

# ABAQULUSI MUNICIPALITY



**ASSET MANAGEMENT AND ASSET RENEWAL FOR ALL WATER AND WASTEWATER SYSTEMS TO ENSURE INCREASED PLANT RELIABILITY FOR A PERIOD OF 36 MONTHS**

**TENDER NO: 8/2/1/585**

<b>NAME OF THE COMPANY</b>	
<b>BID AMOUNT INCLUDING VAT</b>	
<b>PHYSICAL ADDRESS</b>	
<b>POSTAL ADDRESS:</b>	
<b>CONTACT NUMBER</b>	
<b>EMAIL ADDRESS:</b>	
<b>CSD NUMBER:</b>	

**The Municipal Manager  
Abaqulusi Municipality  
PO Box 57  
VRYHEID  
3100**

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ MUNICIPAL ENTITY)</b>					
BID NUMBER:	8/2/1/585	CLOSING DATE:	3 APRIL 2026	CLOSING TIME:	12H00
DESCRIPTION	<b>ASSET MANAGEMENT AND ASSET RENEWAL FOR ALL WATER AND WASTEWATER SYSTEMS TO ENSURE INCREASED PLANT RELIABILITY</b>				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).</b>					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT <b>CORNER OF HIGH STREET AND MARK STREET</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]	
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER	.....		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT	TECHNICAL		CONTACT PERSON	Mr N. Zulu	
CONTACT PERSON	MR N MBONGWA		TELEPHONE NUMBER	034 9822 133 x 2277	
TELEPHONE NUMBER	034 9822 133 x 2333		FACSIMILE NUMBER	034 9821 939	
FACSIMILE NUMBER	034 9821 939		E-MAIL ADDRESS	nzulu@abaqulusi.gov.za	
E-MAIL ADDRESS	technical@abaqulusi.gov.za				

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>
<p>3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p style="padding-left: 40px;">NO</p> <p>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <span style="float: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</span></p> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

DATE: .....

**INVITATION TO BID**  
**TENDER NO: 8/2/1/585**  
**PUBLISHED ON: 02/03/2026**  
**DEPARTMENT: TECHNICAL SERVICES**

**ASSET MANAGEMENT AND ASSET RENEWAL FOR ALL WATER AND WASTEWATER SYSTEMS TO ENSURE INCREASED PLANT RELIABILITY FOR A PERIOD OF 36 MONTHS**

Abaqulusi Municipality invites service providers to submit bid for ASSET MANAGEMENT AND ASSET RENEWAL FOR ALL WATER AND WASTEWATER SYSTEMS TO ENSURE INCREASED PLANT RELIABILITY FOR A PERIOD OF 36 MONTHS as per bid with specification in Tender document.

Bids documents will be self-downloaded from E-tender Portal ([www.e-tenders.gov.za](http://www.e-tenders.gov.za)) as from the **02 MARCH 2026**.

Sealed Bid documents marked with the relevant "Bid Name and Bid Number" must be deposited in the Bid box at the Abaqulusi Local Municipality offices no later than 12:00 pm on **the 03 of APRIL 2026**, where after all Bids will be opened to the public. Telegraphic, faxed and late tenders will not be accepted and the Municipality shall not be held responsible for any couriered and posted document.

**CONDITIONS:**

- ❖ No awards will be made to a person, who is not registered on the Central Supplier Data base
- ❖ No awards will be made to a person, who is in the service of the state
- ❖ No awards will be made to a person, if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state.
- ❖ No awards will be made to a person, who is an advisor or consultant contracted with the Municipality or municipal entity
- ❖ Fill in all the Municipal Bidding Documents (MBD'S) failure to do so will automatically disqualify.
- ❖ Fully Completed all the MBD'S on the Tender document
- ❖ Fully completed Tender document (bidder will be disqualified for incomplete document)
- ❖ Service Providers should be on Municipal Data Base if not please collect data base forms at SCM Office or down load them from Municipal website ([www.abaqulusi.gov.za](http://www.abaqulusi.gov.za)) and submit them with your bid document.
- ❖ Late bids will not be accepted,
- ❖ These Tender will be valid for a period of 90 days after the closing date
- ❖ These Tender must only be submitted on the documentation provided by Abaqulusi Municipality (Original document)
- ❖ Failure to comply with these conditions will result in immediate disqualification of the bid.

