

### RAND WEST CITY LOCAL MUNICIPALITY

### **TENDER DOCUMENT**

Bid No: RWCLM-3/002/2025-2026

Appointment of a panel of service providers to supply and deliver electrical stock items to the main stores, on as and when required for a period of 36 months.

Name of Tenderer	:
Address	:
Tel. Number	:
Cell number	•
Fax number	•
E-mail	:
Total Rid Amount (	(for 36 months):

ISSUED BY;

THE MUNICIPAL MANAGER

Rand West City Local

Municipality

P O Box 218

Randfontein

1760

Tel: 010 496 7126



### Special conditions of contract and required documentation

- 1. The following administrative documents must be submitted with the tender document and failure to submit either may lead to your submission being declared non-responsive:
  - Valid Quotation for at least ninety (90) days from the closing date and must be inclusive of VAT if the bidder is a VAT vendor.
  - A tax pin compliance certificate
  - CSD registration summary report.
  - Original BBBEE certificate, certified copy or a 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 BBBE or Specific Goals. Must be a consolidated
    certificate for Joint Ventures.
  - To claim 20 points of specific goals:
    - bidders must demonstrate to have at least 51% black ownership and at least 51% female ownership either on the BBB-EE certificate, Sworn Affidavit-BBB-EE qualifying Small Enterprise-General, or CSD Registration Summary Report.
  - Copies of Company Registration and certified ID copies of company managing directors.
  - Completed MBD FORMS.
  - A current municipal account statement reflecting the bidder is not in arrears for more than 3 months, or a valid
    lease agreement signed by both parties the lessee and lessor or SAPS affidavit stating that the bidder not obliged
    to pay municipal rates. Should a company have more than one director, all directors are required to submit their
    municipal accounts or lease agreements supported by lessor municipal account.
  - The Rand West City Local Municipality has approved the authorisation of a 2% Corporate Social Responsibility
    (CSR) Levy inclusive of vat, to be deducted from all successful service providers that are doing business with
    RWCLM. The Rand West City Local Municipality Corporate Social Responsibility will cover initiatives such as
    - 1. Education
    - 2. Socio-economic development
    - 3. Sport, Arts, Culture and Recreation
    - 4. Differently abled persons, previously disadvantaged grouping and marginalised communities amongst others
    - 5. Other Corporate Social Responsibility Initiatives

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

### 2. 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.
- Where applicable 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: applicable or not applicable

COMPULSORY BRIEFING SESSION: not applicable

Acknowledgement	
Signature	



## PART A INVITATION TO BID

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YOU ARE HERE	BY INVITED TO BID		MENIS C	)F IHE (/	VAME OF	MUNICIPAL	IT Y/ MUNICIPA	ALENIIII)	
	RWCLM-3/002/2025					01.00	NO TIME	4411-00	
BID NUMBER:	2026	CLOSING D	ATE: 1	02 Decer	nber 2025		NG TIME:	11H:00	
DECODIBEION	Appointment of a pai	nel of service pro	oviders to	supply an	ia deliver e	electrical stoc	ck items to the h	nain stores, on as and whe	an required
DESCRIPTION	for a period of 36 mg	ontas.	O EILL IN	AND CI	SALA MIDI	ITTEN CONT	DACT EODM	(MDD7)	
	DOCUMENTS MAY			AND SI	JIV A VVK	II I EN CON	KACI FORM	(MODI).	
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SUPPLIER INFO	RMATION								4
NAME OF BIDDE	R								
POSTAL ADDRE	SS		,						
STREET ADDRE	SS_								
TELEPHONE NU	MBER	CODE			N	UMBER			-
CELLPHONE NU	MBER						<del>-</del>		
FACSIMILE NUM	BER	CODE			N	UMBER			
E-MAIL ADDRES	s								
VAT REGISTRAT	TION NUMBER								_
TAX COMPLIANO	CE STATUS	TCS PIN:				SD No:	S		
ARE YOU THE A REPRESENTATI AFRICA FOR TH /SERVICES OFF	VE IN SOUTH E GOODS	☐Yes [IF YES ENCL		_]No DOF]	BASED		∐Yes	ANSWER PART B:3 ]	□No
TOTAL NUMBER	ROFITEMS				TOTAL	BID PRICE	R		
SIGNATURE OF					DATE				
CAPACITY UND BID IS SIGNED	ER WHICH THIS								
	DURE ENQUIRIES	MAY BE DIRECT	TED TO:	TECHN	IICAL INF	FORMATION	MAY BE DIRE	CTED TO:	
DEPARTMENT		Infrastructure			ACT PERS	_	M Manyisa		
CONTACT PERS	SON	Mr M Van Ren	sburg		HONE N		010 496 713	26	
TELEPHONE NU		010 496 8886		-	MILE NUN				122
FACSIMILE NUM					ADDRES		Mosimaneg	ape.manyisa@randwest	city.gov.za
17.15.5	<u> </u>	Marius.VanRe	nsburg				<u></u> v		
E-MAIL ADDRES	S	@randwestcit							

