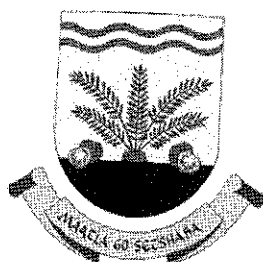


Greater Letaba Municipality

GLM0015/2024



GREATER LETABA MUNICIPALITY

*PANEL OF SUPPLY AND DELIVERY OF
ELECTRICAL SPARES FOR 36 MONTHS*

TOTAL PRICE:

VAT R.....

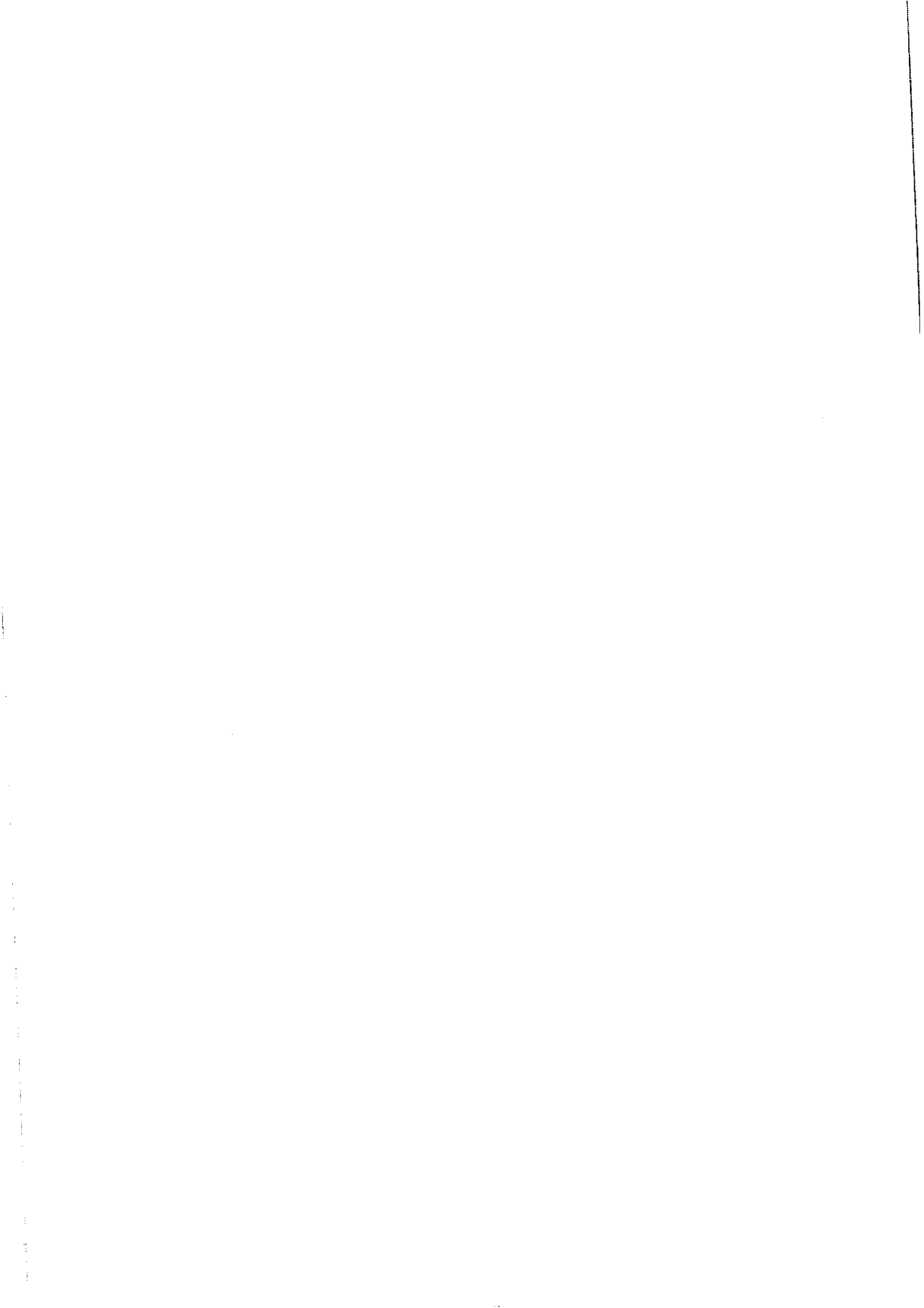
GRAND TOTAL R.....

Name of the Bidder and /or Company

.....

CLOSING DATE: 05 DECEMBER 2023

CLOSING TIME: 12:00 MIDDAY





**GREATER LETABA
MUNICIPALITY**

**NAME OF THE PROJECT PANEL OF SUPPLY AND DELIVERY OF ELECTRICAL
SPARES FOR 36 MONTHS**

BID NUMBER: GLM0015/2024

CLOSING DATE: 05 DECEMBER 2023

ISSUED BY:

The MUNICIPAL MANAGER
Greater Letaba Municipality
P.O.Box 36
MODJADJISKLOOF
0835

BIDDER'S INFORMATION

NAME OF COMPANY.....

CONTACT PERSON.....

COMPANY ADDRESS.....

CELL/TEL NO.....

FAX NO.....

EMAIL ADDRESS.....



ADVERT



BID NOTICE AND INVITATION TO BID



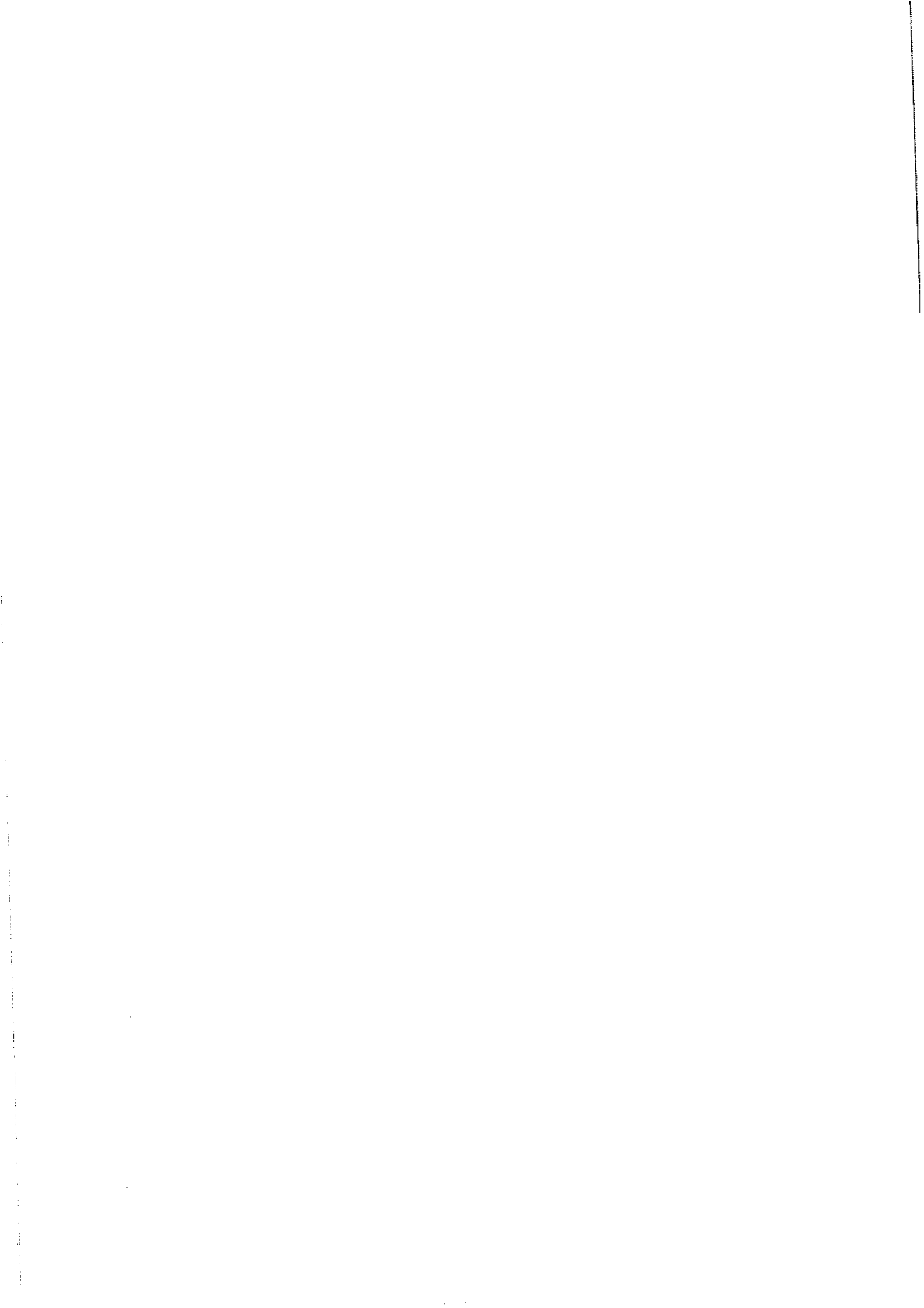
GREATER LETABA MUNICIPALITY

Experienced as well as emerging bidders are hereby invited to bid for the following:

Bid number	Project name	CIDB Grading	Date for Compulsory Briefing Session	Point scoring system	Closing date	Non-refundable amount (VAT inclusive)	Contact persons for technical queries.
GLM014/2024	PANEL FOR SUPPLY AND DELIVERY OF CLEANING MATERIALS FOR 36 MONTHS	N/A	N/A	80- PRICE 20-SPECIFIC GOALS	05 DECEMBER 2023	R1200.00	SESENE A 064 848 5297
GLM015/2024	PANEL FOR SUPPLY AND DELIVERY OF ELECTRICAL SPARES FOR 36 MONTHS	N/A	17 NOVEMBER 2023 MODJADJISKLOOF LIBRARY @ 11H00 AM	80- PRICE 20-SPECIFIC GOALS	05 DECEMBER 2023	R1200.00	CHABALALA GT 066 156 3306
GLM016/2024	PANEL OF SUPPLIERS FOR COMMUNICATION AND EVENTS MANAGEMENT WORK FOR 36 MONTHS	N/A	17 NOVEMBER 2023 MODJADJISKLOOF LIBRARY @ 11H00 AM	80- PRICE 20-SPECIFIC GOALS	05 DECEMBER 2023	R900.00	MAENETJE L 071 473 3777
GLM017/2024	PANEL OF SUPPLIERS FOR ICT EQUIPMENT FOR 36 MONTHS	N/A	17 NOVEMBER 2023 MODJADJISKLOOF LIBRARY @ 11H00 AM	80- PRICE 20-SPECIFIC GOALS	05 DECEMBER 2023	R900.00	SMITH E 083 271 1754
GLM018/2024	PANEL OF SERVICE PROVIDERS FOR REPAIRS AND SERVICE OF MUNICIPAL FLEET FOR A PERIOD OF 36 MONTHS	N/A	17 NOVEMBER 2023 MODJADJISKLOOF LIBRARY @ 11H00 AM	80- PRICE 20-SPECIFIC GOALS	05 DECEMBER 2023	R2000.00	KWINIKA SB 079 067 7822

Bid documents for GLM014/2024 will be obtainable as from 15 November 2023 and bid documents for GLM015/2024 to GLM018/2024 will be obtainable as from 17 November 2023 after briefing session at Greater Letaba Municipality offices 44 Botha Street Modjadjiskloof, and on the municipal website upon non-refundable amount for a bid in question. Payment method for the bid document can be cash or EFT (Bank: FNB, Account holder: Greater Letaba Municipality, Account no: 521 0000 5761, Branch code 260449, Ref No. for FNB Users: 111 00000 00000, Ref No. for other banks: Bid number)

All bids will remain valid for a period of 90 days after the time and date of opening. Late submissions, telegraphic, telefax or email transmission bids will not be accepted. Greater Letaba Municipality does not bind itself to accept the lowest or any bid and reserves the right to accept the bid as a whole or in part.



All bids and supporting documents must be sealed in a cover clearly marked "the relevant bid number" and "project name" and must be deposited in the bid box, at Greater Letaba Municipality foyer on / before 12H00 midday on the closing date when they will be opened in public.

All Supply Chain Management related queries will be directed to Ms Ramafalo MP at 087 086 7471 and Ms Mtebule TY at 087 086 7491 at Greater Letaba Municipality.