- ❖ Bid will be evaluated on Completeness, Responsiveness functionality and then price and Specific goals.

The Municipality reserves the right to withdraw any invitation to bid and / or to re- advertise or to reject any bid or to accept a part of it. The municipality does not bind itself to accept the lowest bid or award a contract to the bidder scoring the highest number of points.

### **MINIMUM REQUIREMENTS**

The following documents have to be attached:

- ❖ Central Supplier Data base registration report (Detailed) to claim special goals
- ❖ Valid copy of company registration document
- ❖ CIDB 4 ME OR HIGHER
- ❖ SARS PIN or Tax Clearance certificate must be submitted
- ❖ Certified B- BBEE Certificate from registered accountant is required or original Sworn Affidavit from Commissioner of Oath.
- ❖ A Certified current account in terms of water and electricity / rates and taxes obtainable from your local municipality / Induna/Inkosi / Councillor, must be submitted not older than three months or lease agreement.
- ❖ Certified copies of identity documents of directors and owners of the company must be submitted

### **EVALUATION CRITERIA:**

- ❖ Evaluation will be based on the following items: Relevant previous experience, safety and quality servicing compliant, planned repairs for reliability of equipment, committed response time in the event of breakdown, 24 hrs call Centre for emergency reporting.

For more SCM enquiries please contact Supply Chain Management office at [scm@abaqulusi.gov.za](mailto:scm@abaqulusi.gov.za).

**No bids will be accepted from a person in the service of the state and whose Tax Matters are non-compliant**

The Abaqulusi Local Municipality does not bind itself to accepting the lowest, or any bid, either wholly or in part or give any reason for such action.

---

**SP DLAMINI**  
**MUNICIPAL MANAGER**

To be advertised on Newspaper/ e-tender portal/municipal website and notice boards

# **SPECIFICATION**

## **ASSET MANAGEMENT AND ASSET RENEWAL FOR ALL WATER AND WASTEWATER SYSTEMS TO ENSURE INCREASED PLANT RELIABILITY FOR A PERIOD OF 36 MONTHS**

### **SCOPE OF WORK**

Abaqulusi municipality is seeking to appoint a service provider that will conduct the following:

1. Service and maintain all pipework, mechanical and electrical components in the water and wastewater treatment systems.
2. Respond to emergency breakdowns in Civil, mechanical and electrical failures at all times in order to minimize water supply interruptions.
3. Replace or repair and reconstruct pipework, pumps, electrical motors, electrical panels, VSD and soft starters.
4. Compile a detailed asset management profile for all water and wastewater systems that is according to BLUE & Green drop requirements.

### **DELIVERABLES**

The following are the deliverables for this projects:

1. Increased plant reliability on pump stations, Water and wastewater treatment works.
2. Duty-standby operation to be in place.
3. Detailed asset list of pumps complying to DWS.

### **SITES**

Below are the pump stations and water and wastewater treatment works:

1. Klipfontein Water works
2. Bloemveld Water works
3. Mondlo Water works
4. Hlobane Water works
5. Coronation Water works
6. Louwsburg Water works
7. Lakeside sewer pumpstation
8. Bhekuzulu sewer pumpstation
9. Sasko sewer pumpstation
10. Mondlo waste water works
11. Klipfontein waste water works
12. Hlobane waste water works
13. Coronation waste water works

All sites are within a 50km radius from Vryheid town

## QUALITY SCORECARD:

Points for quality must be entered here **by the Tenderer** based on the following Quality Scorecard. **Only Tenderers scoring 75% or more for quality will be considered eligible for evaluation.**

Tenderers should supply supporting information to prove points claimed where it's not available in other Returnable Schedules.

