

Greater Letaba Municipality

TENDER NUMBER

018/2025



GREATER LETABA MUNICIPALITY

*Panel of electrical electrical engineering service
contractors for a period of 03 years.*

TOTAL PRICE:

VAT R.....

GRAND TOTAL R.....

Name of the Bidder and /or Company

.....



GREATER LETABA MUNICIPALITY

NAME OF PROJECT: Panel of electrical electrical engineering
service contractors for a period of 03 years.

BID NUMBER: ~~TENDER NUMBER~~ 018/2025

CLOSING DATE: 03 APRIL 2025

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	Date for Compulsory Briefing Session	Cidb Grading	Point scoring system	Publication date	Closing date	Non-refundable amount (VAT inclusive)	Contact persons for technical queries.
GLM018/2025	Panel of electrical engineering service contractors for a period of 03 years	10 March 2025@ Modjadjiskloof Library @11:00	3EP or Higher	80-Pricing 20-Specific goals	3 March 2025	3 April 2025	R1258.80	Chabalala GT (066) 252 3101
GLM019/2025	Panel of professional service providers for Finance (Budget & Treasury) department for the period of three (3) years	N/A	N/A	80-Pricing 20-Specific goals	3 March 2025	3 April 2025	R1258.80	Sesene AN (083) 696 3970
GLM020/2025	Panel of service providers for Preventative Maintenance of Gravel and Surface Road to be appointed on as and when required basis for a period of three (3) years	10 March 2025@ Modjadjiskloof Library @11:00	4CE or Higher	80-Pricing 20-Specific goals	3 March 2025	3 April 2025	R2098.00	Mahlobogane T (0660 156 3205

Bid document with tender number GLM019/2025 will be obtainable as from 4 March 2025 and bid documents for GLM018/2025 and GLM020/2025 will be obtainable from 10 March 2025 after briefing sessions at Greater Letaba Municipality and on the municipal website. Payment methods for the bid documents 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 Mr Modjadji KLM at 087 086 7503 at Greater Letaba Municipality.

Sewape MO

Municipal Manager

SPECIFICATION



GREATER LETABA MUNICIPALITY

PANEL OF ELECTRICAL ENGINEERING SERVICES CONTRACTORS

FOR A PERIOD OF 03 YEARS

CONTRACT No. GLM018/2025

Bid specification.

1. GENERAL INFORMATION TO PROPOSERS

1.1 BACKGROUND INFORMATION

- 1.1.1 Greater Letaba Municipality (GLM) is a licensed distributor in terms of the Electricity Regulation Act No. 4 of 2006.
- 1.1.2 The municipality is one of the largest non-Eskom distributors (in terms of the distribution area size) in the country.
- 1.1.3 The municipality currently distributes electricity to an area which is approximately 3,500 km².
- 1.1.4 Electricity is currently being distributed to areas including Modjadiskloof and the areas in between and surrounding these areas.
- 1.1.5 Distribution in all the farming areas outside towns is through wooden overhead power lines.
- 1.1.6 The bulk of end-consumer points is through 11000/240 V, 11000/400 V and

33000/400 transformers.

1.2 NATURE AND SIZE OF WORK.

- 1.2.1 The work entails provision of electrical contracting services on an as-and-when needed basis.
- 1.2.2 The services required shall include the following fields in electrical contracting services:
- 1.2.3 The above list is not exhaustive and contractors may provide more contracting fields within their capabilities and expertise.
- 1.2.4 For each on-call service request, the contractor and Greater Letaba Municipality will agree upon the scope and cost for the required work or project.
- 1.2.5 Emergency work will also be provided in terms of the prevailing rates determined by the Greater Letaba Municipality and agreed between parties.

NB: A maximum of three options can be selected per service provider. With one (1) representing the most preferred option and three (3) representing the least preferred option.

FUNCTIONALITY CRITERIA

NO	DESCRIPTION	CIDB	MINIMUM GRADING REQUIRED	MANDATORY QUALIFICATION	RATE CIDB GRADING
					CIDB RATING
a	Electrification	EP	2	ORHVS HVO4. Key Personnel. Qualification & Plant & Equipment. CIDB EP 2	
b	Substation & Mini Subs (Installation & Maintenance)	EP	1	ORHVS HVO3. Key Personnel. Qualification & Plant & Equipment CIDB EP 1	
c	Vegetation Control	EP	1	HVO2. Key Personnel. Qualification & Plant & Equipment CIDB EP 1	
d	HV and MV lines and cables	EP	2	ORHVS HVO4. Key Personnel. Qualification & Plant & Equipment CIDB EP 2	
e	LV network, Streetlights, High mast lights, Traffic Lights, & Building Services	EP&EB	1	ORHVS HVO3. Key Personnel. Qualification & Plant & Equipment CIDB EP&EB 1	
f	Metering	EP	1	ORHVS HVO3. Key Personnel. Qualification & Plant & Equipment CIDB EP 1	
g	Substation Fencing (Wiremesh & Steel Palisade).	EP & SQ	1	ORHVS HVO2. Key Personnel. Qualification & Plant & Equipment CIDB EP1 &SQ1	

Functionality 1: Should only be completed if option A and D has been selected.

Evaluation Criteria		Scoring System	B - Weighting	Tenderer Score
A - Tender Rating (score 1 to 5)				
A	Company Experience Note: Appointment letters and completion certificates. The following information must be contained in the appointment letter: a. Description b. Value c. Actual Construction period			
	Company/ Entity's work experience in Electrification Projects	3 or more electrification projects within the past 3 years	5	20%
		2 electrification projects within the past 3 years	3	
		1 electrification projects within the past 3 years	1	
		0 electrification projects within the past 3 years	0	
2	Key Personnel Names of various employees occupying the positions must be stated: CV's, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear on company organogram.	2.1 Site Supervisor		10%
		Eskom Authorized (ORHVS) HVO4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years' experience in electrical works.	5	
		Eskom Authorized (ORHVS) HVO4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years' experience in electrical works.	3	
		Eskom Authorized (ORHVS) HVO4 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years' experience in electrical works.	1	
		Not Eskom Authorized or No NQF 4 in Electrical Engineering or less than 1 year experience	0	