Sewape MO

Municipal Manage



SPECIFICATION



GREATER LETABA MUNICIPALITY

CONTRACT NO: GLM 2023/2024 - SUPPLY AND DELIVERY OF ELECTRICAL SPARES

ITEM	DESCRIPTION	QTY	Year 1	Year 2	Year 3
1	Mini Sub, 315kVA, 11 000/400V, dy11 C/W S/Light panel	1			
2	Mini Sub, 500kVA, 11 000/400V, dy11 C/W S/Light panel	1			
3	Transformer Pole Mounted 500Kva 11Kv/415Volts	1			
4	Transformer Pole Mounted 315Kva 11Kv/415Volts	1			
5	Transformer Pole Mounted 200Kva 11Kv/415Volts	1			
6	Transformer Pole Mounted 100Kva 11Kv/415Volts	1			
7	Transformer Pole Mounted 50Kva 11Kva/415Volts	1			
8	Transformer Pole Mounted 25Kva 11Kv/415 Volts	1			
9a	Transformer Pole Mounted 16Kva 11Kv/240Volts	1			
9b	Transformer Pole Mounted 16kva 33kv/240volts	1			
10	Transformer Pole Mounted 100Kva 33Kva/415Volts	1			
11	Transformer Pole Mounted 50Kva 33Kva/415Volts	1			
12	Transformer Ground 3Mva 33Kv/11Kv	1			
13	Nu-loc Control Box	1			
14	Autoreclose Breaker	1			
	HT Drop-Out Fuses Complete				
15a	Fuse Unit Dropout 11 kV Silicone	1			
15b	Complete 11Kv Lighting arrestor	1			
16a	Fuse Unit Dropout 33 kV Silicone	1			
16b	Complete 33Kv lighting arrestor	1			
17	Insulator Pin 11 kV	1			
18	Insulator Pin 33 kV	1			
19	Line Post Insulator 22kV 4kN (silicone)	1			
20	Line Post Insulator 33kV 4kN (silicone)	1			
21	Goose Neck 11kV	1			
22	Long Rod 11kV Silicone	1			
23	Long Rod 33kV Silicone	1			
24	Tower Hook 70kN, HDG	1			
25	Thimble HDG	1			
26	33kV Lighting arrestor	1			
27	11 kV Lighting arrestor	1			
	Threatted Wooden Poles -Transmission				
28	140-160mm x 12m Pole	1			
29	140-160mm x 11m Pole	1			
30	140-160mm x 10m Pole	1			
31	140-160mm x 9m Pole	1			
32	100-120mm 2M Cross Arm	1			
33	100-120mm 2.4M Cross Arm	1			
	HT Cable Armoured Pex				

34	Cable XLPE 25mm ² x 3 6.35/11kV (300m)	1			
35	Cable XLPE 50mm ² x 3 6.35/11kV (300m)	1			
36	Cable XLPE 70mm ² x 3 6.35/11kV (300m)	1			

	Pex HT Heat Swrink Joint				
37	11kV Heatshrink Joint, XLPE 25-50mm ² - Jointmaster / Raychem	1			
38	11kV Heatshrink Joint, XLPE 70-150mm ² - Jointmaster / Raychem	1			
39	HT Cable End cover 25mm -Heat swrink	1			
40	HT Cable End cover 50mm -Heat swrink	1			
41	HT Cable End cover 70mm -Heat swrink	1			
	Pex HT Heat Swrink Cable End (Termination)				
42	11kV Heatshrink Termination, XLPE 25-50mm ² - Jointmaster / Raychem	1			
43	11kV Heatshrink Termination, XLPE 50-70mm ² Jointmaster / Raychem	1			
43a	Flexible Un-screend Silicne Bushing Boot 11Kv (CSB1)	1			
43b	Heat Shrinkable Cable End Caps	1			
43c	Sievert Gas Burner (AGB38)	1			
43d	Gasbottle 12Kg	1			
43e	Gas Regulator & 3m Pipe	1			
	Steal Cross Arm				
44	Galvanized 1.2m Steal Cross arm with brace and bolt /washer/nuts	1			
45	Galvanized 2.4m Steal Cross arm with brace and bolt /washer/nuts	1			
	Galvanized Threaded Rod				
46	Galvanized 1m x M20	1			
47	Galvanized M20 Nuts	1			
48	Galvanized M20 Spring Washers	1			
49	Galvanized M20 Squire Washers	1			
50	Galvanized 1m x M16	1			
51	Galvanized M16 Nuts	1			
52	Galvanized M16 Spring Washers	1			
53	Galvanized M16 Squire Washers	1			
54	Galvanized M20 Eyebolt + Washers	1			
55	Galvanized M16 Eyebolt +Washers	1			
56	Galvanized M20 Eye-Nut	1			
57	Gavanized M16 Eye-Nut	1			
58	Silicon Post Insolators 11Kv	1			
59	Silicon Post Insolators 33Kv	1			
60	Aluminium Thimbel	1			
61	Tower Hook	1			
62	Stay Insulator LT	1			
63	Stay Insulator 11Kv	1			
64	Stay Insulator 33Kv	1			
65	6Ft Stay Rod Adjustable Complete	1			
66	8Ft Stay Rod Adjustable Complete	1			



	Bi-Metal PG Clamps				
67	Bi Metal PG Clamps 16 - 25mm ²	1			
68	Bi Metal PG Clamps 25 - 35mm ²	1			
	HT Fuse links				
69	Fuse Links 3 AMP 11 kV (10)	1			
70	Fuse Links 5 AMP 11 kV (10)	1			
71	Fuse Links 10 AMP 11 kV (10)	1			
72	Fuse Links 15 AMP 11 kV (10)	1			
73	Fuse Links 20 AMP 11kV (10)	1			
74	Fuse Links 25 AMP 11 kV (10)	1			
75	Fuse Links 30 AMP 11 kV (10)	1			
76	Fuse Links 65 AMP 11 kV (10)	1			
77	Fuse Links 80 AMP 11kV (10)	1			
78	Fuse Links 100 AMP 11kV (10)	1			
79	Fuse Links 125 AMP 11kV (10)	1			
80	Fuse Links 15 AMP 33 kV (10)	1			
81	Fuse Links 30 AMP 33 kV (10)	1			
82	Fuse Links 40 AMP 33 kV (10)	1			
83	Fuse Links 60 AMP 33 kV (10)	1			
84	Fuse Links 80 AMP 33 kV (10)	1			

	HT Striker Fuses				
85	Fuse Striker Pin 10 AMP 11kV, 254mm Long (3units)	1			
86	Fuse Striker Pin 16 AMP 11kV, 254mm Long (3units)	1			
87	Fuse Striker Pin 20 AMP 11kV, 254mm Long (3units)	1			
88	Fuse Striker Pin 25 AMP 11kV, 254mm Long (3units)	1			
89	Fuse Striker Pin 30 AMP 11kV, 254mm Long (3units)	1			
90	Fuse Striker Pin 40 AMP 11kV, 254mm Long (3units)	1			
91	Fuse Striker Pin 45 AMP 11kV, 254mm Long (3units)	1			
92	Fuse Striker Pin 50 AMP 11kV, 254mm Long (3units)	1			
93	Fuse Striker Pin 63 AMP 11kV, 254mm Long (3units)	1			
94	Fuse Striker Pin 80 AMP 11kV, 254mm Long (3units)	1			
95	Fuse Striker Pin 100 AMP 11kV, 254mm Long (3units)	1			
96	Fuse Striker Pin 10 AMP 11kV, 359mm Long (3units)	1			
97	Fuse Striker Pin 16 AMP 11kV, 359mm Long (3units)	1			
98	Fuse Striker Pin 20 AMP 11kV, 359mm Long (3units)	1			
99	Fuse Striker Pin 25 AMP 11kV, 359mm Long (3units)	1			
100	Fuse Striker Pin 30 AMP 11kV, 359mm Long (3units)	1			
101	Fuse Striker Pin 40 AMP 11kV, 359mm Long (3units)	1			
102	Fuse Striker Pin 45 AMP 11kV, 359mm Long (3units)	1			
103	Fuse Striker Pin 50 AMP 11kV, 359mm Long (3units)	1			
104	Fuse Striker Pin 63 AMP 11kV, 359mm Long (3units)	1			
105	Fuse Striker Pin 80 AMP 11kV, 359mm Long (3units)	1			
106	Fuse Striker Pin 100 AMP 11kV, 359mm Long (3units)	1			
	HT General Material				
107	Tape Semil Conducting (23)	1			
108	Tape Electrical Shielding Steel Mesh	1			
109	Tape self Bonding Electrical 3M	1			
110	HT Electrical Insulation Putty	1			
111	HT Self Infusing Silicona Rubber Tape	1			
112	Scotch Wrap 50 All Weather Corrosion Tape	1			
113	Scotch Wrap 51 All Weather Corrosion Tape	1			
114	NGK 3T Come Along	1			
115	Pole Top Bracket	1			

	LT SWA Copper Cable				
116	Cable Cab tyre-7 core	1			
117	Extention Cab tyre 2.5mm x 3core Black (100m)	1			
118	Extention Cab tyre 4mm x 4core Blue or Black (100m)	1			
119	Extention (Flex) 1.5mm x 3core x 3m	1			
120	Extention (Flex) 1.5mm x 3core x 5m	1			
121	Surfex 1.5mm ² X 3 + E - White (Flat)	1			
122	Surfex 1.5mm ² X 2 + E - White (Flat)	1			
123	Sufix 1.5mm ² X 2 + E - White	1			
124	Sufix 2.5mm ² X 2 + E - White (Flat)	1			
125	Sufix 2.5mm ² X 2 + E - White	1			
126	Cable PVC Airdac SNE 6mm x 3 + Pilot (500m)	1			
127	Cable PVC Airdac SNE 10mm x 3 + Pilot (500m)	1			
128	Cable PVC Airdac SNE 16mm x 3 + Pilot (500m)	1			
129	Cable PVC 6 mm ² X 4 600/1000V SWA (300m)	1			
130	Cable PVC 10 mm ² X 4 600/1000V SWA (300m)	1			
131	Cable PVC 16mm ² X 4 600/1000V SWA (300m)	1			
132	Cable PVC 25mm ² X 4 600/1000V SWA (300m)	1			
133	Cable PVC 35mm ² X 4 600/1000V SWA (300m)	1			
134	Cable PVC 50mm x 4 600/1000V SWA (300m)	1			
135	Cable PVC 70mm ² X 4 600/1000V SWA (300m)	1			
136	Cable PVC 95mm ² X 4 600/1000V SWA (300m)	1			
137	Cable PVC 120mm ² X 4 600/1000V SWA (300m)	1			
138	Cable PVC 150mm ² X 4 600/1000V SWA (300m)	1			
139	Cable Pex XLPE 25mm ² x 3 6.35/11kV (300m)	1			
140	Cable Pex XLPE 50mm ² x 3 6.35/11kV (300m)	1			
141	Cable Pex XLPE 70mm ² x 3 6.35/11kV (300m)	1			
142	ABC 50mm ² X 4 + 35mm ² Bare Neutral (300m)	1			
143	ABC 70mm ² X 4 + 50mm ² Bare Neutral (300m)	1			
143a	ABC 25mm ² X 4 + 25mm ² Baare Neutral (300m)	1			
	Earth Wire Copper Bare				
144	Earth Wire 6mm BCEW	1			
145	Earth Wire 10 mm ² BCEW	1			
146	Earth Wire 16 mm ² BCEW	1			
147	Earth Wire 25 mm ² BCEW	1			
148	Earth Wire 35 mm ² BCEW	1			



	GP Wire (House)				
149	Wire 1.5 mm ² GP White	1			
150	Wire 1.5 mm ² GP Blue	1			
151	Wire 1.5 mm ² GP Red	1			
152	Wire 1.5 mm ² GP Back	1			
153	Wire 2.5 mm ² GP White	1			
154	Wire 2.5 mm ² GP Blue	1			
155	Wire 2.5 mm ² GP Red	1			
156	Wire 2.5 mm ² GP Back	1			
	LT Three Phase Breakers				
157	Circuit Breaker 300A 25Ka	1			
158	Circuit Breaker 275A 25Ka	1			
159	Circuit Breaker 250A 25Ka	1			
160	Circuit Breaker 225A 25Ka	1			
161	Circuit Breaker 200A 25Ka	1			
162	Circuit Breaker 175A 25Ka	1			
163	Circuit Breaker 150A 25Ka	1			
164	Circuit Breaker 125A 25Ka	1			
165	Circuit Breaker 100A 25Ka	1			
166	Circuit Breaker 90A 25Ka	1			
167	Circuit Breaker 80A 25Ka	1			
168	Circuit Breaker 70A 25Ka	1			
169	Circuit Breaker 60A 25Ka	1			
170	Circuit Breaker 50A 25Ka	1			
171	Circuit Breaker 40A 25Ka	1			
172	Circuit Breaker 30A 25Ka	1			
	LT Single Phase Circuit Breaker				
173	Circuit Breaker 5 A S/P 6kA	1			
174	Circuit Breaker 10 A S/P 6kA	1			
175	Circuit Breaker 15 A S/P 6kA	1			
176	Circuit Breaker 20 A S/P 6kA	1			
177	Circuit Breaker 25 A S/P 6kA	1			
178	Circuit Breaker 30 A S/P 6kA	1			
179	Circuit Breaker 40 A S/P 6kA	1			
180	Circuit Breaker 50 A S/P 6kA	1			
181	Circuit Breaker 60 A S/P 6kA	1			
182	Circuit Breaker 70 A S/P 6kA	1			
183	Circuit Breaker 80 A S/P 6kA	1			
	Current Transformers				
184	Current Transformer 200/5 CL 1 Ring-60mm	1			
185	Current Transformer 300/5 CL1 Ring-60mm	1			
186	Current Transformer 500/5 CL1 Ring-60mm	1			
187	Current Transformer 800/5 CL1 Ring 80mm	1			

