONAL TREASURY: Republic of South Africa

- 7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
  - 8.1 All pre-bidding testing will be for the account of the bidder.
  - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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8. Inspections,

tests and analyses

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must 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 must 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, must be agreed upon in advance by the parties and must 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:

- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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- 15. Warranty 15.1 The 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 must 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 supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, 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.
  - 16.1 The method and conditions of payment to be made to the supplier under this contract must be specified.
    - 16.2 The supplier must 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 must 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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**17. Prices**17.1Prices charged by the supplier for goods delivered and services<br/>performed under the contract must not vary from the prices<br/>quoted by the supplier in his bid, with the exception of any price

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16. Payment

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adjustments authorized or in the purchaser's request for bid validity extension, as the case may be. 18. Variation In cases where the estimated value of the envisaged changes in 18.1 purchase does not vary more than 15% of the total value of the Orders 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. The supplier must not assign, in whole or in part, its obligations to 19. Assignment 19.1 perform under the contract, except with the purchaser's prior written consent. 20. Subcontracts 20.1 The supplier must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract. 21. Delays in the 21.1 Delivery of the goods and performance of services must be supplier's made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. performance If at any time during performance of the contract, the supplier or its 21.2 subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier must 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 must evaluate

> for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by amendment of contract. The right is reserved to procure outside of the contract small 21.3 quantities or to have minor essential services executed if an

the situation and may at his discretion extend the supplier's time

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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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.
- Upon any delay beyond the delivery period in the case of a 21.5 goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and

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		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 must, 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	<ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul>
	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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TR	EASURY	: Republic of South Africa
	23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping 24.1 When, after the date of bid, provisional payments are required, or and anti-dumping or countervailing duties are imposed, or the countervailing amount of a provisional payment or anti-dumping or duties and rights 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 must 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.

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25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance
	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	<ul> <li>Notwithstanding any reference to mediation and/or court proceedings herein,</li> <li>(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and</li> </ul>
		(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of Liability	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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		(a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties		
		<ul> <li>and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.</li> </ul>		
29. Governing Language	29.1	The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.		
30. Applicable Law	30.1	The contract must be interpreted in accordance with South African laws, unless otherwise specified.		
31. Notices	31.1	Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.		
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT		
THE NATIONAL TREA	ASURY: I	Republic of South Africa		
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.		
32. Taxes and Duties	32.1	A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside		
	32.2	the purchaser's country. A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to		
	32.3	the purchaser. No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have		
	32.4	certified that the tax matters of the preferred bidder are in order. No contract must be concluded with any bidder whose municipal		
33. Transfer of Contracts	33.1	rates and taxes and municipal services charges are in arrears. The contractor must 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 must 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 must be in		

writing, must also be in writing.

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- In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 35. Prohibition of 35.11998, as amended, an agreement between, or concerted practice **Restrictive practices** 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.
  - If a bidder(s) or contractor(s) based on reasonable grounds or 35.2 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 contractors(s) concerned.

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

### OP LAS

### MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/14 - 2019 (MK58 - 2019) RENEWAL OF</u> <u>security software Licenses</u>

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Partye: DATA TEGRA (PTY) LTD

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO:

DATUM:



### BERGRIVIER MUNICIPALITY

MBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING <u>THIS</u> PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD</u>. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/14-2019 (MN58/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
      - Tax clearance certificate;
      - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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6.	I confirm that I am	a duly authorised to sign this contract.
	NAME (PRINT)	Beki Ganje
	CAPACITY	T.M. and WITNESSES
	SIGNATURE	
	NAME OF FIRM	tato legio (Hy) to (1)
	DATE	10/04/2019 DATE 10/04/09

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### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. Mar.us Hust in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/14-2019 (MN58/2019) dated be May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT
Quotation 8/2/14-2019 MN58-2019 Renewal of Security Software Licenses	9 9	As per attached specifications		LEVEL 2	(if applicable) N/A

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

SIGNED AT ...... PIKETBERG..... ON 06 May 2019 NAME (PRINT) SIGNATURE OFFICIAL STAMP WITNESSI BERGRIVIER 1. 2019 -05- 0 6 MUNICIPALITY/MUNISIPALITEIT FQ 8/2/14-2019 (MN58/2019) BIDDER INITIAL:..... ..... Page 21

### THE NATIONAL TREASURY

**Republic of South Africa** 



### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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### **General Conditions of Contract**

- 1. Definitions
- 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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

3. General

4. Standards

contract

documents

information

inspection

5. Use of

and

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

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- 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
  - 5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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7. Performance Security

8. Inspections,

tests and analyses

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque.
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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non

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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10.1	Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.		
11.1	The goods supplied under the contract must 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.		
	THE NATIONAL TREASURY: Republic of South Africa		
on 12.1	Should a price other than an all-inclusive delivered price be required, this must be specified.		
13.1			
<b>14</b> .1	<ul> <li>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:</li> <li>(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;</li> <li>(b) in the event of termination of production of the spare parts: <ul> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>		
	11.1 on 12.1 13.1 13.2 14.1		

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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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier must, 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.

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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17. Prices

16. Payment

17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price

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		adjustments authorized or in the purchaser's request for bid 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 must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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 must 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 must 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 must 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 convices are not readily available.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY: Republic of South Africa

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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.

supplier's services are not readily available.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and

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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 must, 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 23.1 The purchaser, without prejudice to any other remedy for breach of for default 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

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

extension thereof granted by the purchaser pursuant to

GCC Clause 21.2:

- (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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY: Republic of South Africa

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

### 23.5 Any restriction imposed on any person by the purchaser will, at

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the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping 24.1 and countervailing duties and rights

When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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.

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25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must 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	
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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TRE	ASURY:	Republic of South Africa
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	<ul> <li>Notwithstanding any reference to mediation and/or court proceedings herein,</li> <li>(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and</li> </ul>
		(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
28. Limitation of Liability	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
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		(a) the supplier must 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 must not apply to any obligation of the supplier to pay penalties
		<ul> <li>and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.</li> </ul>
29. Governing Language	29.1	The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.
30. Applicable Law	30.1	The contract must be interpreted in accordance with South African laws, unless otherwise specified.
31. Notices	31.1	Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TRE	EASURY: I	Republic of South Africa
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
	32.4	No contract must be concluded with any bidder whose municipal
33. Transfer of Contracts	33.1	rates and taxes and municipal services charges are in arrears. The contractor must not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment No agreement to amend or vary a contract or order or the 34.1 conditions, stipulations or provisions thereof must be valid and of of contracts 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 must be in writing, must also be in writing.

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35. Prohibition of In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 35.1 **Restrictive practices** 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. If a bidder(s) or contractor(s) based on reasonable grounds or 35.2 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. If a bidder(s) or contractor(s) has / have been found guilty by the 35.3

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 contractors(s) concerned.

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Die MB sal GEEN kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

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### **OP LAS**

### **MUNISIPALE BESTUURDER**

Aard van kontrak: <u>kwotasie 8/2/15 - 2019 (MK61 - 2019) suppry</u>, DELIVERY & INSTALLATION OF STEEL ROLLER SHUTTER DOORS AT PIKETBERG RECYCLING FACILITY

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Partye: <u>Abonis Fencing cc</u>

Aanbeveling deur relevante Direkteur

Aanbeveling deur CFO:

A WWN

DATUM:

14 5 19



### BERGRIVIER MUNICIPALITY

MBD 7.1

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE. THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/15-2019 (MN61/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid. ÷
- The following documents shall be deemed to form and be read and construed as part of this agreement: N
- Bidding documents, viz  $\odot$
- Invitation to bid;
- Tax clearance certificate;
  - Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
  - Special Conditions of Contract, General Conditions of Contract; and
    - Other (specify) EE
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. က်
- 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. accept full responsibility for the proper \_ 4
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid. ഹ്
I confirm that I am duly authorised to sign this contract.

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DATE

FQ 8/2/15-2019 (MN61/2019)

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MBD 7.1	LITY) (1) an ager (k May Torg for the exure(s).	An official order indicating delivery instructions is forthcoming. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if annicable)	Fabricated Structural Steet 100%		
BERGRIVIER MUNICIPALITY CONTRACT FORM - PURCHASE OF GOODS/WORKS	I MOLICE MUNICIPALITY) accept your bid under reference number 8/2/15-2019 (MN61/2019) dated. $R_{i}$ Molice supply of goods/works indicated hereunder and/or further specified in the annexure(s).	ming. elivered in accordanc receipt of an invoic.	B-BBEE STATUS LEVEL OF CONTRIBUTION	LEVEL 2	6107	WITNESSES 1. DATE DATE
ER MUNIC	FILLED IN BY B pacity as (2/15-2019 (M and/or furthe	ons is forthco ods/works de y) days after	DELIVERY PERIOD		his contract.	WITH -: -: -: -: -: -: -: -: -: -: -: -: -:
BERGRIVIER MUNICIPALITY	PART 2 (TO BE 	delivery instructi ment for the go , within 30 (thirt	BRAND	As per attached specifications	horized to sign the one of the other other of the other other of the other other of the other ot	BERGRIVIER 1 6 MAY 2019 MUNICIPALITYMUNISIPALITET
CONTRA	<u>רווי או גי</u> ל און גען סער bid under refe goods/works indi	An official order indicating delivery instructions is forthcoming. I undertake to make payment for the goods/works deliver conditions of the contract, within 30 (thirty) days after rece delivery note.	PRICE (ALL APPLICABLE TAXES INCLUDED)	R 66 700.00	I confirm that I am duly authorized to sign this contract D AT PIKETBERG ON 1 MU い (PRINT) W WAST	
	1. I. Mo accept y supply of	<ol> <li>An official ord</li> <li>I undertake t</li> <li>conditions of</li> <li>delivery note.</li> </ol>	ITEM No.	Quotation 8/2/15-2019 MN61-2019 Supply, delivery & tinstallation of steel roller shutter doors at Piketberg Recycling Facility	4. I confirm SIGNED AT NAME (PRINT) SIGNATURE	OFFICIAL STAMP

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# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# Prohibition of restrictive practices

Anti-dumping and countervailing duties and rights

Termination for default

Penalties

Termination for insolvency

Force Majeure

Settlement of Disputes

Limitation of Liability Governing language

Delays in the supplier's performance

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Assignment

Variation orders

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Spare parts Warranty

Payment

Prices

Transportation

Insurance

.

- Transfer of contracts Amendments of contracts

Taxes and duties

Applicable law

Notices

# **General Conditions of Contract**

- The following terms must be interpreted as indicated: ÷ 1. Definitions
- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices "Contract" means the written agreement entered into between thereto and all documents incorporated by reference therein. 1,2
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. <u>.</u>
- soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Corrupt practice" means the offering, giving, receiving, or 4
- "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally. 1.5
- ŋ processing or substantial and major assembly of components. commercially recognized new product results that is substantially different in basic characteristics or in purpose or mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, 'Country of origin" means the place where the goods were utility from its components. 1.6
- "Day" means calendar day. 1.7
- "Delivery" means delivery in compliance of the conditions of the contract or order. 1.8
- "Delivery ex stock" means immediate delivery directly from stock actually on hand. 6.
- and unloaded in the specified store or depot or on the specified "Delivery into consignees store or to his site" means delivered site in compliance with the conditions of the contract or order, the supplier bearing alt risks and charges involved until the goods are so delivered and a valid receipt is obtained. 1.10

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- "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 1.11
- "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and 1.12

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to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and not foreseeable. Such events may include, but is not restricted freight embargoes.

- ievels and to deprive the bidder of the benefits of free and open order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive 'Fraudulent practice" means a misrepresentation of facts in designed to establish bid prices at artificial non-competitive practice among bidders (prior to or after bid submission) competition. 1.13
- "GCC" means the General Conditions of Contract. 1.14
- materials that the supplier is required to supply to the purchaser "Goods" means all of the equipment, machinery, and/or other under the contract. 1.15
- represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as abroad, plus freight and other direct importation costs such as his subcontractors) and which costs are inclusive of the costs "Imported content" means that portion of the bidding price transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured. 1.16
- "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place. 1.17
- "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities. 1.18
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.19

# THE NATIONAL TREASURY: Republic of South Africa

- "Project site," where applicable, means the place indicated in bidding documents. 1.20
- "Purchaser" means the organization purchasing the goods. 1.21
- "Republic" means the Republic of South Africa. 1.22
- "SCC" means the Special Conditions of Contract, 1.23
- incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other 1.24

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		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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	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 must apply.
	THE	THE NATIONAL TREASURY: Republic of South Africa
3, General	3.1	Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4,1	The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	<u>ې</u>	The supplier must 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 threewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any
		such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.
	5.2	The supplier must not, without the purchaser's prior written
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		to say

consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- clause 5.1 must remain the property of the purchaser and must be other than the contract itself mentioned in GCC supplier's performance under the contract if so required by the returned (all copies) to the purchaser on completion of the Any document, purchaser. 5.3
- them audited by auditors appointed by the purchaser, if so required The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have by the purchaser. 5.4
- The supplier must 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. 50 6. Patent Rights
- municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in When a supplier developed documentation / projects for the the municipality / municipal entity. 6.2

# THE NATIONAL TREASURY: Republic of South Africa

award, the successful bidder must furnish to the purchaser the Within thirty (30) days of receipt of the notification of contract performance security of the amount specified in SCC. 2

7. Performance

Security

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

8. Inspections, tests and analyses

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

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- the contract period it is decided that inspections must be carried arrangements, including payment arrangements with the testing If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during out, the purchaser must itself make the necessary authority concerned. 8.3
- 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 must be defrayed by the purchaser. 8.4
- whether such goods or services are accepted or not, the cost in ĉ Where the goods or services referred to in clauses 8.2 and 8. connection with these inspections, tests or analyses must be do not comply with the contract requirements, irrespective of defrayed by the supplier. 6 80

- 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 8.6
- Any contract goods may on or after delivery be inspected, tested or requirements of the contract. Such rejected goods must be held at purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the cost and risk of the supplier who must, when called upon, analysed and may be rejected if found not to comply with the the supplier fail to provide the substitute goods forthwith, the remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the necessary at the expense of the supplier. 8.7
- The provisions of clauses 8.4 to 8.7 must 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. 8.8

9. Packing

required to prevent their damage or deterioration during transit to must be sufficient to withstand, without limitation, rough handling precipitation during transit, and open storage. Packing, case size their final destination, as indicated in the contract. The packing during transit and exposure to extreme temperatures, satt and The supplier must provide such packing of the goods as is 9.1

weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

BIDDER INITIAL: C.A.A.

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11. Insurance	11.1	The goods supplied under the contract must 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.
		THE NATIONAL TREASURY: Republic of South Africa
12. Transportation 12.1	12.1	Should a price other than an all-inclusive delivered price be required, this must be specified.
13. Incidental Services	13.1	<ul> <li>The supplier may be required to provide any or all of the following services, including additional services, if any:</li> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(d) performance or supervision or maintenance and/or repair of the supplied goods; performance or supervision or maintenance and/or repair of the supplied goods; performance or supervision or maintenance and/or repair of the supplier of any warranty obligations under this contract; and</li> <li>(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.</li> </ul>
	13.2	Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must 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 must not relieve the supplier of any warranty obligations under the contract; and;
		<ul> <li>(b) in the event of termination of production of the spare parts:</li> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>
THE NATIONAL TREASURY: Republic of South Africa	SURY: R	epublic of South Africa

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

10.1

10. Delivery and Documents

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and that they incorporate all recent improvements in design and contract are new, unused, of the most recent or current models. þ the supplied goods in the conditions prevailing in the country of omission of the supplier, that may develop under normal use of contract must have no defect, arising from design, materials, required by the purchaser's specifications) or from any act or supplier further warrants that all goods supplied under this workmanship (except when the design and/or material is The supplier warrants that the goods supplied under the materials unless provided otherwise in the contract. The final destination. 15.1

15. Warranty

- delivered to and accepted at the final destination indicated in the This warranty must remain valid for twelve (12) months after the contract, or for eighteen (18) months after the date of shipment whichever period concludes earlier, unless specified otherwise. goods, or any portion thereof as the case may be, have been from the port or place of loading in the source country, 15.2
- The purchaser must promptly notify the supplier in writing of any claims arising under this warranty. 15.3
- Upon receipt of such notice, the supplier must, within the period defective goods or parts thereof, without costs to the purchaser. specified and with all reasonable speed, repair or replace the 15,4
- the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier proceed to take such remedial action as may be necessary, at defect(s) within the period specified, the purchaser may If the supplier, having been notified, fails to remedy the under the contract. 15.5
- The method and conditions of payment to be made to the supplier under this contract must be specified. 16.1 16. Payment
- accompanied by a copy of the delivery note and upon fulfilment The supplier must furnish the purchaser with an invoice of other obligations stipulated in the contract. 16.2
- case later than thirty (30) days after submission of an invoice or Payments must be made promptly by the purchaser, but in no claim by the supplier. 16.3
- Payment will be made in Rand unless otherwise stipulated. 16.4

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

Prices charged by the supplier for goods delivered and services quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid performed under the contract must not vary from the prices validity extension, as the case may be. 17.1 17. Prices

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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

contract, be entitled to purchase goods of a similar quality and

Upon any delay beyond the delivery period in the case of a

21.5

goods contract, the purchaser must, without cancelling the

pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the

application of penalties.

supplier in the performance of its delivery obligations must Except as provided under GCC Clause 25, a delay by the

render the supplier liable to the imposition of penalties,

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT** 

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21.4

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.

The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an

21.3

If at any time during performance of the contract, the supplier or its

21.2

must 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 must evaluate

delivery of the goods and performance of services, the supplier

subcontractor(s) should encounter conditions impeding timely

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 must be ratified by the parties by amendment of contract.

The supplier must not assign, in whole or in part, its obligations to

perform under the contract, except with the purchaser's prior

written consent.

19.1

19. Assignment

n cases where the estimated value of the envisaged changes in

18.1

18. Variation Orders

purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the

measurable quantities, the contractor may be approached to

goods or render the services as such. In cases of

reduce the unit price, and such offers may be accepted

provided that there is no escalation in price.

must not relieve the supptier from any liability or obligation under

the contract.

Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule

21.1

21. Delays in the

supplier's

performance

prescribed by the purchaser in the contract.

specified in the bid. Such notification, in the original bid or later,

subcontracts awarded under this contracts if not already

The supplier must notify the purchaser in writing of all

20.1

20. Subcontracts

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.

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- 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 must, without prejudice to consider termination of the contract pursuant to GCC Clause 23. current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the its other remedies under the contract, deduct from the 22.1 23. Termination 22. Penalties
  - The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may (a) if the supplier fails to defiver any or all of the goods within terminate this contract in whole or in part: 23.1

for default

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)

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

- the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the Where the purchaser terminates the contract in whole or in part, public sector for a period not exceeding 10 years. 23.3
- time period of not more than fourteen (14) days to provide reasons supplier fail to respond within the stipulated fourteen (14) days the person associated with the supplier, the supplier will be allowed a why the envisaged restriction should not be imposed. Should the If a purchaser intends imposing a restriction on a supplier or any purchaser may regard the supplier as having no objection and proceed with the restriction. 23.4
- enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other 23.5

BIDDER INITIAL

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over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- working days of such imposition, furnish the National Treasury, with the following information. If a restriction is imposed, the purchaser must, within five (5) 23.6
  - the name and address of the supplier and / or person restricted by the purchaser;
    - (ii) the date of commencement of the restriction
      - (iii) the period of restriction; and
- (iv) the reasons for the restriction.These details will be loaded in the National Treasury's central

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

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

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervaliting duties are imposed, or the amount of a provisional payment or anti-dumping or countervaling 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 countervaling right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moreys (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.
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance

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	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 with 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 must make every effort to resolve amicably such dispute or difference by mutual

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

consultation.

THE NATIONAL TREASURY: Republic of South Africa

- 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 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either given to the other party. 27.2
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- the parties must continue to perform their respective Notwithstanding any reference to mediation and/or court proceedings herein, **D** 27.4
- obligations under the contract unless they otherwise agree; and
- (b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract. Event in passe of or inclusion accurated accurated.
- Except in cases of criminal negligence or wilful misconduct, and in 28.1 Limitation of Liability

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contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of the case of infringement pursuant to Clause 6; (a) the supplier must not be liable to the purchaser, whether in profits or interest costs, provided that this exclusion must

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not apply to any obligation of the supplier to pay penalties

		<ul> <li>and/or damages to the purchaser; and</li> <li>(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.</li> </ul>
29. Governing	29.1	29.1 The contract must be written in English. All correspondence and

other documents pertaining to the contract that is exchanged by the parties must also be written in English	
Language	

- The contract must be interpreted in accordance with South African laws, unless otherwise specified. 30.1 30. Appficable Law
- Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice. 31.1 **31. Notices**

# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the nurchaser's counted
	32.2	A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the ourchaser
	32.3	No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the proferred bidder cost is proceed.
	32.4	No contract must be concluded with any bidder whose municipal
33. Transfer of Contracts	33.1	The contractor must not abandon, transfer, cede assign or subjet 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 must 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 must be in writing, must also be in writing.
35. Prohibition of Restrictive practices	35.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it
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ls between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.

- evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the possible imposition of administrative penalties as contemplated in If a bidder(s) or contractor(s) based on reasonable grounds or section 59 of the Competition Act No 89 of 1998. Competition Commission for investigation and 35.2
- 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 contractors(s) concerned. 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 35.3

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# Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

# MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/16 - 2019 (MK62 - 2019) SUPPLY,</u> <u>DELIVERY AND INSTALLATION OF AN APPROPRIATE PLINTH FOR A 315KVA</u> <u>TRANSFORMER</u>

Partye: JPD TURNKEY PROJECTS (PTY) LTD

Bedrag Toegeken: R26 000.00

Aanbeveling deur relevante Direkteur:

NR/

Aanbeveling deur CFO:

DATUM:



# BERGRIVIER MUNICIPALITY

**MBD 7.1** 

# **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD.</u> BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/16-2019 (MN62/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid:
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

6.	I confirm that I am du	uly authorised to sign this contract.	/
	NAME (PRINT)	Jacobus Stetanus Els	
	CAPACITY	Director	WITNESSE
	SIGNATURE	<u>A</u>	1
	NAME OF FIRM	JPD Turnkey Argeus	2. 12/01/2000
	DATE	29/04/2019	DATE: 4. 7/0.4/. 2.01. 7

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# BERGRIVIER MUNICIPALITY

MBD 7.1

# CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I. Marius Wijsk in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/16-2019 (MN62/2019) dated ...h May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT
Quotation 8/2/16-2019 MN62-2019 Supply, delivery & Installation of an appropriate plinth for a 315kVa transformer	R 26 000 00	As per attached specifications		LEVEL 2	(if applicable) N/A

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

SIGNED ATPIKETBERGON	6 May 2019
NAME (PRINT) M WUST	<i>0</i>
SIGNATURE P MW	
OFFICIAL STAMP BERGRIVIER 1 6 MAY 2019 MUNICIPALITY/MUNISIPALITEI	



THE NATIONAL TREASURY

**Republic of South Africa** 



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010



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### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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# **General Conditions of Contract**

## 1. Definitions

- The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract,
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 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 must apply.

## THE NATIONAL TREASURY: Republic of South Africa

3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4.1	The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	5.1	The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7.1 Within thirty (30) days of receipt of the notification of contract Security award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
  - All pre-bidding testing will be for the account of the bidder. 8.1
  - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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8. Inspections. tests and analyses

# 7. Performance

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must be specified.

# **13. Incidental**13.1The supplier may be required to provide any or all of the<br/>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 must 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, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.

# **14. Spare parts**14.1As specified, the supplier may be required to provide any or all of<br/>the following materials, notifications, and information pertaining<br/>to spare parts manufactured or distributed by the supplier:

- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty	15.1	The 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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
	15.4	Upon receipt of such notice, the supplier must, 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 must be specified.
	16.2	The supplier must furnish the purchaser with an involce accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.
	16.3	Payments must 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.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TR	EASURY:	Republic of South Africa
17. Prices	17.1	Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price

adjustments authorized or in the purchaser's request for bid

validity extension, as the case may be.

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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 must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already

21. Delays in the supplier's beformance
 performance
 21.1 Delivery of the goods and performance of services must be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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 must 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 must 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 must be ratified by the parties by amendment of contract.

specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under

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.

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, 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

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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 must, 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 23.1 The purchaser, without prejudice to any other remedy for breach of for default 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT** 

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- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who

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BIDDER INITIAL: Page 34

wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

### THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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.
		contract of any other amount which may be due to fight.

## 25. Force 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the

Page 35 BIDDER INITIAL:.....

Majeure	25.2	supplier must 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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

## THE NATIONAL TREASURY: Republic of South Africa

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	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
28. Limitation of Liability	28.1	<ul> <li>(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.</li> <li>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</li> <li>(a) the supplier must 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</li> </ul>

BIDDER INITIAL: Page 36

profits or interest costs, provided that this exclusion must 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, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
- 29. Governing<br/>Language29.1The contract must be written in English. All correspondence and<br/>other documents pertaining to the contract that is exchanged by<br/>the parties must also be written in English.
- **30. Applicable**<br/>Law30.1The contract must be interpreted in accordance with South<br/>African laws, unless otherwise specified.
- **31. Notices** 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

THE NATIONAL TREASURY: Republic of South Africa

	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
	32.4	No contract must 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 must 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 must 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 must be in writing, must also be in writing.
35. Prohibition of Restrictive practices	35.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice

BIDDER INITIAL: Page 37

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 contractors(s) concerned.


Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# **OP LAS**

# MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/17 - 2019 (MK64 - 2019) OPLEIDING:</u> <u>wetstoepassing</u>

Partye: NELSON MANDELA UNIVERSITY

Bedrag Toegeken: R33 600.00

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO:

DATUM:

26 June 2019



**MBD 7.1** 

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/17-2019 (MN64/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
      - Tax clearance certificate;
      - Pricing schedule(s);
      - Technical Specification(s);
      - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
      - Declaration of interest;
      - Declaration of bidder's past SCM practices;
      - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL: Page 19

FQ 8/2/17-2019 (MN64/2019)

I confirm that I am duly authorised to sign this contract.  $Q_{A} = H_{A} \cos \theta$ 6.

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NAME (PRINT)	Fig. H. VAN AS	
CAPACITY	Director of NMN - CLA	WITNESSES
SIGNATURE	MM Jan Az	1 2.
NAME OF FIRM	Neltin Mandeki Uhivesity	$\frac{23}{\alpha \mu} \frac{23}{\alpha \mu} \frac{2}{2 \cdot 19}$
DATE	23/04/2014	

BIDDER INITIAL: Page 20 FQ 8/2/17-2019 (MN64/2019)

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MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. <u>Halle Linde</u> in my capacity as <u>Municipal Manager</u> accept your bid under reference number 8/2/17-2019 (MN64/2019) dated <u>21 June 99</u> for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DURATION OF COURSE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/17-2019 MN64-2019 Training – Law Enforcement	R	As per attached specifications	Approx 3-5 Days Between 09:00 & 15:00	LEVEL	N/A

- 4. I confirm that I am duly authorized to sign this contract.
- 5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED AT PIKETBERG ON 27 June 2019 NAME (PRINT) H LINDE SIGNATURE **OFFICIAL STAMP** WITNESSE 1. BERGRIVIER 2 7 JUN 2019 2. DATE 27.06.2019 MUNICIPALITY/MUNISIPALITEIT

## FQ 8/2/17-2019 (MN64/2019)

BIDDER INITIAL:.... Page 21



**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an involce accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DURATION OF COURSE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/17-2019 MN64-2019 Training – Law Enforcement	R	As per attached specifications	Approx 3-5 Days Between 09:00 & 15:00	LEVEL	N/A

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

SIGNED AT PIKETBERGON	27 June 2019
SIGNATURE	mal
OFFICIAL STAMP	WITNESSES
	1
	2
	DATE

FQ 8/2/17-2019 (MN64/2019)

BIDDER INITIAL:

Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

## MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/18 - 2019 (MK65 - 2019) TRAINING - BASIC</u> FIRE FIGHTING LEVEL 1 & 2

Partye: BUSINESS RISK SOLUTIONS

Bedrag Toegeken: R8950.50

6 mense

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO

14

DATUM:



**MBD 7.1** 

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/18-2019 (MN65/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder pr any other person regarding this or any other bid.

FQ 8/2/18-2019 (MN65/2019)

BIDDER INITIAL:..... ..... Page 19

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

NAME (PRINT)	H-L-HARRIS	· · · ·
CAPACITY	DALEATA / geo.	WITNESSES
SIGNATURE	A.	1
NAME OF FIRM	Busmess Kisk South	2
DATE	34/4/2019	DATE:



MBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I Hanlie Linde in my capacity as Municipal Monger accept your bid under reference number 8/2/18-2019 (MN65/2019) dated CE. Jerry (1.1. for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	APP T	CE (ALL PLICABLE TAXES CLUDED)	BRAND	DURATION OF COURSE	STATUS	BEE S LEVEL DF BUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/18-2019 MN65-2019 Training – Basic Firefighting Level 1 & 2	R	895D.5D	As per attached specifications	Approx. 5 Days Between 09:00 & 15:30	LEVEL	4	N/A

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

5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

SIGNED ATP NAME (PRINT)H SIGNATURE	LINDE	7/19
OFFICIAL STAMP	BERGRIVIER 0 2 JUL 2019 MUNICIPALITY/MUNISIPALITEIT	WITNESSES 1. 2. DATE OZ.07.2019

FQ 8/2/18-2019 (MN65/2019)

BIDDER INITIAL:..... Page 21



**MBD 7.1** 

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DURATION OF COURSE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/18-2019 MN65-2019 Training – Basic Firefighting Level 1 & 2	R	As per attached specifications	Approx 5 Days Between 09:00 & 15:30	LEVEL	N/A

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

SIGNED AT	2/1/19
SIGNATURE	hude
OFFICIAL STAMP	WITNESSES
	1
	2
	DATE
FQ 8/2/18-2019 (MN65/2019)	BIDDER INITIAL: Page 21

Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/19 - 2019 (MK66 - 2019) TRAINING -</u> <u>MUNICIPAL MINIMUM COMPETENCY REGULATIONS</u>

Partye: GATYANA TRAINING ACADEMY (PTY) LTD

Bedrag Toegeken: R32 200.00

2 persone

ł,

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO:

DATUM:

02 July 2019



**MBD 7.1** 

#### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING <u>THIS</u> PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD.</u> BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/19-2019 (MN66/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
      - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

FQ 8/2/19-2019 (MN66/2019)

BIDDER INITIAL: S, A Page 19

6.	I confirm that I ar	n duly authorised to sign this contract.
	NAME (PRINT)	Sikhumbuzo Magadlela
	CAPACITY	Dixector WITNESSES
	SIGNATURE	1 Mar
	NAME OF FIRM	Ligtyana Waining Academy 2019/04/18
	DATE	16 04 2019 DATE: 2019/04/18

FQ 8/2/19-2019 (MN66/2019)

BIDDER INITIAL: S.A. Page 20



**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I Han lie Linde in my capacity as Municipal Manager accept your bid under reference number 8/2/19-2019 (MN66/2019) dated. 02.01. Zol9 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	API	PLIC TAX	(ALL CABLE CES DED)	BRAND	DURATION OF COURSE	STATUS	BEE S LEVEL OF BUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/19-2019 MN66-2019 Municipal minimum competency regulations	R	32	2.00-06	As per attached specifications	Approx. 6 Months Between 09:00 & 15:30	LEVEL	1	N/A

- 4. I confirm that I am duly authorized to sign this contract.
- 5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

	HUNDE	17/19
SIGNATURE	Ande	•
OFFICIAL STAMP	BERGRIVIER 0 2 JUL 2019 MUNICIPALITY/MUNISIPALITEIT	WITNESSES 1. 2. DATE OZ.O.7.2.019

FQ 8/2/19-2019 (MN66/2019)

BIDDER INITIAL:..... Page 21



MBD 7.1

## CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- I.....in my capacity as.... accept your bid under reference number 8/2/19-2019 (MN66/2019) dated......for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DURATION OF COURSE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/19-2019 MN66-2019 Municipal minimum competency regulations	R	As per attached specifications	Approx. 6 Months Between 09:00 & 15:30	LEVEL	N/A

4.	I confirm that I	am duly authoriz	zed to sign this contract
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AME (PRINT) HUNDE	AP in
BIGNATURE	Hunde
OFFICIAL STAMP	WITNESSES
	1
	2
	DATE

FQ 8/2/19-2019 (MN66/2019)

BIDDER INITIAL: S. A Page 21

Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/20 - 2019 (MK71 - 2019)</u> CONSTRUCTION OF CRICKET PRACTICE NETS AND GATES AT PELLA PARK SPORTS GROUND IN PORTERVILLE

Partye: EXTRA COVER SPORTS FACILITY CONTRACTOR (PTY) LTD

Aanbeveling deur relevante Direkteur: ser thur Aanbeveling deur CFO:

DATUM:



**MBD 7.1** 

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding 1. documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/20-2019 (MN71/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this 2 agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate:
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions 4. devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person 5. regarding this or any other bid.

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I confirm that I an	n duly authorised to sign this contract.	
NAME (PRINT)	WHERE BOILET	
CAPACITY	OWNER	WITNESSES
SIGNATURE	100m s	1 Juffailey
NAME OF FIRM	EXTRA CONDU SPORTS	2.
DATE	2019/01/ ansulasion	DATE: 2019/04/24
	2519/04/24	

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## CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

**MBD 7.1** 

1. Marius Whise in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/20-2019 (MN71/2019) dated ab May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).

- 2. An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUI THRESHOLD LOCAL PRODU AND CONT (if applicat	FOR JCTION
Quotation 8/2/20-2019 MN71-2019 Construction of Cricket practice nets & gates at Pella Park, PV	R 98 750-00	As per attached specifications		LEVEL 1	Wire products	100%

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

2019 NAME (PRINT) SIGNATURE **OFFICIAL STAMP** WITNESSE BERGRIVIER 1. 2019 -05- 0 6 2. MUNICIPALITY/MUNISIPALITEIT DATE

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## THE NATIONAL TREASURY

## **Republic of South Africa**



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## **General Conditions of Contract**

#### 1. Definitions

- 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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.
- "Tort" means in breach of contract. 1.26
- "Turnkey" means a procurement process where one service 1.27 provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- "Written" or "in writing" means hand-written in ink or any form of 1.28 electronic or mechanical writing.
- 2. Application 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - Where applicable, special conditions of contract are also laid 2.2 down to cover specific goods, services or works.
  - Where such special conditions of contract are in conflict with 2.3 these general conditions, the special conditions must apply.

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- 3. General 3.1 Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
  - 3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
- 4. Standards 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of 5.1 The supplier must not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any contract specification, plan, drawing, pattern, sample, or information documents furnished by or on behalf of the purchaser in connection information therewith, to any person other than a person employed by the inspection supplier in the performance of the contract. Disclosure to any

such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

The supplier must not, without the purchaser's prior written 5.2

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and

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.
  - 8.1 All pre-bidding testing will be for the account of the bidder.
  - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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8. Inspections,

tests and analyses

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must be defrayed by the supplier.

#### THE NATIONAL TREASURY: Republic of South Africa

- 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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

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

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**12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this must 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;
- 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 must 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, must be agreed upon in advance by the parties and must 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:

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

#### THE NATIONAL TREASURY: Republic of South Africa

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# 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 must 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 supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier must, 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 must be specified.
  - 16.2 The supplier must 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 must 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

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

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18. Variation Orders	<b>18</b> .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	<b>1</b> 9.1	The supplier must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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 must 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 must evaluate the situation and may at his discretion extend the supplier's time

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.

for performance, with or without the imposition of penalties, in which case the extension must be ratified by the parties by

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, 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

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		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 must, 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	<ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul>	
	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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT	
THE NATIONAL TREASURY: Republic of South Africa			

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

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over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

#### THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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 must not be liable for forfeiture of its performance

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	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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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.

- Should it not be possible to settle a dispute by means of 27.3 mediation, it may be settled in a South African court of law.
- Notwithstanding any reference to mediation and/or court 27.4 proceedings herein,
  - the parties must continue to perform their respective (a) obligations under the contract unless they otherwise agree; and
  - the purchaser must pay the supplier any monies due the (b) supplier for goods delivered and / or services rendered according to the prescripts of the contract.
- 28. Limitation of 28.1 Liability
- Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- the supplier must not be liable to the purchaser, whether in (a) 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 must

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not apply to any obligation of the supplier to pay penalties

- and/or damages to the purchaser; and
- the aggregate liability of the supplier to the purchaser, (b) whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
- The contract must be written in English. All correspondence and 29.1 29. Governing other documents pertaining to the contract that is exchanged by Language the parties must also be written in English.
- The contract must be interpreted in accordance with South 30. Applicable 30.1 African laws, unless otherwise specified. Law
- 31. Notices 31.1 Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.
32. Taxes and Duties	32.1	A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
	32.4	No contract must 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 must 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 must 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 must be in writing, must also be in writing.
35. Prohibition of Restrictive practices	35.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 1998, as amended, an agreement between, or concerted practice By, firms, or a decision by an association of firms, is prohibited if it

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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 contractors(s) concerned.



Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

# **MUNISIPALE BESTUURDER**

Aard van kontrak: <u>KWOTASIE 8/2/2 - 2019 (MK10 - 2019) SUPPLY, DELIVERY</u> AND INSTALLATION OF PLAY PARK EQUIPMENT (JUNGLE GYMS) - ANNA SWARTS PLAY PARK - PORTERVILLE

Partye: <u>cl steyn trading & projects</u>

Aanbeveling deur relevante Direkteur: ROM A.A Aanbeveling deur CFQ: DATUM:



**MBD 7.1** 

## CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD.</u> BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/2-2019 (MN10/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
      - Tax clearance certificate;
      - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL:.... Page 21 .....
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)	Theodore West	
CAPACITY	DIRECTOR	
SIGNATURE	P	
NAME OF FIRM	CI STEIN TRACING MUD RUSECTS	2. Oreneary
DATE	13/02/2019	DATE: 13102 2019

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## BERGRIVIER MUNICIPALITY

**MBD 7.1** 

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I. Marius Wust in my capacity as Acting Municipal Manager accept your bid under reference number 8/2/2-2019 (MN10/2019) dated 04/04/2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)	
Quotation 8/2/2-2019 MN10-2019 Supply, delivery & Installation of Playground Equipment	R 98 949.00	As per attached specifications		LEVEL 1	N/A	

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

SIGNED AT ..... PIKETBERG ...... ON .... NAME (PRINT) SIGNATURE OFFICIAL STAMP WITNESSE BERGRIVIER 1. 2019 -04- 0 4 MUNICIPALITY/MUNISIPALITEIT 2. BIDDER INITIAL:..... FQ 8/2/2-2019 (MN10/2019) Page 23

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## THE NATIONAL TREASURY

**Republic of South Africa** 



## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

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## **General Conditions of Contract**

#### 1. Definitions

1.

The following terms must be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

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- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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		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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
	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 must apply.
		IATIONAL TREASURY: Republic of South Africa
3. General	3.1	Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
	3.2	Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.
4. Standards	4.1	The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information inspection	5.1	The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such
		performance.

The supplier must not, without the purchaser's prior written 5.2

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7. Performance<br/>Security7.1Within thirty (30) days of receipt of the notification of contract<br/>award, the successful bidder must furnish to the purchaser the<br/>performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- 11. Insurance 11.1 The goods supplied under the contract must 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 must be specified.
- **13. Incidental**13.1The supplier may be required to provide any or all of the<br/>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 must 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, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts14.1As specified, the supplier may be required to provide any or all of<br/>the following materials, notifications, and information pertaining<br/>to spare parts manufactured or distributed by the supplier:
  - such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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- **15. Warranty 15.1** The 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 must 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 supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, 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 must be specified.
  - 16.2 The supplier must 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 must 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.

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 17. Prices
 17.1
 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price

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		adjustments authorized or in the purchaser's request for bid 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 must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must 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 must 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

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 must 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 must 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 must 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.

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, without cancelling the contract, be entitled to purchase goods of a similar quality and

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		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 must, 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	<ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul>
	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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TRE	EASURY	': Republic of South Africa
	23.3	Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

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

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the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser:
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

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24. Antidumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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
		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.

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25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance
	25.2	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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must 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 must make every effort to resolve amicably such dispute or difference by mutual consultation.
		GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREAS	SURY: R	epublic of South Africa

28. Limitation of Liability	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
		(b) the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.
	27.4	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.2	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.