		2.2 Safety Officer		
		Certificate in Safety Management and has more than 5 years' experience in electrical works.	5	
		Certificate in Safety Management and has more than 3-5 years' experience in electrical works.	3	10%
		Certificate in Safety Management and has more than 1-2 years' experience in electrical works.	1	
		No Certificate in Safety Management or no experience above 1 Year	0	
		MV Construction Certificate	5	10%
		LV Construction Certificate	5	10%
		Light delivery vehicle (LDV) and an 8-ton crane truck fully owned (eNatis certificate) and a Valid Crane Load Test Certificate.	5	
4.	Availability of Plant & Equipment for electrification projects	Own and lease either crane truck or LDV; (letter of intent to hire from the lessor [owner] of either of the Plant and and a Valid Crane Load Test Certificate.	3	20%
		Lease only (letter of intent to hire from the lessor [owner] and a Valid Crane Load Test Certificate.	1	
		No attachments	0	
Technical Proposal		Excellent	5	
The technical proposal should include, but not limited to, Electrification & rebuilding of power lines. 33 and 11kV		Good	3	20%
		Poor/ No Technical proposal	0	

TOTAL	100
A full proof of ownership must be provided that equipment is owned by your company or senior Manager or letter of intent for leased equipment	

Functionality 2:
Should only be completed if option B and F has been selected

Evaluation Criteria		Scoring System A - Tender Rating (score 1 to 5)	B - Weighting	Tenderer Score
A	Company Experience Note: Appointment letters and completion certificates. The following information must be contained in the appointment letter: a. Description b. Value Actual Construction period			
1.	COMPANY EXPERIENCE			
	Company work Experience in relevant electrical engineering (please attach copy of relevant appointment letters or orders from recognised entities with completion certificates) Relevant experience refers to: Company must have experience in the Specialized Maintenance Work which includes Maintenance or Commissioning of Primary Plant Equipment (Power Transformers, Tap Changers, Breakers, Current Transformer, Voltage Transformers, Reactors etc or Maintenance or Commissioning Protection Scheme, metering systems, including Automatic meter reading, Substation battery charging system.	3 or more relevant appointment letters within the past 3 years	5	40
		2 or more relevant appointment letters within the past 3 years	3	
		1 or more relevant appointment letters within the past 3 years	1	
		No relevant appointment letters within the past 3 years	0	
2.	KEY PERSONNEL EXPERIENCE			
2.1	Number of years' experience of key personnel (attach CVs, Certified qualifications, and Company Organogram). BSC/B. Eng/ B. Tech Degree/ National Diploma in Electrical Engineering Personnel must also appear on the company organogram	Pr Technician Electrical Engineering and ORHVS HV03 with a minimum of five (5) years' experience. (Pr Registration with ECSA Electrical)	5	20
		Pr Technician ECSA Electrical Engineering and ORHVS HV03 with a minimum of three (3) years' experience. (Pr Registration with ECSA Electrical)	3	20
		Pr Technician ECSA Electrical Engineering and ORHVS HV03 with a minimum of three (2) year (Pr Registration with ECSA Electrical)	2	
		No Key Personnel experience	0	
2.2	Required Training Certificates			
	List of training for Maintenance of switchgear, Cable joints, Maintenance of Primary or Secondary Plant	4 of 4 Training certificates	5	20
		4 of 3 Training certificates	3	

	Training Certificate must be according to the list mentioned above Name appearing on the certificate must be the same as the ones on the Organogram.	4 of 2 Training certificates	2		
		1 Training certificate or less	0		
3.	PLANT & EQUIPMENT Submit Calibration Certificates and Test Report Per Test Equipment				
Test Equipment and Test Report.		5 of 5 certificates and test reports	5	20	
Speed Test, Turn Ratio Tester,		5 of 4 certificates and test reports	3		
Secondary Injection Set, Primary		5 of 3 certificates and test reports	2		
Inject Set & Meter Verification		2 certificates or less and test reports	0		
	TOTAL			100	

Functionality 3:
Should only be completed if option C has been selected

Evaluation Criteria		A - Tender Rating (score 1 to 5)		Weighting	r Score		
A	Company Experience Note: Appointment letters. Orders. The following information must be contained in the appointment letter: a. Description b. Value c. Actual Construction period						
		Company/ Entity's work experience in vegetation management Appointment letters or orders	3 or more relevant appointment letters within the past 3 years	5	40%		
			2 or more relevant appointment letters within the past 3 years	3			
			1 or more relevant appointment letters within the past 3 years	1			
1		0 relevant appointment letters within the past 3 years	0				
2	Key Personnel Names of various employees occupying the positions must be stated: CV's, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points. Submit the company organogram. The certificates submitted for this item	2.1 Site Supervisor			15%		
		ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years' experience in electrical works.		5			
		ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years' experience in electrical works.		3			
		ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years' experience in electrical works.		1			
		No ORHVS or No NQF 4 in Electrical Engineering or less than 1 year experience		0			
		2.2 Chainsaw and Brush Cutter Operators				15%	
		Minimum Chainsaw Operator certificates		5			

needs to be for the same resources as reflected in the Company Organogram Both operators must be available to get the full points	(X1)			
	Minimum Brush Cutter Operator certificates (X1)	5		
	1 or No certificate for Chainsaw Operator and Brush Cutter Operator	0		
Availability of Plant & Equipment for vegetation control projects	3.1 Owned Minimum one (1) vehicle to transport seven (7) passengers. with a trailer. Or	5	30%	
	2 Double cabs with Canopy/Tonneau Cover OR 4 single Cabs with Canopy /Tonneau Cover			
	3.2 Leased Minimum one (1) vehicle to transport seven (7) passengers. with a trailer. Or			
3. Owned and Registration to be in the name of the company or the company senior Managers.	2 Double cabs with Canopy/Tonneau Cover OR 4 single Cabs with Canopy /Tonneau Cover	3		
TOTAL			100	
A full proof of ownership must be provided that equipment is owned by your company or the company senior Manager or letter of intent for leased equipment				

