



RAND WEST CITY
LOCAL MUNICIPALITY

RAND WEST CITY LOCAL MUNICIPALITY

**TENDER NO: RWCLM-3/002/2023-2024: APPOINTMENT CONTRACTOR/S FOR THE SUPPLY,
DELIVERY AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND
MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH
PERIOD**

TENDER FOR THE APPOINTMENT OF CONTRACTOR/S

TENDERING PROCEDURE

ISSUED BY;

THE MUNICIPAL MANAGER

Rand West City Local

Municipality

P O Box 218

Randfontein

1760

Tel: 011 411 0051

Fax: 011 693 3865

PREPARED BY;

THE PROGRAMME MANAGER

Rand West City Local

Municipality

P O Box 218

Randfontein

1760

Tel: 011 411 0216

Fax: (011) 412 3424

Special conditions of contract and required documentation

The following mandatory documents must be submitted with the tender document and failure to submit either will lead to your submission being declared non-responsive:

- Prices must be valid for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
- A valid Tax Clearance Certificate and Tax Compliance status document with PIN from SARS.
- Proof of registration with the National Treasury Central Supplier Database (a bidder must attach CSD registration report with Supplier No. and Unique Code).
- Original BBBEE certificate, certified copy or a certified original copy of EME or QSE verified affidavit in the case of EMEs and QSEs. Failure to submit either will lead in the bidder scoring no points for BBBEE. Must be a consolidated certificate for Joint Ventures.
- Certified copies of Company Registration Documents and ID copies of company directors
- Completed MBD FORMS.
- A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, lease agreement or SAPS affidavit stating that the bidder not obliged to pay municipal rates.

NB: No bids will be considered from persons in the service of the state.

BIDDERS SHOULD ALSO TAKE NOTE OF THE FOLLOWING BID CONDITIONS:

- The Rand West City Local Municipality Supply Chain Management Policy will apply.
- The Rand West City Local Municipality does not bind itself to accept the lowest bid or any other bid and reserves the right to accept the bid in whole or in part.
- Bids, which are late, incomplete, unsigned, faxed or sent electronically, will not be accepted.
- The latest General Conditions of Contract and any Special Conditions of Contract will apply.
- The bid will be evaluated on local production content the minimum threshold as stipulated by the DTI in each designated sector will apply.
- For all procurement that exceed 10 Million, (all application taxes included) bidders must submit the audited annual financial statements for the past three years.
- The municipality reserve the right for appoint more than one service provider.
- CIDB Grading 7EP

The Compulsory Briefing Session as Follows:

Date: 27 July 2023

Time: 10:00am

Venue: SCM Stores, CNR Fedler and Second Street, Randfontein

Failure to comply with these conditions may invalidate your offer.

Acknowledgement

Signature

Date



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)					
BID NUMBER:	RWCLM-3/002/2023/2024	CLOSING DATE:	21 AUGUST 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF CONTRACTORS FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AS AND WHEN REQUIRED BASIS FOR A 36 MONTH PERIOD.				
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)					
CNR Fedler and Second Street					
Randfontein					
1760					
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]	☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes ☐ 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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]		
TOTAL NUMBER OF ITEMS OFFERED		Pricing			
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	CONTACT PERSON	Francois kuhn		
CONTACT PERSON	Cecilia Mofokeng	TELEPHONE NUMBER	011 411 0000		
TELEPHONE NUMBER	011 411 0467	FACSIMILE NUMBER			
FACSIMILE NUMBER		E-MAIL ADDRESS	Francois.kuhn@randwestcity.gov.za		
E-MAIL ADDRESS	Cecilia.Mofokeng@randwestcity.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)?	☐ YES ☐ NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ 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:

Evaluation of Tenders

Tenders will be evaluated in accordance with the procedures established in the Best Practice Guideline #A3 of CIDB as stipulated in the Tender Data. The capacity and the capability of tenderers who submitted offers will be established and those that did not have the capability and capacity to carry out the contract will be **eliminated**.

The following steps will be followed during evaluation;

- a) Determination of whether or not tender offers are complete.
- b) Determination of whether or not tender offers are responsive.
- c) Determination of whether or not tenderers meet functionality requirements.
- d) Determination of the reasonableness of the tender offer
- e) Confirmation of the eligibility of preferential points claimed by tenderers.
- f) Awarding of points for financial offer.
- g) Ranking of tenderers according to the total points (Financial + Preferential) accumulated.
- h) Performance of risk analysis by checking the credit record of the tenderers.
- i) The three highest scoring tenders on PPPFA will be appointed

Evaluation **Method 3**, which entails the balance between **Functionality, Financial offer and B-BBEE preferences** and **90-10/80/20** points system, will be adopted as follows;

For **Method 3**, the evaluation of the bids will be conducted in the following three stages as follows;

(a) Stage 1: Compliance

This stage determines on whether or not Tenders received are compliant and responsive

Prerequisite :CIDB Grading 7 EP (Failure to provide proof, the tenderer will not be considered for evaluation)

(b) Stage 2: Functionality

Secondly, the assessment of functionality must be done in terms of the functionality evaluation criteria and the minimum threshold is set at **65**. A bid must be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation and Functionality points must be allocated as follows;

A) Infrastructure and Resources Available. Provide proof of ownership or letter of Intent / Agreement from Hiring Company is required to score points. Proof to be provided of ownership by means of certified vehicle registration(E-NATIS). Failure to provide proof, a tenderer will score Zero(applicable to criteria)				Maximum Points	Point Award
Item	Equipment	Hiring	Ownership		
1	8 Ton Crane Truck	2	5		
2	TLB	2	5		
3	Cherry Picker	2	5	15	
B) Test Equipment Certified proof of ownership linked to a model/serial number and recently calibrated calibration certificate. Must be in the company name. Rental agreement must also include a calibration certificate and model/serial number.				Maximum Points	Point Award
Item	Equipment	Points			
1	Primary and Secondary Injection test set.	Hiring	Ownership		
		10	20	40	