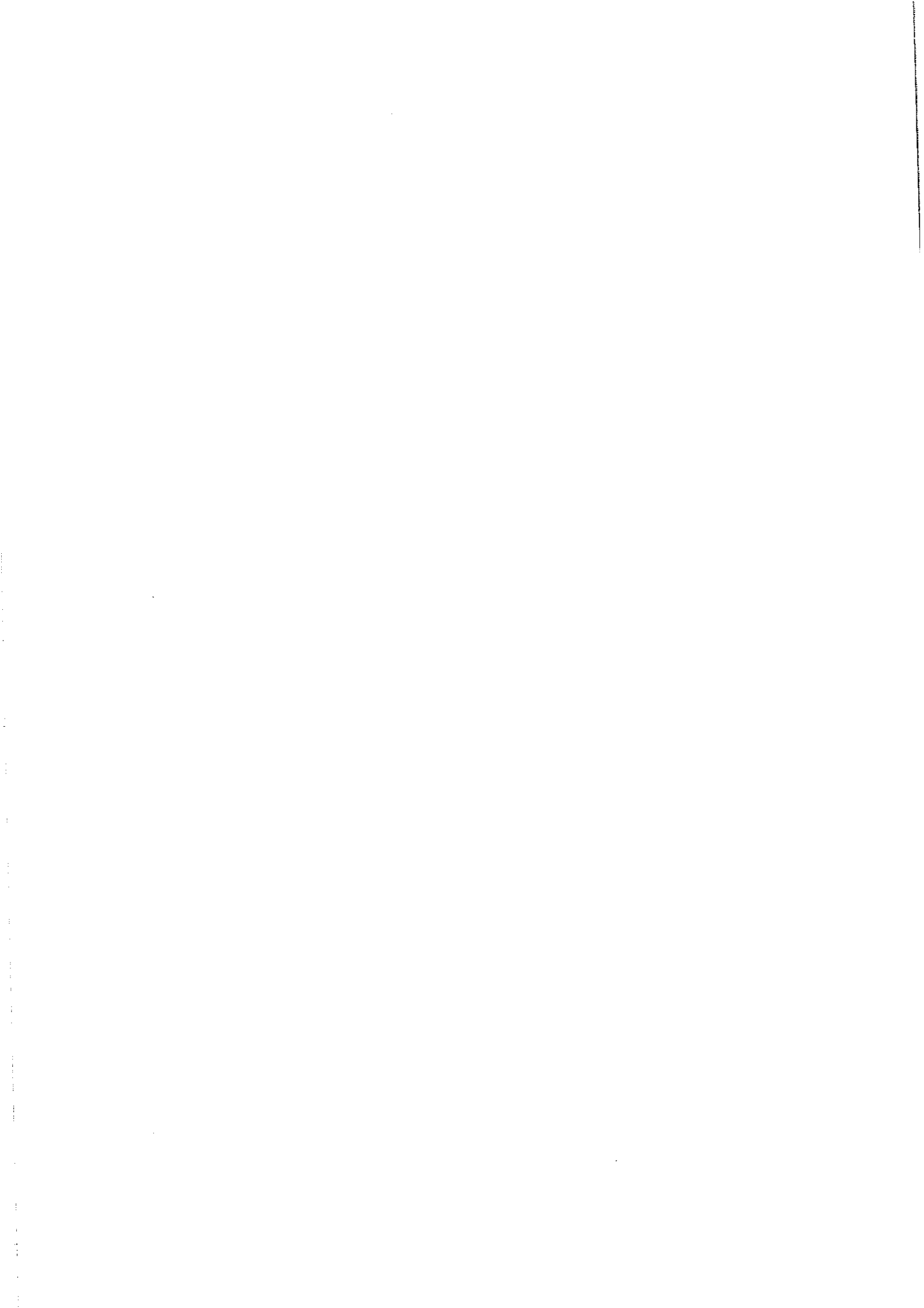
--	--	--	--	--	--

	Copper Lugs				
188	Lugs 2.5 X 4 (100)	1			
189	Lugs 2.5 X 5 (100)	1			
190	Lugs 2.5 X 6 (100)	1			
191	Lugs 4 X 6 (100)	1			
192	Lugs 6 X 6 (100)	1			
193	Lugs 10 X 6 (100)	1			
194	Lugs 10 X 10 (100)	1			
195	Lugs 10 X 12 (100)	1			
196	Lugs 12 X 6 (100)	1			
197	Lugs 16 X 6 (100)	1			
198	Lugs 16 X 8 (100)	1			
199	Lugs 16 X 10 (100)	1			
200	Lugs 16 X 12 (100)	1			
201	Lugs 16 X 16 (100)	1			
202	Lugs 25 X 16 (100)	1			
203	Lugs 25 X 8 (100)	1			
204	Lugs 25 X 10 (100)	1			
205	Lugs 25 X 12 (100)	1			
206	Lugs 35 X 6 (100)	1			
207	Lugs 35 X 10 (100)	1			
208	Lugs 35 X 12 (100)	1			
209	Lugs 35 X 16 (100)	1			
210	Lugs 50 X 12 (100)	1			
211	Lugs 50 X 10 (100)	1			
212	Lugs 50 X 16 (100)	1			
213	Lugs 70 X 10 (50)	1			
214	Lugs 70 X 12 (50)	1			
215	Lugs 70 X 16 (50)	1			
216	Lugs 70 X 25 (50)	1			
217	Lugs 95 X 10 (50)	1			
218	Lugs 95 X 12 (50)	1			
219	Lugs 95 X 16 (50)	1			
220	Lugs 120 X 16 (50)	1			
221	Lugs 150 X 16 (50)	1			
222	Lugs Aluminium 35mm X 12mm (50)	1			
223	Lugs Aluminium 70mm X 12mm (50)	1			
224	ABC Bi Metal LugsS 35mm ² x 12mm (50)	1			
225	ABC Bi Metal LugsS 50mm ² x 12mm (50)	1			
226	ABC Bi Metal LugsS 70mm ² x 16mm (50)	1			
	Copper Ferrules				
227	Ferrules 1.5 mm ² (100)	1			
228	Ferrules 2.5 mm ² (100)	1			
229	Ferrules 4 mm ² (100)	1			
230	Ferrules 6 mm ² (100)	1			

231	Ferrules 10 mm ² (100)	1			
232	Ferrules 16 mm ² (100)	1			
233	Ferrules 25 mm ² (100)	1			
234	Ferrules 35 mm ² (100)	1			
235	Ferrules 50 mm (100)	1			
236	Ferrules 70 mm ² (50)	1			
237	Ferrules 120mm (50)	1			
238	Ferrules Bi Metal 35m	1			
239	Ferrules Bi Metal 50m	1			
240	Ferrules Bi Metal 70m	1			



Cable Glands					
241	BW Gland NO 0	1			
242	BW Gland NO 1	1			
243	BW Gland NO 2	1			
244	BW Gland NO 3	1			
245	BW Gland NO 4	1			
246	BW Gland NO 5	1			
247	BW Shroud NO 0	1			
248	BW Shroud NO 1	1			
249	BW Shroud NO 2	1			
250	BW Shroud NO 3	1			
251	BW Shroud NO 4	1			
252	BW Shroud NO 5	1			
253	Shroud NO1 CCG PVC LONG	1			
254	Gland Compression NO 1	1			
LT Cable Joints					
255	Splicing Kit A5 (M5/P5)	1			
256	Splicing Kit 91-A4 (M4/P4)	1			
257	Splicing Kit 82-A3 (M3/P3)	1			
258	Splicing Kit 82-A2 (M2/P2)	1			
259	Splicing Kit 82- A1 (M1/P1)	1			
Danger Tape					
260	Danger Tape Roll Yellow	1			
261	Barrier Tape Roll - Red & White	1			
Insulation Tape					
262	Tape PVC Blue Nitto	1			
263	Tape PVC Black Nitto	1			
264	Tape PVC Red Nitto	1			
265	Tape PVC White Nitto	1			
Cable Ties					
266	Cable Ties 305X4.7mm BLK	1			
267	Cable Ties 395X7.8mm BLK	1			
268	Cable Ties 204X4.7mm BLK	1			
269	Cable Ties T50R 198X4.7mm BLK	1			
270	Cable Ties T120R 388X7.8mm BLK	1			



	Drill Bit Concrete				
271	Concrete Drill 6mm	1			
272	Concrete Drill 8mm	1			
273	Concrete Drill 10mm	1			
274	Concrete Drill 12mm	1			
275	Concrete Drill 14mm	1			
276	Concrete Drill 16mm	1			
277	Concrete Drill 18mm	1			
278	Concrete Drill 20mm	1			
279	Concrete Drill 22mm	1			
280	Concrete Drill 16mm x 250mm	1			
281	Concrete Drill 18mm x 250mm	1			
282	Concrete Drill 20mm x 250mm	1			
283	Concrete Drill 22mm x 250mm	1			
284	Eye Drive 6mm x 30mm	1			
285	Eye Drive 6mm x 65mm	1			
286	Eye Drive 8mm x 70mm	1			
	Steel Drill Bit Set				
287	1mm - 22mm Drill Set	1			
	General Material				
288	Geysers Thermostat 3000W (3kW)	1			
289	Rivet 3.8 x 18 Alum (100)	1			
290	Rivet 3.8 x 25 Alum (100)	1			
291	Rivet 4.8 x 18 Alum (100)	1			
292	Rivet 4.8 x 25 Alum (100)	1			
293	Knife Blades STANLEY (10)	1			
294	Cable Clip Round 8mm ² (100)	1			
295	Cable Clip Round 10mm ² (100)	1			
296	Cable Clip Flat 10mm (100)	1			
297	Strobelight LED Rotating Amber 12V-Plug In	1			
298	Anti Oxide Paste 500g	1			
299	Electrical Cleaner CRC 26/6 Aerosol Lube	1			
300	Electrical Cleaner 20L	1			
301	CRC Electrical Spray - Most Repel	1			
302	Contact Lubricant 100g Grease	1			
303	Padlock 60mm ² - Red, Blue & Yellow (Master) Set	1			
304	stove Plate 6" Solid	1			
305	Stove Plate 8" Solid	1			
306	Hasp and Staple 150mm	1			
307	Saddle 20mm - GALV (20)	1			
308	Saddle 25mm - GALV (20)	1			
309	Rotor Switch 3 Pole 60A with indication lights	1			
310	Rotor Switch 4 Pole 60A with indication lights	1			
311	U'Nails +/- 6mm Pack 1kg	1			

312	Electric Glue Gun -Meduim	1			
313	Glue Gun Glue stick	1			
314	Rivet Gun 230mm	1			
315	Butterfly Screws 6mm x 60mm	1			
316	Self tapping Screws 3.5mm x 20mm	1			
317	Self tapping Screws 3.5mm x 30mm	1			
318	Self tapping Screws 4.2mm x 20mm	1			
319	Self tapping Screws 4.2mm x 30mm	1			
320	Self tapping Screwa 4.8mm x 20mm	1			
321	Rubber Connector 10Amp	1			
322	Rubber Connector 16Amp	1			
323	Blades Hack Saw Blade 18 TEETH	1			
324	Blades Hack Saw Blade 24 TEETH	1			

