

SIYANCUMA LOCAL MUNICIPALITY



SIYA-T05/2025/26: SUPPLY AND DELIVERY OF SUPPLY AND DELIVERY OF BULK STORE ITEMS AT SIYANCUMA LOCAL MUNICIPALITY

BIDDER:

ADDRESS:

.....

.....

TEL:

FAX:

BID AMOUNT (VAT Incl.)

SIYA-T05/2025/26

SUPPLY AND DELIVERY OF SUPPLY AND DELIVERY OF BULK STORE ITEMS AT SIYANCUMA LOCAL MUNICIPALITY

1. BACKGROUND

Siyancuma Municipality has identified the need for the supply and delivery of electrical equipment and materials at Siyancuma Municipality.

2. OBJECTIVE

The objective with this tender is to appoint a suitable service provider to supply and deliver electrical equipment and materials to Siyancuma Municipality.

3. LOCATION

The materials and equipment to be supplied must be delivered in Douglas to the Siyancuma Municipality.

Mr Willy Ellison may be contacted at 053 298 1810 before the closing date where after no contact may be made until the bid has been awarded.

4. APPOINTMENT

The final selection and appointment will be undertaken in line with the Supply Chain Management Policy of Siyancuma Municipality.

The appointed tenderer will be required to register as supplier/service provider on the Siyancuma Municipality supplier database before any payments can be made.

5. PERIOD FOR COMPLETION

The period for supply and delivery must be indicated by the prospective tenderer in the bid documents.

6. LIAISON WITH CLIENT

The successful tenderer will liaise with the client during all stages of the delivery period. All instructions will only be issued by the client. The contact person/client's representative will be Mr W Ellison unless otherwise indicated in writing. Mr Ellison will be the only person to give directions on where material needs to be off-loaded will only be given by the client represented by Mr. W Ellison unless otherwise indicated in writing. All queries and requests should be directed through him/her.

7. ADDITIONAL CONDITIONS OF THE BID

- 7.1 Bid documents must be completed in full and in ink, and prices must include VAT only where applicable and as shown in the bid documents.
- 7.2 The lowest or any bid will not necessarily be accepted, and Siyancuma Municipality reserves the right to accept the whole or any portion of a bid.
- 7.3 Bids are to remain open for acceptance for a period of ninety (90) days from the closing date of this bid and may be accepted at any time during the said period.
- 7.4 All prices and details must be legible/readable to ensure the bid will be considered for evaluation and adjudication.
- 7.5 Bidders are requested to furnish the full registered name of the bidding company on the Form of Bid and Form of Acceptance.
- 7.6 Bidders are required to sign all relevant sections, the Form of Bid and Acceptance, in the spaces provided for that purpose.
- 7.7 Corrections may not be made by means of correction fluid such as Tippex or a similar product. In the event of mistakes having been made, it shall be crossed out in ink and be initialled at each and every alteration. The bid will be rejected if corrections are not made in accordance with the above.

8. LANGUAGE MEDIUM

All documents, correspondence, etc. are to be in **English**.

9. PROPOSAL STRUCTURE

The service provider / supplier must structure their proposal to include inter alia, also the following:

- All relevant company registration details;
- Company profiles;
- Resumes of persons responsible for deliverables;
- Vat registration details;
- References with contact details of similar completed projects;

10. PARTICULAR SPECIFICATIONS

10.1. SCOPE OF WORKS

These specifications cover the works as specified in this bid documentation for the "supply and delivery of bulk store materials at Siyancuma Municipality".

10.2. SPECIFICATION

- 10.2.1 All products shall be as per the description in the bill of quantity. Should the product be different from what is specified, the bidder must inform the municipality in writing and the product specification shall be attached to the bid document.

10.2.2 All products shall be compliant with the relevant regulations, acts and relevant SANS/SABS codes.

10.3. PAYMENT

The service provider will be paid upon successful supply and delivery of the correctly specified electrical equipment and materials. No payment will be made on defective, damaged and non-SABS/non-SANS approved goods.