Functionality 4: Should only be completed if option E has been selected

Evaluation Criteria	Scoring System A - Tender Rating (score 1 to 5)	B - Weighing	Tenderer Score
Company Experience Note: Appointment letters, orders and completion certificates. The following information must be contained in the appointment letter: A a. Description b. Value c. Actual Construction period			
1 Company/ Entity's work experience in Minor Retic/ High mast lights/ Streetlights & Traffic lights Projects	3 or more relevant projects within the past 3 years	5	40%
	2 relevant projects within the past 3 years	3	
	1 relevant project within the past 3 years	1	
	0 relevant projects within the past 3 years	0	
2 Key Personnel Names of various employees occupying the positions must be stated: CV's, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear in company organogram.	2.1 Site Supervisor	10%	
	ORHVS HOV3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years' experience in electrical works.	5	
	ORHVS HOV3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years' experience in electrical works.	3	
	ORHVS HVO3 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years' experience in electrical works.	1	

	ORHVS HVO3 Site Supervisor or No NOF 4 in Electrical Engineering or less than 1 year experience	0	20%	
	2.2 Electrician			
	Trade Test and Three Phase Wiremens license and has more than 3- 5 years` experience in electrical works.	5		
	Trade Test and Single Phase Wiremens license and has more than 3-5 years` experience in electrical works.	3		
	No Trade Test and Three-phase or Single-phase wiremens license or no experience above 3 Years.	0		
	LV Construction Certificate	5	10%	
	Light delivery vehicle (LDV) and an 8-ton crane truck or a cheery picker fully owned and a Valid Crane Load Test Certificate.	5	20%	
	Own and lease either 8-ton crane truck/cheery picker or LDV: (letter of intent to hire from the lessor [owner] of either of the Plant and a Valid Crane Load Test Certificate.	3		
	Lease all plant and equipment only (letter of intent to hire from the lessor [owner] and a Valid Crane Load Test Certificate.	1		
	No attachments	0		
TOTAL			100	

A full proof of ownership must be provided that equipment is owned by your company or senior Manager or letter of intent for leased equipment

Functionality 5:

Should only be completed if option G has been selected

Evaluation Criteria	Scoring System A - Tender Rating (score 1 to 5)	B - Weighing	Tenderer Score
Company Experience Note: Appointment letters, orders and completion certificates. The following information must be contained in the appointment letter: A a. Description b. Value c. Actual Construction period			
	1 Company/ Entity's work experience in Supply and Installation of Fencing		
	3 or more relevant projects within the past 3 years 2 relevant projects within the past 3 years 1 relevant project within the past 3 years 0 relevant projects within the past 3 years	5 3 1 0	40%
2 Key Personnel Names of various employees occupying the positions must be stated; CV's, certified ID copies, and certified copies of qualifications must be attached in order to qualify for points and must appear on the company organogram.	2.1 Site Supervisor	20%	
	ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 5 years' experience in electrical works.	5	
	ORHVS HOV2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 3-5 years' experience in electrical works.	3	
	ORHVS HVO2 Site Supervisor with NQF Level 4 (Equivalent to N3 Nated Certificate) and has more than 1-2 years' experience in electrical works.	1	

	Attach a concise CV of key specialist(s) with at least relevant contactable reference(s) for similar work done.	ORHVS HVO2 Site Supervisor or No NQF 4 in Electrical Engineering or less than 1 year experience	0	10%	
		2.2 Installer			
		3-5 years' experience	5		
		1-2 years' experience	3		
		Less than 1 year experience	0		
3.	Test Equipment and Test Report.	Earth Resistance Tester and Test Report	5	15%	
		Light delivery vehicle (LDV) fully owned.	5	15%	
		Light delivery vehicle LDV: (letter of intent to hire from the lessor [owner] of either of vehicle	3		
		No attachments	0		
TOTAL				100	
A full proof of ownership must be provided that equipment is owned by your company or senior Manager or letter of intent for leased equipment					

2. TECHNICAL SPECIFICATIONS

2.1 GENERAL

- 2.1.1 This specification governs the responsibility for the designs, the materials of construction, the method of application, as well as the scope of work for the implementation of the services
- 2.1.2 The contractor, being an expert in the electrical field will accurately evaluate the needs of the request for proposal and will submit sufficient evidence supporting the proposal.
- 2.1.3 Should there be any discrepancies, ambiguity, omissions, internal contradiction, or any feature that is unclear or that appears discriminatory or restrictive in the information supplied, the contractor will immediately inform the Senior Manager **Tel (015) 309 9246**, who will then endeavour to rectify the situation and will inform the Supply Chain Management Unit to ensure that comparable bids are received. Such information should reach the municipality within reasonable time before the closing date for the proposals.
- 2.1.4 Claims for extra work payments as a result of omissions in the request for proposals by the successful contractor will not be entertained.

2.2 QUERIES AND CONTRACTUAL DEVIATIONS

- 2.2.1 All services under this contract must be done in accordance with applicable legislation and/or recognized policies, standards and procedures.
- 2.2.2 All queries as well as the authority for any deviations from these technical specifications shall be directed to **The Senior Manager: Technical Services** or his authorized representative, **Tel. (015) 309 9246**.
- 2.2.3 Any work outside the scope of this technical specifications, carried out without the express instructions of the above or his authorized representative, will not be paid for under the terms of this contract and will be for the account of the contractor.

2.3 COMMUNICATION AND LIAISON

2.3.1 A representative from the Municipality will be appointed to supply any necessary information on each required contracted service.

2.3.2 The Council representative will act as the liaison officer between the Municipality and the successful bidder and he/she will also undertake the necessary inspections and perform any measurements of work done to verify payment claims by the contractor.

2.3.3 The Contractor must only proceed with any contracting services upon receipt of the municipality's "Notice to Proceed".

2.3.4 The Contractor is also required to maintain efficient communication between himself and all parties concerned.

2.3.5 The Contractor's key personnel and senior Manager/s should be available to the Greater Letaba Municipality within reasonable short notice if requested to do so.

2.4 CONSTRUCTION PROGRAM

When appointed for a specific service the Contractor will be required to develop and maintain for the full duration of the contract, a works programme whose purpose will be to ensure that the work is carried out and controlled in such a way that the contract is completed within the time stated in the tender or in the time extended by the Municipality or Engineer in writing. The Contractor shall take all aspects regarding the conditions on site, access, transportation, restricted working space, the availability of material, machines and labour into account during the tender stage and the compiling of a construction programme. The Contractor is to submit his programme of works to the Engineer not later than 14 days after the Contractor has been provided with an order. The programme is subject to the Municipality's approval and remains so for the duration of the contract. Should it be required, the Municipality or Engineer may instruct the Contractor to adjust his programme accordingly to suit other activities. The programme submitted by the contractor shall make provision for forecasted quantities of work to be performed each week, together with plant used and cash flow for each activity. Should the above mentioned programme fall behind schedule, or the sequence of operations is altered, or if the

programme is deviated from in any other way, the contractor shall, within two days after being notified by the Municipality or Engineer, submit a revised programme.