# PART B TERMS AND CONDITIONS FOR BIDDING

1.	BID SUBMISSION:		
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CO CONSIDERATION.	RRECT ADDRESS. LATE BI	DS WILL NOT BE ACCEPTED FOR
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVID	ED (NOT TO BE RE-TYPED	) OR ONLINE
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONDITIONS OF CONTRACT.		
2.	TAX COMPLIANCE REQUIREMENTS		
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATION	ONS.	
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL II THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND T		PIN) ISSUED BY SARS TO ENABLE
2.3	APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFIC USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTS WWW.SARS.GOV.ZA.	ATE OR PIN MAY ALSO BE R WITH SARS AS E-FIL	MADE VIA E-FILING. IN ORDER TO LERS THROUGH THE WEBSITE
2.4	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTION	ONNAIRE IN PART B:3.	
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGET	HER WITH THE BID.	
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTOTCS CERTIFICATE / PIN / CSD NUMBER.	RS ARE INVOLVED, EACH P	ARTY MUST SUBMIT A SEPARATE
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON MUST BE PROVIDED.	THE CENTRAL SUPPLIER I	DATABASE (CSD), A CSD NUMBER
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 I	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 TH SYS	HE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQ FEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SA	UIREMENT TO REGISTER F RS) AND IF NOT REGISTER	OR A TAX COMPLIANCE STATUS AS PER 2.3 ABOVE.
	FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY REBIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF T		
SIG	NATURE OF BIDDER:		
CAF	PACITY UNDER WHICH THIS BID IS SIGNED:		
DAT	E:		

### **EVALUATION CRITERIA**

own Com prov regis	astructure and Resources Availa ership or letter of Intent or Agre pany is required to score points vided of ownership by means of o stration (eNatis), Failure to prov score Zero	ement fro . Proof to certified v	om Hiring be rehicle	Maximum Points	Points Awarded
Item	Equipment	Hiring	Ownership		
1	LDV's (One)	20	25	25	-
experie Deliver Institut Comple Certific and coi and sig note No	ted in the past 5 years * ed copies of purchase order rresponding (client stamped med) delivery notes, please O appointment letters will be ed	P	oints	Maximum Points	Points Awarded
Five (5) notes	Signed and stamped delivery		10		
	) Signed and stamped delivery		15	25	
Fifteen deliver	(15) Signed and stamped y notes		25		
			Min	Max	
	TOTAL		30	50	

### RAND WEST CITY LOCAL MUNICIPALITY

## APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER ELECTRICAL STOCK ITEMS TO THE MAIN STORES, ON AS AND WHEN REQUIRED FOR A PERIOD OF 36 MONTHS

### TENDER FOR THE APPOINTMENT OF ONE OR MORE SUPPLIER/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 bidded 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 bidded 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 bidded 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 <u>not</u> 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 bidded rate of the (same) item
- **Sum:** An amount bidded 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:

millimetre mm metre m kilometre km kilometre-pass km-pass= m² square metre  $m^2$ -pass= square metre-pass hectare ha  $m^3$ cubic metre cubic metre-kilometre  $m^3$ -km = kilowatt kW kilonewton kN kg = kilogram t: = ton (1 000 kg) per cent % = MN meganewton = meganewton-metre MN-m =Prime Cost Sum PC Sum = Provisional Sum Prov Sum=

# APPOINTMENT OF A PANEL OF SERVICE PROVIDERS TO SUPPLY AND DELIVER ELECTRICAL STOCK ITEMS TO THE MAIN STORES, ON AS AND WHEN PERIOD OF 36 MONTHS

# TENDER FOR THE APPOINTMENT OF ONE OR MORE SUPPLIER/S

All items to be supplied must bear the SABS mark or be Eskom approved.

# C 2.2.2 BILL OF QUANTITIES

Total (Inc. delivery)	œ	œ	<b>&amp;</b>	Α.	22	œ	<u>د</u>	~	۷.	œ
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UNIT	EA	EA	EA	EA	EA	EA	E	E	EA	EA
QIV	н	Н	1	1	1	1	Н	Н	₩	1
TYPE/SERIAL NUMBER	160MJ29-6	200MJ29-6	250MJ29-6	315MJ29-6	MJ29 Fuse carriage	160MJ30-7	200MJ30-7	250MJ30-7	315MJ30-7	MJ30 Fuse carriage
FUSES	160-Amp Fuse	200-Amp Fuse	250-Amp Fuse	315-Amp Fuse	Fuse carriage	160-Amp Fuse	200-Amp Fuse	250-Amp Fuse	315-Amp Fuse	Fuse carriage
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160-A	160-Amp Fuse	160MJ31-7	⊣	EA	R	2
200-Amp Fuse	ip Fuse	200-MJ31-7	1	EA	R	ж.
250-A	250-Amp Fuse	250MJ31-7	1	EA	R	R
315-4	315-Amp Fuse	315MJ31-7	1	EA	R	8
200-/	500-Amp Fuse	500MJ31-7	H	EA	R	Δ.
Fuse	Fuse carriage	MJ31 Fuse carriage	1	EA	æ	R
160-	160-Amp Fuse	160NHG00B-500V	Н	EA	œ	2
200	200-Amp Fuse	200NHG1B-500V	1	EA	R	R
250	250-Amp Fuse	250NHG1B-500V	1	EA	æ	2
315	315-Amp Fuse	315NHG02B-500V	1	EA	æ	R
335	335-Amp Fuse	335NHG2B-500V	ļ <del>(1</del>	EA	R	R
400	400-Amp Fuse	400NHG2B-500V	П	EA	R	8
200	500-Amp Fuse	500NHG3B-500V	71	EA	R	~
160	160-Amp Fuse	Q-00QS/00HN	1	EA	R	2
160	160-Amp Fuse	DD160/415V	П	EA	æ	~
200	200-Amp Fuse	DD200/415V	₽	EA	۳	œ