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		(a)	the supplier must 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 must not apply to any obligation of the supplier to pay penalties
		(b)	and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
29. Governing Language	<b>29</b> .1	The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.	
30. Applicable Law	30.1		contract must be interpreted in accordance with South in laws, unless otherwise specified.
31. Notices	31.1	conce him m his bio	written acceptance of a bid must be posted to the supplier erned by registered or certified mail and any other notice to nust be posted by ordinary mail to the address furnished in d or to the address notified later by him in writing and such ig must be deemed to be proper service of such notice.
		GOVE	RNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TR	EASURY: I	Republic	of South Africa
	31.2	act af	me mentioned in the contract documents for performing any ter such aforesaid notice has been given, must be reckoned the date of posting of such notice.

- 32. Taxes and<br/>Duties32.1A foreign supplier must be entirely responsible for all taxes,<br/>stamp duties, license fees, and other such levies imposed outside<br/>the purchaser's country.
  - 32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
  - 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
  - 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
  - 33.1 The contractor must 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 must 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 must be in writing, must also be in writing.

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33. Transfer of

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Contracts

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**35. Prohibition of 35.1** In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 **Restrictive practices 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 contractors(s) concerned.

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

# MUNISIPALE BESTUURDER

Aard van kontrak: <u>KWOTASIE 8/2/22 - 2019 (MK67 - 2019) SUPPLY AND</u> DELIVERY OF UNINTERRUPTED POWER SUPPLIES (UPS)

Partye: Q3 IT SERVICES CC R701,50	
Aanbeveling deur relevante Direkteur:	
Mun	
Aanbeveling deur CFO:	
DATUM:	



## BERGRIVIER MUNICIPALITY

**MBD 7.1** 

## **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/22-2019 (MN67/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL:..... Page 19

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

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NAME (PRINT)	MIRANDA MELAETLA	J
	6	WITNESSES / A
CAPACITY	SALES MANAGER	
		1 ATTICE
SIGNATURE	Juse	her
	Q3 IT SERVICES CC	2.
NAME OF FIRM	43 IT Status CC	DATE: 24.04 2019
	- 10	DATE: 24.04
DATE	26.04.2019	

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## BERGRIVIER MUNICIPALITY

## CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. Marius Will in my capacity as Acting Municipal Managur accept your bid under reference number 8/2/22-2019 (MN67/2019) dated. 10 May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBI STATUS I OF CONTRIB	LEVEL	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
Quotation 8/2/22-2019 MN67-2019 Supply & Delivery of Uninterrupted Power Supplies (UPS)	R 701,5D Per UPs	As per attached specifications		LEVEL	1	N/A

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

SIGNED AT ..... PIKETBERG ..... ON .. NAME (PRINT) SIGNATURE **OFFICIAL STAMP** WITNESS BERGRIVIER 1. 1 0 MAY 2019 2 MUNICIPALITY/MUNISIPALITEIT 2019 .5 DATE FQ 8/2/22-2019 (MN67/2019) **BIDDER INITIAL:** Page 21

**MBD 7.1** 

THE NATIONAL TREASURY

**Republic of South Africa** 



## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

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- 2. Application
- 3. General
- 4. Standards
- Use of contract documents and information inspection
- 6. Patent Rights
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- 9. Packing
- 10. Delivery and documents
- 11. Insurance
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- 14. Spare parts
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- 19. Assignment
- 20. Subcontracts
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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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## **General Conditions of Contract**

#### 1. Definitions

- IS 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

#### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 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 must apply.

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3. General

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

5. Use of contract documents and information inspection

- 4.1 The goods supplied must conform to the standards mentioned in the bidding documents and specifications.
- 5.1 The supplier must 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 must be made in confidence and must extend only so far as may be necessary for purposes of such performance.

5.2 The supplier must not, without the purchaser's prior written

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - a bank guarantee or an irrevocable letter of credit issued (a) by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - a cashier's or certified cheque. (b)
  - 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.
  - 8.1 All pre-bidding testing will be for the account of the bidder.
  - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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7. Performance Security

8. Inspections.

tests and analyses

- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must be specified.
- 13. Incidental 13.1 Services

14. Spare parts

- 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;
- 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 must 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, must be agreed upon in advance by the parties and must not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 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:
  - such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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- **15. Warranty** 15.1 The 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 must 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 supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, 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 must be specified.
- 16.2 The supplier must 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 must 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.

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**17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract must not vary from the prices quoted by the supplier in his bid, with the exception of any price

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|                                                |       | adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
|------------------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 18. Variation<br>Orders                        | 18.1  | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of<br>measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price.                                                                                                                                                                                                                          |
| 19. Assignment                                 | 19.1  | The supplier must 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 must notify the purchaser in writing of all<br>subcontracts awarded under this contracts if not already<br>specified in the bid. Such notification, in the original bid or later,<br>must not relieve the supplier from any liability or obligation under<br>the contract.                                                                                                                                                                                                                                                                                                                                                                        |
| 21. Delays in the<br>supplier's<br>performance | 21.1  | Delivery of the goods and performance of services must be<br>made by the supplier in accordance with the time schedule<br>prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                | 21.2  | If at any time during performance of the contract, the supplier or its<br>subcontractor(s) should encounter conditions impeding timely<br>delivery of the goods and performance of services, the supplier<br>must promptly notify the purchaser in writing of the fact of the<br>delay, its likely duration and its cause(s). As soon as practicable<br>after receipt of the supplier's notice, the purchaser must evaluate<br>the situation and may at his discretion extend the supplier's time<br>for performance, with or without the imposition of penalties, in<br>which case the extension must be ratified by the parties by<br>amendment of contract. |
|                                                | 21.3  | The right is reserved to procure outside of the contract small<br>quantities or to have minor essential services executed if an<br>emergency arises, the supplier's point of supply is not situated at<br>or near the place where the goods are required, or the<br>supplier's services are not readily available.                                                                                                                                                                                                                                                                                                                                             |
|                                                |       | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| THE NATIONAL                                   | TREAS | URY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                                                | 21.4  | Except as provided under GCC Clause 25, a delay by the<br>supplier in the performance of its delivery obligations must<br>render the supplier liable to the imposition of penalties,<br>pursuant to GCC Clause 22, unless an extension of time is<br>agreed upon pursuant to GCC Clause 22.2 without the<br>application of penalties.                                                                                                                                                                                                                                                                                                                          |
|                                                | 21.5  | Upon any delay beyond the delivery period in the case of a goods contract, the purchaser must, without cancelling the contract, be entitled to purchase goods of a similar quality and                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| FQ 8/2/22-2019                                 | (MN67 | /2019) BIDDER INITIAL: Page 33                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|                                                |       | f man                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |

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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. Subject to GCC Clause 25, if the supplier fails to deliver any or all 22. Penalties 22.1 of the goods or to perform the services within the period(s) specified in the contract, the purchaser must, 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. The purchaser, without prejudice to any other remedy for breach of 23.1 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;

- if the supplier fails to perform any other obligation(s) under (b) the contract; or
- if the supplier, in the judgement of the purchaser, has (c) engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- In the event the purchaser terminates the contract in whole or in 23.2 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 must be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier must continue performance of the contract to the extent not terminated.

### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

## THE NATIONAL TREASURY: Republic of South Africa

- Where the purchaser terminates the contract in whole or in part, 233 the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- If a purchaser intends imposing a restriction on a supplier or any 23.4 person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- Any restriction imposed on any person by the purchaser will, at 23.5

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FQ 8/2/22-2019 (MN67/2019)

#### 23. Termination for default

the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

24. Antidumping 24.1 and countervailing duties and rights When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference must 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.

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| 25. Forc<br>Majeure  |               | 25.1  | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance                                                                                                                                                                                                                                                                                                             |
|----------------------|---------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                      |               |       | security, damages, or termination for default if and to the extent<br>that his delay in performance or other failure to perform his<br>obligations under the contract is the result of an event of force<br>majeure.                                                                                                                                                                                                                   |
|                      |               | 25.2  | If a force majeure situation arises, the supplier must promptly<br>notify the purchaser in writing of such condition and the cause<br>thereof. Unless otherwise directed by the purchaser in writing,<br>the supplier must continue to perform its obligations under the<br>contract as far as is reasonably practical, and must seek all<br>reasonable alternative means for performance not prevented by<br>the force majeure event. |
| 26. Tern<br>for inso |               | 26.1  | The purchaser may at any time terminate the contract by giving<br>written notice to the supplier if the supplier becomes bankrupt or<br>otherwise insolvent. In this event, termination will be without<br>compensation to the supplier, provided that such termination will<br>not prejudice or affect any right of action or remedy, which has<br>accrued or will accrue thereafter to the purchaser.                                |
| 27. Sett<br>Dispute  | ement of<br>s | 27.1  | If any dispute or difference of any kind whatsoever arises<br>between the purchaser and the supplier in connection with or<br>arising out of the contract, the parties must make every effort to<br>resolve amicably such dispute or difference by mutual<br>consultation.                                                                                                                                                             |
|                      |               |       | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                 |
| THE NAT              | IONAL TREA    | SURY: | Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                               |
|                      |               | 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<br>his intention to commence with mediation. No mediation in<br>respect of this matter may be commenced unless such notice is<br>given to the other party.     |
|--------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.                                                                                                            |
|                                | 27.4 | <ul> <li>Notwithstanding any reference to mediation and/or court proceedings herein,</li> <li>(a) the parties must continue to perform their respective obligations under the contract unless they otherwise agree; and</li> </ul> |
|                                |      | (b) the purchaser must pay the supplier any monies due the<br>supplier for goods delivered and / or services rendered<br>according to the prescripts of the contract.                                                              |
| 28. Limitation of<br>Liability | 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;                                                                                                                 |

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|                               |         | (a)                                                                                                                                                                                                                                                                                                                                            | the supplier must not be liable to the purchaser, whether in<br>contract, tort, or otherwise, for any indirect or consequential<br>loss or damage, loss of use, loss of production, or loss of<br>profits or interest costs, provided that this exclusion must<br>not apply to any obligation of the supplier to pay penalties              |  |
|-------------------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|                               |         | (b)                                                                                                                                                                                                                                                                                                                                            | and/or damages to the purchaser; and<br>the aggregate liability of the supplier to the purchaser,<br>whether under the contract, in tort or otherwise, must not<br>exceed the total contract price, provided that this limitation<br>must not apply to the cost of repairing or replacing defective<br>equipment.                           |  |
| 29. Governing<br>Language     | 29.1    | other of                                                                                                                                                                                                                                                                                                                                       | ontract must be written in English. All correspondence and documents pertaining to the contract that is exchanged by rties must also be written in English.                                                                                                                                                                                 |  |
| 30. Applicable<br>Law         | 30.1    | The contract must be interpreted in accordance with South African laws, unless otherwise specified.                                                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                                                                             |  |
| 31. Notices                   | 31.1    | Every written acceptance of a bid must be posted to the supplier<br>concerned by registered or certified mail and any other notice to<br>him must be posted by ordinary mail to the address furnished in<br>his bid or to the address notified later by him in writing and such<br>posting must be deemed to be proper service of such notice. |                                                                                                                                                                                                                                                                                                                                             |  |
|                               |         | GOVE                                                                                                                                                                                                                                                                                                                                           | RNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                          |  |
| THE NATIONAL TREA             | SURY: I | Republic                                                                                                                                                                                                                                                                                                                                       | of South Africa                                                                                                                                                                                                                                                                                                                             |  |
|                               | 21.0    | <b>T</b> L - 4                                                                                                                                                                                                                                                                                                                                 | me mentioned in the contract documents for performing any                                                                                                                                                                                                                                                                                   |  |
|                               | 31.2    | act aft                                                                                                                                                                                                                                                                                                                                        | he date of posting of such notice.                                                                                                                                                                                                                                                                                                          |  |
| 32. Taxes and<br>Duties       | 32.1    | stamp                                                                                                                                                                                                                                                                                                                                          | ign supplier must be entirely responsible for all taxes,<br>duties, license fees, and other such levies imposed outside<br>irchaser's country.                                                                                                                                                                                              |  |
|                               | 32.2    | A loca                                                                                                                                                                                                                                                                                                                                         | I supplier must be entirely responsible for all taxes, duties,<br>e fees, etc., incurred until delivery of the contracted goods to<br>urchaser.                                                                                                                                                                                             |  |
|                               | 32.3    | No co<br>are no                                                                                                                                                                                                                                                                                                                                | ntract must be concluded with any bidder whose tax matters<br>of in order. Prior to the award of a bid SARS must have<br>ed that the tax matters of the preferred bidder are in order.                                                                                                                                                      |  |
|                               | 32.4    | No co                                                                                                                                                                                                                                                                                                                                          | ntract must be concluded with any bidder whose municipal<br>and taxes and municipal services charges are in arrears.                                                                                                                                                                                                                        |  |
| 33. Transfer of<br>Contracts  | 33.1    | The co                                                                                                                                                                                                                                                                                                                                         | ontractor must not abandon, transfer, cede assign or sublet<br>tract or part thereof without the written permission of the                                                                                                                                                                                                                  |  |
| 34. Amendment<br>of contracts | 34.1    | condit<br>any fo<br>in writ<br>requir                                                                                                                                                                                                                                                                                                          | reement to amend or vary a contract or order or the<br>tions, stipulations or provisions thereof must be valid and of<br>orce unless such agreement to amend or vary is entered into<br>ing and signed by the contracting parties. Any waiver of the<br>ement that the agreement to amend or vary must be in<br>g, must also be in writing. |  |

BIDDER INITIAL: Page 37

35. Prohibition of Restrictive practices
35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 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

- 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 contractors(s) concerned.
Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

### **OP LAS**

### **MUNISIPALE BESTUURDER**

Aard van kontrak: <u>kwotasie 8/2/23 - 2019 (MK74 - 2019)</u> SUPPLY AND DELIVERY OF KAYALOO TOILETS

Partye: ABSOLUTE ABLUTIONS STELLENBOSCH (PTY) LTD

Bedrag toegeken: R146 188.00

| Aanbevelin | ng deur relevante Direkteur: | TA                                    |
|------------|------------------------------|---------------------------------------|
| Aanbevelin | ng deur CFO:                 | Tackie Sam                            |
| DATUM:     | 18 JUNE 2019                 | Jackie Sass<br>Waamemend<br>18/10/19. |



### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

### PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/23-2019 (MN74/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, *viz* 
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL:

FQ 8/2/23-2019 (MN74/2019)

I confirm that I am duly authorised to sign this contract. 6. .

| ,<br>NAME (PRINT) | Alet Byers         |                     |
|-------------------|--------------------|---------------------|
| CAPACITY          | Sales Manager      | WITNESSE            |
| SIGNATURE         | College Al         | 1                   |
| NAME OF FIRM      | Absolute Abiutions | ry2.ru              |
| DATE              | 20:05:2019         | DATE: . 20:05: 2019 |

BIDDER INITIAL: A Page 21

FQ 8/2/23-2019 (MN74/2019)



### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I Han lie Hinde in my capacity as Municipal Manager accept your bid under reference number 8/2/23-2019 (MN74/2019) dated 18 June 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                            | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) |
|----------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------|--------------------|----------------------------------------------|--------------------------------------------------------------------------------|
| Quotation<br>8/2/23-2019<br>MN74-2019<br>Supply &<br>Delivery of<br>Kayaloo<br>Toilets | R 146 188 00                                   | As per<br>attached<br>specifications |                    | LEVEL D<br>None - Contributor                | N/A                                                                            |

- 4. I confirm that I am duly authorized to sign this contract.
- 5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

tune 2019 SIGNED AT ...... PIKETBERG ..... ON 18 HANLIE NAME (PRINT) SIGNATURE unde. **OFFICIAL STAMP** WITNESSE BERGRIVIER 1. 1 8 JUN 2019 2 MUNICIPALITY/MUNISIPALITEIT 

FQ 8/2/23-2019 (MN74/2019)

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### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. <u>Hanlie</u> <u>Lincle</u> in my capacity as <u>Municipal</u> <u>Manager</u> accept your bid under reference number 8/2/23-2019 (MN74/2019) dated...18. June 2019. for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                            | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) |
|----------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------|--------------------|----------------------------------------------|--------------------------------------------------------------------------------|
| Quotation<br>8/2/23-2019<br>MN74-2019<br>Supply &<br>Delivery of<br>Kayaloo<br>Toilets | R 146 188-00                                   | As per<br>attached<br>specifications |                    | LEVEL D<br>None - Lonkributor                | N/A                                                                            |

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

| SIGNED AT         | PIKETBERGON18                                             | JUNE 2019                               |
|-------------------|-----------------------------------------------------------|-----------------------------------------|
| NAME (PRINT)      | HANLIE LINDE                                              |                                         |
| SIGNATURE         | Aude                                                      |                                         |
| OFFICIAL STAMP    | BERGRIVIER<br>1 8 JUN 2019<br>MUNICIPALITY/MUNISIPALITEIT | WITNESSES<br>1.<br>2.<br>DATE - 8.06.19 |
| FQ 8/2/23-2019 (M | N74/2019)                                                 | BIDDER INITIAL: Page 22                 |

Die MB sal GEEN kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

**OP LAS** 

MUNISIPALE BESTUURDER

AFLEWERING, INSTALLERING EN MONITERING VAN SEKURITEITSTELSELS BY Aard van kontrak: <u>kwo</u>rasie <u>8/2/24 - 2019 (MK76 - 2019) voorsiening.</u> BERGRIVIER MUNISIPALITEIT IN PIKETBERG

Partye: AVALON WORKS T/A MSS

Bedrag toegeken: R142 594.72

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO: pp ~

hir

DATUM:

10 June 2019

|          | BERGRIVIER MUNICIPALITY                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
|----------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|          | MBD 7.1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| Perio e  | THEFT JAM WELT FORM - PURCHASE (J. GOODS/WORKS<br>THEFT JAM WELT FILLED FOOT BOTH THE JUDDER (PART 1) AND THE PURCHASEN (PART 2).<br>LOWIN PAGES IT IS THE BOTH THE JUDDER (PART 1) AND THE PURCHASEN (PART 2).<br>LOWIN PAGES IT IS THE BOTH THE JUDDER (PART 1) AND THE PURCHASEN (PART 2).<br>LOWIN PAGES IT IS THE BOTH THE JUDDER (PART 1) AND THE PURCHASEN (PART 2).<br>LOWIN PAGES IT IS THE MORT FRANCH A VALID CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDER IS FORE A VALID CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDER IS FORE A VALID CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THIS PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THE PAGE OF THE MIDDING CONTRACT CAN BE<br>INTERCOME LITING THE OFFICE                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| <b>-</b> |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| ×        | I hereby in fartake to grow all many constrained in the far attraction of the fartable of the |
| ei.      | The following documents shall be decred to form and in react and construct as part or the<br>Percentation                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|          | <ul> <li>(i) Briding decuments, viz</li> <li>Invitation to hid;</li> <li>Tax clearance certificate;</li> <li>Pricing schedule(s);</li> <li>Dechnical Specification(s);</li> <li>Preference claims for Broad Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;</li> <li>Declaration of interest;</li> <li>Declaration of black's past SCM practicus;</li> <li>Contributions of Contract; and</li> <li>(ii) General Conditions of Contract; and</li> <li>(ii) Other (specify)</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| сi       | I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and rate(s) will be at my own risk.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.       | I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 5.       | I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |
|          |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| FQ 8/    | FQ 8/2/24-2019 (MN76/2019) BIDDER INITIAL: Page 35                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |



21/00



FQ 8/2/24-2019 (MN76/2019)

|                         | MBD 7.1<br>Y)                                                                                  | an ag a Tanta<br>(2011 ne Zeff, for<br>hexura(s).                                                                                                                                                                                   |                                                                    | I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note. | MINIMUM<br>THRESHOLD FOR<br>LOCAL<br>PRODUCTION AND<br>CONTENT<br>(if applicable) | N/A                                                                                                                     | I confirm that I am duly authorized to sign this contract.<br>I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver. |                |             |                |                                             |  |
|-------------------------|------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------|-------------|----------------|---------------------------------------------|--|
| <b>IPALITY</b>          | CONTRACT FORM - PURCHASE OF GOODS/WORKS<br>Part 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY) | L. Hanlie, Linde in my capacity as Wunicipal Manager<br>accept your bid under reference number FQ 8/2/24-2019 MN76-2019 dated VCM An<br>the supply of goods/works indicated hereunder and/or further specified in the annexure(s).  | ng.                                                                | vered in accordance<br>eccipt of an invoice                                                                                                                                                                  | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION                                      | LEVEL                                                                                                                   | h is part of this docun                                                                                                                                                                                         | 610            | -           | WITNESSES //// | 10.06.2017                                  |  |
| BERGRIVIER MUNICIPALITY | CHASE OF (                                                                                     | city as                                                                                                                                                                                                                             | s is forthcomin                                                    | ds/works delĥ<br>days after re                                                                                                                                                                               | DELIVERY<br>PERIOD                                                                |                                                                                                                         | s contract.<br>te GCC (which                                                                                                                                                                                    | Jume 20<br>F   | 2           | WITNE          | 2. C                                        |  |
| BERGRIVI                | ST FORM - PUR<br>Part 2 (to be fi                                                              | rence number FC                                                                                                                                                                                                                     | elivery instruction                                                | nent for the goo<br>within 30 (thirty)                                                                                                                                                                       | BRAND                                                                             | As set out in the Specifications                                                                                        | iorized to sign this<br>is contract that th<br>uidance giver.                                                                                                                                                   | ON 10 JUI      | - 1 -       | DEDCRIVIER     | 1 0 JUN 2019<br>MUNICIPALITYACURISIPALITEIT |  |
| 17                      | CONTRAC                                                                                        | الله المراجع ال<br>مراجع المراجع ال | An official order indicating delivery instructions is forthcoming. | ake to make payn<br>ns of the contract,<br>note.                                                                                                                                                             | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)                                    | R142 594. 72                                                                                                            | I confirm that I am duly authorized to sign this contract.<br>I confirm that authorizing this contract that the GCC (v<br>deemed as the legislative guidance giver.                                             | HANLIE I INTHE | )<br>)<br>) |                | U L U U U U U U U U U U U U U U U U U U     |  |
|                         |                                                                                                | 1. L. L. Lend<br>accept yo<br>the supply                                                                                                                                                                                            | 2. An official                                                     | <ol> <li>1 undertal<br/>conditions<br/>delivery m</li> </ol>                                                                                                                                                 | ITEM<br>NO.                                                                       | Quotation<br>8/2/24-2019<br>MN76-2019<br>Supply,<br>delivery,<br>installation &<br>Monitoring of<br>Security<br>Systems | <ol> <li>L confirm t</li> <li>L confirm t</li> <li>deemed a</li> </ol>                                                                                                                                          |                | SIGNATURE   | OFFICIAL STAMP |                                             |  |
|                         |                                                                                                |                                                                                                                                                                                                                                     |                                                                    |                                                                                                                                                                                                              |                                                                                   |                                                                                                                         |                                                                                                                                                                                                                 |                |             |                |                                             |  |

FQ 8/2/24-2019 (MN76/2019)

Die MB sal GEEN kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

### OP LAS

## **MUNISIPALE BESTUURDER**

DELIVERY AND INSTALLATION OF A COMPLETE GUIDERAIL SYSTEM FOR 6X SEWAGE PUMP STATIONS IN VELDDRIF Aard van kontrak: <u>kwotasie 8/2/26 - 2019 (MK80 - 2019) suppLy,</u>

Partye: A.R. JONES ENGINEERING (PTY) LTD

Bedrag toegeken: R135 102.00

Aanbeveling deur relevante Direkteur: Aanbeveting deur CFO: 2019 MAY 29 DATUM:

| TO ROLL           |
|-------------------|
|                   |
| The course of the |
| A KOL             |

### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period and specifications stipulated in bid number 8/2/26-2019 (MN80/2019) at the price/s quoted. indicated and calculated from the closing time of bid. ÷
- this part of following documents shall be deemed to form and be read and construed as agreement: The N
- Bidding documents, viz Ξ
  - Invitation to bid;
- Tax clearance certificate;
  - Pricing schedule(s);
- Technical Specification(s);
- for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011; Preference claims
  - - Declaration of interest;
- Declaration of bidder's past SCM practices,
- Certificate of Independent Bid Determination;
  - Special Conditions of Contract;
    - General Conditions of Contract; and
      - Other (specify)
- I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk. ŝ
- I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract. 4
- declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid. 5

FQ 8/2/26-2019 (MN80/2019)

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|                                | ANNEXE                                                                                                            | SATS 1286.2011                                 | 6.2011     |
|--------------------------------|-------------------------------------------------------------------------------------------------------------------|------------------------------------------------|------------|
|                                | Local content Declaration – Summary Schedule                                                                      | nmary Schedule                                 |            |
| (E1) Tender No.                | 8/2/26-2019 MN80-2019                                                                                             | NOTE: VAT to be excluded from all calculations | lculations |
| (E2 )Tender Description        | Supply, delivery and<br>installation of a complete<br>guiderail system for<br>sewage pump stations in<br>Velddrif |                                                |            |
| (E3) Designated product(s)     | -                                                                                                                 |                                                |            |
| (E4) Tender Authority          |                                                                                                                   | 1                                              |            |
| (E5) Tendering Entity's Name   |                                                                                                                   | 1                                              |            |
|                                | 1 OCAL PRODICTS (Goods Services and Works)                                                                        | es and Works)                                  |            |
| Description of items purchased | Irchaed   1 real                                                                                                  | l ocal sumilare Valua                          |            |
|                                |                                                                                                                   |                                                |            |
|                                |                                                                                                                   |                                                |            |
|                                |                                                                                                                   |                                                |            |
|                                | (E9) Total local products (Goods, service and works)                                                              | s, service and works)                          |            |
|                                | (E10) Manpower costs (Tentierer's own manpower cost)                                                              | s own manpower cost)                           |            |
| (E11) Factory overheads (Rent  | (E11) Factory overheads (Rental, depreciation & amortization, utility costs, consumables, etc.)                   | sts. consumables, etc.)                        |            |
| (E12) Administration overhead  | (E12) Administration overheads and mark-up (Marketing, insurance, financing interest, etc.)                       | inancing interest, etc.)                       |            |
|                                | (E1:                                                                                                              | (E13) Total local content                      |            |
|                                |                                                                                                                   | This total must correspond with Annex C - C24  | C- C24     |

-

SIGNATURE OF TENDERER AS PER LOCAL CONTENT DECLARATION

DATE

:

DATE: 24 Wayzors Jos ..... , LLY WITNESSES N -I confirm that I am duly authorised to sign this contract. Hature CT01 20 Ó ..... ..... NAME OF FIRM NAME (PRINT) SIGNATURE CAPACITY DATE

. Ö FQ 8/2/26-2019 (MN80/2019)

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BIDDER INITIAL:...

|     |                                | LITY) MBD 7.1                                                                                  | וו אין    |                                                        | ce with the terms and<br>e accompanied by the                                                                                                                                                        | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) | Steel Products 100%                                                                                                         |                    |                                                |                |                                                                                                                                                                                                                       |                 |
|-----|--------------------------------|------------------------------------------------------------------------------------------------|-----------------------------------------------|--------------------------------------------------------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------|--------------------|------------------------------------------------|----------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
|     | <b>CIPALITY</b>                | CONTRACT FORM - PURCHASE OF GOODS/WORKS<br>PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY) | ו און אין אין אין אין אין אין אין אין אין אי  | oming.                                                 | I undertake to make payment for the goods/works delivered in accordance with the terms conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by delivery note. | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION                                   | LEVEL                                                                                                                       | 2                  | 610                                            | MITNESSES      | 1. M. Jes.<br>2. M. Jes.<br>DATE Let May 2 24                                                                                                                                                                         | BIDDER INITIAL: |
|     | ER MUNI                        | IRCHASE C                                                                                      | 1pacity as<br>12/26-2019 (I<br>r and/or furth | ions is forthc                                         | ods/works c<br>y) days afte                                                                                                                                                                          | DELIVERY<br>PERIOD                                                             | 3 neeks                                                                                                                     | his contract.      | Kt ley                                         |                | A - 2                                                                                                                                                                                                                 | BI              |
|     | <b>BERGRIVIER MUNICIPALITY</b> | CT FORM - PU<br>PART 2 (TO BE                                                                  | erence number 8<br>scated hereunder           | order indicating delivery instructions is forthcoming. | ment for the go<br>, within 30 (thirt                                                                                                                                                                | BRAND                                                                          | As per<br>attached<br>specifications                                                                                        | thorized to sign t | Jew Je                                         | d l            | orry) LTD<br>angebaan 7357<br>m<br>3/07                                                                                                                                                                               |                 |
|     |                                | CONTRA                                                                                         | burbid under refe                             | I order indicating                                     | ake to make pay<br>s of the contract<br>note.                                                                                                                                                        | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)                                 | R<br>1609 639,26                                                                                                            | hat I am duly au   | PIKETBERG                                      |                | AR JONES ENGINEERING (PTY) LTD<br>AR JONES ENGINEERING (PTY) LTD<br>29 Bogey Boulevard, Country Club, Langebaan 7357<br>(2) Info@antonioenergy.com<br>082 567 2213<br>VAT No: 4880279072<br>Co Reg No: 2016/132393/07 | 9 (MN80/2019)   |
| *** | K                              |                                                                                                | 1. I. accept ye supply of                     | 2. An official                                         | <ol> <li>I undertake t<br/>conditions of<br/>delivery note.</li> </ol>                                                                                                                               | ITEM<br>NO.                                                                    | Quotation<br>8/2/26-2019<br>MN80-2019<br>Supply,<br>delivery &<br>installation of<br>a complete<br>guiderail<br>system - VD | 4. I confirm       | SIGNED AT .A.!.<br>NAME (PRINT)<br>SIGNATI IDE | OFFICIAL STAMP | 29 Bogey Bouk                                                                                                                                                                                                         | FQ 8/2/26-2019  |
|     |                                |                                                                                                |                                               |                                                        |                                                                                                                                                                                                      |                                                                                |                                                                                                                             |                    |                                                |                |                                                                                                                                                                                                                       |                 |

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### THE NATIONAL TREASURY

### Republic of South Africa



### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

JULY 2010

THE NATIONAL TREASURY: Republic of South Africa

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT** 

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## General Conditions of Contract

### 1. Definitions

- The following terms must be interpreted as indicated ÷
- "Closing time" means the date and hour specified in the bidding documents for the receipt of bids. Ē
- the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices "Contract" means the written agreement entered into between thereto and all documents incorporated by reference therein. 1,2
- "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.3
- soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. "Corrupt practice" means the offering, giving, receiving, or 4
- Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- Ø processing or substantial and major assembly of components, substantially different in basic characteristics or in purpose or supplied. Goods are produced when, through manufacturing, "Country of origin" means the place where the goods were mined, grown or produced or from which the services are commercially recognized new product results that is utility from its components. 1.0
- "Day" means calendar day.
- "Delivery" means delivery in compliance of the conditions of the contract or order. 1.8
- "Delivery ex stock" means immediate delivery directly from stock actually on hand. 1.9
- and unloaded in the specified store or depot or on the specified "Delivery into consignees store or to his site" means delivered 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 1.10

# **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

- 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 "Dumping" occurs when a private enterprise abroad market its industries in the RSA 1.11
- and "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence 1.12

FQ 8/2/26-2019 (MN80/2019)

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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.

- levels and to deprive the bidder of the benefits of free and open order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive "Fraudulent practice" means a misrepresentation of facts in designed to establish bid prices at artificial non-competitive practice among bidders (prior to or after bid submission) competition. 1.13
- 1.14 "GCC" means the General Conditions of Contract.
- materials that the supplier is required to supply to the purchaser "Goods" means all of the equipment, machinery, and/or other under the contract. 1.15
- represented by the cost of components, parts or materials which landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as have been or are still to be imported (whether by the supplier or abroad, plus freight and other direct importation costs such as his subcontractors) and which costs are inclusive of the costs "Imported content" means that portion of the bidding price transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured 1.16
- "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place. 1.17
- using labour, materials, components and machinery and includes "Manufacture" means the production of products in a factory other related value-adding activities 1.18
- "Order" means an official written order issued for the supply of goods or works or the rendering of a service. 1.19

## THE NATIONAL TREASURY: Republic of South Africa

- "Project site," where applicable, means the place indicated in bidding documents. 1.20
- "Purchaser" means the organization purchasing the goods. 1.21
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other 1.24

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| "Supplier" means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.                                                                                                                                                                                                                                               |
|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                                                                                                                                                                                                                                                                                                                                                 |
| "Turnkey" means a procurement process where one service<br>provider assumes total responsibility for all aspects of the project<br>and delivers the full end product / service required by the contract.                                                                                                                                                                                        |
| "Written" or "in writing" means hand-written in ink or any form of<br>electronic or mechanical writing.                                                                                                                                                                                                                                                                                         |
| These general conditions are applicable to all bids, contracts<br>and orders including bids for functional and professional<br>services (excluding professional services related to the building<br>and construction industry), safes, hiring, letting and the granting or<br>acquiring of rights, but excluding immovable property, unless<br>otherwise indicated in the bidding documents.    |
| Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.                                                                                                                                                                                                                                                                                 |
| Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.                                                                                                                                                                                                                                                                     |
| THE NATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                 |
| Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                  |
| Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.                                                                                                                                                                                                                                                                    |
| The goods supplied must conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                         |
| The supplier must not, without the purchaser's prior written<br>consent, disciose the contract, or any provision thereof, or any<br>specification, plan, drawing, pattern, sample, or information<br>furnished by or on behalf of the purchaser in connection<br>therewith, to any person other than a person employed by the<br>supplier in the performance of the contract. Disclosure to any |
| such employed person must be made in confidence and must<br>extend only so far as may be necessary for purposes of such<br>performance.                                                                                                                                                                                                                                                         |
| The supplier must not, without the purchaser's prior written                                                                                                                                                                                                                                                                                                                                    |
| ud s                                                                                                                                                                                                                                                                                                                                                                                            |

consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- clause 5.1 must remain the property of the purchaser and must be Any document, other than the contract itself mentioned in GCC supplier's performance under the contract if so required by the returned (all copies) to the purchaser on completion of the purchaser. 5.3
- them audited by auditors appointed by the purchaser, if so required The supplier must permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have by the purchaser. 5.4
- The supplier must 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. 6.1 6. Patent Rights
- municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in When a supplier developed documentation / projects for the the municipality / municipal entity. 6.2

## THE NATIONAL TREASURY: Republic of South Africa

- award, the successful bidder must furnish to the purchaser the Within thirty (30) days of receipt of the notification of contract performance security of the amount specified in SCC. 7.1 7. Performance Security
- supplier's failure to complete his obligations under the contract. The proceeds of the performance security must be payable to the purchaser as compensation for any loss resulting from the 7.2
- The performance security must be denominated in the currency of a bank guarantee or an irrevocable letter of credit issued the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms: <u>a</u> с, М
  - by a reputable bank located in the purchaser's country or provided in the bidding documents or another form abroad, acceptable to the purchaser, in the form acceptable to the purchaser; or a cashier's or certified cheque. <u>a</u>
    - 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. 4
      - All pre-bidding testing will be for the account of the bidder. ŝ 8. Inspections,

tests and analyses

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

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- the contract period it is decided that inspections must be carried arrangements, including payment arrangements with the testing If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during out, the purchaser must itself make the necessary authority concerned. 8.3
- 3 and 8.3 show the goods to be in accordance with the contract If the inspections, tests and analyses referred to in clauses 8. requirements, the cost of the inspections, tests and analyses must be defrayed by the purchaser. **%**
- whether such goods or services are accepted or not, the cost in Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of connection with these inspections, tests or analyses must be defrayed by the supplier. 8.5

## THE NATIONAL TREASURY: Republic of South Africa

- 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. 8.6
- 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 must be held at the cost and risk of the supplier who must, when called upon, purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be requirements of the contract. Failing such removal the rejected goods must be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the necessary at the expense of the supplier. 8.7
- The provisions of clauses 8.4 to 8.7 must 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. 8.8

9. Packing

required to prevent their damage or deterioration during transit to must be sufficient to withstand, without limitation, rough handling precipitation during transit, and open storage. Packing, case size their final destination, as indicated in the contract. The packing during transit and exposure to extreme temperatures, salt and The supplier must provide such packing of the goods as is <u>9</u>.1

weights must take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

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| 10. Delivery and<br>Documents | 10.1         | Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 11. Insurance                 | 11.1         | The goods supplied under the contract must 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                               |              | THE NATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 12. Transportation 12.1       | 12.1         | Should a price other than an all-inclusive delivered price be required, this must be specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 13. Incidental<br>Services    | <b>1</b> 3.1 | The supplier may be required to provide any or all of the following services, including additional services, if any:<br>following services, including additional services, if any:<br>(a) performance or supervision of on-site assembly and/or<br>commissioning of the supplied goods;<br>(b) furnishing of tools required for assembly and/or<br>maintenance of the supplied goods;<br>(c) furnishing of a detailed operations and maintenance<br>manual for each appropriate unit of the supplied goods;<br>performance or supervision or maintenance and/or<br>repair of the supplied goods, for a period of time<br>agreed by the parties, provided that this service must<br>not relieve the supplier of any warranty obligations<br>under this contract; and<br>(e) training of the purchaser's personnel, at the supplier's<br>plant and/or on-site, in assembly, start-up, operation,<br>maintenance, and/or repair of the supplied goods. |
|                               | 13.2         | Prices charged by the supplier for incidental services, if not<br>included in the contract price for the goods, must be agreed<br>upon in advance by the parties and must not exceed the<br>prevailing rates charged to other parties by the supplier for<br>similar services.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 14. Spare parts               | 14.1         | As specified, the supplier may be required to provide any or all of<br>the following materials, notifications, and information pertaining<br>to spare parts manufactured or distributed by the supplier:<br>(a) such spare parts as the purchaser may elect to purchase<br>from the supplier, provided that this election must not relieve<br>the supplier of any warranty obligations under the contract;<br>and;                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
|                               |              | <ul> <li>(b) in the event of termination of production of the spare parts:</li> <li>(i) advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| THE NATIONAL TREASI           | URY: R       | TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| FQ 8/2/26-2019 (MN80/2019)    | 480/20       | 19) BIDDER INITIAL: A Page 40                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |

contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and Ъ omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of contract must have no defect, arising from design, materials, required by the purchaser's specifications) or from any act or supplier further warrants that all goods supplied under this workmanship (except when the design and/or material is The supplier warrants that the goods supplied under the materials unless provided otherwise in the contract. The final destination. 15.1

15. Warranty

- delivered to and accepted at the final destination indicated in the This warranty must remain valid for twelve (12) months after the contract, or for eighteen (18) months after the date of shipment whichever period concludes earlier, unless specified otherwise. goods, or any portion thereof as the case may be, have been from the port or place of loading in the source country. 15.2
- The purchaser must promptly notify the supplier in writing of any claims arising under this warranty. 15.3
- Upon receipt of such notice, the supplier must, within the period defective goods or parts thereof, without costs to the purchaser. specified and with all reasonable speed, repair or replace the 15.4
- other rights which the purchaser may have against the supplier proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any defect(s) within the period specified, the purchaser may If the supplier, having been notified, fails to remedy the under the contract. 15.5
- The method and conditions of payment to be made to the supplier under this contract must be specified. 16.1 16. Payment
- accompanied by a copy of the delivery note and upon fulfilment The supplier must furnish the purchaser with an invoice of other obligations stipulated in the contract. 16.2
- case later than thirty (30) days after submission of an invoice or Payments must be made promptly by the purchaser, but in no claim by the supplier. 16.3
- Payment will be made in Rand unless otherwise stipulated. 16.4

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Prices charged by the supplier for goods delivered and services quoted by the supplier in his bid, with the exception of any price adjustments authorized or in the purchaser's request for bid performed under the contract must not vary from the prices validity extension, as the case may be. 17.1 17. Prices

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| 18. Variation<br>Orders<br>19. Assignment      | 18.1        | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of<br>measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price.<br>The supplier must not assign, in whole or in part, its obligations to<br>perform under the contract, except with the purchaser's prior<br>written consent.                                                            |
|------------------------------------------------|-------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 20. Subcontracts                               | 20.1        | The supplier must notify the purchaser in writing of all<br>subcontracts awarded under this contracts if not already<br>specified in the bid. Such notification, in the original bid or later,<br>must not relieve the supplier from any liability or obligation under<br>the contract.                                                                                                                                                                                                                                                                                                                                                                        |
| 21. Delays in the<br>supplier's<br>performance | 21.1        | Delivery of the goods and performance of services must be<br>made by the supplier in accordance with the time schedule<br>prescribed by the purchaser in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
|                                                | 21.2        | If at any time during performance of the contract, the supplier or its<br>subcontractor(s) should encounter conditions impeding timely<br>delivery of the goods and performance of services, the supplier<br>must promptly notify the purchaser in writing of the fact of the<br>delay, its likely duration and its cause(s). As soon as practicable<br>after receipt of the supplier's notice, the purchaser must evaluate<br>the situation and may at his discretion extend the supplier's time<br>for performance, with or without the imposition of penalties, in<br>which case the extension must be ratified by the parties by<br>amendment of contract. |
|                                                | 21.3        | The right is reserved to procure outside of the contract small<br>quantities or to have minor essential services executed if an<br>emergency arises, the supplier's point of supply is not situated at<br>or near the place where the goods are required, or the<br>supplier's services are not readily available.                                                                                                                                                                                                                                                                                                                                             |
|                                                |             | <b>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| THE NATIONAL T                                 | REASU       | TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                | 21.4        | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its defivery obligations must 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 must, 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                                                                                                                                                                                                                                                                              |
| FQ 8/2/26-2019 (N                              | (MNB0/2019) | 119) BIDDER INITIAL: A Page 42                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entited to claim damages from the supplier.