Should the programme require to be revised due to the contractor falling behind his programme, he shall produce a revised programme showing how he intends to regain lost time to ensure completion of the Works within the time for completion as defined in the General Conditions of Contract or within any granted extension of time. Any proposal to increase the tempo of work must be accompanied by providing more labour and plant on Site, or by using the available labour and plant in a more efficient manner. Failure on the part of the Contractor to submit the agreed deliverables according to the programme or revised programmes shall be sufficient reason for the Engineer to take steps as provided for in the General Conditions of Contract.

The approval by the Engineer of any programme shall have no contractual bearing apart from the requirement that the Contractor undertakes to carry out the work in accordance with the programme to the satisfaction of the Engineer. It shall not limit the right of the Engineer to instruct the Contractor to vary the programme should circumstances make this necessary.

2.5 Inspections and Tests

During manufacture and prior to dispatch of some equipment, the Municipality or Engineer will inspect all Manufacturer's works. Tests specified by the Contractor must be conducted in the presence of the Employer or Engineer, as may be deemed necessary by the Engineer to ensure good quality workmanship. All tests performed shall be at the expense of the Manufacturer. Not less than ten (10) working days' notice in writing shall be given to the Employer or Engineer detailing when the equipment will be ready for inspection and tests. Unless the Employer or Engineer shall otherwise direct, no equipment shall be delivered unless the Employer or Engineer

has issued to the Contractor, in respect of such equipment, a certificate in the form of a release note certifying that the equipment have passed the tests required and are therefore released for delivery.

2.6 Compliance with Regulations

All equipment including temporary works and construction equipment must comply with the requirements of the Machinery and Occupational Safety act. 1983 and any other specific requirements detailed in this document. When appointed for a specific service the rates will include the cost of compliance with all the regulations and/or any additional works or alterations that may be instructed or become necessary for full compliance.

2.7 Quality of Materials and Equipment

All material and equipment shall conform in respect of quality, manufacture, tests and performance, with the requirements of the South African Bureau of Standards or where no such standards exist, with the relevant current Specification of the British Standards Institution.

All material and equipment shall be of high quality and suitable for the conditions on site. These conditions shall include weather conditions as well as conditions under which materials are installed, stored and used. Should the materials not be suitable for use under temporary site conditions then the Electrical Contractor shall at his own cost provide suitable protection until these unfavorable site conditions cease to exist. The Electrical Contractor shall, where requested to do so, submit samples of equipment and material to the Municipality or Engineer for approval prior to installation. The Municipality or Engineer may retain these samples until the contract is completed after which they will be returned.

The Contractor must have quality assurance systems in place in line with SANS 9001 or an alternative quality assurance system.

2.8 Guarantee and maintenance period

All equipment shall be guaranteed against faulty design, materials and workmanship for a period of twelve (12) months from the date commissioning. During this period the Contractor shall rectify, at this own cost, any defect which can be attributed to faulty design, materials and workmanship. Normal wear and tear shall be excluded. For this to be valid the Contractor shall supply the normal expected life span of specific items that will fall under this category on commissioning. The fact that the

Installation will be used by the Employer during the guarantee period shall in no way exempt the Contractor from his responsibility under this clause.

The Contractor shall maintain all equipment provided in a good working order during the defects liability period. The defects liability period shall commence on the day following final completion.

2.9 Commissioning and Acceptance

The Contractor shall be responsible to commission all equipment that he will have installed and demonstrate to the Employer and Engineer its readiness for use. An agreed period of hand over/acceptance over a period of not less than 5 working days will apply. During this period the installations will be thoroughly inspected, tested and operated under normal conditions to the satisfaction of the Employer or Engineer prior to the acceptance. The handover and testing period forms part of the overall works period and should be programmed as such. Costs incurred by the Engineer for all unsuccessful acceptance tests shall be borne by the Contractor. Only on successful completion of the handover inspection and testing period will a certificate of practical completion be issued and the guarantee period commence. The Contractor shall supply all manuals and 'As Built' details prior to receiving the certificate of practical completion and release of the appropriate portion of the retention monies.

2.10 FINAL COMPLETION

This will be when all works in terms of the contract has been completed. A certificate of Completion will be issued following a satisfactory inspection by the Employer, Engineer and the Contractor.

2.11 ENVIRONMENTAL MANAGEMENT OF CONSTRUCTION ACTIVITIES

2.11.1 Site Plan

Based on the appointed service the contractor might be required to establish his construction camps, offices, workshops, staff accommodation and testing facilities on the site in a manner that does not adversely affect the environment.

2.11.2 Vegetation

The contractor has a responsibility to inform his staff of the need to be vigilant against any practice that will have a harmful effect on vegetation. Only trees and shrubs directly affected by the works, and such others as may be indicated by the Employer or Engineer in writing, may be felled or cleared.

2.11.3 Waste Management

The contractor's intended methods for waste management and waste minimization shall be implemented at the outset of the contract. All personnel shall be instructed to dispose of all waste in the proper manner. (Solid Waste, Litter and Hazardous waste).

2.11.4 Damage to Other Services

The Contractor shall assume full responsibility in the event where he or any person in his service is directly or indirectly responsible for any damages caused to other services already installed (water, sewerage, storm water, roads, surveyors' pegs, etc.) Any such damage shall immediately be reported to the Employer or Engineer. The Contractor shall be held fully responsible for the repair of such damage to the satisfaction of the Employer or Engineer. The costs for the repair of such damage shall be borne by the Contractor. Claims by the Contractor in this connection will be not be considered. Should any portion of the works in terms of this Contract, for which the Contractor is responsible, be damaged by other Contractors, the Contractor shall repair such damage at the tendered rate and shall submit full details of such damage to the Employer or Engineer so that he can recover such costs from the responsible party. This repair work may only be done on the written instruction from the Employer or Engineer. The contractor shall make provision for a full scan of the area to determine the position of services in the area.