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EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
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DD250/415V	DD315/415V	DD400/415V	254mm 120EFMA 31.5A	254mm 120EFMA 63A	254mm 120EFMA 50A	254mm 120EFMA 100A	Complete M/V drop out fuse holders (Silicon)	Fuse wires with removable button head T33KR10	Fuse wires with removable button head T33KR15	Fuse wires with removable button head T33KR20	Fuse wires with removable button head T33KR30
250-Amp Fuse	315-Amp Fuse	400-Amp Fuse	31,5-Amp	63-Amp	50-Amp	100-Amp	M/V Drop out fuse cut- outs	10-A Drop out fuse cut- outs	15-A Drop out fuse cut- outs	20-A Drop out fuse cut- outs	30-A Drop out fuse cut- outs
27.	28.	29.	30.	31.	32.	33.	34.	35.	36.	37.	38.

51.	Galvanized steel stay wire		Н	ROLL	Ж	2
52.	Open wire rope thimble	EBM3026	Н	EA	В	2
53.	Guy grip dead ends		1	EA	æ	2
54.	Stay straps	EBM3032	1	EA	æ	2
55.	Stay base plates	300x300x6	1	EA	æ	8
56.	Stay base plates	450x450x6	1	EA	œ	٣.
57.	Stay base plates	9×00×009	-	EA	æ	R
58.	EBM SILICONE INSULATORS	S744-CT Clevis tongue	1	EA	w_	R
59.	EBM SILICONE INSULATORS	S744-BS Ball/Socket	₩	EA	R	~
60.	INSULATORS	MW19-11-98 M1	↔	EA	R	82.
61.	Insulators	EMC 4kN D 31mm	1	EA	W.	R
62.	Porcelain insulators	11kV cap less	1	EA	œ	8
63.	Porcelain insulators	11kV Metal less	Н	EA	œ	8
64.	LV Suspension assembly (ABC)	ES 54-14		EA	æ	٣
65.	LV Strain assembly (ABC)	EAS 54-10	н	EA	<u>«</u>	R
66.	LV Strain clamp (ABC)	PA 1500	H	EA	œ	~
67.	LV Strain clamp (ABC)	PAB 1500	н	EA	~	٣

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PS 54-50-35	PSB 54-50-35	PS3943	PS3035	PS2026	PS1620	PS516	ALM	PAG25-120	ASTP	M16	D-DT N°	HSU1	HSU2	STA 10-16	7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7 7
LV Suspension clamp P	LV Suspension clamp P (ABC)		<u> </u>	Suspension clamp		Heavy duty suspension relamp (ABC)	M.V. ABC Suspension assembly	Dead end clamp	M.V. Dead end assembly (ABC)	Pig tail bolt	Pig tail screw	House service wall bracket	House service pole bracket	House service dead end	for round cables
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EA	EA	EA	EA		EA	EA	EA	EA	E	EA	EA	EA	EA	EA	EA
Н	1	1	1	1	-	-	Н	1	н	П	1	₽	₽	-	1
STA 2 x 16-35	PA 25/4	Single type (4-12mm) Al-1B	Single type(4-19mm) AI-2B	PC2-1 (16MM-95MM)	PC3WP2F (25-95mm)	PC4WP1F (50- 185mm)	PC3WP2CF (25- 95mm)	PC1WP1F (16-95mm)	BC2WP1F (35-70MM)	BC2WP1CF (25- 70MM)	MJPT 16	MJPT 25-16	MJPT 35-16	MJPT 35	MJPT 50-35
Dead end clamp	House service straining clamp	Small (PG Clamp)	Big (PG clamp)	Insulation piercing connectors	Waterproof connector for bare conductor	Waterproof connector for bare conductor			Pre insulated joints						
80.	81.	82.	83.	84.	85.	86.	87.	88.	89.	90.			91.	.,	