10.4. PRICING INSTRUCTIONS

- The quantities in the Schedule of Prices/Bill of Quantities are provisional and Siyancuma Municipality retains the right to amend the quantities before awarding of the bid.
- Unless otherwise stated, items are measured net.
- The contract price for the completed contract shall be computed from the actual quantities of work done, valued at the relevant unit rates and prices.
- The prices and rates to be inserted in the Schedule of Prices/Bill of Quantities are to be the full inclusive prices for the work described under the several items. Such prices and rates shall cover all costs and expenses that may be required in and for the execution of the work described, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the documents on which the tender is based, as well as overhead charges and profit. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.
- A price or rate is to be entered against each item in the Schedule of Prices /Bill of Quantities. **A bid document in which all items are not priced in the Bill of Quantities will be disqualified.**
- Except where rates only are required, the tenderer shall insert all amounts to be included in his total tendered price in the "Amount" column and show the corresponding total tendered price.
- All items listed in the Schedule of Prices/Bills of Quantities, must comply with SABS/SANS specifications and proof of purchase (VAT invoices) must be supplied to Siyancuma Municipality.

NB!!!Printed copies of the tender can be obtained at a non-refundable fee, payable to a cashier at Siyancuma Local Municipality's Supply Chain Management Unit, Old FNB building, 13 Charl Cilliers Street, Douglas or by downloading documents from the Siyancuma Local Municipality website at www.siyancuma.gov.za , and on e-Tender Publication Portal at www.etenders.gov.za at a non-refundable amount of R845.00 (EFT or cash). Bank recognizable proof of payments (in case of EFT payment) or Siyancuma Municipality receipt (for cash payment)

11. BILLS OF QUANTITIES / SCHEDULE OF QUANTITIES

Ite m no	Description	Unit	Quantity	Unit Rate (R)	Total Amount (R)
1	U PVC pipes 315mm	No	1		
2	U PVC pipes 250mm	No	5		
3	U PVC pipes 200mm	No	5		
4	U PVC pipes 160mm	No	10		
5	U PVC pipes 110mm	No	10		
6	U PVC pipes 90mm	No	5		
7	U PVC pipes 75mm	No	10		
8	U PVC pipes 50mm	No	10		
9	U PVC pipes 63mm	No	10		
10	Black plastic pipe 50mm	No	5		
11	Black plastic pipe 40mm	No	5		
12	Black plastic pipe 32mm	No	10		
13	Black plastic pipe 25mm	m	20		
14	Black plastic pipe 20mm	No	20		
15	Couplings 50mm	No	30		
16	Couplings 40mm	No	30		
17	Couplings 32mm	No	200		
18	Couplings 25mm	No	1000		
19	Couplings 20mm	No	1000		
20	PVC coupling 315mm	No	3		
21	PVC coupling 250mm	No	3		
22	PVC coupling 200mm	No	3		
23	PVC coupling 160mm	No	3		

24	PVC coupling 125mm	No	3		
25	PVC coupling 110mm	No	3		
26	PVC coupling 90mm	No	3		
27	PVC coupling 75mm	No	3		
28	Cascade clamps 236mm-245mm	No	10		
29	Cascade clamps 229mm-238mm	No	5		
30	Cascade clamps 196mm-205mm	No	10		
32	Cascade clamps 174mm-183mm	No	10		
33	Cascade clamps 167mm-176mm	No	10		
34	Cascade clamps 150mm-161mm	No	20		
35	Cascade clamps 130mm-142mm	No	5		
36	Cascade clamps 126mm-136mm	No	10		
37	Cascade clamps 121mm-130mm	No	10		
38	Cascade clamps 104mm-113mm	No	10		
39	Cascade clamps 95mm- 104mm	No	20		
40	Cascade clamps 87mm- 95mm	No	20		
41	Cascade clamps 75mm- 83mm	No	20		
42	Cascade clamps 69mm- 76mm	No	20		
43	Cascade clamps 59mm- 67mm	No	20		
44	Galvanize 32mm	No	10		
45	Galvanize nipples male 32mm	No	100		
46	Galvanize nipples male 20mm	No	100		
47	Galvanize nipples female 20mm	No	100		
48	Galvanize nipples female 15mm	No	100		
49	PVC ball valve stop 50mm	No	20		