- Subject to GCC Clause 25, if the supplier fails to deliver any or all specified in the contract, the purchaser must, without prejudice to until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. current prime interest rate calculated for each day of the delay contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the of the goods or to perform the services within the period(s) its other remedies under the contract, deduct from the 22.1 23. Termination 22. Penalties
  - The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may (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 terminate this contract in whole or in part: 23.1

for default

- if the supplier fails to perform any other obligation(s) under the contract; or GCC Clause 21.2; Ð
- if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract. <u></u>
  - In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such similar to those undelivered, and the supplier must be liable to manner, as it deems appropriate, goods, works or services the purchaser for any excess costs for such similar goods, performance of the contract to the extent not terminated works or services. However, the supplier must continue 23.2

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- supplier by prohibiting such supplier from doing business with the Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the public sector for a period not exceeding 10 years. 23.3
- person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons supplier fail to respond within the stipulated fourteen (14) days the why the envisaged restriction should not be imposed. Should the If a purchaser intends imposing a restriction on a supplier or any purchaser may regard the supplier as having no objection and proceed with the restriction. 23.4
- enterprise or any partner, manager, director or other person who Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other wholly or partly exercises or exercised or may exercise control 23.5

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Page 43 **BIDDER INITIAL:** 

Page 44 **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT** person will be prohibited from doing business with the public sector person's name be endorsed on the Register for Tender Defaulters. longer required or any such anti-dumping or countervailing right is the public. The Register can be perused on the National Treasury When, after the date of bid, provisional payments are required, or database of suppliers or persons prohibited from doing business If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt regard to goods or services which he delivered or rendered, or is When a person's name has been endorsed on the Register, the for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of According to section 32 of the Act the Register must be open to working days of such imposition, furnish the National Treasury, with the following information: (i) the name and address of the supplier and / or person abolished, or where the amount of such provisional payment or Activities Act, No. 12 of 2004, the court may also rule that such any such right is reduced, any such favourable difference must Notwithstanding the provisions of GCC Clauses 22 and 23, the These details will be loaded in the National Treasury's central moneys (if any) which may otherwise be due to the supplier in required or imposed, or for the amount of any such increase. restriction and each case will be dealt with on its own merits. countervaliing right is increased in respect of any dumped or When, after the said date, such a provisional payment is no purchaser or the purchaser may deduct such amounts from subsidized import, the State is not liable for any amount so supplier must not be liable for forfeiture of its performance anti-dumping or countervailing duties are imposed, or the to deliver or render in terms of the contract or any other contract or any other amount which may be due to him. **BIDDER INITIAL:..** the date of commencement of the restriction amount of a provisional payment or anti-dumping or on demand be paid forthwith by the supplier to the the reasons for the restriction. the period of restriction; and restricted by the purchaser; with the public sector. THE NATIONAL TREASURY: Republic of South Africa vebsite FQ 8/2/26-2019 (MN80/2019) Ē 2 Ξ 23.7 24,1 25.1 duties and rights 24. Antidumping countervailing 25. Force Majeure and

over the enterprise of the first-mentioned person, and with which

enterprise or person the first-mentioned person, is or was in the

opinion of the purchaser actively associated.

If a restriction is imposed, the purchaser must, within five (5)

23.6

| 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.                                                                                                                         |

- reasonable alternative means for performance not prevented by notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the If a force majeure situation arises, the supplier must promptly contract as far as is reasonably practical, and must seek all the force majeure event. 25.2
- 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 The purchaser may at any time terminate the contract by giving not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser. 26.1 26. Termination for insolvency
- arising out of the contract, the parties must make every effort to resolve amicably such dispute or difference by mutual between the purchaser and the supplier in connection with or If any dispute or difference of any kind whatsoever arises consultation. 27.1 27. Settlement of Disputes

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- 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 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either given to the other party. 27.2
- Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.3
- Notwithstanding any reference to mediation and/or court proceedings herein, 27.4
- obligations under the contract unless they otherwise agree; the parties must continue to perform their respective and a)
- the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract. e
- Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; 28.1 28. Limitation of Liability
- contract, tort, or otherwise, for any indirect or consequential the supplier must not be liable to the purchaser, whether in loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion must Ø

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not apply to any obligation of the supplier to pay penalties

and/or damages to the purchaser; and

- exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective whether under the contract, in tort or otherwise, must not the aggregate liability of the supplier to the purchaser, equipment. e
- The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English. 29.1 Governing Language 29.
- The contract must be interpreted in accordance with South African laws, unless otherwise specified. 30.1 30. Applicable Law
- Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice. 31.1 **31. Notices**

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| 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice. | <ul> <li>32.1 A foreign supplier must be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</li> <li>32.2 A local supplier must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to</li> </ul> | The purchaser.<br>32.3 No contract must be concluded with any bidder whose tax matters<br>are not in order. Prior to the award of a bid SARS must have<br>certified that the tax matters of the preferred bidder are in order.<br>32.4 No contract must be concluded with any bidder whose municipal<br>prise and taxes and municipal conduct of bidder or in province. | 33.1 The contractor must not abandon, transfer, cede assign or sublet<br>a contract or part thereof without the written permission of the<br>purchaser | 34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must 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 must be in writing, must also be in writing. | 35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89<br>1998, as amended, an agreement between, or concerted practice<br>By, firms, or a decision by an association of firms, is prohibited if it |
|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <sup>()</sup>                                                                                                                                                                  | 32. Taxes and<br>Duties                                                                                                                                                                                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                         | 33. Transfer of<br>Contracts                                                                                                                           | 34. Amendment<br>of contracts                                                                                                                                                                                                                                                                                                                                       | 35. Prohibition of 3<br>Restrictive practices                                                                                                                                                                       |

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Is between parties in a horizontal relationship and if a bidder(s) is / Are or a contractor(s) was / were involved in collusive bidding.

- 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. 35.2
- 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 contractors(s) concerned. If a bidder(s) or contractor(s) has / have been found guilty by the above, the purchaser may, in addition and without prejudice to Competition Commission of the restrictive practice referred to any other remedy provided for, invalidate the bid(s) for such 35.3

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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | 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<br>management system of the municipality or municipal entity or has committed any improper<br>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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |     | This Municipal the the massures accounting the tween, in a horiz prohibition Municipal accounting a section 4 but in a horiz prohibition bids are conclusted to the tween the quality of good g 8/2/26-2019 | MBDs<br>DERGRIVIER MUNICIPALITY<br>MBDs<br>CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION<br>(MD) (III) of the Competition Act No. 80 of 1980, as amended, prohibits an agreement<br>pipel Bidding Document (MBD) must form part of all bids' invited.<br>(1) (b) (III) of the Competition Act No. 80 of 1980, as a mended, prohibits an agreement<br>arconceller part (armott be instituted and et any grounds.<br>To conclude the activation and (1) prescribes that a supply chain<br>magement system, and must enable the<br>officer, among others, (b)<br>e all reasonable steps to prevent such abuse.<br>Contradion of any bidder if that bidder or any of its directors has abused the supply chain<br>magement system, and<br>angement system, and<br>angement system, and must enable the<br>officer, among others, (b)<br>e all reasonable steps to prevent any form of bid-rigging.<br>To contradion to any bidder if that bidder or any of the directors has abused the supply chain<br>magement system, and<br>angement system, and<br>and any instribution to a presson if the person committed any corrupt or fraudulent act<br>ing the bidding process or the execution of the contract.<br>Eacross as a conflicted of declaration that would be used by institutions to ensure that when<br>maticeled, reasonable steps are taken to prevent any form of bid-rigging.<br>I give effect to the above, the attached Conflicted of Bid Determination (MBD 9) must be<br>and submitted with the bid.<br>I give effect to the above, how and others and proposals.<br>I give effect to the above, how and others and proposals.<br>I sto ensure the supply other and and and and and and consolates and |
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|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | This Municipa<br>Section 4 (1<br>between, or o<br>in a horizont<br>prohibition m<br>Municipal S<br>measures for<br>accounting of                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                | <b>CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION</b><br>This Municipal Bidding Document (MBD) must form part of all bids' invited.<br>Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agribetween, or concerted practice by, firms, or a decision by an association of firms, if it is between in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive biddin prohibition meaning that it cannot be justified under any grounds.<br>Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must measures for the combating of abuse of the supply chain management system, and must ena accounting officer, among others, to: | CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION         This Municipal Bidding Document (MBD) must form part of all bids¹ invited.         This Municipal Bidding Document (MBD) must form part of all bids¹ invited.         Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agree between, or concerted practice by, firms, or a decision by an association of firms, if it is between in a horizontal relationship and if it involves collusive bidding (or bid rigging). <sup>2</sup> Collusive bidding prohibition meaning that it cannot be justified under any grounds.         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This MBD serves as a certificate of declaration that would be used by institutions to ensure that bids are considered, reasonable steps are taken to prevent any form of bid-rigging.</li> </ul> | <ul> <li>CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION</li> <li>This Municipal Bidding Document (MBD) must form part of all bids' invited.</li> <li>Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agri between, or concerted practice by, firms, or a decision by an association of firms, if it is between in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive biddin prohibition meaning that it cannot be justified under any grounds.</li> <li>Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must measures for the combating of abuse of the supply chain management system, and must ena accounting officer, among others, to:</li> <li>a. take all reasonable steps to prevent such abuse;</li> <li>b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipal entity or has committed any impropencould in relation to such system; and</li> <li>c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent a during the bidding process or the execution of the contract.</li> <li>This MBD serves as a certificate of declaration that would be used by institutions to ensure that bids are considered, reasonable steps are taken to prevent any form of bid-rigging.</li> </ul> | <ul> <li>CERTIFICATE OF INDEPENDENT PROPOSAL DETERMINATION</li> <li>This Municipal Bidding Document (MBD) must form part of all bids' invited.</li> <li>Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement or connected practice by, firms, or a decision by an association of firms, if it is between in a horizontal relationship and if it involves collusive bidding (or bid rigging)? 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Page 48 PQ 8/2/26-2019 (MN80/2019)                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | <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 <i>I</i> or services for purchasers who wish to acquire goods and <i>I</i> or services through a bidding process. 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Die MB sal GEEN kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

### OP LAS

## MUNISIPALE BESTUURDER

DELIVERY OF BERMAD PRESSURE REDUCING VALVE AND BERMAD STRAINER Aard van kontrak: <u>kwotasie 8/2/27 - 2019 (MK81 - 2019) suppLy and</u> (OR SIMILAR) FOR BERGRIVIER MUNICIPALITY IN PIKETBERG

Partye: TAKE NOTE TRADING 245 CC Va UNIVERSAL TRADING

Bedrag toegeken: R147 021.06

Aanbeveling deur relevante Direktøúr: //

Aanbeveling deur CFO:

Q

DATUM:

10 Junie 2019



### **BERGRIVIER MUNICIPALITY**

**MBD 7.1** 

# CONTRACT FORM - PURCHASE OF GOODS/WORKS

FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE CAN BE THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- Ň I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements offer/s remain binding upon me and open for acceptance by the purchaser during the validity period and specifications stipulated in bid number 8/2/27-2019 (MN81/2019) at the price/s quoted. indicated and calculated from the closing time of bid. ÷.
- The following documents shall be deemed to form and be read and construed as part of this agreement: N
- ViZ Bidding documents.

()

- Invitation to bid;
- Tax clearance certificate;
  - Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
  - Declaration of interest; 1
- Declaration of bidder's past SCM practices;
  - Certificate of Independent Bid Determination;
    - Special Conditions of Contract; General Conditions of Contract; and
      - Other (specify)
- and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) rate(s) and calculations will be at my own risk. ŝ
- 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. \_ 4
- any other person I declare that I have no participation in any collusive practices with any bidder or, regarding this or any other bid. S.

Page 29 BIDDER INITIAL:...

| contract                                                   | Andra C   |
|------------------------------------------------------------|-----------|
| this                                                       | A         |
| o sign                                                     |           |
| ed to                                                      | å         |
| I confirm that I am duly authorised to sign this contract. | Acut Racu |
| duly                                                       |           |
| am                                                         |           |
| that I                                                     |           |
| I confirm                                                  |           |
| 6.                                                         |           |

 ${\rm deg}$ 

| NAME (PRINT) | ASHYEN BALIL ADAMS                               |                 |
|--------------|--------------------------------------------------|-----------------|
| CAPACITY     | N FURTR                                          | WITNESSES       |
| SIGNATURE    | flaw                                             | 29              |
| NAME OF FIRM | TAKE NOTE PRADING 241CC ELC<br>UNIVERIAL TRADING | 2.              |
| DATE         | 23. 05.2017                                      | DATE 23.05.2017 |

BIDDER INITIAL:
| CONTRACT FORM - PURCHASE OF GOODSWORKS<br>PART / TO BE FLIED IN INF BERGINVER MUNICIPALTY<br>PART / TO BE FLIED IN INF BERGINVER MUNICIPALTY<br>PART / TO BE FLIED IN INF BERGINVER MUNICIPALTY<br>PART / TO BE FLIED INF PERGINAL MUNICIPALTY<br>accept your hild under reference mumber 18227-2019 (IMM81/2019) dated / D. JANC, CLAF on the<br>supply of goodsworks indicated hereunder and/or further specified in the annexurels).<br>An official order indicating delivery instructors is contraming<br>development.<br>THEM<br>PRICE (ALL<br>PRICE (ALL<br>PRICE (ALL<br>PRICE)<br>CONTRIBUTION<br>MUNIUM<br>OUNTRIAL<br>MUNIUM<br>OUNTRIAL<br>CONTRIBUTION<br>MUNIUM<br>OUNTRIAL<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>SUPPLY A CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRIBUTION<br>CONTRICT FRAME<br>CON LICE<br>CON LICE<br>CON LICE<br>CON LICE<br>CON LICE<br>CON |                                                                                                                                                                                            |                                                                   | <b>BERGRIVIER MUNICIPALITY</b>                              | R MUNICIE                       | ALITY                                        |                                                             |
|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------|-------------------------------------------------------------|---------------------------------|----------------------------------------------|-------------------------------------------------------------|
| Methods       in my capacity as.       Muthic Conditional States (10, 2005) dates (10, 2005)                                                                                                                                                                                                                                                                                                           |                                                                                                                                                                                            | CONTRAC                                                           | F FORM - PUR<br>PART 2 (TO BE F                             | CHASE OF C                      | SOODS/WORKS<br>GRIVIER MUNICIPALIT           |                                                             |
| order indicating delivery instructions is forthcoming.<br>the to make payment for the goodsworks delivered in accordance a often contract, within 30 (thirty) days after receipt of an invoice a often contract. Within 30 (thirty) days after receipt of an invoice a difference of the contract.<br>PRICE (ALL BRAND RELIVERY STATUS LEVEL I APPLICABLE BRAND RIVETCOBED) As per TAXE BERIOD CONTRIBUTION RIVETCOED As per attached attached specifications the legislative guidance giver.<br>PRICE ON 10 Autorized to sign this contract. A specifications the legislative guidance giver.<br>PIKETBERG. ON 10 Auve 2019 JUN 2019                                                                                                                                                                                                                                                  |                                                                                                                                                                                            | In bid under refere                                               | جریت اسار معان<br>nce number <b>8/2</b><br>ited hereunder a | acity as                        | 1/2019) dated 1.0.                           | Achar<br>Suine 70<br>Te(s).                                 |
| et to make payment for the goods/works delivered in accordance a ote         e of the contract, within 30 (thirty) days after receipt of an invoice a ote         PRICE (ALL BRAND         PRICE (ALL BRAND         RPPLICABLE         APPLICABLE         RPPLICABLE         APPLICABLE         RPLICABLE         APPLICABLE         RPLICABLE         APPLICABLE         APPLICABLE         RAND         PELIVERY         RAND         PERIOD         NGLUDED)         RV4T 621.05         As per<br>INCLUDED)         As per<br>INCLUDED)         As per<br>INCLUDED)         RV4T 621.05         As per<br>INCLUDED)         BERGENCINC         Introduct         Introduct         Inta duly authorizing this contract. <td></td> <td>order indicating de</td> <td>elivery instructior</td> <td>rs is forthcomir</td> <td>Ď</td> <td></td>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |                                                                                                                                                                                            | order indicating de                                               | elivery instructior                                         | rs is forthcomir                | Ď                                            |                                                             |
| PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)       BRAND<br>TAXES<br>INCLUDED)       DELIVERY<br>AS PERIOD<br>AS PERIOD<br>AS PERIOD       B-BBEE<br>OF<br>CONTRIBUTION         R \u00e47 621.0L       As per<br>attached<br>specifications       LEVEL 1         R \u00e47 621.0L       As per<br>attached<br>specifications       LEVEL 1         R \u00e47 621.0L       As per<br>attached<br>specifications       LEVEL 1         As per<br>specifications       As per<br>attached<br>specifications       LEVEL 1         As to attached<br>stre legislative guidance giver.       LEVEL 1       LEVEL 1         Mat authorizing this contract that the GCC (which is part of this docume<br>s the legislative guidance giver.       Mutuo11       Lune 2010         PIKETBERG       ON       LO       Aune 2010       Lune 2010         Mutuo11       10 JUN 2019       2.       Lune 2010         BERGRIVIER       2.       CATINCI NUMULIAN       Lune 2010                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                            | e to make payme<br>of the contract, v<br>ste.                     | ent for the good<br>vithin 30 (thirty)                      | ds/works deliv<br>days after re | ered in accordance<br>ceipt of an invoice    | with the terms and<br>accompanied by the                    |
| RN47 021. 04 As per<br>attached<br>specifications<br>lattached<br>specifications<br>hat a unborized to sign this contract.<br>hat a unborizing this contract that the GCC (which is part of this documen<br>that authorizing this contract.<br>Muta Ko TZGE (ACTINICI NUMICINAL NUMINI<br>NULLING 10 JUN 2019<br>BERGRIVIER<br>10 JUN 2019<br>DATE 10. Oune Zol9<br>DATE 10. Oune Zol9                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 | ITEM<br>NO.                                                                                                                                                                                | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)                    | BRAND                                                       | DELIVERY                        | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT |
| <ul> <li>4. Iconfirm that I am duly authorized to sign this contract.</li> <li>5. Iconfirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.</li> <li>5. SIGNED AT</li></ul>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     | Quotation 8/2/27-<br>2019<br>MN81-2019<br>Supply & Delivery<br>of bermad pressure<br>reducing valve &<br>Bermad strainer (or<br>similar) for<br>Bergrivier<br>Municipality in<br>Piketberg | R147021.06                                                        | As per<br>attached<br>specifications                        |                                 | LEVEL 1                                      | Valve Products 70%                                          |
| JULA KOTZGE<br>JULA KOTZGE<br>MURUNUMUU<br>I DJUN 2019<br>MUNICHALITYIMUMSIPALITEIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |                                                                                                                                                                                            | at I am duly autho<br>lat authorizing this<br>the legislative gui | rized to sign this<br>contract that th<br>dance giver.      | s contract.<br>e GCC (which     | is part of this docum                        | ent) is activated and                                       |
| MUTUOLIALE<br>BERGRIVIER<br>10 JUN 2019<br>MUNICIPALITYIMUMISIPALITEIT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                                                                                                                                                                                            | PIKETBERG                                                         | No. 10 A                                                    | PIOL JUL                        |                                              | (0,000)                                                     |
| BERGRIVIER<br>10 JUN 2019<br>2                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         | NAME (PRINT)                                                                                                                                                                               | M June                                                            |                                                             |                                 | aviuted run                                  | Cashwi                                                      |
| DATE 10. Ume                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | OFFICIAL STAMP                                                                                                                                                                             | )                                                                 | IRIVIER<br>UN 2019                                          | WITNE                           | SSES /                                       |                                                             |
|                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |                                                                                                                                                                                            |                                                                   |                                                             | DATE                            | June                                         | 0                                                           |

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/28 - 2019 (MK88 - 2019) SUPPLY AND</u> DELIVERY OF SOFTWARE TOOLS