### 1. Company Experience: Maximum Score = 20

No of projects worked on similar maintenance projects for water and wastewater works, proof of work orders						Number of projects	Points
	Project Title	Value	Reference				
			Name	Organisation	Tel N°		
1.1						1> Appointment 1 to 3 projects 3,1 to 5 projects 5,1 to 9 projects >9,1 Projects	0
1.2							5
1.3							10
1.4							15
1.5							20
1.6							
1.7							
1.8							
1.9							
2.0							
2.1							
<b>Possible Full Points =</b>							<b>20</b>

### 2. Experience of Key Personnel: Maximum Score = 30

#### **CURRICULA VITAE TO BE ATTACHED:**

Years of appropriate experience means experience in the related field  
 Certified copies of Qualifications to be attached if points are claimed.

	Proposed key Personnel	Diploma or BSc plus Experience		Points
2.1	Project Manager Experience in project management of projects that are in the built environment or civil, mechanical and electrical engineering, Registered with Engineering Council of South Africa or Registered with Project Management Body	No BTech or BSc	0	0
		BTech or BSc plus less than 1 year experience, Plus professional registration	0 to 1	3

	Proposed key Personnel	Diploma or BSc plus Experience		Points
	Name:	BTech or BSc plus 1.1 to 3 years' experience, Plus professional registration	1 to 3	5
	Years of Experience:	BTech or BSc plus 3,1 to 5 years' experience, Plus professional registration	3,1 to 5	10
			>5	15
		BTech or BSc plus above 5 years' experience, Plus professional registration		
2.2	One (1) electrician/ Mechanical/civil with Engineering diploma or with process and instruments qualification at NQF level 6, qualification to be proven with academic certificate of qualifications or N6 Electrician with trade test / Mechanical fitter  Name:  Years of Experience:	No National Diploma or BSc	0	0
		National Diploma or BSc plus less than 1 year experience,	0 to 1	3
		National Diploma or BSc plus 1.1 to 3 years' experience,	1 to 3	5
		National Diploma or BSc plus 3,1 to 5 years' experience,	3,1 to 5	10
		National Diploma or BSc plus above 5 years' experience,	>5	15
	<b>Possible Full points</b>			<b>30</b>

#### METHODOLOGY AND WORK PLAN

4	METHODOLOGY AND WORK PLAN			
4.1	Well presented methodology of project management, funding, monitoring, of the project clear indicating the cost to Abaqulusi, and return on investment to Abaqulusi.  Deliverables outlined clear and their expected quality  Project Plan clear indicating activities and timeframes, shorter time frames will remain preferred than extended project time frames. Plan presented on Microsoft Project clear indicating all project activities	Poor Quality and Project plan duration exceeding 12 months	Poor	5
4.2		Satisfactory Quality and Project plan duration exceeding 12 months	Satisfactory	10
4.3		Good Quality and Project plan duration not exceeding 12 months	Good	15
4.4		Excellent Quality and Project plan duration not exceeding 12 months	Excellent	20
	<b>Possible Full points</b>			<b>20</b>