	Current Range 20A to 200A, Current accuracy output $\pm 2.5\%$, AC Voltage output 0 to 250V, 2A 50/60 Hz					
2	High Voltage Line Phase Comparator Test section 3.3kV, 6.6kV & 11kV	10	20			
C) Qualified Personnel. CVs and certified copies of qualification certificates for each team member to be attached. Only red seal qualification will be accepted. Proof of certified ORHVS certification required. All team members must have at least 3 years or more experience				Maximum points	Points awarded	
Item	Personnel	Points				
1	ECSA registered electrical engineer	4		10		
2	Qualified Electrician with certified qualification and Wireman's license	2				
3	Second qualified electrician with valid certified ORHVS	2				
4	Third qualified electrician with valid certified ORHVS	2				
D) Electrification Works -) Electrification of 1000 stands or above completed in the past 15 years * Certified copies of Appointment Letters and corresponding completion certificates must be attached Failure to provide proof, a tenderer will score Zero (applicable to criteria)		Points		Maximum Points	Points Awarded	
Three (3) Projects for Electrification of 1000 stands or above completed successfully		10		30		
Four (4) Projects for Electrification of 1000 stands or above completed successfully		20				
Five (5) Projects for Electrification of 1000 stands or above completed successfully		30				
E) Financial Resources – In terms of bank letter to confirm financial assistance from approved Financial Institution. Failure to provide proof, a tenderer will score Zero (applicable to criteria)		Points		Maximum Points	Points Awarded	
1	Letter of good standing with financial institution	5		5		
Failure to reach the minimum threshold of 65 points will lead to a bid being non-responsive.				Minimum threshold	Maximum points	
TOTAL				65	100	
Rand West City Local Municipality reserves the right to appoint one or more contractor/s on this bid.						
The additional conditions of Tender are:						
a) RAND WEST CITY LOCAL MUNICIPALITY may also request that the Tenderer provide written evidence that his/her financial, labour and resources are adequate for carrying out the project.						
b) The RAND WEST CITY LOCAL MUNICIPALITY reserves the right to appoint a firm of chartered accountants and auditors and / or execute any other financial investigations on the financial resources of any Tenderer and the Tenderer shall provide all reasonable assistance in such investigations.						

The tenderer is to note that the following **Additional Relevant Documents** will form part of this contract and are not included in this document:

- a) Guidelines for the Implementation of Labour Intensive Infrastructure Projects under the Expanded Public Works Programme (EPWP);
- b) "CIDB Best Practice Guidelines for Labour Based Methods and Technologies for Employment of Labour Intensive Construction Works" available free of charge on the CIDB website www.cidb.co.za
- c) South African National Standards 1914-5", Targeted construction procurement – Part 5: Participation of targeted labour" and available at South African National Standards.

FORM G SCHEDULE OF PLANT AND EQUIPMENT

As part of Functionality Requirements, Tenderers must demonstrate their functionality ability to carry out this assignment successfully by completing the following table;

1. Plant and Equipment

No	Description	Number Required	Number Owned	Number to be Hired
1	8 Ton Crane Truck	1		
2	TLB	1		
3	Cherry Picker	1		

The tenderer must provide proof of ownership or letter of Intent / Agreement from Hiring Company is required to score points. Proof to be provided of ownership by means of certified vehicle registration(E-NATIS). Failure to provide proof, a tenderer will score Zero.

Name of Tenderer: _____ Date: _____

Signature: _____

Position: _____

Full name of signatory: _____

APPOINTMENT CONTRACTOR/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH PERIOD

RETURNABLE DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

FORM H SCHEDULE OF PREVIOUS EXPERIENCE

Tenderers are required to Provide proof of 5 previous experiences of similar projects completed in the construction of 20MVA substation or above by completing the following. Certified copies of appointment letters and corresponding completion certificates must be attached Failure to provide proof, a tenderer will score Zero

No	Project Name	Value in Rands R'000	Date		Employer		
			Assigned	Completed	Name of employer	Contact Person Name	Tel. No
1.							
2.							
3.							
4.							
5.							
6.							
7.							
8.							
9.							
10.							

Tenderers are required to Provide proof of 5 previous experiences of similar projects completed in the electrification of 1000 stands or above by completing the following. Certified copies of appointment letters and corresponding completion certificates must be attached Failure to provide proof, a tenderer will score Zero

Vo	Project Name	Value Rands R'000	in	Date		Employer		
				Assigned	Complete d	Name of employer	Contact Person Name	Tel. No
1								
2								
3								
4								
5								
6								
7								
8								
9								
10								

(TENDERERS ARE NOT TO REFER TO THEIR COMPANY PROFILE)
Tenderers are required to Attach Proof in the form of completion/handing over certificates.

Name of Tenderer: _____ Date: _____

Signature: _____ Position: _____

Full name of signatory: _____

RAND WEST CITY LOCAL MUNICIPALITY

APPOINTMENT CONTRACTOR/S FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH PERIOD

The Municipality reserves the right to appoint one or more contractor/s.

C 2.1 PRICING INSTRUCTIONS

- The General Conditions of Contract, the Contract Data, the Specifications (including the Project Specifications) and the Drawings shall be read in conjunction with the Bill of Quantities.
- The Bill comprises items covering the Contractor's profit and costs of general liabilities and of the construction of Temporary and Permanent Works.
- Although the Bidder is at liberty to insert a rate of his own choosing for each item in the Bill, he should note the fact that the Contractor is entitled, under various circumstances, to payment for additional work carried out and that the employer is obliged to base his assessment of the rates to be paid for such additional work on the rates the Contractor inserted in the Bill.
- Descriptions in the Bill of Quantities are abbreviated and may differ from those in the Standardized and Project Specifications. No consideration will be given to any claim by the Contractor submitted on such a basis. Should any requirement of the measurement and payment clause of the appropriate Standardized or Project Specification(s) be contrary to the terms of the Bill and the specification, the specifications shall prevail.
- Unless stated to the contrary, items are measured net in accordance with the specifications without any allowance having been made for waste.
- The amounts and rates to be inserted in the Bill of Quantities shall be the full inclusive amounts to the Employer for the work described under the several items. Such amounts shall cover all the costs and expenses that may be required in and for the supply and delivery of goods, and shall cover the costs of all general risks, profits, taxes (but excluding value-added tax), liabilities and obligations set forth or implied in the documents on which the Bid is based.
- An amount or rate shall be entered against each item in the Bill of Quantities, whether or not quantities are stated. An item against which no amount or rate is entered will be considered to be covered by the other amounts or rates in the Bill.
- The Bidder shall also fill in a rate against the items where the words "rate only" appear in the amount column. Although no work is foreseen under these items and no quantities are consequently given in the quantity column, the bidden rates shall apply should work under these items actually be required.
- Should the Bidder group a number of items together and bid one sum for such group of items, the single bidden sum shall apply to that group of items and not to each individual item, or should he indicate against any item that full compensation for such item has been included in another item, the rate for the item included in another item shall be deemed to be nil.