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	MJPT 50	MJPT 70-35	MJPT 70-50	MJPT 54	MJPT 70N	MJPT 70	MJPT 95	MJPT 95-35	MJPT 95-50	MJPT 95-70	MJPT 95-54	MJPT 120	MJPT 150	CPTAU-16	CPTAU-25	CPTAU-35	CL TAR
															Pre insulated bi-metal	lugs	
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		CPTAU-54	Н	EA	м.	2
		CPTAU-70		EA	æ	R
		CPTAU-95	П	EA	R	R
		CPTAU-120	-	EA	R	R
		CPTAU-150	1	EA	æ	«۷
93.	150-Amp 3 phase	(25kA)	1	EA	<b>&amp;</b>	α.
94.	200-Amp 3 phase	(25kA)	7	EA	R	8
95.	250-Amp 3 phase	(25kA)	1	EA	œ	~
96.	300-Amp 3 phase	(25kA)	₽	EA	œ	8
97.	10-Amp (6kA) single phase	QF-1(26MM)10A S/P 6KA CIRCUIT BREAKER	н	EA	œ	æ
98.	20-Amp (6kA) single phase	QF-1(26MM)20A S/P 6KA CIRCUIT BREAKER	⊣	EA	œ	œ
99.	30-Amp (6kA) single phase	QF-1(26MM)30A S/P 6KA CIRCUIT BREAKER	₩.	EA	~	~
100.	45-Amp (6kA) single phase	QF-1(26MM)45A S/P 6KA CIRCUIT BREAKER	<b>н</b>	EA	œ	œ
101.	50-Amp (6kA) single phase	QF-1(26MM)50A S/P 6KA CIRCUIT BREAKER	Н	EA	~	<b>~</b>
102.	60-Amp (6kA) single phase	Dual Mount Circuit Breaker C1 1 Pole 6kA - QF-1(26)	⊣	EA	œ	œ
103.	80-Amp (6kA) single phase	Dual Mount Circuit Breaker C1 1 Pole 6kA - QF-1(26)	-	EA	Œ	Ψ.

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EA	EA	I EA		L EA	I EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 EA	1 E	E
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Dual Mount Circuit Breaker C1 1 Pole 6kA - QF-1(26)	With overload protection	With overload protection	PM3	91-A1 (538/J1K)	91-A2 (538/J2K)	91-A3 (538/J2.5K)	91-A4 (538/J3K)	91-A5 (538/15K)	91-A6 (538/J6K)	Small (70/35)	Large (100/45)	No. 0 (BWR0)	No. 0 (SHP0)	No. 1 (BWR1)	No. 1 (SHP1)
100-Amp (6kA) single phase	60-Ampere single phase earth leakage (5kA)	80-Ampere three phase earth leakage 5kA	Circuit breaker pole mounting box	Cable joint kit	Cable joint kit	Cable joint kit	Cable joint kit	Cable joint kit	Cable joint kit	Cable top ends	Cable top ends	Cable glands (Armoured cable)	Shroud for cable gland	Cable glands (Armoured cable)	Shroud for cable gland
104.	105.	106.	107.	108.	109.	110.	111.	112.	113.	114.	115.	116.	117.	118.	119.

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EA	EA	EA	EA	EA	EA	EA								
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No. 2 (BWR2)	No. 2 (SHP2)	No. 3 (BWR3)	No. 3 (SHP3)	No. 4 (BWR4)	No. 4 (SHP4)	No. 5 (BWR5)	No. 5 (SHP5)	No. 6 (BWR6)	No. 6 (SHP6)	15-Amp 220V- 240Volt 50Hz Model LR100 FSW-12218	16-Amp	NATIONAL DAYLIGHT SWITCH 16A OPAL MOD16 NS316 16A 200-250V	Electronic 24 hrs 7 day/week (MTD2)	Drum type
Cable glands (Armoured cable)	Shroud for cable gland	Cable glands (Armoured cable)	Shroud for cable gland	Cable glands (Armoured cable)	Shroud for cable gland	Cable glands (Armoured cable)	Shroud for cable gland	Cable glands (Armoured cable)	Shroud for cable gland	Photocell (Day002)	Photocell (NS116)	Miniature photo cell	Timers	Timers
120.	121.	122.	123.	124.	125.	126.	127.	128.	129.	130.	131.	132.	133.	134.

135.	Ripple relay	R03-425HZ (Rip001) (DB033)	н	EA	~	X.
136.	Contactor (32-Amp) 220- Volt	(32-Amp 220V/50Hz (MCE- D3210-M)	-	EA	~	22
137.	Contactor (32-Amp) 415- Volt	(32-Amp 220V/50Hz (MCE- D3210-Q)	1	EA	œ	~
138.	Contactor(63-Amp) 380- Volt	(63-Amp) 415-Volt 50Hz (MCE-D6511-Q)	1	EA	œ	α.
139.	Contactor(200-Amp) 380- Volt	CNS C4084 JEM1038	⊣	EA	~	2
140.	Bussmann cartridge fuse	(Size: 10.3 /38mm C10G10 10Amp 500VAC	П	EA	œ	~
141.	125W Chokes Parry	OMB125W 17-006	Н	EA	~	R
142.	250W Chokes	High pressure sodium (HS250H) NBF17- 00019	н	EA	æ	œ
143.	400W Chokes	High pressure sodium (HS400H) 17-00025	H	EA	~	8
144.	400W Chokes	NK400T HPS 17- 00022	₽	EA	œ	~
145.	Capacitors	20 Ųfd 250V/50HZ CAR-20MF	Н	EA	œ	œ
146.	Capacitors	30Ųfd 250V/50HZ CAS-30MF	ਜ਼	EA	œ	œ
147.	Igniters Parry	MZN400 15-00014	↔	EA	œ	œ
148.	Globe holder	400W streetlight fitting (CLH40/1P) E40	П	EA	œ	oc.
149.	Streetlight circuit breakers	ST1-20Amp	₩	EA	ď	œ