2.11.5 Clearing the site.

During progress and upon completion of the Works and before acceptance and final payment is made, the Contractor at his own expense shall fill pits and clear the Works and all ground occupied by him in connection with the Works, of rubbish, excess materials, false work, temporary structure and equipment, and all parts

Works shall be left in a neat, presentable condition. All excess materials, soil, rocks, etc., shall be continuously removed by the Contractor.

2.11.6 Areas of Specific Importance.

Any area such as Archaeological Sites and Graves or as determined and identified within the project document as sensitive or of special interest within the site shall be treated according to the express instructions contained in these specifications or the approved environmental management plan.

2.11. OCCUPATIONAL HEALTH AND SAFETY ACT (ACT 85 OF 1993)

Contractors shall meet the health and safety requirements as stipulated in health and safety plan.

Scope

This Specification covers the health and safety aspects required of, and that shall be implemented during the construction and/or demolition work and/or plant installation, and/or Vegetation control specified on each project appointed for. Specification and Standard Specifications, will be shown on the drawings and/or scheduled in the Bill of Quantities that will be provided prior being appointed.

This specification does not replace, take precedence over nor detract from the Occupational Health and Safety Act or its Construction Regulations 2014. Nothing in this Specification shall relieve the Contractor of any obligations or responsibilities with regard to health and safety conditions and practices on site.

2.11.1 OHS File

When appointed for specific services, the Contractor must, in terms of Construction Regulation 5 (7), keep a health and safety file on site at all times that must include all documentation required in terms of the Act and Regulations and must also include a list of all Contractors on site that are accountable to the Contractor and the agreements between the parties and details work being done. When a safety file is required it will be specified in the Bill of Quantities, under P & G's.

The following documents must be kept in the OHS file:

- SHE Policy
- Notification of Construction Work (Construction Regulation 3.)
- Copy of OHS Act (updated) (General Administrative Regulation 4.)
- Copy of Construction Regulation 2014
- Written Agreement for Occupational Health and Safety (Section 37(2) of the Occupational Health and Safety Act No. 85 of 1993)
- Proof of Registration and good standing with a COVID Insurer (Construction Reg. 4 (g))
- Copy of health and safety plan (construction regulation 5 (1))
- OHS Programme agreed with Client including the underpinning Risk Assessment and
- Method Statements (Construction Regulation 5 (1))
- Baseline Risk Assessment and Monitoring, review Plan & Safe work Procedures.
- SHE induction Training
- List of Personnel On site, IDs & Competency Certificates
- Medical Surveillance
- Legal Appointment.
- Registers as follows:
 - Accident/Incident Register (Annexure 1 of the General Administrative Regulations)
 - OHS Representatives Inspection Register
 - Excavations Inspection
 - Lifting Equipment
 - Demolition Inspections
 - Designer's Inspection of Structures Record
 - Batch Plant Inspections
 - Arc & Gas Welding & Flame Cutting Equipment Inspections
 - Construction Vehicles & Mobile Plant Inspection
 - Electrical Installation and Machinery Inspection
 - Fire Equipment Inspection & Maintenance
 - First Aid Management
 - Covid-19 Management
 - Emergency Preparedness & Evacuation Plan

- Hazardous Chemical Substances Lifting Tackle and Equipment Inspections
- Inspection of Cranes Inspection of Ladders Inspection of Vessels under Pressure
- Machinery Inspections
- Drivers/Operators of Mobile Plant/Construction Vehicles Daily Inspections.
- Waste Management
- Environmental Management Plan
- Calibration Certificates of Equipment
- Facilities
- Records & Registers

The Health & Safety File must be handed over to the Client on completion of the contract. It must contain all the documentation handed to the Contractor by any sub-contractors together with a record of all drawings, designs, materials used and other similar information concerning the completed project.

2.12 LABOUR

2.12.1 Work shall be carried out in a professional manner, by experienced and suitably qualified workforce.

2.12.2 Relevant provisions of the following labour legislation shall be applicable to this contract:

- a) The Labour Relations Act.
- b) The Basic Conditions of Employment Act.
- c) The Employment Equity Act
- d) The Occupational Health and Safety Act and Regulations.
- e) The Unemployment Insurance Act.
- f) The Compensation for Occupational Injuries and Diseases Act.
- g) Any other legislation governing the employment of persons which is relevant to the execution of tasks as requested by the municipality.

2.12.3 Local Labour

When appointed for specific service the contractor must make maximum possible use of local labour which is presently unemployed in the area of Greater Letaba Municipality. All unskilled labour shall be from Greater Letaba Municipality area. Engagement of local labour shall be controlled in a formal manner through the

municipality EPWP officer. It is furthermore expected that the EPWP officer will assist in the monitoring of labour goals.

2.12.4 Community Liaison and Community Relations

When dealings with the community and workers employed from within the community, the Contractor shall take due cognisance of the character, culture and circumstances of the community involved and shall at all times use his best endeavours to avoid the development of disputes and to foster a spirit of co-operation and harmony towards the project. The Contractor shall at all times, keep the Employer or Engineer fully informed on all matters affecting the contractor and the community, and where there are community meetings relating to the project the contractor must be present at all times. All matters concerning the community shall be discussed and where possible, resolved at such meetings. Where any resolution of a community meeting shall be contrary to the terms and provisions of the Contract, the Contractor shall not give effect thereto without a prior written instruction from the Employer or Engineer. Where the Contractor is of the opinion that any instruction of the Engineer issued in terms of this clause will result in the incurring of additional costs which were not provided for in his Bill of Quantities rates and/or that a delay in the progress of the works will result, he shall be entitled to submit a claim in terms of Clause 48 of the conditions of contract, provided always that the period of twenty-eight (28) days referred to in Clause 48 shall be reduced to three (3) normal working days in respect of all claims submitted in terms of this clause.

2.13 PAYMENT INVOICES AND REPORTS

- 2.13.1. Work progress reports as approved by the project manager must accompany all invoices to the municipality.
- 2.13.2. Invoices, claims and reports for work already performed (carried out) shall be submitted within reasonable time before the end of the month to enable the municipality's representative to verify the claim and effect payment at the end of the month.
- 2.13.3. The final contract sum for the completed contract shall be subject to the terms and conditions in the letter of appointment or notice to proceed. Where applicable, the contract amount shall be calculated from the actual measured

work done priced against the unit rates as agreed in the letter of appointment and/or as negotiated before execution.