50	PVC ball valve stop 40mm	No	20		
51	PVC ball valve stop 32mm	No	200		
52	PVC ball valve stop 25mm	No	1000		
53	PVC ball valve stop 20mm	No	1000		
54	Adaptors male 50mm	No	50		
55	Adaptors male 40mm	No	50		
56	Adaptors male 32mm	No	100		
57	Adaptors male 32mmx25mm	No	100		
58	Adaptors male 25mmx25mm	No	100		
59	Adaptors male 20mm	No	1000		
60	Adaptors male 15mm	No	1000		
61	Adaptors male 3/4mm – 1/2mm	No	1000		
62	Adaptors female 50mm	No	50		
63	Adaptors female 40mm	No	50		
64	Adaptors female 32mm	No	100		
65	Adaptors female 32mmx25mm	No	100		
66	Adaptors female 25mmx25mm	No	100		
67	Adaptors female 20mm	No	1000		
68	Adaptors female 15mm	No	1000		
69	Adaptors female 3/4mm – 1/2mm	No	1000		
70	Elbow plastic type high pressure male 25mm	No	100		
71	Elbow plastic type high pressure male 20mm	No	100		
72	Elbow plastic type high pressure female 25mm	No	100		
73	Elbow plastic type high pressure female 20mm	No	100		
74	Garden PVC taps 25mm	No	200		

75	Garden PVC taps 20mm	No	200		
76	Copper fittings coupling 15mm	No	50		
77	Copper fittings T 15mm	No	50		
78	Copper fittings elbow 15mm	No	50		
79	Copper fittings male adaptors 15mm	No	50		
80	Copper fittings female adaptors 15mm	No	50		
81	Copper pipe 22mmx	No	20		
82	Copper pipe 15mmx	No	15		
83	Red poly pipe 22mmx	No	20		
84	Red poly pipe 15mmx	No	20		
85	T's for high pressure pipe 250mm	No	3		
86	T's for high pressure pipe 200mm	No	3		
87	T's for high pressure pipe 160mm	No	3		
88	T's for high pressure pipe 125mm	No	3		
89	T's for high pressure pipe 110mm	No	5		
90	T's for high pressure pipe 90mm	No	5		
91	T's for high pressure pipe 75mm	No	5		
92	T's for high pressure pipe 53mm	No	5		
93	T's for high pressure pipe 50mm	No	5		
94	T's for high pressure pipe 3.5mm	No	3		
95	U PVC T's male 50mm	No	20		
96	U PVC T's male 40mm	No	20		
97	U PVC T's male 32mm	No	20		
98	U PVC T's male 25mm	No	20		
99	U PVC T's male 20mm	No	20		

100	U PVC T's male 50mm	No	20		
101	U PVC T's male 40mm	No	20		
102	U PVC T's male 32mm	No	20		
103	U PVC T's male 25mm	No	20		
104	U PVC T's male 20mm	No	20		

12. EVALUATION CRITERIA

The evaluation of this bid will be conducted on 80/20 point system only.

12.1 Evaluations Criteria (Price)

Only fixed prices for all deliverables will be accepted. The price should be inclusive of VAT.

Price	80
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In terms of the Specific Goals as per the Siyancuma Municipality Preferential Procurement Policy, specific goals points will be allocated as follows

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Specific Goals	Points	
Ownership (HDI)		
% Black Ownership	3	
% Women Ownership	5	
% Disability Ownership	2	
Locality		
Within the boundaries of Siyancuma Local Municipality	6	
Within the boundaries of Northern Cape	4	
Total points claimed	/20	

PROCUREMENT POLICY SCHEDULE (80/20)

Definitions

- **“Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen –

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (*“the interim Constitution”*), and/or
- 2) who is a woman, and/or
- 3) who has a disability

With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.