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~	æ	ж	œ	æ	œ	د	œ	œ	۳	<b>د</b>
EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
-		$\leftarrow$	1	1	1	н	Н	2	5	72
Metal halide	Metal halide	Infrared induction + time control +intelligent control	Infrared induction + time control +intelligent control	CEE 32-6H (6P+E) IP44 A0216/380V	CEE 32-6 (6E+E) 1P44 A0129/380V	Double socket 100 x 100 X6881/001 X6563/101	Single socket 50 x 100 X6881 X6547N/1	150mm GAL013 GAL016	200mm GAL014 GAL009	2×4 X2471 X6541/101
1000-W Lamps	2000-W Lamps	30Watt Solar Street light from the manufacturer City Lighting	Street Light nufacturer	Welding Socket	Welding Plug	Double plug including white cover (Crabtree or similar)	Single plug including white cover (Crabtree or similar)	Porcelain gallery bowl fitting	Porcelain gallery bowl fitting	Single lever light switch + cover (Crabtree or similar)
150.	151.	152.	153.	154.	155.	156.	157.	158.	159.	160.

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<u>~</u>	<b>~</b>	8	<u>~</u>	œ	<u>~</u>	~	~	œ	~	<b>~</b>	<b>6</b> 4	~
œ	œ	œ	~	<u>~</u>	~	~	œ	~	R	<b>K</b>	~	~
EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
						<del>ب</del>	10 E	10	10 E	2	2   1	10
20	25	- 2	2	25	5	¥1	-		1			H
							1004	/HE/		(0)		80
							.2 M (36W) FLU004	1.2 M (28W/TL5/HE/ 840)	V) T5	1.2M 28W/TL5/HE/840)	V/T5)	5W-80W FLU008
24	121	127			10	7	M (36)	M (28\	L.4M (54W) T5	// //TL5/	1.4M (54W/T5)	80W F
2 × 4 SW1024 SW1023	2 x 4 SWI021 SWI020	4 x 4 SWI027 SWI028	4×4	4 × 4	9600	C097	1.2 1	1.2 [	1.41	1.2N 28W	1.41	5W-
+	- H3	ch +	+ [	ches	ffice t)	ffice )				allast	allast	
switch	t swit	it swit	switch or	ıt swit nilar)	for o	s for o				onic b	onic b	
light abtree	er ligh or sin	er ligh abtree	· light abtree	er ligh or sir	ensor	ensor: cess n		(T5)	(TS)	Electro	Electr	
Two lever light switch + cover (Crabtree or similar)	Three lever light switch (Crabtree or similar)	Single lever light switch + cover (Crabtree or similar)	Two lever light switch + cover (Crabtree or similar)	Three lever light switches (Crabtree or similar)	Motion sensors for office lights (Surface mount)	Motion sensors for office lights (Recess mount)	Tubes 4ft	Tubes 4ft (T5)	Tubes 5ft (T5)	4FT (T5) Electronic ballast	5FT (T5) Electronic ballast	Starters
Two lev cover (( similar)	Thre (Cra	Single locover ((similar)	Twc	Thr.	Mo ligh		Tut		-			
161.	162.	163.	164.	165.	166.	167.	168.	169.	170.	171.	172.	173.

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Œ	<b>~</b>	œ	84	œ	R	œ	8	8	<b>~</b>	~	~	œ	~
EA	EA	EA	EA	Æ	EA	EA	EA	EA	EA	EA	EA	EA	EA
4	4	æ	ε	т	m	m	æ	m	m	ю	m	т	m
3.3 Meter (150mm²X 5mm)	6.2 Meter (150mm²X 5mm)	Red: 5.7W Full disc	Amber:6.7W Full disc	Green:6.7W full disc	Amber arrow (left right or vertical)	Green arrow (left right or vertical)	Red standing man	Green walking man	3 aspect –S1	3 aspect52	3 aspect –S3	3 aspect –54	3 aspect -518
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	Led traffic signals	Led traffic signals	Led traffic signals	Led traffic signals	Led traffic signals	Led traffic signals			Traffic light configurations		
174.	175.	176.	177.	178.	179.	180.	181.	182.			183.		

		4 Aspect –S5	ю	EA	æ	R
184.	Traffic light configurations	4 Aspect –56	m	EA	R	2
		4 Aspect –57	က	EA	æ	R
		5 Aspect – 58	ю	EA	œ	R
1	Traffic light	5 Aspect – S9	ю	EA	œ	R
185.	configurations	5 Aspect – S8B (Bus)	en .	EA	æ	۵
		5 Aspect – S9B (Bus)	ю	EA	R	R
		2 Aspect – S10 Pedestrian	3	EA	~	2
è	Traffic light	2 Aspect – S11 Pedestrian	m	EA	œ	~
186.	configurations	2 Aspect –S12 (Bus)	က	EA	œ	٨
		2 Aspect – S10B (Bus)	ю	EA	œ	2
187.	Visors	Polyethylene projecting 160mm form signal face	2	EA	œ	œ
	Background screen	2 Aspect – S10	ന	EA	œ	R
188.	configurations	2 Aspect – S12	ю	EA	82	~
ç	Background screen	3 Aspect – S1	т	EA	~	œ
189.	configurations	3 Aspect – S2	m	EA	œ	<b>~</b>