2.13.4 No upfront or advance payment claims for work not yet done will be entertained.

2.13.5 The GLM reserves the right to withhold payment for work not done to requirements and/or specifications.

2.13.6 The final payment schedule, including retention and/or guarantee (where applicable), shall be negotiated with the appointed contractor.

3. SCOPE OF SERVICES

3.1 THE OBJECTIVE

The objective is to establish a pool of contractors to obtain electrical contracting services for the Greater Letaba Municipality on an as-needed basis for a maximum duration of three (3) years.

3.2 SCOPE OF WORK

3.2.1 Provide personnel and services on an on-call, as needed basis.

3.2.2 Provide a full range of contracting services as listed in the nature of work above, including emergency services 'as and when' required.

3.2.3 A contractor appointed on a project or task shall act as an agent of the municipality and manage the services that should be rendered.

3.2.4 A contractor appointed on a specific project shall be authorised to perform the services in terms of the applicable safety requirements.

3.2.5 Services for each contract will be provided on a negotiated basis, per work order.

3.2.6 No work is guaranteed under the agreement of being in a pool of contractors.

3.2.7 The municipality will select the contractor best qualified for the existing need based on the information submitted and the offer considered most advantageous to the municipality, price and other factors considered.

3.3 PUBLIC LIABILITY INSURANCE

3.3.1 Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

3.4 SUPPLY OF RESOURCES

3.4.1 Contractors shall supply all the resources required to accomplish the tasks as specified in the appointment for a specific project or task.

3.4.2 The Greater Letaba Municipality will make any and all existing documents that are pertinent to the project available to contractors.

3.4.3 Available information to assist contractors may be provided at the discretion of the Senior Manager: Electrical Engineering Services or his authorised representative.

3.5 PUBLIC LIABILITY INSURANCE

3.5.1 Contractors shall have sufficient public liability insurance to cover for any losses or claims that may arise during the execution of any project or task.

3.6 EXCLUSIONS

3.6.1 The scope of work excludes any appointments of consultants or secondary service providers for allocated projects.

4. LIST OF APPLICABLE STANDARDS

The appointed contractor should show appreciation of engineering standards by applying the latest applicable IEC, SANS and NRS standards. Including safety and reliability components of the network.

All work to be done according to all applicable standards in particular those listed below, but not limited to (only the latest version of standards to be used)

1. SHE APPLICABLE STANDARDS

1.1 Occupational Health Safety (OHS) Act of 1993

1.2 National Environmental Management Act (Act 107 Of 1998)

1.3 Environment Conservation Act (Act 73 Of 1989).

1.4 National Forest Act (Act 84 Of 1998)

2 SANS 1200- STANDARDIZED SPECIFICATIONS

3 CONSTRUCTION REGULATIONS, 2014

4 OVERHEAD POWER LINES

SANS 10280 : Code of Practice for overhead power lines for condition prevailing in South Africa.

NRS 022 : Stays and associated equipment.

NRS 033 : Guidelines for the application. design. planning and construction of medium voltage wooden pole overhead power lines above 1 kV and up to and including 22 kV.

NRS 034-1 : Guidelines for the provisions of electricity distribution networks in residential areas:

: **Part 1:** Planning and design of distribution systems and voltage drop tables.

NRS 034-2-3 : Guidelines for the provision of electrical distribution networks in residential areas:

: **Part 2-3:** Preferred methods and materials for the installation of overhead power lines.

NRS 034-3 : Guidelines for the provision of electrical distribution networks in residential areas :

: **Part 3:** Overhead distribution in very low, low and moderate consumption areas, including rural areas and informal settlements.

NRS 038-1 : Concrete poles:

: **Part 1:** Concrete poles for LV and MV O/H distribution and systems.

NRS 038-2 : Concrete poles:

: **Part 2:** Concrete poles for lightning applications.

NRS 039-1 Systems: : Surge arrestors use in Distribution

: **Part 1:** Guide for the application of gapless metal-oxide surge arrestors.

5 LIGHTNING PROTECTION

SANS 10313: The protection of structures against lightning.

6 EARTHING

NRS 076 : Earthing of distribution substations with nominal voltages up to and including 132 kV.

SANS 10292 : Earthing of low voltage distribution systems.

NRS 059 : Recommendations to minimize problems associated with the theft of transformer neutral and neutral earthing conductors.

SANS 10198-3 : The selection, handling and installation of electric power cable up to 33 kV:

: Earthing systems: General provisions.

SANS 10198-5 : The selection, handling and installation of power cables up to 33 kV:

: Determining of thermal and electrical resistivity of soil.

SANS 10198-12 : The selection, handling and installation of power cables up to 33 kV:

: Installation of earthing systems.

SANS 10199 :The design and installation of earth electrodes.

SANS 10200: Neutral earthing in medium voltage industrial power system.

7 CABLES AND CONDUCTORS

NRS 011 : Pilot cables.

NRS 012 : Cable terminations and line conductors with air-insulated enclosures (insulation coordination) for rated AC voltages of 7.2 kV and up to and including 36 kV.

NRS 013 : Medium voltage cables.

NRS 018-1: Fittings and connectors for LV overhead power lines using ABC:

: **Part 1:** Strain and suspension fittings for self-supporting conductors.

NRS 018-2 : Fittings and connectors for LV overhead power lines using ABC:

: **Part 2:** Strain and suspension fittings for insulated neutral supporting conductors

NRS 018-3 : Fittings and connectors for LV overhead power lines using ABC:

: **Part 3:** Strain and suspension fittings for bare neutral supporting conductors.

NRS 018-4 : Fittings and connectors for LV overhead power lines using ABC:

: **Part 4:** Strain and suspension fittings for aerial service cables. NRS 018-5 : Fittings and connectors for LV overhead power lines using ABC:

: **Part 5:** Current carrying connectors and joints.

NRS 020 : Cable ties for the use with low voltage aerial bundled conductors.

NRS 028 : Cable lugs and ferrules for copper and aluminum conductors.