- The bid rates, prices and sums shall, subject only to the provisions of the Conditions of Contract, remain valid irrespective of any change in the quantities during the execution of the Contract.
- The quantities of work as measured and accepted and certified for payment in accordance with the Conditions of Contract, and not the quantities stated in the Bill of Quantities, will be used to determine payments to the Contractor. The validity of the Contract shall in no way be affected by differences between the quantities in the Bill of Quantities and the quantities certified for payment.
- For the purposes of this Bill of Quantities, the following words shall have the meanings hereby assigned to them:
 - **Unit:** The unit of measurement for each item of work as defined in the Standardized, Project or Particular Specifications
 - **Quantity:** The number of units of work for each item
 - **Rate:** The payment per unit of work at which the Bidder bids to do the work
 - **Amount:** The quantity of an item multiplied by the bid rate of the (same) item
 - **Sum:** An amount bid for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere, but of which the quantity of work is not measured in units
 - The units of measurement indicated in the Bill of Quantities are metric units. The following abbreviations may appear in the Bill of Quantities:

mm	=	millimetre
m	=	metre
km	=	kilometre
km-pass	=	kilometre-pass
m ²	=	square metre
m ² -pass	=	square metre-pass
ha	=	hectare
m ³	=	cubic metre
m ³ -km	=	cubic metre-kilometre
kW	=	kilowatt
kN	=	kilonewton
kg	=	kilogram
t	=	ton (1 000 kg)
%	=	per cent
MN	=	meganewton
MN-m	=	meganewton-metre
PC Sum	=	Prime Cost Sum
Prov Sum	=	Provisional Sum

APPOINTMENT CONTRACTOR/S FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH PERIOD

TENDER FOR THE APPOINTMENT OF CONTRACTOR

C 2.2.2 BILL OF QUANTITIES

Item	Description	Unit	Qty	Amount
	<u>CONCRETE DISTRIBUTION POLES SUPPLY AND DELIVERY ONLY</u>			
	9m Concrete poles (7kN)	Ea	1	R
	11m Concrete poles (7kN)	Ea	1	R
	13m Concrete poles (17kN)	Ea	1	R
	12m Concrete self-supporting pole (64kN)	Ea	1	R
	13m Concrete self-supporting pole (64kN)	Ea	1	R
	<u>TREATED WOODEN DISTRIBUTION POLES SUPPLY AND DELIVERY ONLY</u>			
	9m Wooden poles (175/200)	Ea	1	R
	11m Wooden poles (175/200)	Ea	1	R
	12m Wooden poles (175/200)	Ea	1	R
	13m Wooden poles (250/300)	Ea	1	R
	<u>STEEL DISTRIBUTION POLES SUPPLY AND DELIVERY ONLY</u>			

	9m Galvanized Steel distribution poles	Ea	1	R	
	11m Galvanized Steel distribution poles	Ea	1	R	
	12m Galvanized Steel distribution poles	Ea	1	R	
	<u>CONCRETE DISTRIBUTION POLES SUPPLY, DELIVERY, AND INSTALLATION</u>				
	9m Concrete poles (7kN)	Ea	1	R	
	11m Concrete poles (7kN)	Ea	1	R	
	13m Concrete poles (17kN)	Ea	1	R	
	13m Concrete self-supporting pole (64kN)	Ea	1	R	
	<u>TREATED WOODEN DISTRIBUTION POLES SUPPLY, DELIVERY, AND INSTALLATION</u>				
	9m Wooden poles (175/200)	Ea	1	R	
	11m Wooden poles (175/200)	Ea	1	R	
	12m Wooden poles (175/200)	Ea	1	R	
	13m Wooden poles (175/200)	Ea	1	R	
	<u>STEEL DISTRIBUTION POLES SUPPLY, DELIVERY, AND INSTALLATION</u>				
	9m Galvanized Steel distribution poles	Ea	1	R	
	11m Galvanized Steel distribution poles	Ea	1	R	

	12m Galvanized Steel distribution poles	Ea	1	R	
STEEL TRAFFIC POLES AND SPARES, SUPPLY, DELIVERY, AND INSTALLATION					
	AMR 3,3M Standard pole c/w mounting (Powder coated Sun yellow) Complete with foundation frame	Ea	1	R	
	AMR 6.2M Standard pole c/w mounting (Powder coated Sun yellow) Complete with foundation frame	Ea	1	R	
	Led traffic signals Red: 6.7W Full disc	Ea	1	R	
	Led traffic signals Amber:6.7W Full disc	Ea	1	R	
	Led traffic signals Green:6.7W full disc	Ea	1	R	
	Led traffic signals Amber arrow (left right or vertical)	Ea	1	R	
	Led traffic signals Green arrow (left right or vertical)	Ea	1	R	
	Led traffic signals Red standing man	Ea	1	R	
	Led traffic signals 3 aspect -S1	Ea	1	R	
	Led traffic signals 3 aspect -S2	Ea	1	R	
	Led traffic signals 3 aspect -S3	Ea	1	R	
	Led traffic signals 3 aspect -S4	Ea	1	R	
	Led traffic signals 3 aspect -S1B	Ea	1	R	