BILL OF QUANTITIES

ITEM NUMBER	ITEM DESCRIPTION	QTY	Unit Price	Total
1	Klipfontein Raw water pump KSB DWT B16D/04, 1450 rpm, pump delivery of 756 m <sup>3</sup> /h, head of 61.8 m	4		
2	Klipfontein Raw water pump motor WEG TEFC IP55 Flange Mounted, 3155/M, 1490 rpm 200 kW, 400V	4		
3	Klipfontein WTW Clarifier bridge motor Manufacture: FEMCO, 0.37 kW, 1429 rpm, 380V/3phase/1.2A/50Hz	4		
4	Klipfontein WTW Clarifier Mixer motor & Gearbox Siemens KAF108-LA100L4, Ratio 178.9, n1 = 1420rpm, n2 = 7.9 rpm, 2.2 kW, 400V 3 phase/4.8A/50Hz	16		
5	Klipfontein WTW Clarifier bridge motor Siemens D68-LA71n14, ratio 57.9, n1 = 1390rpm, n2 = 24rpm, 0.37kW, 380V 3 phase/1.5A/50Hz	4		
6	Klipfontein WTW Compressor Atlas Copco GX11 FF, 11kW, 9.75 bar, 400V 3 phase/50Hz	2		
7	Klipfontein WTW Blower Manufacture: Kulkarni Power SR220, 30kW, 2215rpm, 2555 m <sup>3</sup> /h	2		
8	Klipfontein WTW Blower Motor Manufacture: Actom, 1470rpm, 30kW, 400V 3 phase/55.2A/50Hz	2		
9	Klopfontein WTW chemical mixer Gearbox & Motor Manufacture: SEW-EURODRIVE RF27DRS71M4, 0.55kW, 1380rpm, 380V 3 phase/1.62A/50Hz	16		
10	Klipfontein WTW Transformer 800 kVA	2		
11	Klipfontein WTW Backwash pump Manufacture: APA PUMPS VIT, capacity 1036, head 9.3m, 980rpm	2		
12	Klipfontein WTW Backwash pump motor Manufacture : WEG W22 Premium plus Model: TE13FOXOX, 1185rpm, 45kW, 460V 3 phase/69.4A/50Hz	2		
13	Klipfontein WTW Polymer Dosing pump Grundfos DMX-221, capacity 50 l/h, 8 bar, 0.37kW, 230V/50Hz	8		
14	Klipfontein WTW Soda Ash Dosing pump Grundfos DMX-226, capacity 190 l/h, 10 bar, 0.09kW, 220V/50Hz	8		
15	Klipfontein WTW three phase regulator Manufacture: ACDC AVR, model: ARD-3080, 80kVA	2		
16	Klipfontein WTW Recovery Motor Manufacture: BMM, 1455 rpm, 7.5 kW, 380V 3PH/50Hz	2		
17	Klipfontein WTW Highlift pump Manufacture: APE Pumps (Mather + platt) VIT, 14HC D stage	4		
18	Klipfontein WTW Highlift pump motor Manufacture: Dutchi, serial Number: 2433060002, 275kW, 1480rpm, 380V 3phase/489A	4		

19	Mondlo WTW Blower Motor Manufacture: Sowery Engineering company (PTY) LTD Serial no.: -73664056 Power: 0.55 kW Speed: 1390 rpm Current: 1.43 A Voltage: 400V Model and Type: 80A4 Frequency: 50 Hz	2		
20	Mondlo WTW Blower Manufacture: SPP Serial no.: SR1002032 Model and Type: UNISTREAM 100/20B Impellar Dia: FULL - SIZE	2		
21	Mondlo WTW Motor Manufacture: ALSTOM Serial no.: 055/SUME418-419 Model and Type: NV1163-4AH Speed: 1470 RPM Current: 21.3A Voltage: 400V Power: 11kW Frequency: 50Hz	2		
22	Mondlo WTW Gearbox Manufacture: Mapro International Serial no.: A9500817 Model and Type: CL80/6CU HS Speed: 2860 rpm Current: 12.8 A Voltage: 400 V Power: 7.50 kW Frequency: 50 Hz	2		
23	Mondlo WTW Gearbox Manufacture: SEW Eurodrive Serial no.: 71.011413612.01.0001.11.00 Model and Type: RF77 DRS Speed: 30 RPM Current: 1.5 kW Ratio: 36.53	4		
24	Mondlo WTW Motor Manufacture: SEW Eurodrive Serial no.: 71.011413612.01.0001.11.00 Model and Type: RF77 DRS Speed: 38 RPM Current: 1.5 kW Ratio: 36.83	4		