NRS 053 : Accessories for MV power cables.

NRS 074-1 : Low voltage cable systems for underground electrical distribution

: **Part 1: Cables.**

NRS 077 : XLPE Cables and accessories for systems with nominal voltages of 44 kV, 66 kV, 88 kV and 132 kV.

NRS 088-1 : Duct and direct buried underground fibre-optic cable:

: **Part 1: Product specification.**

PIESA 1004-1 : Low voltage (600/1 000 V) cable systems for overhead distribution:

: **Part 1: Cables.**

SANS 10198-1 : The selection, handling and installation of power cables up to 33 kV:

: **Part 1: Definitions and statutory requirements.**

SANS 10198-2 : The selection, handling and installation of power cables up to 33 KV:

Part 2: Selection of cable type and methods of installation SANS 10198-3

The selection, handling and installation of power cables up to 33 KV

:Part 3: Earthing systems: General provisions.

SANS 10198-4: The selection, handling and installation of power cables up to 33 KV:

:Part 4: Current ratings.

SANS 10198-5: The selection, handling and installation of power cables up to 33 KV

:Part 5: Determining of thermal and electrical resistivity of soil.

SANS 10198-6: The selection, handling and installation of power cables up to 33 KV

:Part 6: Transport and storage.

SANS 10198-7: The selection, handling and installation of power cables up to 33 KV

:Part 7: Safety precautions.

SANS 10198-8: The selection, handling and installation of power cables up to 33 KV

: **Part 8:** Cable laying and installation

SANS 10198-9

: The selection, handling and installation of power cables up to

33 kV:

: **Part 9:** Joining and termination of extruded solid dielectric insulated cables up to 33 kV.

SANS 10198-10

: The selection, handling and installation of power cables up to 33 KV

: **Part 10:** Joining and termination of paper insulated cables.

SANS 10198-11

: The selection, handling and installation of power cables up to 33 KV

: **Part 11:** Joining and termination of screened polymericinsulated cables

SANS 10198-12

: The selection, handling and installation of power cables up to 33 KV:

: **Part 12:** Installation of an earthing system.

SANS 10198-13 : The selection, handling and installation of power cables up to 33 KV:

: **Part 13:** Testing commissioning and fault location.

SANS 10198-14 : The selection, handling and installation of power cables up to 33 KV

: **Part 14:** Installation of aerial bundle conductor cables.

8 SWITCHGEAR, SWITCHES AND FUSES

NRS 003-2 : Metal clad switchgear for rated AC voltages above 11 kV and up to and including 22 kV:

: **Part 1:** Standardized panels.

NRS 031 : Alternating current disconnections and earthing switches above 11 kV.

NRS 035-1 : Outdoor distribution cut-outs:

: **Part 1:** Drop-out fuse link assemblies or solid link assemblies -Pole-mounted types:
For nominal AC voltages up to and including 33 kV.

NRS 035-2 : Outdoor distribution cut-outs:

: **Part 2:** Expulsion fuse links for nominal AC voltages up to and including 33 kV.

NRS 036-2 : Auto-reclosers and sectionaliser – pole-mounted types:

: **Part 1:** Auto-recloser with local and remote control capabilities up to 33 kV.

NRS 036-2 : Auto-reclosers and sectionaliser – pole-mounted types:

: **Part 2:** Auto-reclosers with programmable protection features and local control up to 33 kV.

NRS 036-3 : Auto-reclosers and sectionaliser – pole-mounted types:

: **Part 3:** Sectionalisers.

NRS 046 : Pole-mounted load break switch
disconnectors.

SANS 1874 : Metal enclosed ring main units for AC
voltage above 1 kV up
to and including 24 kV.

9 TRANSFORMERS

SANS 555 : Unused and reclaimed insulating
oils for transformers and
switchgear.

SANS 60076 : Power transformers (Part 2 to 10)

: **Part 2:** Temperature rise (1993).

: **Part 3:** Insulation levels,
dielectric tests and external
clearances in air (2000)

: **Part 4:** Guide to lightning
impulse and switching impulse
testing (2004).

: **Part 5:** Short circuit withstand ability
(2006).

: **Part 7:** Loading guide for oil immersed
transformers (2006).

: **Part 8:** Application guide (1997).

: **Part 10:** Sound levels (2001).

SANS 780 : Distribution transformers.

NRS 029 : Current transformers for rated
AC voltage from 3,6 kV to 420
kV.

NRS 030 : Inductive voltage transformers
for rated AC voltage from 3,6
kV to 145 kV.

NRS 054 : Power transformers.

NRS 079-1 : Mineral insulating oils (uninhibited)

: **Part 1:** Purchase, management,
maintenance and testing.

10 ELECTRICITY DISPENSING AND VENDING EQUIPMENT

SANS 1524-1 : Electricity prepayment systems:

: **Part 1:** Prepayment meters.

NRS 009 : Electricity sales systems.

NRS 009-2-2 : Electricity sales systems:

: **Part 2:** Functional and performance requirements.

: **Section 2:** Credit disposing units.

NRS 009-2-4 : Electricity sales systems:

: **Part 2:** Functional and performance requirements

: **Section 4:** National electricity meter cables and associated numbering standards.

NRS 009-2-5 : Electricity sales systems:

: **Part 2:** Functional and performance requirements.

: **Section 5:** Error handling.

NRS 009-3 : Electricity sales systems:

: **Part 3:** Database format

NRS 009-4 : Electricity sales systems:

: **Part 4:** National prepayment electricity meter cards.

NRS 009- : Electricity sales systems:

: **Part 5:** Testing of subsystems.

NRS 009-6-1 : Electricity sales systems:
: **Part 6:** Interface standards.
: **Section 1:** Interface credit
distributions unit (CDU) to
standardtoken translator (STT).

NRS 009-6-3 : Electricity sales systems:
: **Part 6:** Interface standards.
: **Section 3:** System master
station/credit dispensing unit
interface.

NRS 009-6-4 : Electricity sales systems:
: **Part 6:** Interface standards.

NRS 009-6-6 to 6-9 : Electricity sales systems:
: **Part 6:** Interface standards.
: **Section 4:** Data transfer by physical
media.
: **Sections 6 – 9:** STS interface.