<u>د</u>	ж	œ	œ	α.	æ.	α α	α.	χ.	A.	R R	Υ.
3 EA	3 EA	3 EA	3 EA	3 EA	3 EA	3 EA	3 EA	3 EA	3 EA	1 EA	1 EA
3 Aspect – S3	3 Aspect – 54	4 Aspect – S5	4 Aspect – S6	4 Aspect – 57	5 Aspect – 58	5 Aspect – S9	Fit into 114mm O.D. Pole (6 Way 15-Amp terminal strips)	Cover for terminal box alone	Tamper proof with indented walking man emblem Mounting strap to fit pole from 100mm to 170mm	Auto-motor	RCAB 4110 Bushing diameter 31 – 45 mm
			Background screen configurations	,	Background screen configurations		Pole top terminal box	Pole top terminal box covers/lids	Pedestrian push button complete (green push button)	Complete Traffic light controller	Elastomeric insulating bushing boot RCAB for bushings up to 17.5 kV Cable cross section 35 –
			190.		191.		192.	193.	194.	195.	196.

211.	Hacksaw Blades	24 Teeth per inch	100	вох	œ	٣.
212.	J.6 CROSBY CLAMPS	6mm (1/4")	50	EA	R	٣
213.	J.9 CROSBY CLAMPS	9mm (3/8")	50	EA	R	R
214.	J.12 CROSBY CLAMPS	12mm (1/2")	50	EA	R	R
215.	J.16 CROSBY CLAMPS	16mm (5/8")	50	EA	22	2
216.	J.19 CROSBY CLAMPS	19mm (3/4")	50	EA	æ	æ
217.	1.5mm² Copper ferrules	нтвлғ	100	EA	R	R
218.	1.5mm² x 6mm copper lugs	HTB16	100	EA	R	~
219.	2.5mm² Copper ferrules	нтв2ғ	100	EA	ď	R
220.	2.5mm² x 6mm copper lugs	HTB26	100	EA	æ	٣
221.	4mm² Copper ferrules	HTB4F	100	EA	œ	82
222.	4mm² x 10mm copper lugs	HTB410	100	EA	~	æ
223.	10mm² copper ferrules	HTB10F	100	E	œ	æ
224.	10mm² x 12mm copper lugs	HTB1012	100	EA	ď	œ
225.	16mm² copper ferrules	HTB16F	100	EA	æ	82
226.	16mm² x 12mm copper lugs	HTB1612	100	EA	~	œ

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~	<u>cc</u>	<u>«</u>	œ	~	~	<u>~</u>	~	~	α.	<u>«</u>	œ	<u>~</u>	æ	α.	ж.	<u>~</u>
E	EA	EA	EA	EA	EA	EA	EA	EA	EA	_ EA	E	EA	Æ	EA	EA	EA
100	100	100	100	100	20	20	50	50	20	20	20	20	20	20	20	50
HTB25F	HTB2512	HTB35F	HTB3512	НТВ10F	HTB7012	HTB95F	HTB9512	HTB120F	HTB12012	HTB150F	HTB15012	HTB185F	HTB18512	F50Alo	50X10Alo	F95Alo
25mm² copper ferrules	25mm² x 12mm copper lugs	35mm² Copper ferrules	35mm² x 12mm copper lugs	70mm 2 Copper ferrules	70mm² x 12mm copper lugs	95mm <sup>2</sup> Copper ferrules	95mm² x 12mm Copper lugs	120mm <sup>2</sup> Copper ferrules	120mm² x 12mm Copper lugs	150mm² Copper Ferrules	150mm² x 12mm Copper Lugs	185mm² Copper Ferrules	185mm² x 12mm Copper Lugs	50mm² aluminium % round ferrules	50mm² aluminium ¼ round lugs	95mm² aluminium ¼
227.	228.	229.	230.	231.	232.	233.	234.	235.	236.	237.	238.	239.	240.	241.	242.	243.

~	R	æ	R	œ	ж	œ	œ	æ	æ	æ	R	22	~	æ	~	æ
~	~	~	<b>~</b>	~	œ	æ	œ	æ	œ	R	R	8	œ	R	۳	œ
EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
50	20	20	50	20	10	10	10	10	10	10	10	10	10	10	10	10
L9512Alo	F120Alo	L12012Alo	F150Alo	L15012Alo	XGX-50A	XCX-50	XGX-95A	XGX-95B	XCX-95	XGX-120A	XGX-120B	XCX-120	XGX-150A	XGX-150B	XGX-185	XGX-185A
95mm²x 12mm aluminium ¼ round lugs	120mm² aluminium ¼ round ferrules	120mm² x 12mm aluminium ¼ round lugs	150mm² aluminium ¼ round ferrules	150mm² x 12mm aluminium ¼ round lugs	50mm² aluminium to		95mm² aluminium to	copper ferrules	95mm² x 12mm aluminium to copper lugs	120mm² aluminium to	copper ferrules	120mm² x 12mm aluminium to copper lugs	150mm² aluminium to	copper ferrules	185mm² x 12mm aluminium to copper lugs	185mm² aluminium to copper ferrules
244.	245.	246.	247.	248.	<del> </del>	249.	-	250.	251.	i c	735.	253.	254		255.	256.