Partye: MINDSPRING COMPUTING CC

Bedrag toegeken: R48 454.19

Aanbeveling deur relevante Direkteur:

Aanbeveling deur CFO:

DATUM:

03 JUNE 2019

1



## **BERGRIVIER MUNICIPALITY**

MBD 7.1

### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD, BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/28-2019 (MN88/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid: that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

FQ 8/2/28-2019 (MN88/2019)

BIDDER INITIAL: Page 17

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

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| NAME (PRINT) | MEGAN DELCARNIE      |                   |
|--------------|----------------------|-------------------|
| CAPACITY     | ACCOUNT MANAGER      | WITNESSES         |
| SIGNATURE    | netet                | 1 ter             |
| NAME OF FIRM | MINDSPRING COMPUTING |                   |
| DATE         | 27 MAY 2019          | DATE: 27 MAY 2019 |

FQ 8/2/28-2019 (MN88/2019)

BIDDER INITIAL: ALD Page 18

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## **BERGRIVIER MUNICIPALITY**

MBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. I thanke under in my capacity as Municipal Monager accept your bid under reference number 8/2/28-2019 (MN88/2019) dated U June VII for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                           | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) |
|---------------------------------------------------------------------------------------|------------------------------------------------|--------------------------------------|--------------------|----------------------------------------------|--------------------------------------------------------------------------------|
| Quotation<br>8/2/28-2019<br>MN88-2019<br>Supply &<br>Delivery of<br>Software<br>Tools | R48 454.18                                     | As per<br>attached<br>specifications | Firm               | LEVEL 1                                      | N/A                                                                            |

- 4. I confirm that I am duly authorized to sign this contract.
- 5. I confirm that authorizing this contract that the GCC (which is part of this document) is activated and deemed as the legislative guidance giver.

| SIGNED AT      | PIKETBERGON                                               | June 2019                     |
|----------------|-----------------------------------------------------------|-------------------------------|
| NAME (PRINT)   | HANLIE LINDE                                              |                               |
| SIGNATURE      | And                                                       |                               |
| OFFICIAL STAMP | BERGRIVIER<br>0 4 JUN 2019<br>MUNICIPALITY/MUNISIPALITEIT | WITNESSES<br>1.<br>2.<br>DATE |

FQ 8/2/28-2019 (MN88/2019)

BIDDER INITIAL: Page 19



Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

## MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/3 - 2019 (MK11 - 2019) REPLACEMENT OF</u> <u>CUPBOARDS AT STYWELYNE & DWARSKERSBOS BEACH RESORTS IN</u> <u>VELDDRIF</u>

Partye: ZEEVAS CLEANING & SUPPLIES (PTY) LTD

Aanbeveling deur relevante Direkteur: 0.0 Aanbeveling deur CFO: DATUM:



## **BERGRIVIER MUNICIPALITY**

MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD.</u> BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/3-2019 (MN11/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
    - General Conditions of Contract; and
  - (iii) Other (specify)

(ii)

- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL: Page 37 

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

v

| NAME (PRINT) | SHRAH DIVIDS- Clot 70       |                  |
|--------------|-----------------------------|------------------|
| CAPACITY     | Diecke                      | WITNESSES        |
| SIGNATURE    | - de                        | 1 Interes        |
| NAME OF FIRM | ZEEVAS CLEHNIng AND Supplie | 2. <u>Mull</u>   |
| DATE         | 14.02.2019                  | DATE: 14.00.2019 |



## BERGRIVIER MUNICIPALITY

MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. Marius Wust in my capacity as Acting Municipal Manager accept your bid under reference number FQ 8/2/3-2019 MN11-2019 dated. Db May 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                                               | APPLI<br>TAX | E (ALL<br>CABLE<br>KES<br>JDED) | BRAND                                  | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL<br>PRODUCTION<br>AND CONTENT<br>(if applicable) |
|-----------------------------------------------------------------------------------------------------------|--------------|---------------------------------|----------------------------------------|--------------------|----------------------------------------------|-----------------------------------------------------------------------------------|
| Quotation<br>8/2/3-2019<br>MN11-2019<br>Replacement<br>of Cupboards<br>at Beach<br>Resorts in<br>Velddrif | r 134        | ¥ 95.00                         | As set out in<br>the<br>Specifications |                    | LEVEL 1                                      | N/A                                                                               |

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

| SIGNED ATPIK              | KETBERGOND6                                                | May 2019  |
|---------------------------|------------------------------------------------------------|-----------|
| NAME (PRINT)<br>SIGNATURE | MWAST                                                      | ,<br>,    |
| OFFICIAL STAMP            | BERGRIVIER<br>2019 -05- 0 6<br>MUNICIPALITY/MUNISIPALITEIT | WITNESSES |

FQ 8/2/3-2019 (MN11/2019)

BIDDER INITIAL:..... Page 39



## BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- I....in my capacity as.... accept your bid under reference number FQ 8/2/3-2019 MN11-2019 dated.....for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                                               | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND                                  | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL<br>PRODUCTION<br>AND CONTENT<br>(if applicable) |
|-----------------------------------------------------------------------------------------------------------|------------------------------------------------|----------------------------------------|--------------------|----------------------------------------------|-----------------------------------------------------------------------------------|
| Quotation<br>8/2/3-2019<br>MN11-2019<br>Replacement<br>of Cupboards<br>at Beach<br>Resorts in<br>Velddrif | r<br>134895,00°                                | As set out in<br>the<br>Specifications | 20<br>DAMS.        | LEVEL                                        | N/A                                                                               |

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

SIGNED AT PIKETBERG ON 14-02-2019 os- Clock M AH DAN NAME (PRINT) SIGNATURE OFFICIAL STAMP WITNESSES 1. 2.

FQ 8/2/3-2019 (MN11/2019)

BIDDER INITIAL: Page 39

## THE NATIONAL TREASURY

**Republic of South Africa** 



## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

BIDDER INITIAL: Page 42

FQ 8/2/3-2019 (MN11/2019)

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#### THE NATIONAL TREASURY: Republic of South Africa

#### TABLE OF CLAUSES

- 1. Definitions
- 2. Application
- 3. General

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- 4. Standards
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- 21. Delays in the supplier's performance
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- 23. Termination for default
- 24. Anti-dumping and countervailing duties and rights
- 25. Force Majeure
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- 31. Notices
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#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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## **General Conditions of Contract**

#### 1. Definitions

- tions 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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.

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- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.

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|                                           | 1.24  | "Services" means those functional services ancillary to the<br>supply of the goods, such as transportation and any other<br>incidental services, such as installation, commissioning, provision<br>of technical assistance, training, catering, gardening, security,<br>maintenance and other such obligations of the supplier covered<br>under the contract.                                |
|-------------------------------------------|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                           | 1.25  | "Supplier" means the successful bidder who is awarded the<br>contract to maintain and administer the required and specified<br>service(s) to the State.                                                                                                                                                                                                                                      |
|                                           | 1.26  | "Tort" means in breach of contract.                                                                                                                                                                                                                                                                                                                                                          |
|                                           | 1.27  | "Turnkey" means a procurement process where one service<br>provider assumes total responsibility for all aspects of the project<br>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 bids, contracts<br>and orders including bids for functional and professional<br>services (excluding professional services related to the building<br>and construction industry), sales, hiring, letting and the granting or<br>acquiring of rights, but excluding immovable property, unless<br>otherwise indicated in the bidding 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 must apply.                                                                                                                                                                                                                                                                  |
|                                           | THE N | ATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                   |
| 3. General                                | 3.1   | Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                               |
|                                           | 3.2   | invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.                                                                                                                                                                                                                                                                 |
| 4. Standards                              | 4.1   | The goods supplied must conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                      |
| 5. Use of<br>contract<br>documents<br>and | 5.1   | The supplier must not, without the purchaser's prior written<br>consent, disclose the contract, or any provision thereof, or any<br>specification, plan, drawing, pattern, sample, or information<br>furnished by or on behalf of the purchaser in connection                                                                                                                                |

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| information<br>inspection  |     | therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any                                                                                                                                                                                                                                                                                                                                                       |
|----------------------------|-----|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                            |     | such employed person must be made in confidence and must extend only so far as may be necessary for purposes of such performance.                                                                                                                                                                                                                                                                                                                                                 |
|                            | 5.2 | The supplier must 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 must remain the property of the purchaser and must 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 must 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 must 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.                                                                                                                                                                                                                                                 |
|                            |     | THE NATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 7. Performance<br>Security | 7.1 | Within thirty (30) days of receipt of the notification of contract award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.                                                                                                                                                                                                                                                                                            |
|                            | 7.2 | The proceeds of the performance security must 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 | <ul> <li>The performance security must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:</li> <li>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or</li> </ul> |
|                            | 7.4 | <ul> <li>(b) a cashier's or certified cheque.</li> <li>The performance security will be discharged by the purchaser<br/>and returned to the supplier not later than thirty (30) days</li> </ul>                                                                                                                                                                                                                                                                                   |

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following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified. All pre-bidding testing will be for the account of the bidder.

#### 8. Inspections, tests and analyses

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- 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must 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 bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must be defrayed by the supplier.

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- 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
    9.1 The supplier must provide such packing of the goods as is required to prevent their damage or deterioration during transit to

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9. Packing

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|                               |      | their final destination, as indicated in the contract. The packing<br>must be sufficient to withstand, without limitation, rough handling<br>during transit and exposure to extreme temperatures, salt and<br>precipitation during transit, and open storage. Packing, case size                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
|-------------------------------|------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                               |      | weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 10. Delivery and<br>Documents | 10.1 | Delivery of the goods and arrangements for shipping and clearance obligations, must be made by the supplier in accordance with the terms specified in the contract.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 11. Insurance                 | 11.1 | The goods supplied under the contract must 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
|                               |      | THE NATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 12. Transportation            | 12.1 | Should a price other than an all-inclusive delivered price be required, this must be specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |
| 13. Incidental<br>Services    | 13.1 | <ul> <li>The supplier may be required to provide any or all of the following services, including additional services, if any:</li> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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 must not relieve the supplier of any warranty obligations under this contract; and</li> <li>(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.</li> </ul> |
|                               | 13.2 | Prices charged by the supplier for incidental services, if not included in the contract price for the goods, must be agreed upon in advance by the parties and must 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                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
|                               |      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                  |

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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 must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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| 15. Warranty | <b>1</b> 5.1 | 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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|              | <b>1</b> 5.4 | Upon receipt of such notice, the supplier must, 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.                                                                                                                                                                                                                                                                                                                         |

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| 16. Payment                                    | 16. <b>1</b> | The method and conditions of payment to be made to the supplier under this contract must be specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|------------------------------------------------|--------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                | 16.2         | The supplier must 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 must 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
|                                                |              | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| THE NATIONAL TRE                               | ASURY:       | Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 17. Prices                                     | 17.1         | Prices charged by the supplier for goods delivered and services<br>performed under the contract must not vary from the prices<br>quoted by the supplier in his bid, with the exception of any price<br>adjustments authorized or in the purchaser's request for bid<br>validity extension, as the case may be.                                                                                                                                                                                                                                                        |
| 18. Variation<br>Orders                        | 18.1         | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of<br>measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price.                                                                                                                                 |
| 19. Assignment                                 | <b>19</b> .1 | The supplier must 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 must notify the purchaser in writing of all<br>subcontracts awarded under this contracts if not already<br>specified in the bid. Such notification, in the original bid or later,<br>must not relieve the supplier from any liability or obligation under<br>the contract.                                                                                                                                                                                                                                                                               |
| 21. Delays in the<br>supplier's<br>performance | 21.1         | Delivery of the goods and performance of services must 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<br>subcontractor(s) should encounter conditions impeding timely<br>delivery of the goods and performance of services, the supplier<br>must promptly notify the purchaser in writing of the fact of the<br>delay, its likely duration and its cause(s). As soon as practicable<br>after receipt of the supplier's notice, the purchaser must evaluate<br>the situation and may at his discretion extend the supplier's time<br>for performance, with or without the imposition of penalties, in |
|                                                |              | $\overline{c}$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |

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which case the extension must 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.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

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|                                | 21.4        | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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<br>goods contract, the purchaser must, without cancelling the<br>contract, be entitled to purchase goods of a similar quality and<br>up to the same quantity in substitution of the goods not supplied in<br>conformity with the contract and to return any goods<br>delivered later at the supplier's expense and risk, or to cancel<br>the contract and buy such goods as may be required to<br>complete the contract and without prejudice to his other rights,<br>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<br>of the goods or to perform the services within the period(s)<br>specified in the contract, the purchaser must, without prejudice to<br>its other remedies under the contract, deduct from the<br>contract price, as a penalty, a sum calculated on the delivered<br>price of the delayed goods or unperformed services using the<br>current prime interest rate calculated for each day of the delay<br>until actual delivery or performance. The purchaser may also<br>consider termination of the contract pursuant to GCC Clause 23.                                                             |
| 23. Termination<br>for default | 23.1        | <ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> |
|                                | <b>دي.د</b> | part, the purchaser may procure, upon such terms and in such                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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

GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

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| 24. Antidumping<br>and<br>countervailing<br>duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or<br>anti-dumping or countervailing duties are imposed, or the<br>amount of a provisional payment or anti-dumping or<br>countervailing right is increased in respect of any dumped or<br>subsidized import, the State is not liable for any amount so<br>required or imposed, or for the amount of any such increase.<br>When, after the said date, such a provisional payment is no<br>longer required or any such anti-dumping or countervailing right is<br>abolished, or where the amount of such provisional payment or<br>any such right is reduced, any such favourable difference must<br>on demand be paid forthwith by the supplier to the<br>purchaser or the purchaser may deduct such amounts from<br>moneys (if any) which may otherwise be due to the supplier in<br>regard to goods or services which he delivered or rendered, or is<br>to deliver or render in terms of the contract or any other<br>contract or any other amount which may be due to him. |
|---------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25. Force<br>Majeure                                          | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must 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. If a force majeure situation arises, the supplier must promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier must continue to perform its obligations under the contract as far as is reasonably practical, and must seek all reasonable alternative means for performance not prevented by the force majeure event.                                                                                                                                                                                                                                                                                   |
| 26. Termination<br>for insolvency                             | 26.1 | The purchaser may at any time terminate the contract by giving<br>written notice to the supplier if the supplier becomes bankrupt or<br>otherwise insolvent. In this event, termination will be without<br>compensation to the supplier, provided that such termination will<br>not prejudice or affect any right of action or remedy, which has<br>accrued or will accrue thereafter to the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 27. Settlement of<br>Disputes                                 | 27.1 | If any dispute or difference of any kind whatsoever arises<br>between the purchaser and the supplier in connection with or<br>arising out of the contract, the parties must make every effort to<br>resolve amicably such dispute or difference by mutual                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |

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#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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|      |                       | 27.2 | dispute<br>the pur<br>his inte<br>respect                                                                                                                                                                                                                                                                                                                                                                       | thirty (30) days, the parties have failed to resolve their<br>or difference by such mutual consultation, then either<br>chaser or the supplier may give notice to the other party of<br>ntion to commence with mediation. No mediation in<br>of this matter may be commenced unless such notice is<br>o the other party.                                                  |  |
|------|-----------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|
|      |                       | 27.3 |                                                                                                                                                                                                                                                                                                                                                                                                                 | it not be possible to settle a dispute by means of<br>on, it may be settled in a South African court of law.                                                                                                                                                                                                                                                              |  |
|      |                       | 27.4 | proceed                                                                                                                                                                                                                                                                                                                                                                                                         | standing any reference to mediation and/or court<br>dings herein,<br>the parties must continue to perform their respective<br>obligations under the contract unless they otherwise agree;<br>and                                                                                                                                                                          |  |
| 28   | Limitation of         | 28.1 | (b)<br>Except                                                                                                                                                                                                                                                                                                                                                                                                   | the purchaser must pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract. in cases of criminal negligence or wilful misconduct, and in                                                                                                                                                  |  |
| 2.0. | Liability             | 20.1 | •                                                                                                                                                                                                                                                                                                                                                                                                               | e of infringement pursuant to Clause 6;<br>the supplier must not be liable to the purchaser, whether in<br>contract, tort, or otherwise, for any indirect or consequential<br>loss or damage, loss of use, loss of production, or loss of<br>profits or interest costs, provided that this exclusion must<br>not apply to any obligation of the supplier to pay penalties |  |
|      |                       |      | (b)                                                                                                                                                                                                                                                                                                                                                                                                             | and/or damages to the purchaser; and<br>the aggregate liability of the supplier to the purchaser,<br>whether under the contract, in tort or otherwise, must not<br>exceed the total contract price, provided that this limitation<br>must not apply to the cost of repairing or replacing defective<br>equipment.                                                         |  |
| 29.  | Governing<br>Language | 29.1 | The contract must be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties must also be written in English.                                                                                                                                                                                                                                    |                                                                                                                                                                                                                                                                                                                                                                           |  |
| 30.  | Applicable<br>Law     | 30.1 | The contract must be interpreted in accordance with South African laws, unless otherwise specified.                                                                                                                                                                                                                                                                                                             |                                                                                                                                                                                                                                                                                                                                                                           |  |
| 31.  | Notices               | 31.1 | Every written acceptance of a bid must be posted to the supplier<br>concerned by registered or certified mail and any other notice to<br>him must be posted by ordinary mail to the address furnished in<br>his bid or to the address notified later by him in writing and such<br>posting must be deemed to be proper service of such notice.<br><b>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT</b> |                                                                                                                                                                                                                                                                                                                                                                           |  |

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|                                             | 31.2 | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.                                                                                                                                                                                                                                                                                                                                                                                                 |
|---------------------------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32. Taxes and<br>Duties                     | 32.1 | A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.                                                                                                                                                                                                                                                                                                                                                                                                                |
|                                             | 32.3 | No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.                                                                                                                                                                                                                                                                                                                                                                         |
|                                             | 32.4 | No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 33. Transfer of<br>Contracts                | 33.1 | The contractor must not abandon, transfer, cede assign or sublet<br>a contract or part thereof without the written permission of the<br>purchaser                                                                                                                                                                                                                                                                                                                                                                                                                         |
| 34. Amendment<br>of contracts               | 34.1 | No agreement to amend or vary a contract or order or the<br>conditions, stipulations or provisions thereof must be valid and of<br>any force unless such agreement to amend or vary is entered into<br>in writing and signed by the contracting parties. Any waiver of the<br>requirement that the agreement to amend or vary must be in<br>writing, must also be in writing.                                                                                                                                                                                             |
| 35. Prohibition of<br>Restrictive practices | 35.1 | In terms of section 4 (1) (b) (iii) of the Competition Act No. 89<br>1998, as amended, an agreement between, or concerted practice<br>By, firms, or a decision by an association of firms, is prohibited if it<br>Is between parties in a horizontal relationship and if a bidder(s) is /<br>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<br>evidence obtained by the purchaser has / have engaged in the<br>restrictive practice referred to above, the purchaser may refer the matter to the<br>Competition Commission for investigation and<br>possible imposition of administrative penalties as contemplated in<br>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<br>Competition Commission of the restrictive practice referred to<br>above, the purchaser may, in addition and without prejudice to<br>any other remedy provided for, invalidate the bid(s) for such<br>item(s) offered, and / or terminate the contract in whole or part, and / or restrict the<br>bidder(s) or contractor(s) from conducting business with<br>The public sector for a period not exceeding ten (10) years and / or claim damages<br>from the bidder(s) or contractors(s) concerned. |

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Na \$

Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# **OP LAS**

## **MUNISIPALE BESTUURDER**

Aard van kontrak: <u>kwotasie 8/2/5 - 2019 (MK17 - 2019) SUPPLY, DELIVERY</u> AND INSTALLATION OF PLAYGROUND EQUIPMENT- ANNA SWARTS PLAY PARK - PORTERVILLE

Partye: CI STEYN TRADING & PROJECTS

Aanbeveling deur relevante Direkteur: JA Aanbeveling deur CFO

DATUM:



## BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

## PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/5-2019 (M17/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
      - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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I confirm that I am duly authorised to sign this contract. 6.

| NAME (PRINT) | THEODORG WEST                |                                |  |  |  |
|--------------|------------------------------|--------------------------------|--|--|--|
| CAPACITY     | DIRECTOR                     | WITNESSES                      |  |  |  |
| SIGNATURE    | B                            | Hernody                        |  |  |  |
| NAME OF FIRM | CI STEAN TRADING MD PRUJECTS | 2. DUCHNEY<br>DATE: 13/02/2019 |  |  |  |
| DATE         | 13/02/2019                   | DATE: JOAN TANK                |  |  |  |

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## BERGRIVIER MUNICIPALITY

MBD 7.1

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. <u>HANCE LINDE</u> in my capacity as <u>MUNICIPAL MANAGER</u>. accept your bid under reference number 8/2/5-2019 (MN17/2019) dated. <u>13-02-20/9</u> for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                                                                   | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)                             | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION |   | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable)           |                                |
|---------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------|--------------------------------------|--------------------|----------------------------------------------|---|------------------------------------------------------------------------------------------|--------------------------------|
| Quotation<br>8/2/5-2019<br>MN17-2019<br>Supply,<br>delivery and<br>installation of<br>playground<br>equipment | 2/5-2019<br>N17-2019<br>upply,<br>elivery and<br>stallation of<br>ayground | As per<br>attached<br>specifications |                    | LEVEL                                        | 1 | Wire products<br>Fasteners<br>Fabricated strue<br>steel<br>Ducting and strue<br>pipework | 100%<br>100%<br>ctural<br>100% |

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

SIGNED AT PIKETBERG ON 9 april 2019 INDE NAME (PRINT) Kunde SIGNATURE P **OFFICIAL STAMP** WITNESSES BERGRIVIER 2019 -04- 0 9 MUNICIPALITY/MUNISIPALITEIT 2.