11 CONSUMER DISTRIBUTION UNITS

NRS 032 : Service distribution boxes – pole-mounted types for overhead single-phase AC service connections at 240 V.

SANS 10142 : The Wiring of Premises

NRS 056-1 : Service distribution boxes - Meter kiosks and distribution kiosks:

: **Part 1:** Low voltage non-steel meter kiosks for use in underground networks.

NRS 056-2 : Service distribution boxes:

: **Part 2:** specifications for ground mounted low voltage distribution kiosks.

12 OPERATING REGULATIONS

NRS 040-1 : HV operating regulations:

: **Part 1:** Definition of terms.

NRS 040-2 : HV operating regulations:

: **Part 2:** Voltage colour coding.

NRS 040-3 : HV operating regulations:

: **Part 3:** Model regulations.

13 QUALITY OF SERVICE AND SUPPLY

NRS 047-1 : Quality of service:

: **Part 1:** Minimum standard.

NRS 047-2 : Quality of service:

: **Part 2:** Reporting guidelines.

NRS 048-2 : Quality of supply:

: **Part 2:** Voltage characteristics, compatibility levels, limits and assessment methods.

NRS 048-4 : Quality of supply:

: **Part 4:** Application guidelines for utilities.

14 METERING

NRS 057-4 : Electricity metering:

: **Part 1:** Code of Practice.

NRS 039 -2 : Surge arrestors use in Distribution Systems:

: **Part 2:** Distribution class gapless metal-oxide surge arrestors.

NRS 043 : Joint use of structures for power and telecommunication lines, NRS 041-1 : Overhead power lines for conditions prevailing in South Africa.

: **Part 1: Safety**

NRS 060 : Code of Practice for clearances for electrical systems with rated voltages up to and including 145 kV, for the safety of persons.

NRS 061-1 : Specification for overhead ground wire with optical fibre:

: **Part 1: Product specification.**

NRS 061-2 : Specification for overhead ground wire with optical fibre:

: **Part 2: Installation guides.**

NRS 066 : Medium voltage insulators.

NRS 072 : Overhead line fault path indicators.

NRS 075 : Mechanical torque shear connectors.

- i. **NRS 034-1:2007** - Electricity distribution - Guidelines for the provision of electricity distribution networks in residential areas
Part 1: Planning and design of distribution networks.

- ii. **SANS 10280-2:2001** - Overhead power lines for conditions prevailing in South Africa.
- iii. **NRS 048-2:2007** - Electricity supply - Quality of supply Part 2: Voltage characteristics, compatibility levels, limits and assessment methods

LIST OF RETURNABLE DOCUMENTS

SCM LIST OF RETURNABLE DOCUMENTS

The tenderer must complete the following returnable documents:

- Copy of company registration certificate (c.k. certificate)
- Proof of SARS Tax pin (for all companies in case of a joint Venture)
- 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.
- In case of a Joint venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached (if applicable.).
- Certified ID copies of all directors/members/Shareholders of the company (for all companies in case of a joint Venture).
- 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 more than three months in line with regulation no. 38 of 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 Lessee (bidder).
- Company profile or Schedule indicating bidder's experiences (For all companies in case of Joint Venture).
- Alterations signed, document completed in full and initial every page.
- The Bidder's must submit the master registration number (Central Supplier Database registration number) to enable the Municipality to verify the bidders tax compliance and other information.
- Authority for signatory
- Bank rating letter not older than 3 months.
- Attach proof of purchase for bid document (Receipt or Proof of payment)
- Letter of good standing (Compensation for occupational injuries and Diseases Act (COIDA) from department of Labour or any company accredited by the department of labour.
- Attach recent 3 years Audited Financial Statement should the bidder price offer exceed R10 millions rands.
- A copy of relevant CIDB grading downloadable from the CIDB website.

NB. Specific goals will be allocated as stated (10 Points black owned and another 10 points for company owned by a youth).

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	MODJADJI KLM	TELEPHONE NUMBER	066 252 3101		
TELEPHONE NUMBER	087 086 7471	FACSIMILE NUMBER	015 309 9246		
FACSIMILE NUMBER	015 309 9246	E-MAIL ADDRESS	thomasc@glm.gov.za		
E-MAIL ADDRESS	khomotsom@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:

(PURCHASES)

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)? | |
| - | | |
| - | If not to specification, indicate deviation(s) | |
| - | | |
| - | Period required for delivery | |
| - | | |
| - | Delivery basis | |
| - | | |
- *YES/NO
- *Delivery: Firm/Not firm

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**

MBD 3.2

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$P_a = (1 - V)P_f \left(D1 \frac{R1}{R10} + D2 \frac{R2}{R20} + D3 \frac{R3}{R30} + D4 \frac{R4}{R40} \right) + VP1$$

Where:

The new escalated price to be calculated.
85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**

D1, D2... = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.

R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
---------------	---	---

R10, R20	=	Index figure at time of bidding.
Vpt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index.....	Dated.....	Index.....	Dated.....	Index.....	Dated.....
------------	------------	------------	------------	------------	------------

Index.....	Dated.....	Index.....	Dated.....	Index.....	Dated.....
------------	------------	------------	------------	------------	------------

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

[illegible]

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=		
				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.

¹State^a 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.

²⁶Shareholder" 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**

any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid?

2.10.1 If so, furnish particulars.

.....

.....

.....

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

YES/NO

2.11.1 If so, furnish particulars:

.....

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

[illegible]

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

**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

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

POINTS AWARDED FOR PRICE

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

80/20 or 90/10

$$P_S = 80 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right) \text{ or } P_S = 90 \left(1 + \frac{P_{t-P_{max}}}{P_{max}} \right)$$

Where

Ps = Points scored for price under consideration

Pt = Price of tender under consideration

P_{max} = 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

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 fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am 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..... dated..... for the
accept your bid under reference number
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 ATON.....

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	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).	<input type="checkbox"/>	<input type="checkbox"/>
4.1.1	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.		
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	Is 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

- 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 *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - 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

MBD 9

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.

MBD 9

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

.....
Signature	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 properly 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: 087 086 7471

Fax number: 015 309 9246

Contact Person: Mr Modjaji KLM

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 him/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
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the 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

29. Governing language	29.1	(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.
		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
32. Taxes and duties	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.
	32.1	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. Industrial Participation Programme	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.