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R	<b>«</b>	<u>«</u>	<b>K</b>	œ	<u>د</u>	æ	ж	~	<u>مح</u>	<u>rc</u>	œ	<b>~</b>	~	α_	<u>cc</u>
~	<b>~</b>	œ	œ	<b>~</b>	æ	R	~	~	~	œ	<b>&amp;</b>	œ	<u>«</u>	œ	~
EA	РКТ	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA	EA
10	1000	10	10	10	10	10	10	10	10	10	10	10	10	2	2
XD8-240	Manufactured by TruSeal	08000NN	06000NN	UN 01217	UN 01217	Yellow locks keyed alike A10122	Yellow locks keyed alike A10122	Green locks keyed alike A05193	Green locks keyed alike A05193	Green locks keyed alike A9517	Green locks keyed alike A9517	400 KA1 Randfontein	400 KA1 Randfontein	(Heat Shrink)	(Heat Shrink)
240mm² x M12 Aluminium lugs	Twist Tight Security Meter Seals, CLEAR GREEN,	Security locks	Extra keys	Brass pad locks 50mm	Extra keys	Padlocks (meter room)	Extra keys	Padlocks H/V & L/V	Extra keys	Padlocks H/V	Extra keys	Viro discus	Extra keys	Joints for 185mm² - 300mm² Single (1) core Cu	Joints for 95mm² - 185mm² Single (1) core
271.	272.	273.	274.	275.	276.	277.	278.	279.	280.	281.	282.	283.	284.	285.	286.

	Cu Complete with Shear Off Ferral					
287.	Joints for 185mm² - 300mm² Single (1) core Cu Complete with Shear Off Ferral	(Heat Shrink)	2	EA	œ	œ
288.	Joints for 500mm² - 630mm² Single (1) core Cu Complete with Shear Off Ferral	(Heat Shrink)	2	EA	R	œ
289.	Joints for 35mm² - 70mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	œ	~
290.	Joints for 95mm² - 185mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	œ	€.
291.	Joints for 185mm² - 300mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	œ	~
292.	Joints for 35mm² - 70mm² Three (3) core Al Complete with Shear Off Ferrals	(Heat Shrink)	7	EA	œ	~
293.	Joints for 95mm² - 185mm² Three (3) core Al Complete with Shear Off Ferrals	(Heat Shrink)	- 5	EA	œ	ω.
294.	Joints for 185mm² - 300mm² Three (3) core Al Complete with Shear Off Ferrals	(Heat Shrink)	7	EA	œ	~
295.	Joints for 500mm² - 630mm² Single (1) core	(Heat Shrink)	,	EA	æ	ď

	Cu Complete with Shear Off Ferrals		·			
296.	Joints for 35mm² - 70mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	œ	~
297.	Joints for 95mm² - 185mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	۳	~
298.	Joints for 185mm² - 300mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	<b>د</b>	œ
299.	Joints for 35mm² - 70mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	7	EA	œ	~
300.	Joints for 95mm² - 185mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	5	EA	œ	œ
301.	Joints for 185mm² - 300mm² Three (3) core Cu Complete with Shear Off Ferrals	(Heat Shrink)	2	EA	œ	œ
302.	Indoor Termination Kit for 185mm² - 300mm² Single (1) core, Complete with Earthing Kit and Complete with Shear Off Lugs	(Heat Shrink)	7	EA	œ	o <del>c</del>
303.	Indoor Termination Kit for 300mm² - 630mm² Single (1) core, Complete with Earthing Kit with Shear Off Lugs	(Heat Shrink)	2	EA	œ	<b>∝</b>

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œ		ď	œ	œ	œ	œ	<u>~</u>	
	EA	EA	EA	EA	2 EA R	1 EA R	1 EA R	
	(Heat Shrink)	(Heat Shrink)	(Heat Shrink) 2	(Heat Shrink) 2	(Heat Shrink)	(Heat Shrink)	(Heat Shrink)	
	Indoor Termination Kit for 185mm² - 300mm² Single (1) core, Complete with Earthing Kit with Shear Off Lugs	Indoor Termination Kit for 300mm² - 630mm² Single (1) core, Complete with Earthing Kit with Shear Off Lugs	Indoor Termination Kit for 35mm² - 70mm² Three (3) core, Complete with Earthing Kit with Shear Off Lugs	Indoor Termination Kit for 95mm² - 185mm² Three (3) core, Complete with Earthing Kit with Shear Off Lugs	Indoor Termination Kit for 185mm² - 300mm² Three (3) core, Complete with Earthing Kit with Shear Off Lugs	Outdoor Termination Kit for 185mm² - 300mm² Single (1) core, Complete with Earthing Kit. with Shear Off Lugs	Outdoor Termination Kit for 300mm² - 630mm²	Single (1) core, Complete
	312.	313.	314.	315.	316.	317.	318.	