25	Mondlo Manufacture: Bonfiglioli 2EA802220009 1423825945/1	WTW C 12 2 F 16.1 PT 1 B5	Gearbox	4		
26	Mondlo Manufacture: Serial Model Speed: Current: Voltage: Power: Frequency: 50 Hz	WTW Bonfiglioli no.: and 1370 1.82	Motor Riduttori 08190009551203113 Type: rpm A 400V kW	4		
27	Mondlo Manufacture: Serial Model and Speed:410/492 Voltage: Power: Frequency:50 Hz	WTW no.: and Type: S3BAH070410PVTS110M000	Dosing pump Prominent 2022065476 I/h 230V 0.55kW	4		
28	Mondlo Manufacture: Serial Model and Type: 36 U - RAI	WTW Unwersal no.: 92 A	Blower Rai 38651	6		
29	Mondlo Manufacture: Model Speed: Current: Voltage: Power: Frequency: 50	WTW Motor 3 Phase Induction WEG and 2930 380 7.8	Motor LTDA Type: rpm 8.6A V kW	6		
30	Mondlo Manufacture: Serial Model and Type: 35 NU-RAI	WTW Roots Rotary no.: Lobe	Blower Blower 2329991821	6		

31	Mondlo Manufacture: ABS Wastewater Technology (Pty) Ltd Serial no.: 27266 Model and Type: AFP 2045 1 ME220/4 Speed: 1465 RPM Current: 3.08A Voltage: 400V Power: 24.73kW Frequency: 50Hz	WTW	Pump	4		
32	Mondlo Manufacture: no.: 08/03 Serial no.: 0711571031 Model and Type: Speed: Current: 6.2A Voltage: 660V Power: Frequency:	WTW	Motor EML	4		
33	Mondlo Manufacture: Serial Model and Type: Speed: 2820 RPM Current: 5.73 A Voltage: 400 V Power: 1.5 kW Frequency: 50 Hz	WTW	Motor WEG	4		
34	Mondlo Manufacture: Serial no.: Model: A96541841P31319 Type: CR1-7 A-FGJ-A-E-HQQE Speed: 2873 rpm Hmax: 43.7 H: 33.6 m Pressure: 25/120 Power: 0.37 kW Frequency: 50Hz	WTW	Pump Grundfos	4		
35	Mondlo Manufacture: Serial no.: Model and Type: Speed: 2270 rpm Current: 3.00A Voltage: 240V Power: Frequency:	WTW	Motor	4		

36	Bloemveld Manufacture: Type: Serial no.:	WTW KSB Pumps	Backwash SA	Pump (PTY) LTD ETA200-23	1	4		
37	Bloemveld Manufacture: Type: Serial no.:	WTW KSB Pumps	Backwash SA	Pump (PTY) LTD ETA200-23	2	4		
38	Bloemveld Manufacture: Voltage: Power: Speed: Current: Frame: N.D.E: D.E: JOB No.:	WTW GOAL	Backwash Armeture	Pump Motor Winders	1	4		
39	Bloemveld Manufacture: Voltage: Power: Speed: Current: Frame: N.D.E: D.E: JOB No.:	WTW GOAL	Backwash Armeture	Pump Motor Winders	2	4		
40	Bloemveld Manufacture: Serial Speed: Voltage: Current: Size: NDE:	WTW English	Supply no.:	Pump motor Electric MC6752/90	1	4		
41	Bloemveld Manufacture: Serial Speed: Voltage: Current: Size: NDE:	WTW English	Supply no.:	Pump motor Electric MC6752/90	2	4		