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**Republic of South Africa** 



## GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

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## **General Conditions of Contract**

1. Definitions

1.

The following terms must be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

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- 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

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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, guarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- "Local content" means that portion of the bidding price, which is 1.17 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.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- "Purchaser" means the organization purchasing the goods. 1.21
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 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 must apply.

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| 3. General                                                             | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        | 3.2 | Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4. Standards                                                           | 4.1 | The goods supplied must conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5. Use of<br>contract<br>documents<br>and<br>information<br>inspection | 5.1 | The supplier must not, without the purchaser's prior written<br>consent, disclose the contract, or any provision thereof, or any<br>specification, plan, drawing, pattern, sample, or information<br>furnished by or on behalf of the purchaser in connection<br>therewith, to any person other than a person employed by the<br>supplier in the performance of the contract. Disclosure to any<br>such employed person must be made in confidence and must<br>extend only so far as may be necessary for purposes of such<br>performance. |
|                                                                        | 5.2 | The supplier must not, without the purchaser's prior written                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7. Performance<br/>Security7.1Within thirty (30) days of receipt of the notification of contract<br/>award, the successful bidder must furnish to the purchaser the<br/>performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must be defrayed by the supplier.

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- 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance 11.1** The goods supplied under the contract must 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 must be specified.
- 13. Incidental<br/>Services13.1The supplier may be required to provide any or all of the<br/>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 must not relieve the supplier of any warranty obligations under this contract; and
  - 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, must be agreed upon in advance by the parties and must 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:
  - such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
  - (b) in the event of termination of production of the spare parts:
    - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
    - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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15. Warranty 15.1 The 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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier must, 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 must be specified. 16.2 The supplier must 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 must 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. GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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

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| 18. Variation<br>Orders | 18.1 | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of |
|-------------------------|------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                         |      | measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price.                                                                                      |

- **19. Assignment** 19.1 The supplier must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.

# 21. Delays in the<br/>supplier's<br/>performance21.1Delivery of the goods and performance of services must be<br/>made by the supplier in accordance with the time schedule<br/>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 must 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 must 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 must 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.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, 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

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|                                |      | the contract and buy such goods as may be required to<br>complete the contract and without prejudice to his other rights,<br>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<br>of the goods or to perform the services within the period(s)<br>specified in the contract, the purchaser must, without prejudice to<br>its other remedies under the contract, deduct from the<br>contract price, as a penalty, a sum calculated on the delivered<br>price of the delayed goods or unperformed services using the<br>current prime interest rate calculated for each day of the delay<br>until actual delivery or performance. The purchaser may also<br>consider termination of the contract pursuant to GCC Clause 23.                                                             |
| 23. Termination<br>for default | 23.1 | <ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> |
|                                | 23.2 | In the event the purchaser terminates the contract in whole or in<br>part, the purchaser may procure, upon such terms and in such<br>manner, as it deems appropriate, goods, works or services<br>similar to those undelivered, and the supplier must be liable to<br>the purchaser for any excess costs for such similar goods,<br>works or services. However, the supplier must continue<br>performance of the contract to the extent not terminated.<br>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                            |

- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

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over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

| 24. Antidumping<br>and<br>countervailing<br>duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or<br>anti-dumping or countervailing duties are imposed, or the<br>amount of a provisional payment or anti-dumping or<br>countervailing right is increased in respect of any dumped or<br>subsidized import, the State is not liable for any amount so<br>required or imposed, or for the amount of any such increase.<br>When, after the said date, such a provisional payment is no<br>longer required or any such anti-dumping or countervailing right is<br>abolished, or where the amount of such provisional payment or<br>any such right is reduced, any such favourable difference must<br>on demand be paid forthwith by the supplier to the<br>purchaser or the purchaser may deduct such amounts from<br>moneys (if any) which may otherwise be due to the supplier in<br>regard to goods or services which he delivered or rendered, or is<br>to deliver or render in terms of the contract or any other<br>contract or any other amount which may be due to him. |
|---------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25. Force<br>Majeure                                          | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the<br>supplier must not be liable for forfeiture of its performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |

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|                                   | 25.2         | security, damages, or termination for default if and to the extent<br>that his delay in performance or other failure to perform his<br>obligations under the contract is the result of an event of force<br>majeure.<br>If a force majeure situation arises, the supplier must promptly<br>notify the purchaser in writing of such condition and the cause<br>thereof. Unless otherwise directed by the purchaser in writing,<br>the supplier must continue to perform its obligations under the<br>contract as far as is reasonably practical, and must seek all<br>reasonable alternative means for performance not prevented by<br>the force majeure event. |
|-----------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26. Termination<br>for insolvency | <b>2</b> 6.1 | The purchaser may at any time terminate the contract by giving<br>written notice to the supplier if the supplier becomes bankrupt or<br>otherwise insolvent. In this event, termination will be without<br>compensation to the supplier, provided that such termination will<br>not prejudice or affect any right of action or remedy, which has<br>accrued or will accrue thereafter to the purchaser.                                                                                                                                                                                                                                                        |
| 27. Settlement of<br>Disputes     | 27.1         | If any dispute or difference of any kind whatsoever arises<br>between the purchaser and the supplier in connection with or<br>arising out of the contract, the parties must make every effort to<br>resolve amicably such dispute or difference by mutual<br>consultation.<br>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                           |

|                                | 27.2 | If, after thirty (30) days, the parties have failed to resolve their<br>dispute or difference by such mutual consultation, then either<br>the purchaser or the supplier may give notice to the other party of<br>his intention to commence with mediation. No mediation in<br>respect of this matter may be commenced unless such notice is<br>given to the other party.                                  |
|--------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.                                                                                                                                                                                                                                                                                   |
|                                | 27.4 | Notwithstanding any reference to mediation and/or court<br>proceedings herein,<br>(a) the parties must continue to perform their respective<br>obligations under the contract unless they otherwise agree;<br>and                                                                                                                                                                                         |
|                                |      | (b) the purchaser must pay the supplier any monies due the<br>supplier for goods delivered and / or services rendered<br>according to the prescripts of the contract.                                                                                                                                                                                                                                     |
| 28. Limitation of<br>Liability | 28.1 | <ul> <li>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</li> <li>(a) the supplier must 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 must</li> </ul> |
|                                |      |                                                                                                                                                                                                                                                                                                                                                                                                           |

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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 contractors(s) concerned.

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Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

# MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/7 - 2019 (MK22 - 2019) VOORSIENING.</u> <u>AFLEWERING EN INSTALLERING VAN OMHEINING IN ASTERSTRAAT</u> <u>RIOOLPOMPSTASIE IN VELDDRIF</u>

Partye: SHARON ROSE TRADING CC

\_\_\_\_

| Aanbeveling deur relevante Dijekteur: |  |
|---------------------------------------|--|
| Aanbeveling deur CFO:                 |  |
| DATUM:<br>28 3 19                     |  |



### **BERGRIVIER MUNICIPALITY**

MBD 7.1

#### **CONTRACT FORM - PURCHASE OF GOODS/WORKS**

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER <u>DO NOT AUTOMATICALLY</u> <u>FORM A BINDING CONTRACT OR ANY AWARD.</u> BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/7-2019 (M22/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
- 3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

| NAME (PRINT) | Sharon Blows          |           |
|--------------|-----------------------|-----------|
| CAPACITY     | Member                | WITNESSES |
| SIGNATURE    | M                     | 1 1000    |
| NAME OF FIRM | Sharou Rose Tralingue | 2. 277 19 |
| DATE         | 12.1.19               | DATE:     |



### BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- Marius Wüst in my capacity as Acting accept your bid under reference number 8/2/7-2019 (MN22/2019) dated. 01/09/2019. for the 1. Nanager supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- I undertake to make payment for the goods/works delivered in accordance with the terms and 3. conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED)                                                                                            |             | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION |   | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) |      |
|------------------------------------------------------------------------------------------------------------------------------------------------|-------------|--------------------------------------|--------------------|----------------------------------------------|---|--------------------------------------------------------------------------------|------|
| Quotation<br>8/2/7-2019<br>MN22-2019<br>Supply,<br>delivery and<br>installation of<br>fencing at<br>Aster Street<br>sewer pump<br>station - VD | R 61 000.00 | As per<br>attached<br>specifications |                    | LEVEL                                        | 1 | Wire products                                                                  | 100% |

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

SIGNED AT ......PIKETBERG ON NAME (PRINT) SIGNATURE OFFICIAL STAMP WITNESSE RGRIVIER 1. 2019 -04- 0 1 MOMENTALITY/MUNISIPALITEIT 2.

FQ 8/2/7-2019 (MN22/2019)

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## THE NATIONAL TREASURY

# **Republic of South Africa**



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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### **General Conditions of Contract**

#### 1. Definitions

- 1. The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationalty.
- 1.6 "Country of origin<sup>®</sup> 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.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

#### THE NATIONAL TREASURY: Republic of South Africa

- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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| 5.2   | The supplier must not, without the purchaser's prior written                                                                                                                                                                                                                                                                                                                                 |
|-------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|       | such employed person must be made in confidence and must<br>extend only so far as may be necessary for purposes of such<br>performance.                                                                                                                                                                                                                                                      |
|       | furnished by or on behalf of the purchaser in connection<br>therewith, to any person other than a person employed by the<br>supplier in the performance of the contract. Disclosure to any                                                                                                                                                                                                   |
| 5.1   | The supplier must not, without the purchaser's prior written<br>consent, disclose the contract, or any provision thereof, or any<br>specification, plan, drawing, pattern, sample, or information                                                                                                                                                                                            |
| 4.1   | The goods supplied must conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                      |
| 3.2   | Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.                                                                                                                                                                                                                                                                 |
| 3.1   | Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                               |
| THE ! | NATIONAL TREASURY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                  |
| 2.3   | Where such special conditions of contract are in conflict with these general conditions, the special conditions must apply.                                                                                                                                                                                                                                                                  |
| 2.2   | Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.                                                                                                                                                                                                                                                                              |
| 2.1   | These general conditions are applicable to all bids, contracts<br>and orders including bids for functional and professional<br>services (excluding professional services related to the building<br>and construction industry), sales, hiring, letting and the granting or<br>acquiring of rights, but excluding immovable property, unless<br>otherwise indicated in the bidding documents. |
|       | electronic or mechanical writing.                                                                                                                                                                                                                                                                                                                                                            |
| 1 28  | provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.                                                                                                                                                                                                                                                   |
| 1.26  |                                                                                                                                                                                                                                                                                                                                                                                              |
| 4.00  | contract to maintain and administer the required and specified service(s) to the State.                                                                                                                                                                                                                                                                                                      |
| 1.25  | maintenance and other such obligations of the supplier covered<br>under the contract.<br>"Supplier" means the successful bidder who is awarded the                                                                                                                                                                                                                                           |
|       | <ol> <li>1.26</li> <li>1.27</li> <li>1.28</li> <li>2.1</li> <li>2.2</li> <li>2.3</li> <li>THE I</li> <li>3.1</li> <li>3.2</li> <li>4.1</li> <li>5.1</li> </ol>                                                                                                                                                                                                                               |

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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 must remain the property of the purchaser and must 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 must 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 must 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.

#### THE NATIONAL TREASURY: Republic of South Africa

- 7. Performance 7.1 Within thirty (30) days of receipt of the notification of contract Security award, the successful bidder must furnish to the purchaser the performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - a bank guarantee or an irrevocable letter of credit issued (a) by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - a cashier's or certified cheque. (b)
  - 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.
  - 8.1 All pre-bidding testing will be for the account of the bidder.
  - 8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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8. Inspections,

tests and analyses

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
  9.1 The supplier must provide such packing of the conde on in
  - The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

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| BIDDER INITIAL: | Page |

- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must be specified.

**13. Incidental**<br/>Services13.1The supplier may be required to provide any or all of the<br/>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 must 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, must be agreed upon in advance by the parties and must 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:
  - such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must 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.

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| 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 must 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 must 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 must promptly notify the supplier in writing of any claims arising under this warranty.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|              | 15.4          | Upon receipt of such notice, the supplier must, 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<br>defect(s) within the period specified, the purchaser may<br>proceed to take such remedial action as may be necessary, at<br>the supplier's risk and expense and without prejudice to any<br>other rights which the purchaser may have against the supplier<br>under the contract.                                                                                                                                                                                                                                                                                                          |
| 16. Payment  | <b>1</b> 6.1  | The method and conditions of payment to be made to the supplier under this contract must be specified.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|              | 16.2          | The supplier must 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 must be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|              | 1 <b>6</b> .4 | Payment will be made in Rand unless otherwise stipulated.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
|              | ſ             | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |

17. Prices

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

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| 18. Variation<br>Orders | 18.1 | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of<br>measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price. |
|-------------------------|------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 19. Assignment          | 19.1 | The supplier must 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 must notify the purchaser in writing of all subcontracts awarded under this contracts if not already                                                                                                                                                                                                                                                                                                                     |

- specified in the bid. Such notification, in the original bid or later, must not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the 21.1 Delivery of the goods and performance of services must be supplier's made by the supplier in accordance with the time schedule performance 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 must 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 must 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 must 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.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

# THE NATIONAL TREASURY: Republic of South Africa

- 21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 defay beyond the delivery period in the case of a goods contract, the purchaser must, 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 BIDDER INITIAL: delivered later at the supplier's expense and risk, or to cancel

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|                                |       | 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<br>of the goods or to perform the services within the period(s)<br>specified in the contract, the purchaser must, without prejudice to<br>its other remedies under the contract, deduct from the<br>contract price, as a penalty, a sum calculated on the delivered<br>price of the delayed goods or unperformed services using the<br>current prime interest rate calculated for each day of the delay<br>until actual delivery or performance. The purchaser may also<br>consider termination of the contract pursuant to GCC Clause 23.                                  |
| 23. Termination<br>for defauit | 23.1  | <ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or</li> </ul> |
|                                | 23.2  | in executing the contract.<br>In the event the purchaser terminates the contract in whole or in<br>part, the purchaser may procure, upon such terms and in such<br>manner, as it deems appropriate, goods, works or services<br>similar to those undelivered, and the supplier must be liable to<br>the purchaser for any excess costs for such similar goods,<br>works or services. However, the supplier must continue<br>performance of the contract to the extent not terminated.<br>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                   |
| THE NATIONAL TRE               | ASURY | Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                          |
|                                | 23.3  | Where the purchaser terminates the contract in whole or in part,<br>the purchaser may decide to impose a restriction penalty on the<br>supplier by prohibiting such supplier from doing business with the<br>public sector for a period not exceeding 10 years.                                                                                                                                                                                                                                                                                                                                                                                   |

- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.
- 23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control

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over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - (i) the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

#### THE NATIONAL TREASURY: Republic of South Africa

| 24. Antidumping<br>and<br>countervailing<br>duties and rights | 24.1 | When, after the date of bid, provisional payments are required, or<br>anti-dumping or countervailing duties are imposed, or the<br>amount of a provisional payment or anti-dumping or<br>countervailing right is increased in respect of any dumped or<br>subsidized import, the State is not liable for any amount so<br>required or imposed, or for the amount of any such increase.<br>When, after the said date, such a provisional payment is no<br>longer required or any such anti-dumping or countervailing right is<br>abolished, or where the amount of such provisional payment or<br>any such right is reduced, any such favourable difference must<br>on demand be paid forthwith by the supplier to the<br>purchaser or the purchaser may deduct such amounts from<br>moneys (if any) which may otherwise be due to the supplier in<br>regard to goods or services which he delivered or rendered, or is<br>to deliver or render in terms of the contract or any other<br>contract or any other amount which may be due to him. |
|---------------------------------------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 25. Force<br>Majeure                                          | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|                                                               |      | ~ 1                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |

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|                                   | 25.2 | security, damages, or termination for default if and to the extent<br>that his delay in performance or other failure to perform his<br>obligations under the contract is the result of an event of force<br>majeure.<br>If a force majeure situation arises, the supplier must promptly<br>notify the purchaser in writing of such condition and the cause<br>thereof. Unless otherwise directed by the purchaser in writing,<br>the supplier must continue to perform its obligations under the<br>contract as far as is reasonably practical, and must seek all<br>reasonable alternative means for performance not prevented by<br>the force majeure event. |
|-----------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 26. Termination<br>for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving<br>written notice to the supplier if the supplier becomes bankrupt or<br>otherwise insolvent. In this event, termination will be without<br>compensation to the supplier, provided that such termination will<br>not prejudice or affect any right of action or remedy, which has<br>accrued or will accrue thereafter to the purchaser.                                                                                                                                                                                                                                                        |
| 27. Settlement of<br>Disputes     | 27.1 | If any dispute or difference of any kind whatsoever arises<br>between the purchaser and the supplier in connection with or<br>arising out of the contract, the parties must make every effort to<br>resolve amicably such dispute or difference by mutual<br>consultation.                                                                                                                                                                                                                                                                                                                                                                                     |
|                                   |      | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                | 27.2 | If, after thirty (30) days, the parties have failed to resolve their<br>dispute or difference by such mutual consultation, then either<br>the purchaser or the supplier may give notice to the other party of<br>his intention to commence with mediation. No mediation in<br>respect of this matter may be commenced unless such notice is<br>given to the other party.                                  |
|--------------------------------|------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | 27.3 | Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.                                                                                                                                                                                                                                                                                   |
|                                | 27.4 | Notwithstanding any reference to mediation and/or court<br>proceedings herein,<br>(a) the parties must continue to perform their respective<br>obligations under the contract unless they otherwise agree;<br>and                                                                                                                                                                                         |
|                                |      | (b) the purchaser must pay the supplier any monies due the<br>supplier for goods delivered and / or services rendered<br>according to the prescripts of the contract.                                                                                                                                                                                                                                     |
| 28. Limitation of<br>Liability | 28.1 | <ul> <li>Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</li> <li>(a) the supplier must 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 must</li> </ul> |
|                                |      | dx2                                                                                                                                                                                                                                                                                                                                                                                                       |

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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, must not exceed the total contract price, provided that this limitation must not apply to the cost of repairing or replacing defective equipment.
- 29. Governing<br/>Language29.1The contract must be written in English. All correspondence and<br/>other documents pertaining to the contract that is exchanged by<br/>the parties must also be written in English.
- **30. Applicable**30.1The contract must be interpreted in accordance with SouthLawAfrican laws, unless otherwise specified.
- **31. Notices 31.1** Every written acceptance of a bid must be posted to the supplier concerned by registered or certified mail and any other notice to him must be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting must be deemed to be proper service of such notice.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

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|                                             | 31.2         | The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, must be reckoned from the date of posting of such notice.                                                                                                                                                                                      |
|---------------------------------------------|--------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 32. Taxes and<br>Duties                     | 32.1         | A foreign supplier must be entirely responsible for all taxes,<br>stamp duties, license fees, and other such levies imposed outside<br>the purchaser's country.                                                                                                                                                                                                |
|                                             | 32.2         | A local supplier must be entirely responsible for all taxes, duties,<br>license fees, etc., incurred until delivery of the contracted goods to<br>the purchaser.                                                                                                                                                                                               |
|                                             | 32.3         | No contract must be concluded with any bidder whose tax matters<br>are not in order. Prior to the award of a bid SARS must have<br>certified that the tax matters of the preferred bidder are in order.                                                                                                                                                        |
|                                             | 32.4         | No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.                                                                                                                                                                                                                                   |
| 33. Transfer of<br>Contracts                | 33.1         | The contractor must not abandon, transfer, cede assign or sublet<br>a contract or part thereof without the written permission of the<br>purchaser                                                                                                                                                                                                              |
| 34. Amendment<br>of contracts               | <b>34</b> .1 | No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof must 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 must be in writing, must also be in writing. |
| 35. Prohibition of<br>Restrictive practices | 35.1         | tn terms of section 4 (1) (b) (iii) of the Competition Act No. 89<br>1998, as amended, an agreement between, or concerted practice<br>By, firms, or a decision by an association of firms, is prohibited if it                                                                                                                                                 |

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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 contractors(s) concerned.