	Traffic light configurations 4 Aspect -S5	Ea	1	R	
	Traffic light configurations 4 Aspect -S6	Ea	1	R	
	Traffic light configurations 4 Aspect -S7	Ea	1	R	
	Traffic light configurations 4 Aspect -S8	Ea	1	R	
	Traffic light configurations 4 Aspect -S9	Ea	1	R	
	Traffic light configurations 5 Aspect -S8B (BUS)	Ea	1	R	
	Traffic light configurations 5 Aspect -S8B (BUS)	Ea	1	R	
	Traffic light configurations 2 Aspect - S10 Pedestrian	Ea	1	R	
	Traffic light configurations 2 Aspect - S11 Pedestrian	Ea	1	R	
	Traffic light configurations 2 Aspect - S12 (Bus)	Ea	1	R	
	Traffic light configurations 2 Aspect - S10B (Bus)	Ea	1	R	
	Visors - Polyethylene projecting 160mm form signal face	Ea	1	R	
	Back ground screen configurations 2 Aspect - S10	Ea	1	R	
	Back ground screen configurations 2 Aspect - S12	Ea	1	R	
	Back ground screen configurations 3 Aspect - S1	Ea	1	R	

	Background screen configurations 3 Aspect - S2	Ea	1	R	
	Background screen configurations 3 Aspect - S3	Ea	1	R	
	Back ground screen configurations 3 Aspect - S4	Ea	1	R	
	Background screen configurations 4 Aspect - S5	Ea	1	R	
	Background screen configurations 4 Aspect - S6	Ea	1	R	
	Background screen configurations 4 Aspect - S7	Ea	1	R	
	Back ground screen configurations 4 Aspect - S8	Ea	1	R	
	Back ground screen configurations 4 Aspect - S9	Ea	1	R	
	Pole top terminal box Fit into 114mm O.D. Pole (6 Way 15-Amp terminal strips)	Ea	1	R	
	Pole top terminal box covers/lids Cover for terminal box ONLY	Ea	1	R	
	Pedestrian push button complete (green push button) - Tamper proof with indented walking man emblem Mounting strap to fit pole from 100mm to 170mm	Ea	1	R	

	Supply and Install 2.5mm x 19 core control cable	M	500	R	
	Automotor Complete Traffic light controller AMR Type UA 8 phase controller Complete with: Pole - mount cabinet GPS Clock Configuration	Ea	1	R	
	<u>CONCRETE AND WOODEN POLES DRESS AND PLANT ((ESKOM SPEC))</u>				
	9m L/V poles with ABC	Ea	1	R	
	10m L/v poles with ABC	Ea	1	R	
	12m M/V pole with three 12kV insulators each (supply and install)	Ea	1	R	
	13m M/V pole with three 12Kv insulators each (supply and install)	Ea	1	R	
	Steel cross arm assembly 2.5m	Ea	1	R	
	<u>M/V STRUCTURES SUPPLY AND INSTALL</u>				
	Stay assembly complete (M/V 97k/N) wood/concrete poles (Eskom D-DT-0341)	Ea	1	R	

	M/V Reticulation strut assembly swivel bracket 11m & 12m poles (Eskom D-DT-0351)	Ea	1	R	
	M/V Reticulation strain assembly vertical (Eskom 30° deviation D-DT-0504)	Ea	1	R	
	M/V Reticulation strain assembly (Eskom 30° - 90° vertical D-DT-0505)	Ea	1	R	
	M/V Reticulation terminal assembly (Eskom Vertical D-DT-0507)	Ea	1	R	
	M/V Reticulation in-line strain assembly (Eskom Vertical 0° - 10° D-DT-0510)	Ea	1	R	
	M/V Reticulation Vertical 450 spacing strain large (Eskom 30° - 90° D-DT-1705)	Ea	1	R	
	M/V Reticulation Kite bracket (concrete pole) VE Kite 2	Ea	1	R	
	M/V Reticulation transformer 100-200kVA 2 pole platform mounted (H-Pole) Eskom D-DT- 1861	Ea	1	R	
	<u>PROTECTION AND LOAD BREAKERS</u>				
	<u>(SUPPLY, DELIVERY, INSTALLATION, AND COMMISSIONING OF)</u>				
	Lightning arrestors (M/V - 12kV 10kA) MV Joslyn lightning arrestors	Set	1	R	
	Drop-out fuses (links) NCX 11/12 kV Silicone	Set	1	R	

	Tri-Switch (Distribution Air break Switches) 24kV 630 Amp	Ea	1	R	
	160 Amp Mosdorf LV fuses (holders and fuses complete with mounting Bracket)	Set	1	R	
	<u>EARTHING</u>				
	3 Point star earth for LV and M/V drawing attach 10 Ohm(Ω) or lower	Ea	1	R	
	<u>CONDUCTORS (SUPPLY, INSTALLATION AND COMMISSIONING)</u>				
	3x95 mm ² ABC + insulated neutral + street light	m	1	R	
	3x70 mm ² ABC + insulated neutral + street light	m	1	R	
	3x35 mm ² ABC + insulated neutral + street light	m	1	R	
	3x25 mm ² ABC + insulated neutral	m	1	R	
	Hare (122.48mm sq ACSR)	m	1	R	
	Airdac cable 16mm ² Quote on 500 m drum supply and install	m	500	R	
	Airdac cable 10mm ² Quote on 500 m drum supply and install	m	500	R	
	35mm ² ABC 3 core + insulated neutral conductor overhead to house (per house connection)	Ea	1	R	

	25mm ² ABC 3 core + insulated neutral conductor overhead to house (per house connection)	m	1	R	
	25mm ² × 4 core SWA cable to house	m	1	R	
	16mm ² × 4 core SWA cable to house	m	1	R	
	16mm ² × 2 core SWA cable to house	m	1	R	
	Overhead LV per house connection (1 phase 16mm ² airdac)	m	1	R	
	LV CABLE JOINTS				
	LV joint for 185mm ² x 4 core cable	Ea	1	R	
	LV joint for 120mm ² x 4 core cable	Ea	1	R	
	LV joint for 95mm ² x 4 core cable	Ea	1	R	
	LV joint for 35mm ² x 4 core cable	Ea	1	R	
	LV joint for 25mm ² x 4 core cable	Ea	1	R	
	LV joint for 16mm ² x 4 core cable	Ea	1	R	
	SERVICE CONNECTION BOXES				
	1-8 Way pole top box (Rayline or similar) Supply and install	Ea	1	R	