- **“A woman”** refers to a female person who is a South African citizen.
- **“Disability”** refers to a person with a permanent physical disability, mental disability, awareness disability, which leads to confinement or disability, or the inability to perform bodily functions in the manner or within the capacity of a normal person.
- **“HDI equity ownership”** refers to the percentage of a partnership or business that is owned by individuals, or in the case of a company, the percentage of shares which is owned by individuals who are actively involved in the management decisions and day to day operational activities of the company or business and who exercises control in the business in relation to their ownership at the close of tender. Where individuals are not actively involved in the management and day to day operational activities of the business and who does not exercise control in relation to the percentage of their ownership, Equity ownership points cannot be awarded.

Tenderers will be awarded points on the following basis:

1. Tender Price	80 points
2. Black	3 points
3. Women – Equity ownership	5 points
4. Disability – Equity ownership	2 points
5. Local nature of enterprise	<u>10 points</u>
TOTAL	100 points

Calculations will be done to two decimal points.

1 Tender Price

The calculation is based on the following formula:

$$P_s = 80 \times \left[1 - \frac{(P_t - P_{min})}{P_{min}} \right]$$

where

- P_s = Points awarded for price of tender under consideration
 P_t = Rand value of tender under consideration
 P_{min} = Rand value of lowest accepted tender

2 Black Ownership

A maximum of 3 points will be awarded to a Tenderer who did not have voting rights according to the definition of an HDI and/or who is using a subcontractor who is such a person.

Black ownership for black will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day activities of the company or enterprise.

% of Enterprise owned by persons who did not having voting rights %

Thus, points awarded: $3 \times \frac{\text{ } \text{ } \%}{100}$ (carry over to 6.1)

Proof of ownership must be attached in the form of

- 1) certified declaration
- 2) a certified copy of the founding documentation of the company with which the ownership is listed

3 Women – Equity Ownership

A maximum of 1 point will be awarded to a Tenderer who is a woman and/or who is using a subcontractor that is a woman.

Equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day management of the company or enterprise.

% of Enterprise owned by women..... %

Thus, points awarded: 5x % 100

Proof of ownership must be attached in the form of

(carry over to 6.2)

- 1) certified declaration
- 2) a certified copy of the founding documentation of the company with which the ownership is listed
- 3) a certified copy of the ID-document (s) of the woman(en)

4 Disability – Equity Ownership

A maximum of 1 point will be awarded to a Tenderer who is disabled and/or who is using a disabled subcontractor.

Equity ownership for disability will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day activities of the company or enterprise.

% of Enterprise owned by disabled person(s)..... %

Thus points awarded: 2x % 100

Proof of ownership must be attached in the form of

- (carry over to 6.3)
- 1) certified declaration
 - 2) a certified copy of the founding documentation of the enterprise with which the ownership is listed
 - 3) a certified declaration from your medical doctor certifying the degree of disability

5 Local Nature of Enterprise

A maximum of 10 points will be awarded to a Tenderer who has an active office in the following areas:

- a) Within the boundaries of Northern Cape?

YES - 4 points
NO - 0 points

- 1) Within the boundaries of the Siyancuma Local Municipality registered as a levy duty payer?