Die MB sal **GEEN** kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en aanbeveel het nie.

# OP LAS

# MUNISIPALE BESTUURDER

Aard van kontrak: <u>kwotasie 8/2/8 - 2019 (MK30 - 2019) Hiring of</u> <u>BULLDOZER TO CLEAR THE BUILDERS RUBBLE AND GREEN WASTE SITE IN</u> <u>VELDDRIF</u>

Partye: LELIEBLOM GRONDVERSKUIWING (PTY) LTD

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| Aanbeveling deur relevante Direkteur |   |
|--------------------------------------|---|
| Aanbeveling deur CFO:                | _ |

DATUM:

that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

| WITNESSE8 | SIGNATURE(S) OF BIDDERS(S)<br>NAME OF SIGNATURES: A Breen<br>DATE: 2019 CD-DS<br>ADDRESS P.O. Box 94<br>Drawn C<br>-345 |
|-----------|-------------------------------------------------------------------------------------------------------------------------|
|-----------|-------------------------------------------------------------------------------------------------------------------------|



# **BERGRIVIER MUNICIPALITY**

MBD 7.1

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

# PART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) **Bergrivier Municipality** in accordance with the requirements and specifications stipulated in bid **number 8/2/8-2019 (MN30/2019)** at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- 2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Technical Specification(s);
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
    - General Conditions of Contract; and
  - (ii) General Conditi(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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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BIDDER INITIAL: Page 20

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

| NAME (PRINT) | A Basea             | $\square$       |
|--------------|---------------------|-----------------|
| CAPACITY     | Dicecree            | WITNESSES       |
| SIGNATURE    | B                   | 1               |
| NAME OF FIRM | Laissen Garabescium | 2.              |
| DATE         | Je19-02-25          | DATE: 277 02 25 |

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## BERGRIVIER MUNICIPALITY

**MBD 7.1** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY)

- 1. <u>Marius</u> <u>Hust</u> in my capacity as <u>Acting</u> <u>Municipal</u> <u>Manager</u> accept your bid under reference number 8/2/8-2019 (MN30/2019) dated. <u>May</u> 2019 for the supply of goods/works indicated hereunder and/or further specified in the annexure(s).
- 2. An official order indicating delivery instructions is forthcoming.
- 3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice accompanied by the delivery note.

| ITEM<br>NO.                                                    | PRICE (ALL<br>APPLICABLE<br>TAXES<br>INCLUDED) | BRAND                                | DELIVERY<br>PERIOD | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) |
|----------------------------------------------------------------|------------------------------------------------|--------------------------------------|--------------------|----------------------------------------------|--------------------------------------------------------------------------------|
| Quotation<br>8/2/8-2019<br>MN30-2019<br>Hiring of<br>Bulldozer | R 115 DOD-DD                                   | As per<br>attached<br>specifications |                    | LEVEL 2                                      | N/A                                                                            |

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

NAME (PRINT) SIGNATURE WITNESSE OFFICIAL STAMP BERGRIVIER 1. 2019 -05- 06 MUNICIPALITY/MUNISIPALITEIT 2.

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# THE NATIONAL TREASURY

**Republic of South Africa** 



# GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT JULY 2010

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**GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT** 

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# **General Conditions of Contract**

#### 1. Definitions

- The following terms must be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

#### GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

- 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

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not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

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- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 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,

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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 bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
  - 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 must apply.

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| 3. General                                                             | 3.1 | Unless otherwise indicated in the bidding documents, the purchaser must not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.                                                                                                                                                                                                                                                                                                             |
|------------------------------------------------------------------------|-----|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                                        | 3.2 | Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4. Standards                                                           | 4.1 | The goods supplied must conform to the standards mentioned in the bidding documents and specifications.                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 5. Use of<br>contract<br>documents<br>and<br>information<br>inspection | 5.1 | The supplier must not, without the purchaser's prior written<br>consent, disclose the contract, or any provision thereof, or any<br>specification, plan, drawing, pattern, sample, or information<br>furnished by or on behalf of the purchaser in connection<br>therewith, to any person other than a person employed by the<br>supplier in the performance of the contract. Disclosure to any<br>such employed person must be made in confidence and must<br>extend only so far as may be necessary for purposes of such<br>performance. |
|                                                                        | 52  | The supplier must not, without the purchaser's prior written                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |

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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 must remain the property of the purchaser and must 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 must 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 must 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.

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- 7. Performance<br/>Security7.1Within thirty (30) days of receipt of the notification of contract<br/>award, the successful bidder must furnish to the purchaser the<br/>performance security of the amount specified in SCC.
  - 7.2 The proceeds of the performance security must 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 must be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and must be in one of the following forms:
    - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
    - (b) a cashier's or certified cheque.
  - 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 must be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections must be carried out, the purchaser must 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 must 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 must 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 must be held at the cost and risk of the supplier who must, 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 must 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 must 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.
- 9.1 The supplier must 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 must 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

weights must 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 must comply strictly with such special requirements as must be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

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9. Packing

- 10. Delivery and<br/>Documents10.1Delivery of the goods and arrangements for shipping and<br/>clearance obligations, must be made by the supplier in<br/>accordance with the terms specified in the contract.
- **11. Insurance** 11.1 The goods supplied under the contract must 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 must 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 must 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, must be agreed upon in advance by the parties and must 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:

- such spare parts as the purchaser may elect to purchase from the supplier, provided that this election must not relieve the supplier of any warranty obligations under the contract; and;
- (b) in the event of termination of production of the spare parts:
  - advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

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- **15. Warranty 15.1** The 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 must 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 supplied goods in the conditions prevailing in the country of final destination.
  - 15.2 This warranty must 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 must promptly notify the supplier in writing of any claims arising under this warranty.
  - 15.4 Upon receipt of such notice, the supplier must, 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 must be specified.
  - 16.2 The supplier must 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 must 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.

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**17. Prices**17.1Prices charged by the supplier for goods delivered and services<br/>performed under the contract must not vary from the prices<br/>quoted by the supplier in his bid, with the exception of any price

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|                                                |        | adjustments authorized or in the purchaser's request for bid validity extension, as the case may be.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |         |  |  |  |  |
|------------------------------------------------|--------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|---------|--|--|--|--|
| 18. Variation<br>Orders                        | 18.1   | In cases where the estimated value of the envisaged changes in<br>purchase does not vary more than 15% of the total value of the<br>original contract, the contractor may be instructed to deliver the<br>goods or render the services as such. In cases of<br>measurable quantities, the contractor may be approached to<br>reduce the unit price, and such offers may be accepted<br>provided that there is no escalation in price.                                                                                                                                                                                                                          |         |  |  |  |  |
| 19. Assignment                                 | 19.1   | The supplier must 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 must notify the purchaser in writing of all<br>subcontracts awarded under this contracts if not already<br>specified in the bid. Such notification, in the original bid or later,<br>must not relieve the supplier from any liability or obligation under<br>the contract.                                                                                                                                                                                                                                                                                                                                                                        |         |  |  |  |  |
| 21. Delays in the<br>supplier's<br>performance | 21.1   | Delivery of the goods and performance of services must 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<br>subcontractor(s) should encounter conditions impeding timely<br>delivery of the goods and performance of services, the supplier<br>must promptly notify the purchaser in writing of the fact of the<br>delay, its likely duration and its cause(s). As soon as practicable<br>after receipt of the supplier's notice, the purchaser must evaluate<br>the situation and may at his discretion extend the supplier's time<br>for performance, with or without the imposition of penalties, in<br>which case the extension must be ratified by the parties by<br>amendment of contract. |         |  |  |  |  |
|                                                | 21.3   | The right is reserved to procure outside of the contract small<br>quantities or to have minor essential services executed if an<br>emergency arises, the supplier's point of supply is not situated at<br>or near the place where the goods are required, or the<br>supplier's services are not readily available.                                                                                                                                                                                                                                                                                                                                             |         |  |  |  |  |
|                                                |        | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |  |  |  |  |
| THE NATIONAL T                                 | REASU  | RY: Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |         |  |  |  |  |
|                                                | 21.4   | Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations must 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 must, without cancelling the contract, be entitled to purchase goods of a similar quality and                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |  |  |  |  |
| FQ 8/2/8-2019 (MI                              | N30/20 | 19) BIDDER INITIAL:                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            | Page 34 |  |  |  |  |
|                                                |        | $\sim$                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |         |  |  |  |  |
|                                                |        | T &                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |         |  |  |  |  |

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|                                |        | up to the same quantity in substitution of the goods not supplied in<br>conformity with the contract and to return any goods<br>delivered later at the supplier's expense and risk, or to cancel<br>the contract and buy such goods as may be required to<br>complete the contract and without prejudice to his other rights,<br>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<br>of the goods or to perform the services within the period(s)<br>specified in the contract, the purchaser must, without prejudice to<br>its other remedies under the contract, deduct from the<br>contract price, as a penalty, a sum calculated on the delivered<br>price of the delayed goods or unperformed services using the<br>current prime interest rate calculated for each day of the delay<br>until actual delivery or performance. The purchaser may also<br>consider termination of the contract pursuant to GCC Clause 23.                                                             |
| 23. Termination<br>for default | 23.1   | <ul> <li>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:</li> <li>(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;</li> <li>(b) if the supplier fails to perform any other obligation(s) under the contract; or</li> <li>(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.</li> </ul> |
|                                | 23.2   | In the event the purchaser terminates the contract in whole or in<br>part, the purchaser may procure, upon such terms and in such<br>manner, as it deems appropriate, goods, works or services<br>similar to those undelivered, and the supplier must be liable to<br>the purchaser for any excess costs for such similar goods,<br>works or services. However, the supplier must continue<br>performance of the contract to the extent not terminated.<br>GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                            |
| THE NATIONAL TRE               | EASURY | : Republic of South Africa                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|                                | 23.3   | Where the purchaser terminates the contract in whole or in part,<br>the purchaser may decide to impose a restriction penalty on the<br>supplier by prohibiting such supplier from doing business with the                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |

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

public sector for a period not exceeding 10 years.

23.5 Any restriction imposed on any person by the purchaser will, at

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the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

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- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
  - the name and address of the supplier and / or person restricted by the purchaser;
  - (ii) the date of commencement of the restriction
  - (iii) the period of restriction; and
  - (iv) the reasons for the restriction.

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

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

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#### 24. Antidumping 24.1 When, after the date of bid, provisional payments are required, or and anti-dumping or countervailing duties are imposed, or the countervailing amount of a provisional payment or anti-dumping or duties and rights 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 must 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.

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| 25. <del>F</del> orce<br>Majeure  | 25.1 | Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier must not be liable for forfeiture of its performance                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------|------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                   | 25.2 | security, damages, or termination for default if and to the extent<br>that his delay in performance or other failure to perform his<br>obligations under the contract is the result of an event of force<br>majeure.<br>If a force majeure situation arises, the supplier must promptly<br>notify the purchaser in writing of such condition and the cause<br>thereof. Unless otherwise directed by the purchaser in writing,<br>the supplier must continue to perform its obligations under the<br>contract as far as is reasonably practical, and must seek all<br>reasonable alternative means for performance not prevented by<br>the force majeure event. |
| 26. Termination<br>for insolvency | 26.1 | The purchaser may at any time terminate the contract by giving<br>written notice to the supplier if the supplier becomes bankrupt or<br>otherwise insolvent. In this event, termination will be without<br>compensation to the supplier, provided that such termination will<br>not prejudice or affect any right of action or remedy, which has<br>accrued or will accrue thereafter to the purchaser.                                                                                                                                                                                                                                                        |
| 27. Settlement of<br>Disputes     | 27.1 | If any dispute or difference of any kind whatsoever arises<br>between the purchaser and the supplier in connection with or<br>arising out of the contract, the parties must make every effort to<br>resolve amicably such dispute or difference by mutual<br>consultation.                                                                                                                                                                                                                                                                                                                                                                                     |
|                                   |      | GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |

|                                | 27.2 | If, after thirty (30) days, the parties have failed to resolve their<br>dispute or difference by such mutual consultation, then either<br>the purchaser or the supplier may give notice to the other party of<br>his intention to commence with mediation. No mediation in<br>respect of this matter may be commenced unless such notice is<br>given to the other party. |
|--------------------------------|------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                | 27.3 | Should it not be possible to settle a dispute by means of                                                                                                                                                                                                                                                                                                                |
|                                |      | mediation, it may be settled in a South African court of law.                                                                                                                                                                                                                                                                                                            |
|                                | 27.4 | Notwithstanding any reference to mediation and/or court<br>proceedings herein,<br>(a) the parties must continue to perform their respective<br>obligations under the contract unless they otherwise agree;<br>and                                                                                                                                                        |
|                                |      | (b) the purchaser must pay the supplier any monies due the<br>supplier for goods delivered and / or services rendered<br>according to the prescripts of the contract.                                                                                                                                                                                                    |
| 28. Limitation of<br>Liability | 28.1 | Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;                                                                                                                                                                                                                                                       |

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|     |                       |         | (a)                                                                                                                                                                                                                                                                                                                                            | the supplier must not be liable to the purchaser, whether in<br>contract, tort, or otherwise, for any indirect or consequential<br>loss or damage, loss of use, loss of production, or loss of<br>profits or interest costs, provided that this exclusion must<br>not apply to any obligation of the supplier to pay penalties |
|-----|-----------------------|---------|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|     |                       |         | (b)                                                                                                                                                                                                                                                                                                                                            | and/or damages to the purchaser; and<br>the aggregate liability of the supplier to the purchaser,<br>whether under the contract, in tort or otherwise, must not<br>exceed the total contract price, provided that this limitation<br>must not apply to the cost of repairing or replacing defective<br>equipment.              |
| 29. | Governing<br>Language | 29.1    | other of                                                                                                                                                                                                                                                                                                                                       | ontract must be written in English. All correspondence and documents pertaining to the contract that is exchanged by rities must also be written in English.                                                                                                                                                                   |
| 30. | Applicable<br>Law     | 30.1    |                                                                                                                                                                                                                                                                                                                                                | ontract must be interpreted in accordance with South<br>a laws, unless otherwise specified.                                                                                                                                                                                                                                    |
| 31. | Notices               | 31.1    | Every written acceptance of a bid must be posted to the supplier<br>concerned by registered or certified mail and any other notice to<br>him must be posted by ordinary mail to the address furnished in<br>his bid or to the address notified later by him in writing and such<br>posting must be deemed to be proper service of such notice. |                                                                                                                                                                                                                                                                                                                                |
|     |                       |         | GOVEI                                                                                                                                                                                                                                                                                                                                          | NMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT                                                                                                                                                                                                                                                                              |
| THI | E NATIONAL TREA       | SURY: I | Republic (                                                                                                                                                                                                                                                                                                                                     | of South Africa                                                                                                                                                                                                                                                                                                                |
|     |                       | 31.2    | act aft                                                                                                                                                                                                                                                                                                                                        | ne mentioned in the contract documents for performing any<br>er such aforesaid notice has been given, must be reckoned<br>ne date of posting of such notice.                                                                                                                                                                   |

- **32. Taxes and Duties** 32.1 A foreign supplier must 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 must be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
  - 32.3 No contract must be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.
  - 32.4 No contract must be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.
  - 33.1 The contractor must 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 must 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 must be in writing, must also be in writing.

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33. Transfer of

Contracts

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In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 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 contractors(s) concerned.



### **BERGRIVIER MUNICIPALITY**

MBD9

#### CERTIFICATE OF INDEPENDENT PROPOSAL 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 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 *I* or services for purchasers who wish to acquire goods and *I* or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

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Die MB sal GEEN kontrak onderteken voordat die relevante Direkteur en CFO dit nie bestudeer en

## SAJ 90

## **MUNISIPALE BESTUURDER**

MICROSOFT PROJECT 2016 MICROSOFT PROJECT 2016 MICROSOFT PROJECT 2016

Partye: <u>BRAVOPIX 307 CC</u>

Bedrag Toegeken: R5 520.00

50/0/10 :MUTAQ Aanbeveiling deur A Aanbeveling deur relevante Direkteur:



#### **BERGRIVIER MUNICIPALITY**

1.7 **GBM** 

#### CONTRACT FORM - PURCHASE OF GOODS/WORKS

THIS FORM MUST BE FILLED IN BY BOTH THE BIDDER (PART 1) AND THE PURCHASER (PART 2). BOTH PAGES MUST BE SIGNED BY BOTH PARTIES BEFORE A VALID CONTRACT CAN BE FORMED.COMPLETING THIS PAGE OF THE MBD7.1 BY THE BIDDER DO NOT AUTOMATICALLY FORM A BINDING CONTRACT OR ANY AWARD. BINDING CONTRACT WILL BE FORMED WHEN THE SECOND PARTY (MUNICIPALITY) ACCEPTS THE OFFER OF THE BIDDER WHICH WOULD BE THE HIGHEST POINTS SCORER AS EVALUATED ON THE PRICING SCHEDULE.

#### (RART 1 (TO BE FILLED IN BY THE BIDDER)

- 1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) Bergrivier Municipality in accordance with the requirements and specifications stipulated in bid number 8/2/9-2019 (MN32/2019) at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
- The following documents shall be deemed to form and be read and construed as part of this agreement:
- (i) Bidding documents, viz
- Invitation to bid;
- Tax clearance certificate;
- Pricing schedule(s);
- Technical Specification(s);
- Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
- Declaration of interest;
- Declaration of bidder's past SCM practices;
- Certificate of Independent Bid Determination;
- Special Conditions of Contract;
- (ii) General Conditions of Contract; and
- (iii) 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 my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
- 4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
- 5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

BIDDER INITIAL. P. A. P. Bage 20

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

| <b>JTA</b>              | PIOS MORCH 2019         |              |
|-------------------------|-------------------------|--------------|
| NAME OF FIRM            | Eagle Computer Training | DATE: 5/2/19 |
| <b><i>SIGNATURE</i></b> | C20                     | MA           |
| CAPACITY                | Director                | MILNESSES    |
| (TNIA9) AMAN            | Amerida Goza            | 2322311/1//  |

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#### **ΥΤΙΙΑΡΙΟΙΝΟΜ ΑΞΙΛΙΑΘΗΞΕ**

1.7 OBM

#### PART 2 (TO BE FILLED IN BY BERGRIVIER MUNICIPALITY) CONTRACT FORM - PURCHASE OF GOODS/WORKS

supply of goods/works indicated hereunder and/or further specified in the annexure(s). accept your bid under reference number 8/2/9-2019 (MU32/2019) dated 20 June 2019 for the ٦.

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

| ואוכך יז טמר פן קאיז<br>ואר מחוקסטכב טואכת                                     | the legistat                                 | his contract.      | ये जेन्नवे चेहह<br>horized to sign t | that a we have                                 | 4. I continue<br>documents                                               |
|--------------------------------------------------------------------------------|----------------------------------------------|--------------------|--------------------------------------|------------------------------------------------|--------------------------------------------------------------------------|
| ∀/N                                                                            | ι τελεί ι                                    |                    | As per<br>attached<br>specifications | ००.०८२२४                                       | Quotation<br>8/2/9-2019<br>MM32-2019<br>MS Project<br>MS Project<br>2016 |
| MINIMUM<br>THRESHOLD FOR<br>LOCAL PRODUCTION<br>AND CONTENT<br>(if applicable) | B-BBEE<br>STATUS LEVEL<br>OF<br>CONTRIBUTION | ΒΕΚΙΟD<br>DEΓΙΛΕΚλ | ОИАЯЯ                                | PRICE (ALL<br>PPPLICABLE<br>TAXES<br>INCLUDED) | ITEM<br>NO.                                                              |

(TNIA9) 3MAN JUNIJ LIDZ JUND OF NO SIGNED AT .......PIKETBERG

TIETLIAGISINUMIYTIJASIDINUM 20 JUN 2019 BERGRIVIER MITNESS OFFICIAL STAMP SIGNATURE

Page 22 BIDDER INITIAL:... D.A

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