	1-4 Way pole top box (Rayline or similar) Supply and install	Ea	1	R	
	Pole top box (Rayline or similar) Connection Only	Ea	1	R	
	Ground mounted existing Distribution box (Feeder cable connection only)	Ea	1	R	
	Repair broken LV overhead line by replacing with ABC conductor average of 60 meter span (Supply vehicle, material and labor)	Ea	1	R	
	<u>HV STRUCTURES</u>				
	Repair one broken king bird overhead line using a pre-form line splice on 132-kV overhead lines. (Supply vehicle, material and labour)	Per broken overhead line	1		
	Install MV meter cubicle	Ea	1		
	Installation of MV VCB + meter cubicle	Ea	1		
	<u>INSTALLATION OF OVERHEAD LINE EQUIPMENT SUPPLY AND INSTALL (L/V)</u>				
	LV Suspension assembly (ABC) Type ES 54-14 (EBM or Similar)	Ea	1		
	LV Suspension assembly (ABC) Type PSB 54- 50-35 (EBM or Similar)	Ea	1	R	

	LV Strain assembly (ABC) Type EAS 54-10 (EMB or Similar)	Ea	1	R	
	LV Strain assembly (ABC) Type PAB 1500 (EMB or Similar)	Ea	1	R	
	LV Strain clamp (ABC)	Ea	1	R	
	Heavy duty suspension clamp (ABC) Type ALM (EBM or Similar)	Ea	1	R	
	M.V. ABC Dead end assembly Type ASTP (EBM or Similar)	Ea	1	R	
	House service wall bracket Type HSU1	Ea	1	R	
	House service pole bracket Type HSU2	Ea	1	R	
	House service dead end for round cables Type STA 10-16	Ea	1	R	
	House service straining clamp Type PA 25/4	Ea	1	R	
	Small (PG Clamp) Type EBM 12/1x	Ea	1	R	
	Small (PG Clamp) Type EBM 6/1x	Ea	1	R	
	Big (PG clamp) Type EBM 619/2x	Ea	1	R	
	Insulation piercing connectors PC2-1 (16MM-95MM) or similar	Ea	1	R	
	Insulation Piercing connectors PC3WP1CF (25-95mm) or similar	Ea	1	R	
	Insulation Piercing connectors PC5WP1CF (35-150mm) or similar	Ea	1	R	

	Insulation Piercing connectors Bare to Insulated conductor BC-21F (35-95mm)(6-35mm) or similar	Ea	1	RR	
	Insulation Piercing connectors Bare to Insulated conductor WC-21F (25-95mm)(25-95mm) or similar	Ea	1	R	
	Pre insulated Joints type MJPT 35-25 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 35 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 70-35 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 70N or similar	Ea	1	R	
	Pre insulated Joints type MJPT 70 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 95 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 95-70 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 120 or similar	Ea	1	R	
	Pre insulated Joints type MJPT 150 or similar	Ea	1	R	
	Pre insulated Bimetal Lugs type CPTAU or similar -35	Ea	1	R	
	Pre insulated Bimetal Lugs type CPTAU or similar -70	Ea	1	R	
	Pre insulated Bimetal Lugs type CPTAU or similar -95	Ea	1	R	
	Pre insulated Bimetal Lugs type CPTAU or similar -120	Ea	1	R	

	Pre insulated Bimetal Lugs type CPTAU or similar -150	Ea	1	R	
	Pre insulated Bimetal Lugs type CPTAU or similar -54	Ea	1	R	
	Uninsulated Neutral Joint type or similar MJ-50	Ea	1	R	
	Bandit strap all cables to pole (1m Intervals)	Ea	1	R	
	<u>CABLE FAULT LOCATION</u>				
	Cable Fault finding (per cable)	Ea	1	R	
	Location of services by Cable locator	Ea	1	R	
	Radar ground scanning to locate underground services	Ea	1	R	
	Obtain way leave information	Ea	1	R	
	<u>MV CABLE TERMINATIONS AND JOINTS SUPPLY AND INSTALL</u>				
	MV feeder cable termination (240mm - 300mm PILC outdoor)	Ea	1	R	
	MV feeder cable termination (240mm - 300mm PILC Indoor)	Ea	1	R	
	MV feeder cable termination (120mm - 185mm PILC outdoor)	Ea	1	R	

	MV feeder cable termination (120mm - 185mm PILC indoor)	Ea	1	R	
	MV feeder cable termination (35mm - 95mm PILC outdoor)	Ea	1	R	
	MV feeder cable termination (35mm - 95mm PILC indoor)	Ea	1	R	
	MV feeder cable termination (240mm - 300mm XLPE outdoor)	Ea	1	R	
	MV feeder cable termination (240mm - 300mm XLPE Indoor)	Ea	1	R	
	MV feeder cable termination (120mm - 185mm XLPE outdoor)	Ea	1	R	
	MV feeder cable termination (120mm - 185mm XLPE indoor)	Ea	1	R	
	MV feeder cable termination (35mm - 95mm XLPE outdoor)	Ea	1	R	
	MV feeder cable termination (35mm - 95mm XLPE indoor)	Ea	1	R	
	MV feeder cable Joint Heat Shrink (240mm - 300mm PILC)	Ea	1	R	
	MV feeder cable Joint Heat Shrink (120mm - 185mm PILC)	Ea	1	R	
	MV feeder cable Joint Heat Shrink (35mm - 95mm PILC)	Ea	1	R	

	MV feeder cable Joint Heat Shrink - 300mm XLPE outdoor)	(240mm	Ea	1	R	
	MV feeder cable Joint Heat Shrink (120mm - 185mm XLPE)		Ea	1	R	
	MV feeder cable Heat Shrink (35mm - 95mm XLPE)		Ea	1	R	
<u>TRENCHING AND BACKFILLING</u>						
	Trenching - pickable soil, backfill, compact by hand		M ³	1	R	
	Trenching - soil machine excavation, backfill and compact		M ³	1	R	
	Trenching - lose rocks soil dig, backfill, compact		M ³	1	R	
	Trenching - lose rocks soil machine dig, backfill, compact		M ³	1	R	
	Rock wedge & power drill		M ³	1	R	
	Trenching - Rock requiring blasting		M ³	1	R	
	Backfill only		M ³	1	R	
	Danger tape (M/V Cable underneath)		M	1	R	
	Tar paving 60mm thick cut & remove		M ²	1	R	
	Concrete 100mm thick cut & remove		M ²	1	R	