PVC Tubing					
325	PVC 20mm Tube (Pipe)	1			
326	PVC 20mm 1 Way Draw Box	1			
327	PVC 20mm 2 Way Draw Box	1			
328	PVC 20mm 3Way Draw Box	1			
329	PVC 20mm 4Way Draw Box	1			
330	PVC 20mm Draw Box Covers	1			
331	M4 Screws x 35mm	1			
332	M5 Screws x 35mm	1			
333	PVC Contact Glue-250ml	1			
334	Nylon Draw Wire-Fish wire	1			
335	PVC Trunking 16mm x 25mm	1			
336	PVC Trunking 16mm x 40mm	1			
337	PVC Trunking 25mm x 25mm	1			
338	PVC Trunking 25mm x 40mm	1			
	Plugs				
339	Plugs Dubble 4 x 4	1			
340	Plugs Dubble 4 x 4 Cover with Screws	1			
341	Extention box 4 x 4 white - Steel	1			
342	Plug Single 2 x 4	1			
343	Plug Single 2 x 4 Cover with Screws	1			
344	Extention box 2 x 4 white - Steel	1			
345	Light Switch Single Lever 2 x 4	1			
346	Light Switch Single Lever Cover with screws	1			
347	Light Switch 2 Lever 2 x 4	1			
348	Light Switch 2 Lever Cover with screws	1			
349	Light Switch 3 Lever 2 x 4	1			
350	Light Switch 3 Lever Cover with Screws	1			
351	Light Pull Swicth On/Off	1			
352	Multi Plug-8Way + 3 x 2 Pin Adaptor	1			
353	Intermediate Switch lever	1			
354	Two-way Switch Lever	1			
	Meter Boxes				
	See Spec				
	Street Light Meter Box				
355	Three Phase Wired Meterbox Green cr3-12	1			
356	1 x 20-80Amp Three Phase Electonic Meter	1			
357	1 x 40Amp 6Ka Three Pole Circuit Breaker	1			
358	3 x 30Amp 6Ka Single Pole Circuit Breakers	1			
359	1 x 14Kw 110-230VABB Contactor	1			
360	1 x 5Amp 3Ka Day/Night By-Pass Circuit Breaker	1			
361	1 x 5Amp 3Ka Day/Night Circuit Breaker	1			
362	1 x 16Way Tufloonn Connector Block	1			
363	1 x 10Amp Mini Day/Night Switch	1			
364	2 x 75mm holes at bottom of Meter Box	1			



365	6mm Wiring Red,White,Blue and Black	1			
3651	All Meter Boxes must have a 12mm x 65mm full	1			
3652	threaded Galvanised bolt, 4 x Nuts, 4 x washers,	1			
3653	and 1 x Spring washer	1			



3654	Deul(Two Phase) Meterbox Green cr3-12 See Spec	1			
366	2 x 20-80 Amp Single Phase Prepaid meters	1			
367	2 x 40 Amp 6Ka Single Pole Circuit Breaker	1			
368	4 x 8mm LT insulator (red,white,blue,black) install in	1			
3681	middle of Meter box.	1			
369	2 x 95mm holes at bottom of Meter Box	1			
	All Meter Boxes must have a 12mm x 65mm full	1			
	threaded Galvanized bolt, 4 x Nuts, 4 x washers,	1			
	and 1 x Spring washer	1			
	Three Phase Meterbox Green cr3-12 See Spec	1			
370	1 x 20-80 Amp Three Phase Prepaid Meter	1			
371	1 x 40 Amp 6 Ka Three Pole Circuit Breaker	1			
372	4 x 8mm LT insulator (red,white,blue,black) install in	1			
	middle of Meter box.	1			
373	2 x 95mm holes at bottom of Meter Box	1			
	All Meter Boxes must have a 12mm x 65mm full	1			
	threaded Galvanized bolt, 4 x Nuts, 4 x washers,	1			
	and 1 x Spring washer	1			
	Loopbox Orange cr3-12 See Spec	1			
374	4 x 8mm LT insulator (red,white,blue,black) install in	1			
	middle of Meter box.	1			
375	2 x 95mm holes at bottom of Meter Box	1			
	All Meter Boxes must have a 12mm x 65mm full	1			
	threaded Galvanized bolt, 4 x Nuts, 4 x washers,	1			
	and 1 x Spring washer	1			
	Breaker Loopbox Orange cr3-12 See Spec	1			
376	1 x 250 Amp/ 25Ka Three Pole Circuit Breaker	1			
377	2 x 95mm holes at bottom of Meter Box	1			
	All Meter Boxes must have a 12mm x 65mm full	1			
	threaded Galvanized bolt, 4 x Nuts, 4 x washers,	1			
	and 1 x Spring washer	1			
	Post Top LED				
378	LED 55Watt 4000 Kelvin Optic 2800 MBG/PT	1			
	Spot Light LED				
379	Spot Light 30 Watt LED	1			
380	Spot Light 50 Watt LED	1			
381	Spot Light 150 Watt LED	1			



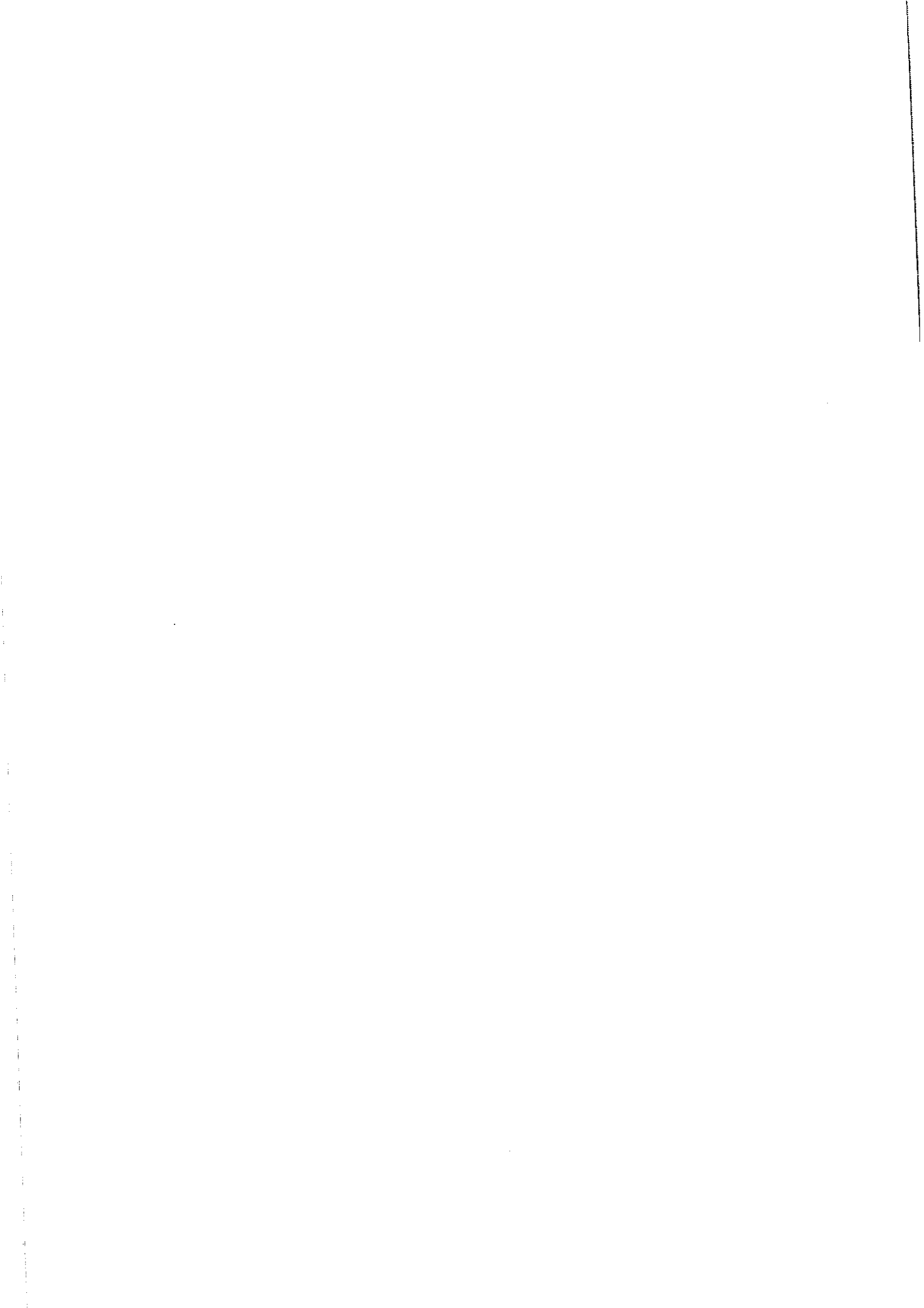
	High Mast Lights - 1000 Watt			
382	Maxi 450Watt LED Fitting	1		
	Spot light (Flood) 400Watt	1		
383	Midi 216Watt LED	1		
	Spot Light (Flood) 250 Watt			
384	130Watt LED	1		
	Street Light 70 Watt HPS			
385	55 Watt LED Light Fitting	1		
	Street Light 250 Watt HPS			
386	142 Watt LED Light Fitting	1		
	Post Top Fittings			
387	LED 55Watt Post Top Light Fitting	1		
388	Bay - LED	1		
	Florescent LED Fittings			
389	2 Ft Duble Fitting	1		
390	2 Ft Single Fitting	1		
391	4 Ft Duble Fitting	1		
392	4 Ft Single Fitting	1		
393	5 Ft Duble Fitting	1		
394	5 Ft Single Fitting	1		
	Florescent LED Tubes			
395	2 Ft LED Tubes	1		
396	4 Ft LED Tubes	1		
397	5 Ft LED Tubes	1		
398	FLT 5-28 4000K	1		
		1		
	Street Light Pole			
399	9M Fibre Glass Post Top Pole Complete-Green	1		
400	11M Steal Street light Pole-Galvanized	1		
401	20M Scissor Steal Street Light Pole-Galvanized with	1		
402	4 x 450 Watt Omini Max Spot Light	1		
403	Spigot -1-Way	1		
404	Spigot -2-Way	1		
405	Spigot -3-Way	1		
406	Spigot -4-Way	1		
		1		
	Contactors			
407	Contactor 18A 7.5kW 110-250V	1		
408	Contactor 25A 11kW 110Volts - 250Volts	1		

409	Contactora 60A 22kW 110Volts - 250Volts	1			
410	Day Night Switch 25A National	1			
411	Day Night Switch 10A Mini 20mm National	1			
	Light- General Material				
412	Streetlight Bracket Short-T	1			
413	Lamp LED DIC 3W 230V GU10	1			
414	Energy Saver Lamp 20W ES	1			
415	Energy Saver Lamp 20W BC	1			
416	Energy Saver Lamp 18W/840/2P	1			
417	Energy Saver Lamp 18W/840/4P	1			
418	Energy Saver Lamp 9W/840/2P	1			
	Meter Prepaid				
419	Prepaid Meter Single Phase 230 V	1			
420	Prepaid Meter Three Phase 400 V	1			
421	Prepaid Key Pad	1			
	Conventional Meter				
422	20-80 Amp Single Phase Meter 230 V	1			
423	20-100 Amp Three Phase Meter 400 V	1			
424	Meter 1700A Elster	1			
	Conventional Electronic Meter				
425	Single Phase 20-80Amp Meter	1			
426	Three Phase 20-80Amp Meter	1			
427	Energy Saver Lamp 20W BC	1			
428	Energy Saver Lamp 18W/840/2P	1			
429	Energy Saver Lamp 18W/840/4P	1			
430	Energy Saver Lamp 9W/840/2P	1			
	Meter Prepaid				
431	Prepaid Meter Single Phase 230 V	1			
432	Prepaid Meter Three Phase 400 V	1			
433	Prepaid Key Pad	1			
	Conventional Meter				
434	20-80 Amp Single Phase Meter 230 V	1			
435	20-100 Amp Three Phase Meter 400 V	1			
436	Meter 1700A Elster	1			
	Conventional Electronic Meter				
437	Single Phase 20-80Amp Meter	1			
438	Three Phase 20-80Amp Meter	1			

	Florescent Lights				
439	Flourescent Tube 5 FT LED	1			
440	Flourescent fitting 5FT LED Double	1			
441	Flourescent fitting 4FT LED Double	1			
	HT Materials				
442	Pole Top Make Off 7/3.35	1			
443	Pole Top make Off 19/2.65	1			
444	Silicone Rubber Tape 11kV	1			
445	Strain Clamp ABC	1			
446	Strain Clamp Airdac	1			
447	Insulatio Piercing Connectors 25-95	1			
448	Washer Brass 15mm (100)	1			
449	Washer Brass 20mm (100)	1			
450	Washer Square Curved M16 (100)	1			
451	Washer Square Curved M20 (100)	1			
452	Washer Round M16 (100)	1			
453	Washer Round M20 (100)	1			
454	Spring Washer M16 (100)	1			
455	Spring Washer M20 (100)	1			
456	Hex Nuts M16 HDG (100)	1			
457	Hex Nuts M20 HDG (100)	1			
458	Cut Out Fuse Tube 11KV	1			
459	Cut Out Fuse Tube 33KV	1			
460	Crosby Clamp 8mm ²	1			
461	Crosby Clamp 10mm ²	1			
462	Crosby Clamp 12mm ²	1			
463	Cross Arms 2.4m 33KV (Wood)	1			
464	Cross Arms 2m (GALV)	1			
465	Cross Arm 1.8m (GALV)	1			
466	Cross Arm 1.3m (GALV)	1			
467	Cross Arm Brace (For 1.3m Cross Arm)	1			
468	Adjustable Stay Rods M16 X 1.8m C/W Base Plate	1			
469	Adjustable Stay Rods M20 X 2.4m C/W Base Plate	1			
470	Stay Base Plate 380 X 380 X 6mm ²	1			
471	Stay Base Plate 450 X 450 X 6mm ²	1			
472	Earth Spike Copper M16 X 1,5m	1			
473	Cross Arm Treated 4.5m Wood	1			
474	Cross Arm Treated 2.1m WOOD	1			
475	Guy Strain Insulator 11kV	1			
476	Guy Strain Insulator 33kV	1			
477	Buckles 304SS 19mm ² (100)	1			
478	Strapping 304SS 19mm ² (30m)	1			
479	Fuse Holder 160A + Indicat LV ABC Cable	1			
480	Pole Top Bracket	1			