YES - 6 points
NO - 0 points

TOTAL POINTS AWARDED FOR LOCAL NATURE OF ENTERPRISE

13. STATUTORY AND GENERAL

The following conditions will apply:

- Price (s) quoted must be valid for Ninety (90) days from date of your offer.
- Price (s) quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- Current municipal rates and taxes account not in arrears for more than 90 days
- Current CSD report not older than 30 days.
- Tenders will be evaluated and adjudicated in terms of the Preferential Procurement Policy of Council based on the Preferential Procurement Regulations of 2022 and the Siyancuma Local Municipality Supply Chain Management Policy, where 80 points will be allocated in respect of price and 20 points in respect of specific goals.
- MBD 1 Invitation to bid
- MBD 2 Application for tax clearance certificate (**valid tax certificate tender**)
- MBD 3.1 Pricing schedules
- MBD 4 Declaration of interest
- MBD 6.1 Preference claim in terms of the Preferential Procurement Regulations
- MBD 6.2: Declaration certificate for local production and content for designated sectors, Annexure C, D & E
- MBD 7.1 Contract form
- MBD 8 Past Supply Chain management Practice
- MBD 9 Certificate of Independent Bid Determination

14. DISQUALIFICATIONS

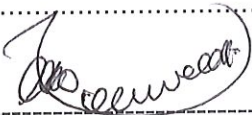
- All bids that do not submit an original tax clearance certificate (**valid tax certificate**).
- Prices which are not firm, fixed and VAT Inclusive (**delivery date must be indicated**).
- All bids that are received late.
- All bids that are send by fax or e-mail.
- Failure to complete all required bid documents.
- Terms and conditions that are not within this bid documents specifications.

Siyancuma Local Municipality reserves the right to accept a portion of a tender, and the lowest and/or any tender will not necessarily have to be accepted

The closing date for submissions is **16 January 2026 at 12h00**. Proposals should be clearly marked: **BID: SIYA-T05/2025/26: SUPPLY AND DELIVERY OF SUPPLY AND DELIVERY OF BULK STORE ITEMS AT SIYANCUMA LOCAL MUNICIPALITY** and submitted to **The Municipal Manager, Siyancuma Local Municipality, Private Bag X5 Barkly West, 8375**, or hand delivered to the **SIYANCUMA LOCAL MUNICIPALITY**, Charl Cilliers, Street Douglas, 8730, (for attention Mrs. C. Stenekamp). Enquiries on technical matters may be directed to Mr W. Ellison, tel. (053) 298 1810, and for supply chain matters to Mrs. C. Stenekamp at tel. (053) 298 1810 during office hours.

Recommended / ~~not recommended~~

.....
.....
.....



Mr. Groenewald
(Chairperson Specification Committee)

11/12/2025
Date:

Approved / ~~not approved~~

.....
.....
.....



Mr Vilakazi
(Municipal Manager)

11/12/2025
Date:

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE SIYANCUMA MUNICIPALITY

BID NUMBER: ADVERT SIYA-T05/2025/26

CLOSING DATE: 16/01/2026

CLOSING TIME: 12H00

REQUEST FOR FORMAL WRITTEN PRICE QUOTATION FOR THE SUPPLY AND DELIVERY OF BULK STORE ITEMS

The successful bidder will be required to fill in and sign Written Contract Forms (MBD 7)

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT:

SIYANCUMA MUNICIPALITY
POBOX 27
DOUGLAS
8730

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open between 07H30 – 16H30, Mondays to Fridays.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER :

POSTAL ADDRESS :

STREET ADDRESS :

TELEPHONE NUMBER : CODE NUMBER

CELLPHONE NUMBER:

FACSIMILE NUMBER : CODE NUMBER

E-MAIL ADDRESS :

VAT REGISTRATION NUMBER :

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) YES/NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY? :

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) ☐

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN NATIONAL ACCREDITATION SYSTEM (SANAS) ☐

A REGISTERED AUDITOR ☐

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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)

SIGNATURE OF BIDDER :

DATE :

CAPACITY UNDER WHICH THIS BID IS SIGNED :

TOTAL BID PRICE : TOTAL NUMBER OF ITEMS OFFERED :

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality / Municipal Entity: Siyancuma Municipality

Department: Supply Chain Management

Contact Person: Ms C.Stenekamp

Tel: [053 2981810](tel:0532981810)
Fax: 053 298 3141

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

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)
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- | | | |
|---|--|--------------------------|
| - | 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



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

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

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022.