	Interlock blocks lift	M ²	1	R
	Lifting of paving bricks	M ²	1	R
	Concrete slabs lifting & stacking	M ²	1	R
	Lift & stack preservation of lawn grass	M ²	1	R
	Reinstate used inter lock blocks	M ²	1	R
	Reinstate new inter lock blocks	M ²	1	R
	Reinstate used concrete slabs	M ²	1	R
	Reinstate new concrete slabs	M ²	1	R
	Reinstate used paving bricks	M ²	1	R
	Reinstate new paving bricks	M ²	1	R
	Backfill trench & compact only	M ²	1	R
	Supply dry clean river sand	M ³	1	R
	Supply acceptable filling soil	M ³	1	R
	Reinstate lawn	M ²	1	R
	Supply and install new lawn	M ²	1	R
	Reinstate and supply new tar	M ²	1	R
	Supply ready mix concrete	M ²	1	R
	Reinstate concrete	M ²	1	R
	Supply & backfill trench ready mix	M ³	1	R

	Trench on concrete road	M ³	1	R	
	Disposal of rock from excavations	M ³	1	R	
	Rock, rubble, spoil removal & disposal	M ³	1	R	
	Pumping out flooded trench	Ea	1	R	
	Installation of sleeves 110mm	Ea	1	R	
	<u>INSTALLATION OF M/V CABLE</u>				
	35mm - 95mm XLPE Alu	M	1	R	
	35mm - 95mm XLPE Cu	M	1	R	
	35mm - 95mm PILC Alu	M	1	R	
	35mm - 95mm PILC Cu	M	1	R	
	120mm - 185mm XLPE Alu	M	1	R	
	120mm - 185mm XLPE Cu	M	1	R	
	120mm - 185mm PILC Alu	M	1	R	
	120mm - 185mm PILC Cu	M	1	R	
	240mm - 300mm XLPE Alu	M	1	R	
	240mm - 300mm XLPE Cu	M	1	R	
	240mm - 300mm PILC Alu	M	1	R	
	240mm - 300mm PILC Cu	M	1	R	

<u>SUBSTATION BATTERY CHARGERS</u>				
	Supply Complete substation Battery Charger 110v (incl. 92 x 1,2V 20Ah ultra-low maintenance batteries) (Blue Ginger or similar)	Ea	1	R
	Supply Complete substation Battery Charger (30v incl. 25 x 1,2V 20Ah ultra-low maintenance Batteries) (Blue Ginger or similar)	Ea	1	R
	Supply substation battery charger, single batteries only (1,2V 20Ah ultra-low maintenance Batteries Lithium Ion) (Blue Ginger or similar)	Ea	1	R
<u>LABELING AND NUMBERING OF POLES AND TRANSFORMERS</u>				
	Supply and install aluminium pole numbering plates on wooden poles	Ea	1	R
	Supply and install aluminium pole numbering plates on steel poles (pop riveted to pole)	Ea	1	R
	Supply and install aluminium pole numbering plates on concrete poles (epoxy glued)	Ea	1	R
	Transformer labelling and numbering (See attached Eskom spec)	Ea	1	R
	Sign boards (For Projects Only)	Ea	1	R

PREPARATION AND PAINTING OF DISTRIBUTION POLES, STREETLIGHT POLES, MINIATURE SUBSTATIONS, SUBSTATION BUILDINGS AND TRAFFIC POLES					
	Supply and apply aluminium paint to steel streetlight and distribution poles	Liter	20	R	
	Supply and apply olive enamel paint to miniature substations (spray paint only)	Liter	20	R	
	Supply and apply white enamel paint to substation building inside and outside.	Liter	20	R	
	Supply and apply grey epoxy to substation floor.	Liter	20	R	
	Supply and apply orange enamel paint to substation doors.	Liter	20	R	
	Supply and apply Sunshine yellow Paint to traffic poles	Ea	1	R	
REPLACING OF STREETLIGHT FITTINGS					
	Replace streetlight fitting on 9m pole complete with supply and install (10.3×38mm 2Amp line fuse)	Ea	1	R	
	Replace streetlight fitting on 11m pole complete with supply and install (10.3×38mm 2Amp line fuse)	Ea	1	R	
	Replace streetlight fitting on 13m pole complete with supply and install (10.3×38mm 2Amp line fuse)	Ea	1	R	

<u>EMERGENCY CALL OUT</u>					
	Emergency call out	Ea	1	R	
	Emergency call out agricultural holdings	Ea	1	R	
	Tree cutting under emergency conditions	Ea	1	R	
	Standby-Attending to no power complaints incl technician, assistant & vehicle. Attending to no power complaints per day	Ea	1	R	
	Standby - Excavation Team incl Supervisor, 5 assistants & vehicle.	Ea	1	R	
<u>SUPPLY AND DELIVER READY BOARD WITH BULKHEAD</u>					
	- Includes: 1 x QA 17C 63A, 2 x QA-1 13mm 20A, 1 x Switched Bulkhead, 3 x 16A Switched Sockets, 1 x 6A Euro Socket - Compatible with all the prepayment meters - Knockouts for additional circuit breakers and/or auxiliary products as well as 15 access points for conduit or twin and earth wire	Ea	1	R	

	- Switches (light and socket outlets) have a glow-in-dark fluorescent insert - Warning labels - Bulkhead light - Earth Leakage protection - Sealing facility - Mounting lugs 6A Euro Switched socket - Meets SANS 10142 specifications			
		Total	R	
Items not listed: Purchase Price			+ (plus)	10%

Note: Items that are not listed in the pricing schedule shall be sourced at market related prices determined through three quotes and/or cost plus 10%.

All prices must include V.A.T.