	LV Protection				
481	Mosdorf fuse Holder				
482	Mosdorf fuse 160A	1			
483	Mosdorf Fuse 80A	1			
484	L Bracket	1			
		1			
	AMOUNT EXCLUDING				
	VAT				
	TOTAL UNIT BASED INCLUDING VAT				



LIST OF RETURNABLE DOCUMENTS

SCM List of returnable:

1. Company registration certificate (C.K certificate)
2. Proof of SARS Tax pin (for all companies in case of a Joint Venture)
3. In case of a Joint venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached (if applicable).
4. Certified ID copies of all directors/member/shareholders of the company (for all companies in case of a Joint Venture)
5. Recent proof of payment for municipal rates and taxes or municipal services charges owed by that bidder or any of its directors to the Municipality which are not in arrears for not more than three months in line with regulation no.38 of the Municipal Supply Chain Management Regulations/ recent and original proof of residence from Traditional Authority or Induna in case where business is located in a non-ratable area / valid lease agreement signed between the Lessor and the Lessee(Bidder).
6. Company Profile or schedule indicating bidder's experiences (for all companies in case of Joint Venture)
7. Written quotation according to the specification with clear price breakdowns on company's letterhead.
8. The Bidders must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.
9. Attach Proof of Purchase (Receipt or Proof of payment)

NB: The evaluation of the bid will be conducted in one stage,80/20 Preference point scoring system, where 80 points will be allocated for price only and 20 points will be allocated based on the specific goals points scored.

Attach Company registration certificate and certified ID copy of the director as proof of Specific goals (10 points Black owned and 10 points black Women)

Bidders shall take note of the following bid conditions:

1. Specific goals in terms of the Preferential procurement regulations 2022 will apply on this bid.
2. Council reserves the right to negotiate further conditions in terms of SCM regulation 24 with the successful bidder.
3. Council reserves the right not to appoint.
4. No bidder will be appointed if not registered on Central Supplier Database.
5. Late, incomplete, unsigned, faxed, or emailed bids will not be accepted.

NB: Certification on the documents should not be older than Six months.

MBD FORMS



PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)			
BID NUMBER:		CLOSING DATE:	CLOSING TIME:
DESCRIPTION			
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).			
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)			

SUPPLIER INFORMATION			
NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
FACSIMILE NUMBER	CODE	NUMBER	
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			
TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]			
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	SCM UNIT	CONTACT PERSON	CHABALALA GT
CONTACT PERSON	Ramafalo P	TELEPHONE NUMBER	066 156 3306
TELEPHONE NUMBER	087 086 7491	FACSIMILE NUMBER	015 309 9419
FACSIMILE NUMBER	015 309 9419	E-MAIL ADDRESS	Thomasc@glm.gov.za
E-MAIL ADDRESS	Portiak@glm.gov.za		



PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

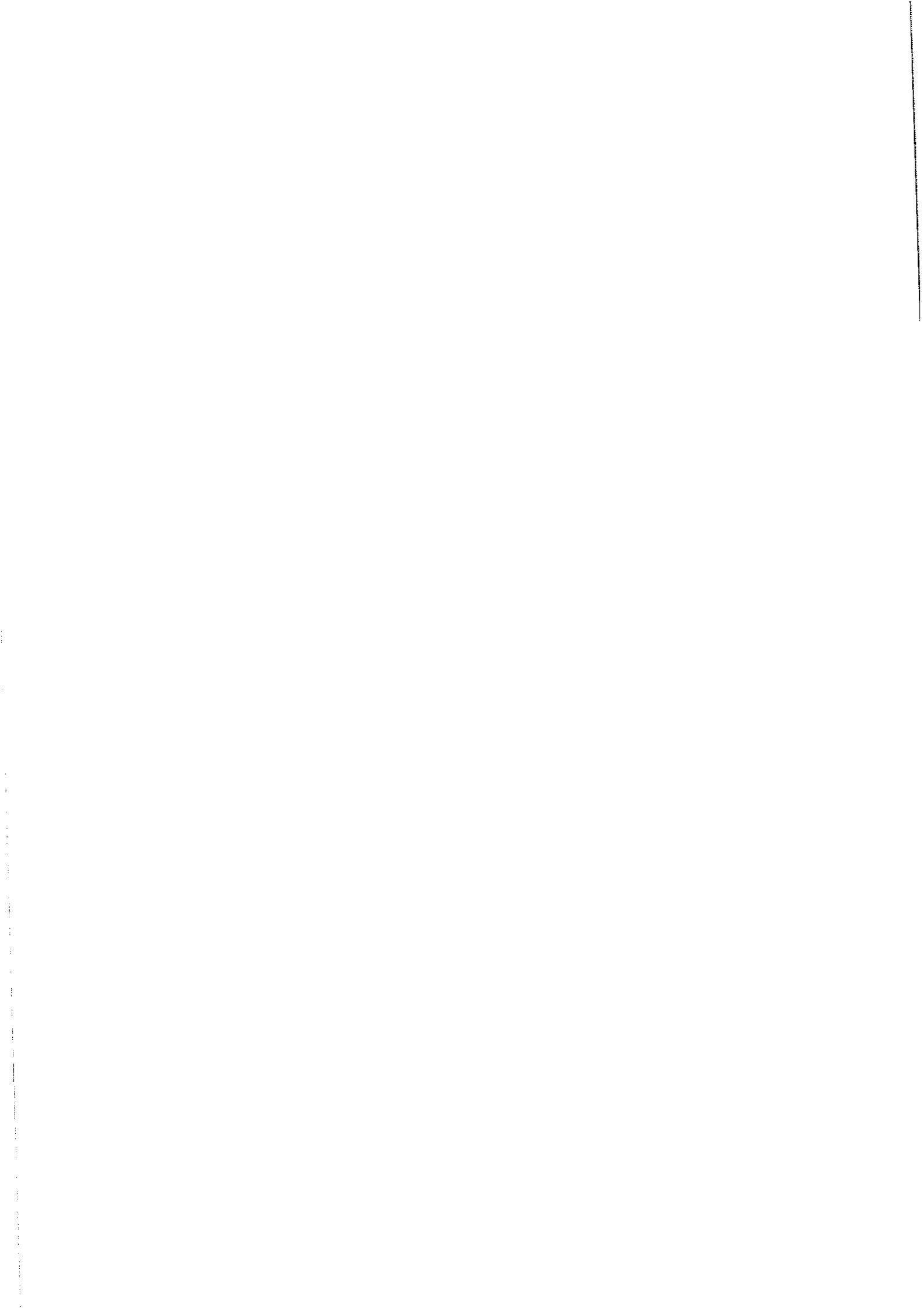
.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

DATE:

.....



PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

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

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

Name of Bidder.....	Bid Number.....
Closing Time	Closing Date

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	--

- Required by:
- At:
- Brand and Model
- Country of Origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/Not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

**PRICING SCHEDULE – NON-FIRM PRICES
(PURCHASES)**

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

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

Name of Bidder.....	Bid
number.....	
Closing Time	Closing Date
.....	

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY *(ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- Delivery: *Firm/Not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.
*Delete if not applicable





B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

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

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

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional Institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

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

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

2.7.1 If so, furnish the following particulars:
Name of person / director / trustee / shareholder/ member:
Name of state institution at which you or the person connected to the bidder is employed :
Position occupied in the state institution:

Any other particulars:
.....
.....
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

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

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

2.8.1 If so, furnish particulars:
.....
.....
.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.
.....
.....
.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between **YES/NO**



4 DECLARATION

I, THE UNDERSIGNED (NAME)
CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION
PROVE TO BE FALSE.

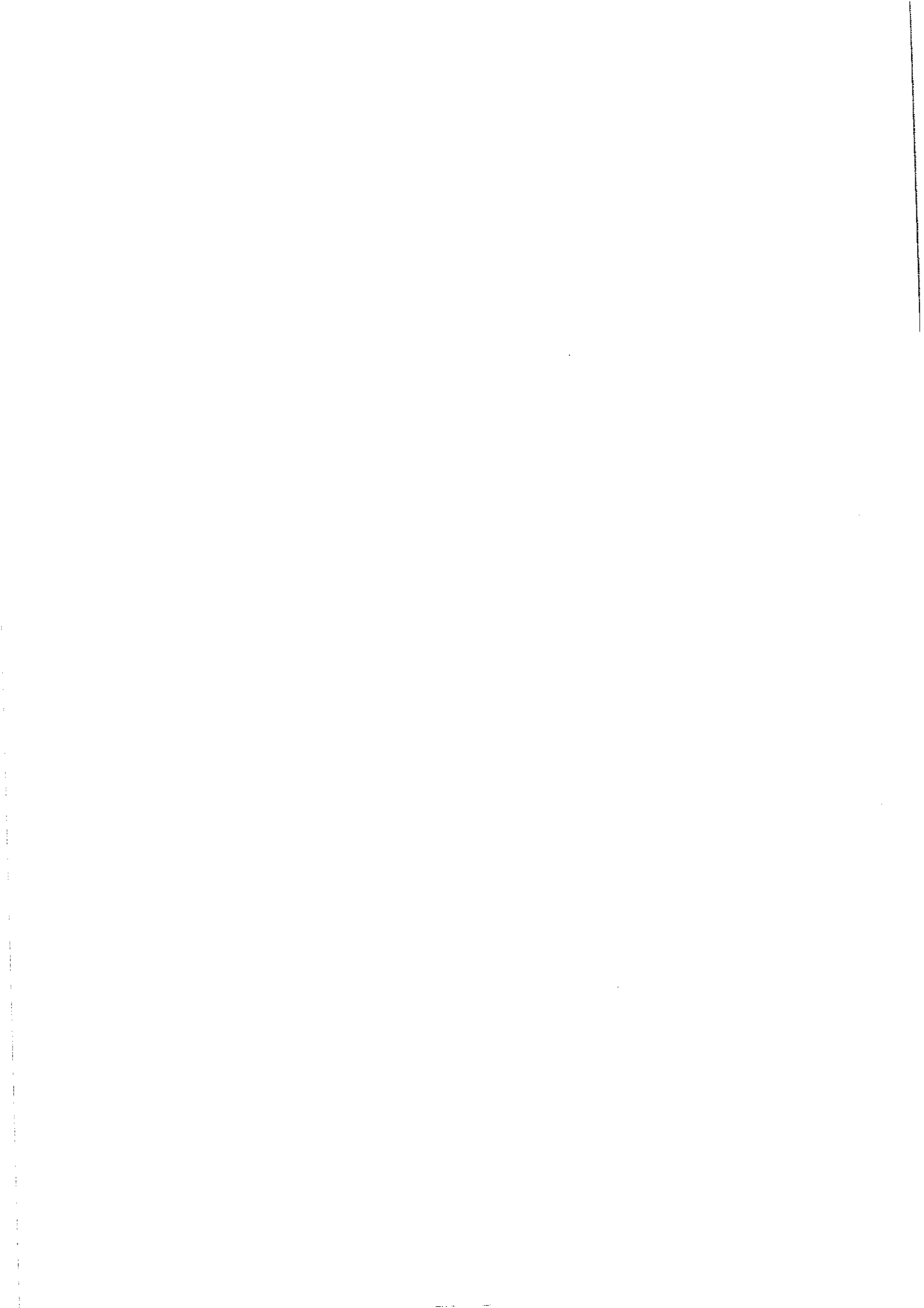
.....
Signature

.....
Date

.....
Position

.....
Name of bidder

.....