42	Bloemveld Manufacture: KSB Type: Serial Impeller Diameter: F/S (209) mm	WTW Pumps	Supply and Valves	pump (Pty) Ltd	1	4		
43	Bloemveld Manufacture: KSB Impeller Diameter: F/S	WTW Pumps	Supply and Valves	pump (Pty) Ltd	2	4		
44	Bloemveld Manufacture: Wallace & Tiernan Serial Number: Type and Size: Capacity: 0-140 + GPH	WTW Dosing	Pump	England x.5948/2/66 G.50/VX0.6	1	1		
45	Bloemveld Manufacture: Serial Number: Impeller Diameter: F/S (209)	WTW Dosing	Pump	KSB ZA010053/7	2	1		
46	Bloemveld Manufacture: Manchester Size: RT: PH: V: HP: Current: Speed: MFD: 965	WTW Polyphase	Motor	(Lancashire - crypto) EA1W 20374W12 - 50 3 220/250/380/440 0 - 5 1 - 8/ 1 - 0 1420 rpm	1	1		
47	Bloemveld Manufacture: Manchester Size: RT: PH: V: HP: Current: Speed: MFD: 966	WTW Polyphase	Motor	(Lancashire - crypto) EA1W 20374W12 - 50 3 220/250/380/440 0 - 5 1 - 8/ 1 - 0 1420 rpm	2	1		

48	Bloemveld Manufacture: M.W. BETERS ARMATURE Winders Serial no.: 96565012 Power: 2.2kW Voltage: 380V Current: 5.5A Speed: 1440 rpm NDE: 6304 Frame: D3003	WTW CC	2		
49	Bloemveld Manufacture: M.W. BETERS ARMATURE Winders Serial no.: 96565012 Power: 2.2kW Voltage: 380V Current: 5.5A Speed: 1440 rpm NDE: 6304 Frame: D3004	WTW CC	2		
50	Bloemveld Supplied: Sole South African Agents Reference NLDG-300 L1352326	WTW Mixer Gearbox AEROMIX (PTY) LTD no.: 79-1630	1	2	
51	Bloemveld Supplied: Sole South African Agents Reference NLDG-300 L1352327	WTW Mixer Gearbox AEROMIX (PTY) LTD no.: 79-1630	2	2	
52	Bloemveld Manufacture: Serial no.: 201900122 Type: BT5B1008PVT200UA010000 Power Supply: 100 - 230V Pwer: 20.3W Frequency: 50 - 60Hz Dosing rate: 6.8 l/h Pressure 1: 10bar Pressure 2: 145psi	WTW Dosing Pump	1	2	

53	Bloemveld Manufacture: Serial Voltage: Speed: Current:2-2.3 HP: Cycle: Spares Quote: M327	WTW Kestners no.:	Mixer Soth	Motor Africa 90049502.6 V rpm	1	2		
54	Bloemveld Manufacture: Serial Voltage: Speed: HP: Cycle: Spares Quote: M325	WTW Kestners no.:	Mixer Soth	Motor Africa 90049502.20 V rpm	2	2		
55	Bloemveld Manufacture: Serial Voltage: Speed: HP: Cycle: Spares Quote: M326	WTW Kestners no.:	Mixer Soth	Motor Africa 90049502.12 V rpm	3	2		
56	Bloemveld Manufacture: Serial Voltage: Speed: HP: Cycle: Spares Quote: M324	WTW Kestners no.:	Mixer Soth	Motor Africa 90049502.6 V rpm	4	2		
57	Bloemveld Manufacture: Serial Voltage: Speed: HP: Cycle: Spares Quote: M321	WTW Kestners no.:	Mixer Soth	Motor Africa 90049502.7 V rpm	5	2		