1. GENERAL CONDITIONS

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).

The value of this bid is estimated to not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 system shall be applicable.

Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) Specific goals

1.3.1 The maximum points for this bid are allocated as follows:

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 Specific goals	20
Total points for Price and specific goals must not exceed	100

1.4. The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

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. POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

	80/20	or	90/10
	$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	or	$P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$
Where	$\left(\frac{P_t - P_{\min}}{P_{\min}} \right)$		$\left(\frac{P_t - P_{\min}}{P_{\min}} \right)$

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

4. BID DECLARATION

Bidders who claim points in respect specific goals must complete the following:

5. Price and Specific goals CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.1.

Specific goals of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 5.1 must be substantiated by relevant proof by the bidder.)

5.1

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder)
Specific Goals	Points	
Ownership (HDI)		
% Black Ownership	3	
% Women Ownership	5	
% Disability Ownership	2	
Locality		
Within the boundaries of Siyancuma Local Municipality	6	
Within the boundaries of Northern Cape	4	
Total points claimed	/20	

The specific goals points will be allocated as follows:

Specific Goals	
Ownership (HDI)	
% Black Ownership	3
% Women Ownership	5
% Disability Ownership	2
Locality	
Within the boundaries of Siyancuma Local Municipality	6
Within the boundaries of Northern Cape	4
Points Allocated	20

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm :

6.2 VAT registration number :

6.3 Company registration number

:

6.4 TYPE OF COMPANY/ FIRM

☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation
☐ Company
☐ (Pt
y) Limited
[TICK
APPLICABL
E BOX]

6.5. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....
.....

6.6 COMPANY CLASSIFICATION

☐ Manufacturer
☐ Supplier
☐ Professional service provider

Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

Total number of years the company/firm has been in business?

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

PROCUREMENT POLICY SCHEDULE (80/20)

Definitions

- **“Historically Disadvantaged Individual” (HDI)** is defined as a South African citizen

–

- 1) who, due to the apartheid policy that was in place, had no voting rights in the national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act No. 100 of 1983) or the Constitution of the Republic of South Africa, 1993 (Act No. 200 of 1993) (*“the interim Constitution”*), and/or
- 2) who is a woman, and/or
- 3) who has a disability

With the understanding that any person who received South African citizenship on or before the introduction of the interim Constitution, will not be deemed to be HDI.

- **“A woman”** refers to a female person who is a South African citizen.
- **“Disability”** refers to a person with a permanent physical disability, mental disability, awareness disability, which leads to confinement or disability, or the inability to perform bodily functions in the manner or within the capacity of a normal person.
- **“HDI equity ownership”** refers to the percentage of a partnership or business that is owned by individuals, or in the case of a company, the percentage of shares which is owned by individuals who are actively involved in the management decisions and day to day operational activities of the company or business and who exercises control in the business in relation to their ownership at the close of tender. Where individuals are not actively involved in the management and day to day operational activities of the business and who does not exercise control in relation to the percentage of their ownership, Equity ownership points cannot be awarded.

Tenderers will be awarded points on the following basis:

1. Tender Price	80 points
2. Black	3 points
3. Women – Equity ownership	5 points
4. Disability – Equity ownership	2 points
5. Local nature of enterprise	<u>10 points</u>
TOTAL	100 points

Calculations will be done to two decimal points.

1 Tender Price

The calculation is based on the following formula:

$$P_s = 80 \times \left(1 - \frac{(P_t - P_{\min})}{P} \right)$$

$$L \quad \backslash \quad \min \quad / \quad]$$

where

P_s = Points awarded for price of tender under consideration

P_t = Rand value of tender under consideration

$P_{\min}$ = Rand value of lowest accepted tender

2 Black Ownership

A maximum of 3 points will be awarded to a Tenderer who did not have voting rights according to the definition of an HDI and/or who is using a subcontractor who is such a person.