MBD 6.1

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100



- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

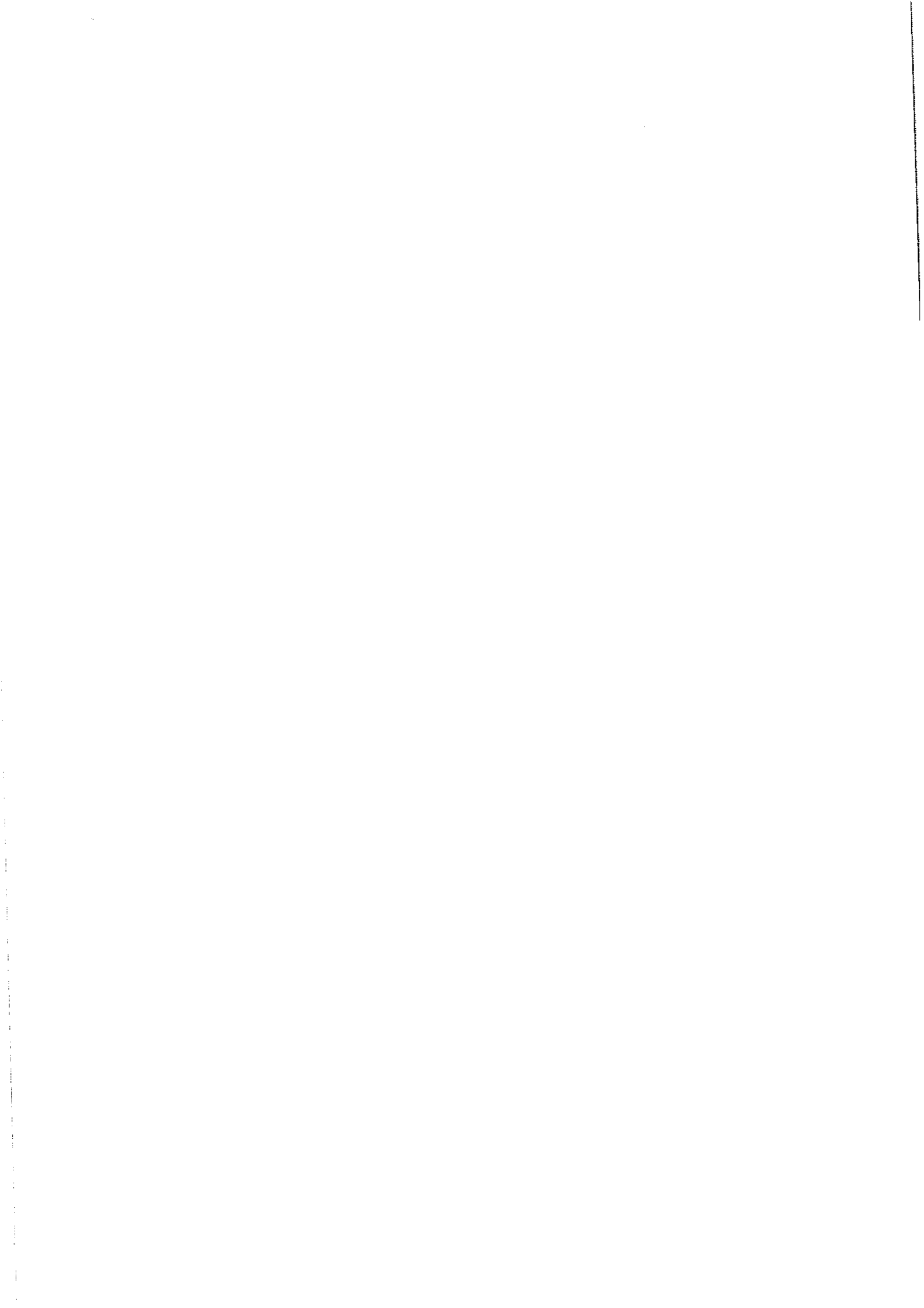
3.1.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender



3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

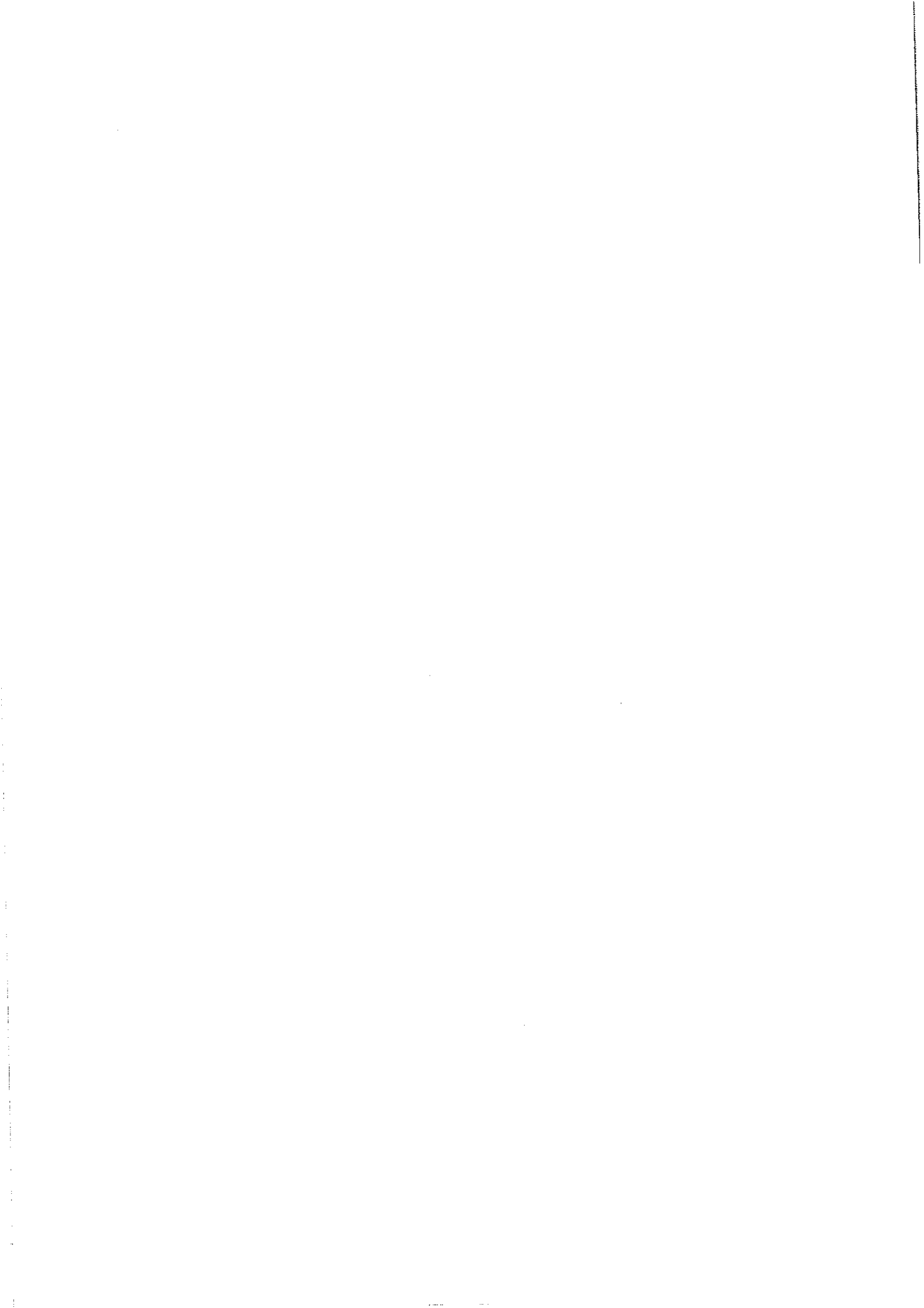


Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

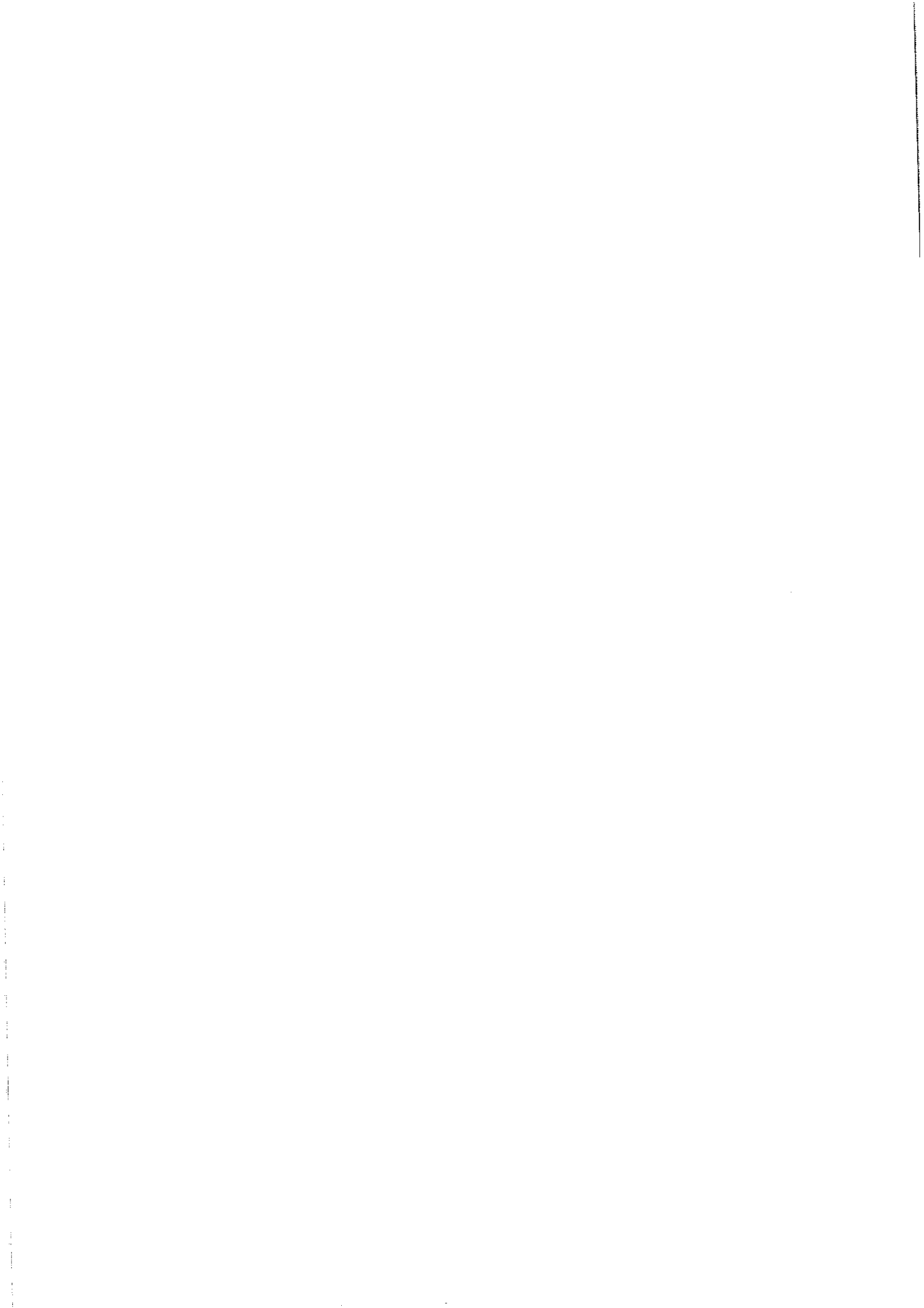
PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
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 fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number dated..... for the supply of goods/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)

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

SIGNED AT ON.....