	with Earthing Kit. with Shear Off Lugs					
319.	Outdoor Termination Kit for 35mm² - 70mm² Three (3) core, Complete with Earthing Kit. with Shear Off Lugs	(Heat Shrink)	7	EA	۳	œ
320.	Outdoor Termination Kit for 95mm² - 185mm² Three (3) core, Complete with Earthing Kit. with Shear Off Lugs	(Heat Shrink)	2	EA	۳	œ
321.	Outdoor Termination Kit for 185mm² - 300mm² Three (3) core, Complete with Earthing Kit. with Shear Off Lugs	(Heat Shrink)	2	EA	æ	œ
322.	Outdoor Termination Kit for 50mm² – 95mm² Three (3) core 6.35/11KV ABC Bundle conductor	(Heat Shrink)	7	EA	œ	α.
323.	Wrap Around heat shrink jacket for 35mm² – 70mm² Cable	(Heat Shrink)	7	EA	<b>&amp;</b>	~
324.	Wrap Around heat shrink jacket for 95mm² – 120mm² Cable	(Heat Shrink)	2	EA	œ	~
325.	Wrap Around heat shrink jacket for 120mm² – 185mm² Cable	(Heat Shrink)	2	EA	æ	œ
326.	SHEAR BOLT FERRULE	25-95MM²	-	EA	۳	Ж
327.	SHEAR BOLT FERRULE	70-240MM²	н	EA	æ	«
328.	SHEAR BOLT FERRULE	185-400MM²	Т	EA	æ	ж.

329.	329. SHEAR BOLT RING	25-95MM²× M13	1	EA	æ	æ
330.	330. SHEAR BOLT RING	70-240MM <sup>2</sup> x M17	1	EA	œ	œ
331.	331. SHEAR BOLT RING	185-400MM <sup>2</sup> x M17	н	EA	œ	œ
		TOTAL				2

Total price must be carried over to the front page of this document.

All prices must include V.A.T.

Note: Any item not listed here will be purchased at market-related prices by the bidder and will be based on three (3) quotations and /or cost plus 10%. Escalation to be calculated on CPI.

All items to be supplied must bear the SABS mark or be Eskom approved.

•		
DATE	NAME OF SERVICE PROVIDER	SIGNATURE

### 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** 

	f Bidder Bid Num	Date
Closing	Time Closing I	Jale
OFFER	R TO BE VALID FORDAYS FROM THE CL	OSING 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 pr	ice, for delivery at the prescribed destination.

<sup>\*\* &</sup>quot;all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

<sup>\*</sup>Delete if not applicable

#### **DECLARATION OF INTEREST**

- No bid will be accepted from persons in the service of the state1. 1.
- Any person, having a kinship with persons in the service of the state, including a blood 2. 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 rand submitted with the bid.	nust be completed
	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 i numbers and state employee numbers must be indicated in paragra	ndividual identity ph 4 below.
	3.8 Are you presently in the service of the state?	YES / NO
	3.8.1 If yes, furnish particulars	
	sure of the state " magneta ha	

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

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

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

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	
3.1	O 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 / sharehold	4	Full details	of directors $\ell$	/ trustees /	members /	shareholde
---	---	--------------	---------------------	--------------	-----------	------------

Capacity

Full Name	Identity Number	State Employee Number
<u> </u>		
V		
Signature		Date

Name of Bidder

such contract?

### 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.			* <b>Y</b> E	S/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.				
		3	Has any	contract	been
* Del	ete if not applicable		awarded to of state dur years, inclu	you by an ring the pa	organ ist five
			of any compliance	material	non- lispute
	*YES / NO		concerning		

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?	* <b>YES / NO</b>
4.1	If yes, furnish particulars	
	CERTIFICATION	
	I, THE UNDERSIGNED (NAME)	
	CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECL	ARATION FORM IS CORRECT.
	I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD TH	HIS 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 80/20 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

#### 2. DEFINITIONS

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

#### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80\left(1-rac{Pt-P\,min}{P\,min}
ight)$$
 or  $Ps = 90\left(1-rac{Pt-P\,min}{P\,min}
ight)$ 

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

	CIONATUDE (O) OF TENDEDER (C)
	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:	
DATE:	
ADDRESS:	

# DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 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.
- 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).
- In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Itom	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 audi alteram partem 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 ( <a href="https://www.treasury.gov.za">www.treasury.gov.za</a> ) 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:			
Itom	Question	Yes	No	
Item 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:			
I, THE UNDERSIGNED (FULL NAME)				
	nature Date	•••••		
 Pos	sition Name of Bidder		Js367bW	

MBD 9

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 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;
  - 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
  - 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.
  - 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.
  - In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

### 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	t:
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:
  - has been requested to submit a bid in response to this bid invitation; (a)
  - could potentially submit a bid in response to this bid invitation, based on (b) their qualifications, abilities or experience; and
  - provides the same goods and services as the bidder and/or is in the same (c) line of business as the bidder

- 6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
- 7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

#### MBD 9

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

Signature	Date
Position	Name of Bidder
	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.
- "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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

#### 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;
  - 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
- 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 antidumping 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 33.1 Industrial Participation (NIP) Programme

3.1 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)