Black ownership for black will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day activities of the company or enterprise.

% of Enterprise owned by persons who did not having voting rights %

Thus, points awarded: $3 \times \frac{\text{K K \%}}{100} =$ (carry over to 6.1)

Proof of ownership must be attached in the form of

- 1) certified declaration
- 2) a certified copy of the founding documentation of the company with which the ownership is listed

3 Women – Equity Ownership

A maximum of 1 point will be awarded to a Tenderer who is a woman and/or who is using a subcontractor that is a woman.

Equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day management of the company or enterprise.

% of Enterprise owned by women%

Thus, points awarded: $5 \times \frac{\text{K K \%}}{100} =$ (carry over to 6.2)

Proof of ownership must be attached in the form of

- 1) certified declaration
- 2) a certified copy of the founding documentation of the company with which the ownership is listed
- 3) a certified copy of the ID-document (s) of the woman(e)n

4 Disability – Equity Ownership

A maximum of 1 point will be awarded to a Tenderer who is disabled and/or who is using a disabled subcontractor.

Equity ownership for disability will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day to day activities of the company or enterprise.

% of Enterprise owned by disabled person(s) %

Thus points awarded: $2 \times \frac{\text{K K \%}}{100} =$ (carry over to 6.3)

Proof of ownership must be attached in the form of

- 1) certified declaration
- 2) a certified copy of the founding documentation of the enterprise with which the ownership is listed
- 3) a certified declaration from your medical doctor certifying the degree of disability

5 Local Nature of Enterprise

A maximum of 10 points will be awarded to a Tenderer who has an active office in the following areas:

a) Within the boundaries of Northern Cape?

YES - 4 points
NO - 0 points

1) Within the boundaries of the Siyancuma Local Municipality registered as a levy duty payer?

YES - 6 points
NO - 0 points

TOTAL POINTS AWARDED FOR LOCAL NATURE OF ENTERPRISE

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:

CONTRACT FORM - PURCHASE OF GOODS/WORKS**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	SPECIFIC GOALS	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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

Annex C

Local Content Declaration - Summary Schedule

(C1) Tender No.			
(C2) Tender description:			
(C3) Designated product(s)			
(C4) Tender Authority:			
(C5) Tendering Entity name:			
(C6) Tender Exchange Rate:	Pula		EU
(C7) Specified local content %			

Note: VAT to be excluded from all calculations

GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

Date:

(C20) Total tender value

(C21) Total Exempt imported content

(C22) Total Tender value net of exempt imported content

(C23) Total Imported content

(C24) Total local content

(C25) Average local content % of tender

Annex D

Imported Content Declaration - Supporting Schedule to Annex C

[illegible]

A. Exempted imported content

A. Exempted imported content				Calculation of imported content						Summary	
Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D7)	(D8)	(D9)	(D10)	(D11)	(D12)	(D13)	(D14)	(D15)	(D16)	(D17)	(D18)
(D19) Total exempt imported value											

(D19) Total exempt imported value

**This total must correspond with
Annex C- C21**

B. Imported directly by the Tenderer

[illegible]

(D32) Total imported value by tenderer

C. Imported by a 3rd party and supplied to the Tenderer

[illegible]

(D45) Total imported value by 3rd party

D. Other foreign currency payments

[illegible]

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

**This total must correspond with
Annex C - C 23**

Signature of tenderer from Annex B

Date:

Annex E

Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

Note: VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
(E9) Total local products (Goods, Services and Works)			

(E10) **Manpower costs** (Tenderer's manpower cost)

(E11) **Factory overheads** (Rental, depreciation & amortisation, utility costs, consumables etc.)

(E12) **Administration overheads and mark-up** (Marketing, insurance, financing, interest etc.)

(E13) Total local content

This total must correspond with Annex C - C24

Signature of tenderer from Annex B

Date: _____

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

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.