NAME (PRINT)

SIGNATURE

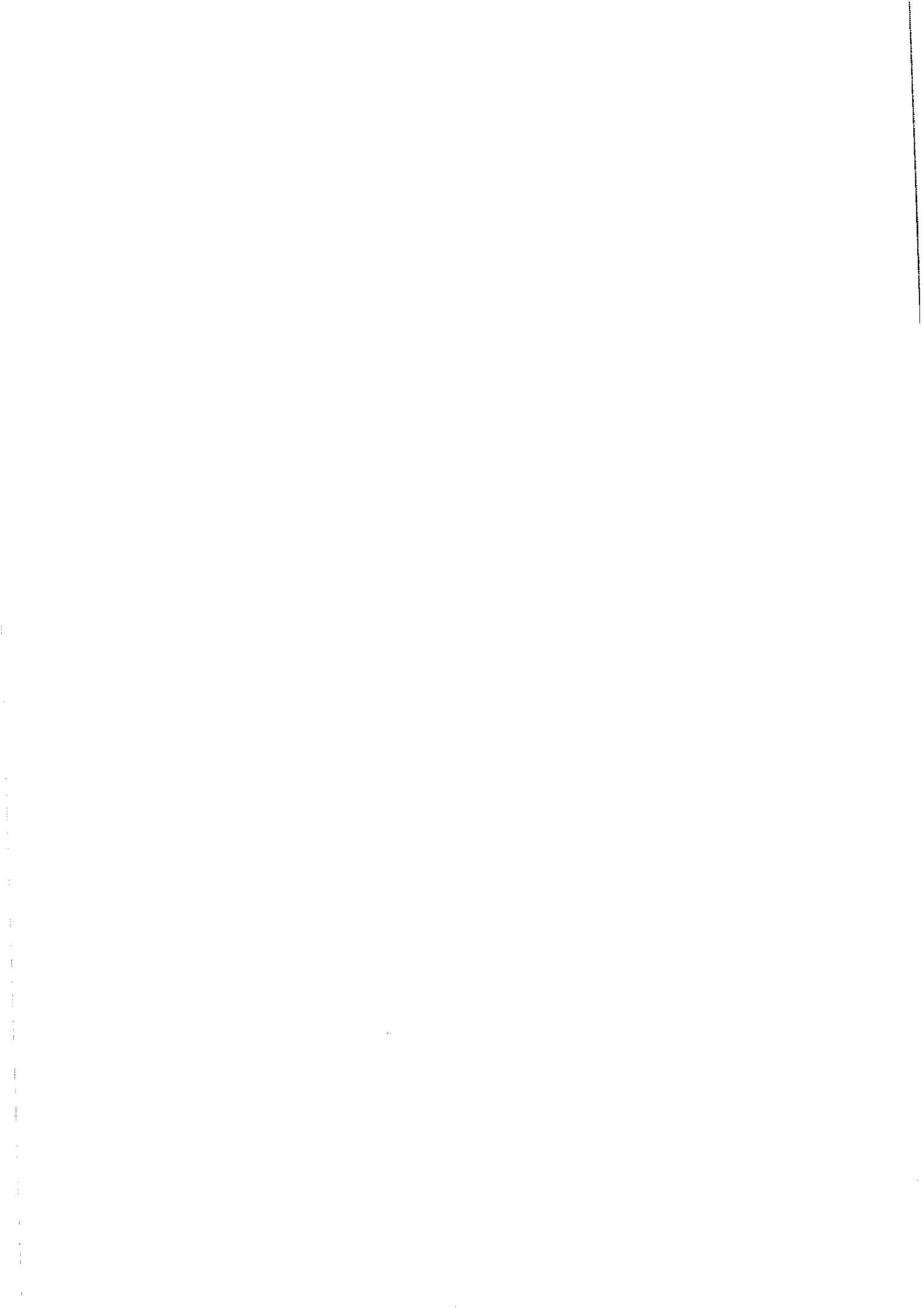
OFFICIAL STAMP

WITNESSES

1.

2.

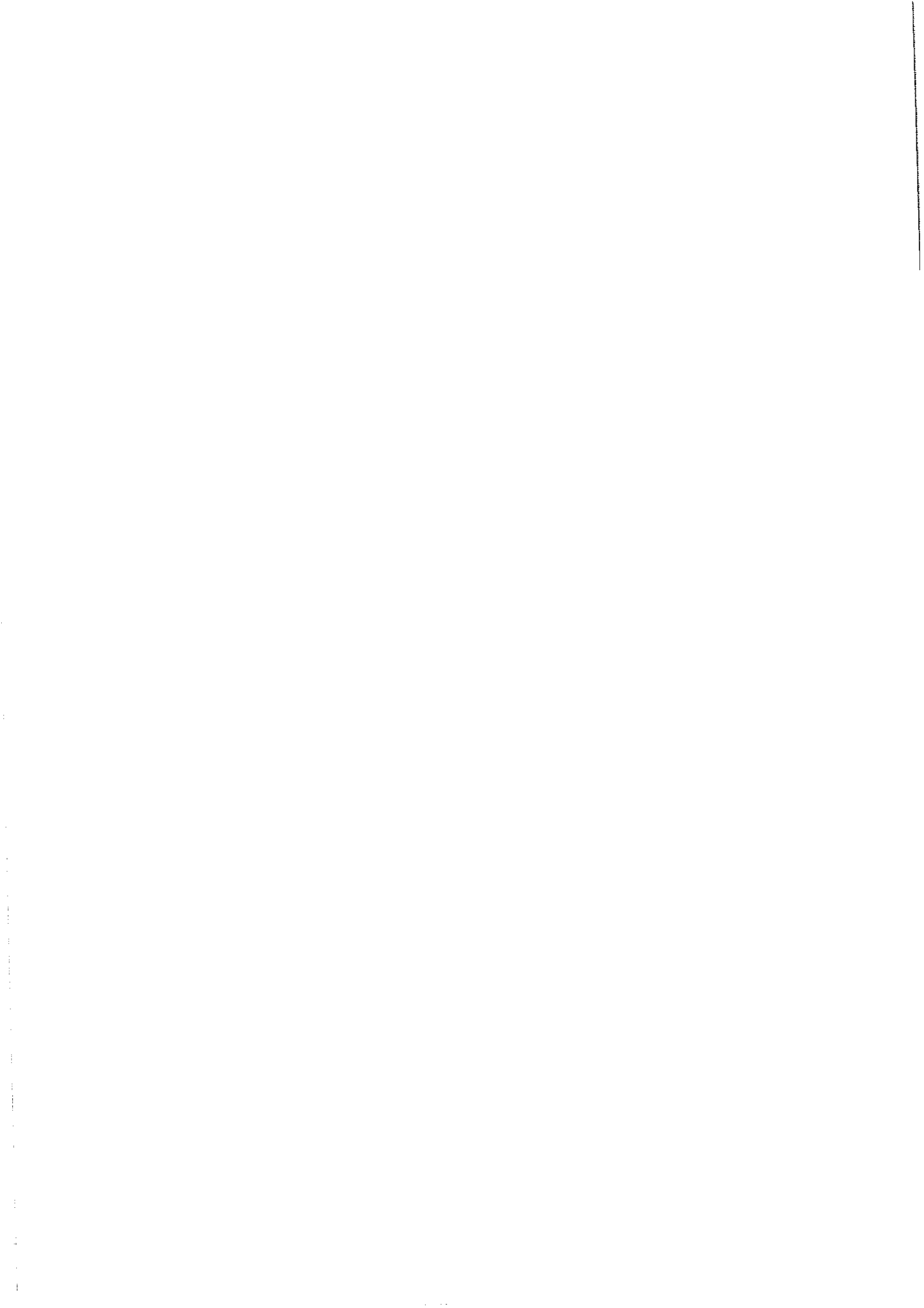
DATE



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		



4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? or Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	er or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

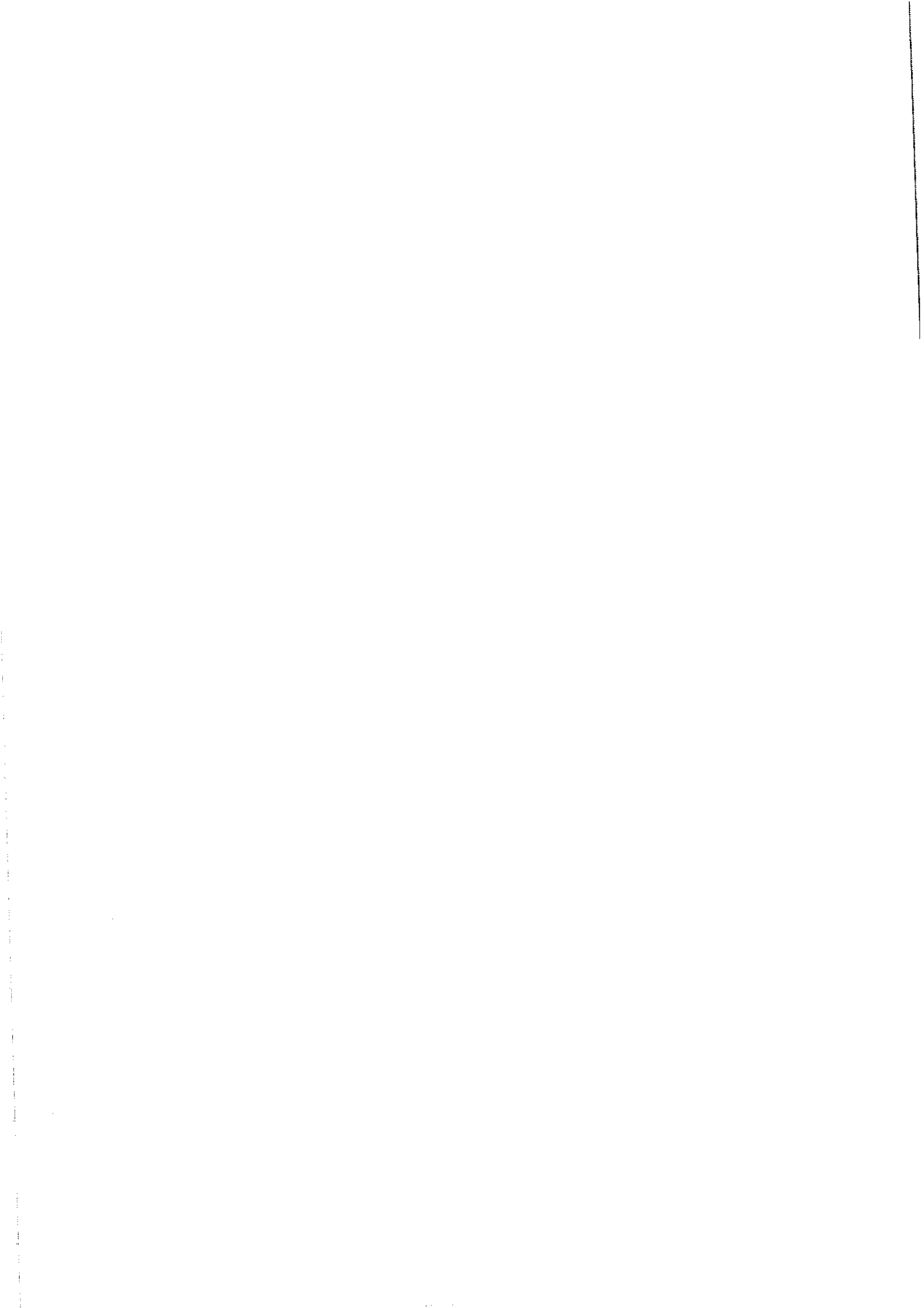
CERTIFICATE OF INDEPENDENT BID DETERMINATION

MBD 9

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ 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).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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



CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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



6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

TERMS AND CONDITIONS



TERMS AND CONDITIONS

CONDITIONS AND UNDERTAKINGS BY BIDDERS IN RESPECT OF THE GREATER LETABA MUNICIPALITY

1. Propriety Information:

Greater Letaba Municipality considers this Tender and all related information, either written or verbal, which is provided to the respondent, to be propriety to GREATER LETABA MUNICIPALITY. It shall be kept confidential by the respondent and its officers, employees, agents and representatives. The respondent shall not disclose, publish, or advertise this specification or related information in part or as a whole to any third party without the prior written consent of GREATER LETABA MUNICIPALITY.

2. Enquiries

All communications and attempts to solicit information of any kind relative to this Notice should be channeled to names provided below:

Contact person: (all questions should be directed to the person mentioned).

Telephone Number: 066 156 3306

Fax number: 015 309 9419

Contact Person: CHABALALA GT

3. Medium of Communication

All the documentation submitted in response to this bid must be in English.

4. Verification of Documents

Bidders should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the Greater Letaba Municipality in regard to anything arising from the fact that pages are missing or duplicated.

5. Validity period

Responses to this bid received from Bidders will be valid for a period of 90 days counted from the closing date of the bid.

6. Submission of Bids

6.1 Bids should be submitted in a sealed envelope endorsed, "Project Name" and the number of bid bidding on. The sealed envelope must be placed in the bid box

at the Main Reception area of the Greater Letaba Municipality by no later than 12H00 on the Closing date.

6.2 The closing date, company name and the return address must be endorsed on the envelope.

6.3 If a courier service company is being used for delivery of the bid document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered into the bid box.

6.4 No bid received by telegram, telex, email, facsimile or similar medium will be considered.

6.5 Where a bid document is not in the bid box at the time of the bid closing, such a bid document will be regarded as a late bid. Late bids will not be considered.

6.6 Amended bids may be sent in an envelope marked "amendment to bid" and should be placed in the bid box before the closing time.

6.7 The bidder is responsible for all the cost that they shall incur related to the preparation and submission of the bid document.

6.8 A list of all references (minimum of 3) with contact details must be included in the bid document.

6.9 A valid tax clearance certificate, Company Profile (experience) and Company Registration Certificate must be included in the bid document.

6.10 Kindly note that the Greater Letaba Municipality is entitled to amend any bid conditions, validity period, specifications, or extend the closing date of bids before the closing date. All bidders, to whom the bid documents have been issued, will be advised in writing of such amendments in good time.

6.11 The Greater Letaba Municipality reserves the right not to accept the lowest bid or any bid in part or in whole. It normally awards the contract to the bidder who proves to be fully capable of handling the contract and whose bid is technically acceptable and/or financially advantageous to the Greater Letaba Municipality.

6.12 The Greater Letaba Municipality also reserves the right to award this bid to a purely empowerment company or may award this bid on condition that a joint venture with an empowerment company is formed. This will be added to the criteria when evaluating.



6.13 The Greater Letaba Municipality also reserves the right to award this bid as a whole or in part without furnishing reasons.