DATE : _____

NAME OF SERVICE PROVIDER : _____

RAND WEST CITY LOCAL MUNICIPALITY

TENDER NO: RWCLM-3/020/2016-2017: APPOINTMENT CONTRACTOR/S FOR THE SUPPLY, DELIVERY AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH PERIOD

TENDER FOR THE APPOINTMENT OF CONTRACTOR/S

C 3 SCOPE OF WORKS

C 3.1 Employer's Objective

The objective of the employer is to improve the delivery of services to the community it serves in accordance with its constitutional mandate.

Through this project, the employer seeks to appoint a panel of three contractors to execute the construction of this project successfully within the parameters of time, cost and quality.

C 3.2 Overview of the Works

This tender calls for the supply, delivery and installation of electrical networks including and not limited to the Bulk Substations, Electrification and Maintenance activities on an as and when required basis for the period of 36 Months.

The bulk substations shall be based on RWCLM Electrical Consultants designs and estimated as determined by the Municipality.

Items that are not listed in the pricing schedule shall be sourced at market related prices determined through three quotes and/or cost plus 10%.

The Municipality reserves the right to appoint one and/or a maximum of six contractors.

C 3.3 Extend of the Works

Removal of existing overhead line and installing new overhead line

Overhead networks

- Areas for replacement will be indicated during the compulsory site briefing.
- Local labourers will be appointed by the contractor and issued with full PPE as required by the OHS act and number of local labourers will be adapted per project size.
- The appointed contractor will supply all picks, shovels and any other equipment required to complete the work.
- The M/V conductor will be Hare conductor for the entire length of all M/V overhead lines.
- All the L/V overhead lines will be 95mm² ABC + insulated neutral including streetlight conductor.
- All new poles will be concrete poles, however the existing poles where lines must be replaced are a mix of wooden and concrete poles.

- Obtain way leaves and adhere to regulations of different services.
- Install proper road signs and barricading.
- Adhere to all safety regulations on public roads.
- Install all overhead conductors M/V and L/V using proper stringing pulleys.
- All conductor tensions will be verified by means of a calibrated dynamometer at the manufacturer's specified tension.
- All transformers and new transformer frames will be earthed by means of a crows foot type earth lay out and will include 2M earth spikes.

Installation of M/V Cables

- Close cable with rock free soft soil.
- Supply and install cable marker tape 300mm above cable.
- Close and compact cable trench. Compacting in layers of no more than 150 mm backfill before compacting from the lowest layer to 300 mm from the top end at 90 MAASHOT and the remainder at 93 MAASHOT.
- Connect all cables and reinstate cement screeting and river sand in both substations.
- Clean site and remove all superfluous material.
- Supply and install 110mm² sleeves for all road crossings.
- Reinstate all driveways and road crossing on the route
- Return all redundant material to municipal store.
- Pressure test cables to minimum standards.

Supply of substation battery chargers and batteries

- Supply and delivery of complete battery chargers (30V) including batteries.
- Supply and delivery of complete battery charger (110V) including batteries.
- Supply and delivery of batteries per battery.

Supply and delivery of concrete poles

- 9 meter concrete poles (7kN)
- 11 meter concrete poles (7kN)
- 13 meter concrete poles (17kN)
- 13 meter concrete self-supporting pole (64kN)

Supply and delivery of treated wooden poles

- 9 meter treated wooden poles (175/200)
- 11 meter treated wooden poles (175/200)
- 12 meter treated wooden poles (175/200)
- 13 meter treated wooden poles (175/200)

Supply and delivery of galvanized steel poles

- 9-meter galvanized steel poles
- 11-meter galvanized steel poles
- 12-meter galvanized steel poles

Painting of steel poles, substations and miniature substations

- Supply and apply aluminium paint to steel poles.
- Supply and apply sunshine yellow paint to traffic poles.
- Supply and painting of substation floors with grey epoxy paint.
- Supply and painting of substation walls.
- Supply and painting of miniature substations

- Supply and painting of substation doors

Numbering of poles

- Supply and install aluminium pole numbering plates on wooden poles.
- Supply and install aluminium pole numbering plates on steel poles (pop riveted to pole)
- Supply and install aluminium pole numbering plates on concrete poles (epoxy glued)
- Transformer labelling and numbering (See attached Eskom spec)

Replacing of streetlight fittings. (Municipality to supply the fitting)

- Replace streetlight fitting on 9m pole complete with supply and install (10.3×38mm 2Amp line fuse)
- Replace streetlight fitting on 11m pole complete with supply and install (10.3×38mm 2Amp line fuse)
- Replace streetlight fitting on 13m pole complete with supply and install (10.3×38mm 2Amp line fuse)

Emergency Call Out

- Emergency call out.
- Emergency call out agricultural holdings.
- Tree cutting under emergency conditions.
- Standby Attending to no power complaints incl. technician, assistant & vehicle.
Attending to no power complaints per day
- Standby - Excavation Team incl. Supervisor, 5 assistants & vehicle.

Steel traffic poles and spares, supply, delivery and installation

- AMR 3,3M Standard pole c/w mounting (Powder coated Sun yellow) Complete with foundation frame.
- AMR 6.2M Standard pole c/w mounting (Powder coated Sun yellow) Complete with foundation frame.
- Led traffic signals Red: 6.7W Full disc.
- Led traffic signals Amber: 6.7W Full disc.
- Led traffic signals Green: 6.7W full disc.
- Led traffic signals Amber arrow (left right or vertical)
- Led traffic signals Green arrow (left right or vertical)
- Led traffic signals Red standing man
- Led traffic signals 3 aspect -S1.
- Led traffic signals 3 aspect -S2.
- Led traffic signals 3 aspect -S3.
- Led traffic signals 3 aspect -S4.
- Led traffic signals 3 aspect -S1B.
- Traffic light configurations 4 Aspect -S5
- Traffic light configurations 4 Aspect -S6
- Traffic light configurations 4 Aspect -S7
- Traffic light configurations 4 Aspect -S8
- Traffic light configurations 4 Aspect -S9
- Traffic light configurations 5 Aspect -S8B (BUS)