6.14 The bidder hereby offers to render all or any of the services described in the attached documents to the Greater Letaba Municipality on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this Proposal at the prices inserted therein).

6.15 Bids submitted by companies must be signed by a person or persons duly authorized thereto by a resolution of a Board of Directors, a copy of which Resolution, duly certified be submitted with the bid.

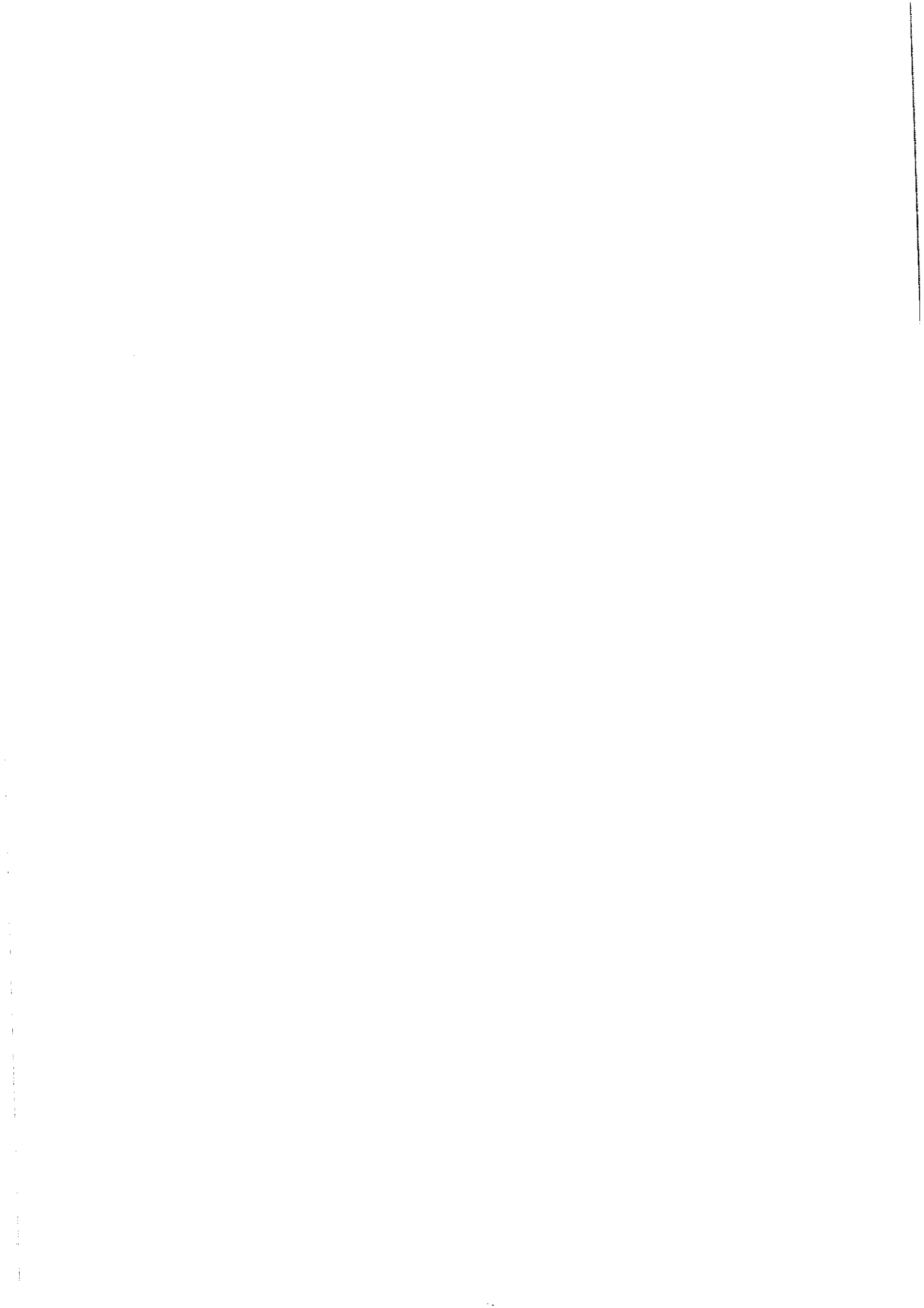
6.16 The bidder hereby agree that the offer herein shall remain binding upon him/her and receptive for acceptance by the Greater Letaba Municipality during the validity period indicated and calculated from the closing hour and date of the bid; this Proposal and its acceptance shall be subject to the terms and conditions contained in this bid document.

6.17 The bidder furthermore confirm that he/she has satisfied himself/herself as to the correctness and validity of his/her bid response that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid response documents and that the price(s) and rate(s) cover all his/her obligations under a resulting contract and that he/she accept that any mistakes regarding price(s) and calculations will be at his/her risk.

6.18 The bidder hereby accepts full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on hi/her under this agreement as the principal(s) liable for the fulfillment of this contract.

6.19 All companies that have registered for VAT should indicate in the bid document as to whether the price is inclusive or exclusive of VAT.

GENERAL CONDITIONS OF CONTRACT



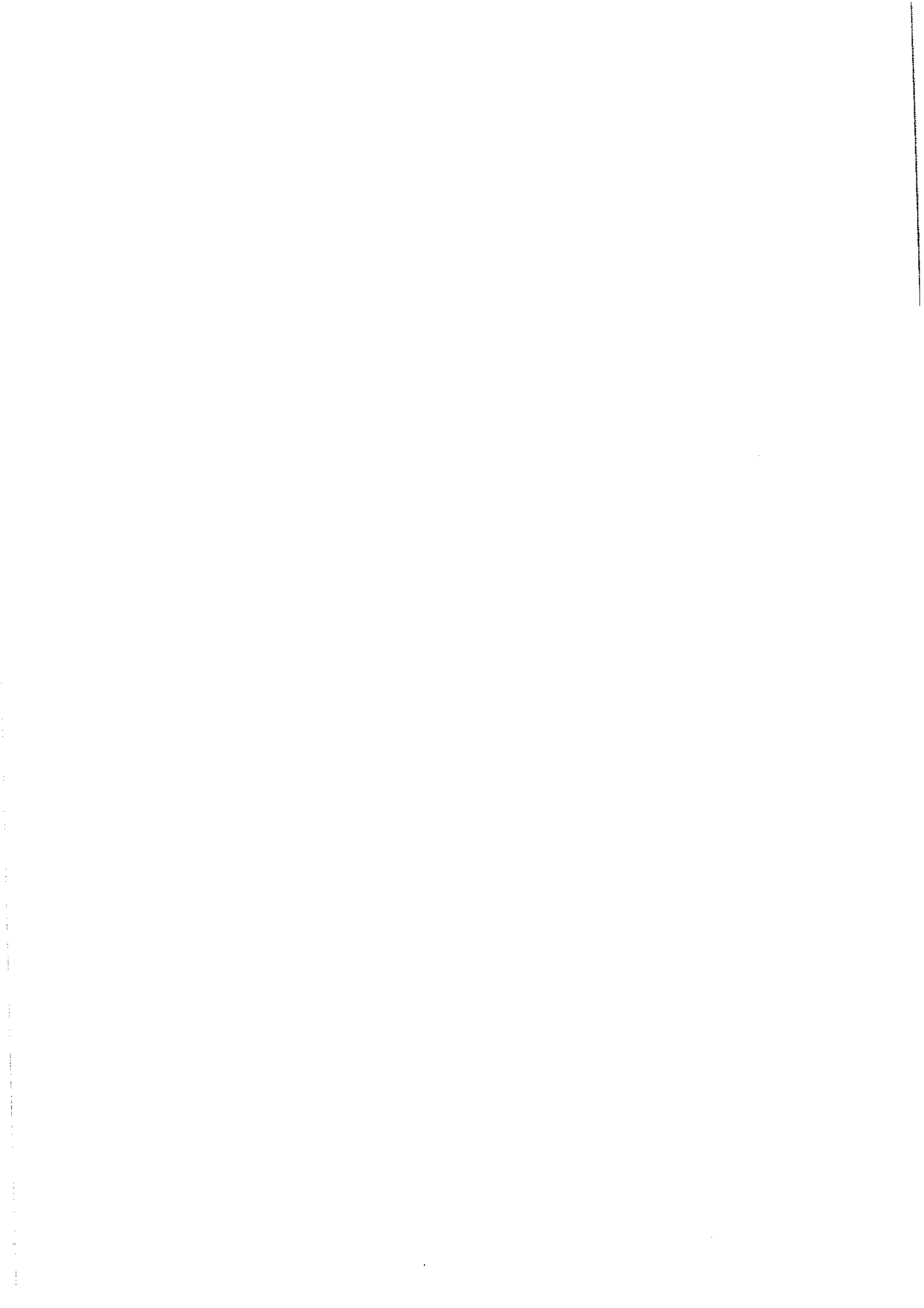
THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010



GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

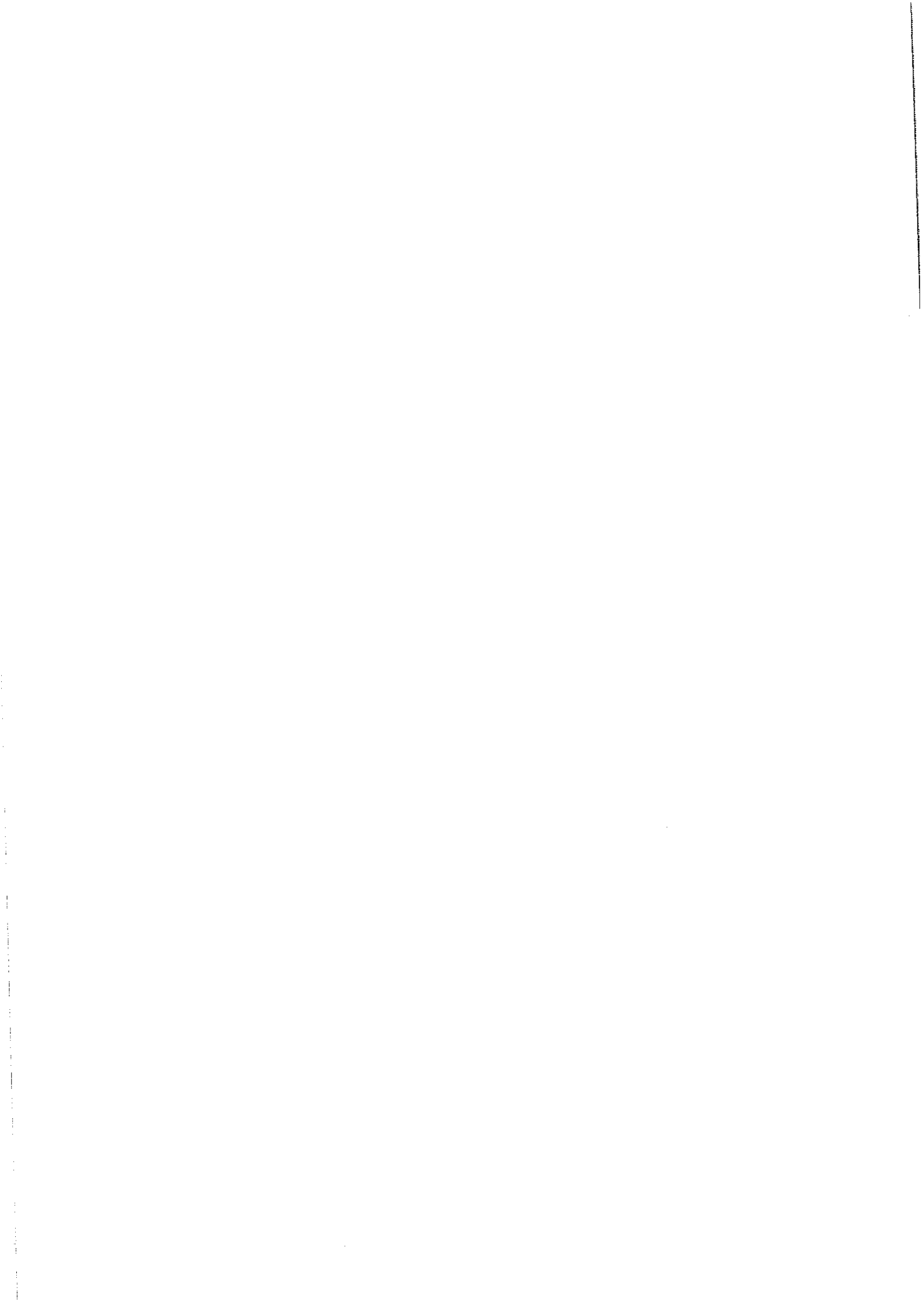


TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices



General Conditions of Contract

1. Definitions

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

RSA.

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



obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

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

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

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

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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



7. Performance security

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

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or



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

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;



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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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



may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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



- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 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 the Competition Act No. 89 of 1998.



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