- Traffic light configurations 5 Aspect –S8B (BUS)
- Traffic light configurations 2 Aspect – S10 Pedestrian
- Traffic light configurations 2 Aspect – S11 Pedestrian
- Traffic light configurations 2 Aspect – S12 (Bus)
- Traffic light configurations 2 Aspect – S10B (Bus)
- Visors - Polyethylene projecting 160mm from signal face
- Background screen configurations 2 Aspect – S10
- Background screen configurations 2 Aspect – S12
- Background screen configurations 3 Aspect – S1
- Background screen configurations 3 Aspect – S2
- Background screen configurations 3 Aspect – S3
- Background screen configurations 3 Aspect – S4
- Background screen configurations 4 Aspect – S5
- Background screen configurations 4 Aspect – S6
- Background screen configurations 4 Aspect – S7
- Background screen configurations 4 Aspect – S8
- Background screen configurations 4 Aspect – S9
- Pole top terminal box Fit into 114mm O.D. Pole (6 Way 15-Amp terminal strips)
- Pole top terminal box covers/lids Cover for terminal box ONLY.
- Pedestrian push button complete (green push button) - Tamper proof with indented walking man emblem Mounting strap to fit pole from 100mm to 170mm
- Automotor Complete Traffic light controller
 - AMR Type UA 8 phase controller
 - Complete with:
 - Pole – mount cabinet
 - GPS Clock
 - Configuration

Supply and deliver Ready board with Bulkhead.

- Includes: 1 x QA 17C 63A, 2 x QA-1 13mm 20A, 1 x Switched Bulkhead, 3 x 16A Switched Sockets, 1 x 6A Euro Socket
- Compatible with all the prepayment meters
- Knockouts for additional circuit breakers and/or auxiliary products as well as 15 access points for conduit or twin and earth wire
- Switches (light and socket outlets) have a glow-in-dark fluorescent insert.
- Warning labels
- Bulkhead light
- Earth Leakage protection
- Sealing facility
- Mounting lugs
- 6A Euro Switched socket.
- Meets SANS 10142 specifications.

Construction of Bulk Substation / Switching Station

- Construction of 17.2m x 7m switching station this include 3.5m Mimic room. Size of actual development substation or switching station to be approved by Rand West City Local Municipality and based on the design and Engineering estimates. (RWCLM appointed consultants).

- The bulk substations shall be based of RWCLM Electrical Consultants designs and estimated as determined by the Municipality. (RWCLM appointed consultants).

APPOINTMENT CONTRACTOR/S FOR THE SUPPLY, DELIVERY, AND INSTALLATION OF ELECTRICAL NETWORK (ELECTRIFICATION AND MAINTENANCE ACTIVITIES) ON AN AS AND WHEN REQUIRED BASIS FOR A 36-MONTH PERIOD

C 4 PROJECT SPECIFICATIONS

TECHNICAL SPECIFICATION

GENERAL

Quantities will be as indicated in the BoQ and are only for evaluation purposes. All quantities will be altered according to demand and project specific requirements. The quantities will be identified by the Municipal Electrical Manager and will be ordered by means of an official purchase order accordingly in for the Rand West City Local Municipality.

All deliveries are to be made to the Municipal Electrical Workshop which is situated on the corner of Fedler and Munsey Streets in Randfontein. The GPS co-ordinates are 26°11'03.39" S and 27°41'53.21" E.

PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

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

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

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

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

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

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

*Delete if not applicable

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including 'a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 3.1 Full Name of bidder or his or her representative:.....
 - 3.2 Identity Number:
 - 3.3 Position occupied in the Company (director, trustee, hareholder²):.....
 - 3.4 Company Registration Number:
 - 3.5 Tax Reference Number:.....
 - 3.6 VAT Registration Number:
 - 3.7 The names of all directors / trustees / shareholders members, their individual identity numbers and state employee numbers must be indicated in paragraph 4 below.
 - 3.8 Are you presently in the service of the state? YES / NO
 - 3.8.1 If yes, furnish particulars.

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.10.1 If yes, furnish particulars.

.....

.....

3.11 Are you, aware of any relationship (family, friend, other) between any other bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid? YES / NO

3.11.1 If yes, furnish particulars

.....

.....

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

3.12.1 If yes, furnish particulars.

.....

.....

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

3.13.1 If yes, furnish particulars.

.....

.....

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

3.14.1 If yes, furnish particulars:

.....

.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

1 Are you by law required to prepare annual financial statements for auditing?

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

***YES/NO**

.....

.....

2 Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days?

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

2.2 If yes, provide particulars.

.....

.....

.....

.....

* Delete if not applicable

***YES / NO**

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

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic?

***YES / NO**

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 \\
 Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \text{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)
 \end{array}$$

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = 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 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)
At least 51% black ownership	5	10		
At least 51% Women ownership	5	10		

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:	.....
	
	
	

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Municipal Bidding Document (MBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2011 and the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by the South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as required in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if –

- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
- (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **“bid”** includes written price quotations, advertised competitive bids or proposals;
 - 2.2. **“bid price”** price offered by the bidder, excluding value added tax (VAT);
 - 2.3. **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
 - 2.4. **“designated sector”** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
 - 2.5. **“duly sign”** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
 - 2.6. **“imported content”** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour and intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
 - 2.7. **“local content”** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
 - 2.8. **“stipulated minimum threshold”** means that portion of local production and content as determined by the Department of Trade and Industry; and
 - 2.9. **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.
3. **The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
--	-------------------------------------

	_____ %
	_____ %
	_____ %

4. Does any portion of the services, works or goods offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 4.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by the SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za.

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
- (b) Practice number:
- (c) Telephone and cell number:
- (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

6. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the Accounting Officer / Accounting Authority provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Municipality / Municipal Entity):
.....

NB

1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thedti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that

- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (ii) the declaration templates have been audited and certified to be correct.

(c) The local content percentages (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C;

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above. The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Municipality /Municipal Entity has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Municipal / Municipal Entity imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 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). 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.	Yes ☐	No ☐
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for 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 ☐	No ☐
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐

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

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 *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

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

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

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.

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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

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

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

Js General Conditions of Contract (revised July 2010)