58	Bloemveld Manufacture: WTW Mixer Motor 6 Kestners Soth Africa Serial no.: 90049502.7 Voltage: 380 V Speed: 930 rpm HP: 1 Cycle: 50 Spares Quote: M321	2		
59	Bloemveld Manufacture: Roots WTW Blower 1 Model : 56 Rotary Lobe Blower Serial No. : URAI DSL Part No.: T304600MR 1310978040	2		
60	Bloemveld Manufacture: Roots WTW Blower 2 Model : 56 Rotary Lobe Blower Serial No. : URAI DSL Part No.: T304600MR 1302964718	2		
61	Bloemveld Manufacture: WTW Blower Motor 1 Squirrel Cage Serial NO: mc 5823/15 Frame: D.P C180L Power: 30 (40) Current: 64.5 amps Volts: 380 v Speed: 1455 rpm Duty: S1 CMR DE: 6312Z NDE:6309 Frequency: 50Hz	2		
62	Bloemveld Manufacture: WTW Blower Motor 2 Squirrel Cage Serial NO: mc 5823/15 Frame: D.P C180L Power: 30 (40) Current: 64.5 amps Volts: 380 v Speed: 1455 rpm Duty: S1 CMR DE: 6312Z NDE:6309 Frequency: 50Hz	2		

63	Bloemveld Manufacture: Serial Model Voltage: Current: Power: Frame: Speed: 1440 rpm	WTW M.W	Clarifier BEYERS  and	Bridge	Motor & no.:85540 Type: 380V 1.2A 0.37 80.4	1 CO	2		
64	Bloemveld Manufacture: Serial Model Voltage: Current: Power: Frame: Speed: 1440 rpm	WTW M.W	Clarifier BEYERS  and	Bridge	Motor & no.:85540 Type: 380V 1.2A 0.37 80.4	2 CO	2		
65	Bloemveld Manufacture: SER.NO: Type: CAP. Speed: Head: Size: 14 HC/IS		WTW  01-40099/1  1460 12.5		Pump   1350L/SEC rpm M	1 APE 80 6920	2		
66	Bloemveld Manufacture: SER.NO: Type: CAP. Speed: Head: Size: 14 HC/IS		WTW  01-40099/2  1460 12.5		Pump   1350L/SEC rpm M	2 APE 80 6920	2		



72	Coronation Manufacture: Make.:OMG Type:250 Cycle Volts Speed: P: AMPS: 128.5	WTW Newcastle	Raw Water	Pump Armature	Motor Winders	2		
			:	50	S/N Hz 380/415 rpm KW			
73	Coronation Manufacture: Permit Type: Frequency: Volts: Power: Current: Speed:	WTW	Final No: 12/01	Water	Motor WEG 4754/6862 BC05968 50Hz 525 30KW A 2970	2		
74	Coronation Manufacture: Serial Type: Impeller Dia: F/S	WTW no.:	Raw ZAN	Water	Pump KSB 10934 WKLn/8013	2		
75	Coronation Manufacture: Serial Type: V6B 80	WTW STEWARDS NO:	High Lift	VE & M494	Pump LLOYDS S0	2		
76	Coronation Manufacture: Type: N: 11M82-16-00003A	WTW SE	Treated FRANKLIN 65-250	water	Pump ELECTRIC CI-SS-MS	2		
77	Hlobane Manufacture: Serial no.:	WTW SF 80-250 CI-CI-PB	Raw FPS	Water	Pump Sseries	2		
78	Hlobane Manufacture:KSB Serial Type: Impeller Diameter: 211mm	WTW No: ETANORM	Filter 125-100-200		Pump 9972605727/100/1 GG1APO	2		
79	Hlobane Manufacture: Serial Type: VEG 80	WTW WEIR No:	VE		Pump WARMAN F28398/0	2		

80	Hlobane WTW Raw Water Pump Motor Manufacture: Fenner Motorline Serial No: 08100054L Power: 55 KW Frequency: :50 Hz Phase: 3 Volt: 525V Speed: 2965 r/min Current: 71.7 A	2		
81	Hlobane WTW Motor Manufacture: GOAL ARMATURE WINDERS Make: SIEMENS VOLTS: 523 Power: 37 KW Speed: 2900 rpm	2		
82	Hlobane WTW Motor #3 Manufacture: COLLISEN ELECTRICAL Serial No: 32199 Type: TEFC Make: SIEMENS VOLTS: 525 Power: 37KW Speed: 2950 rpm Current: 50 amps	2		
83	Hlobane WTW Motor Manufacture: Weg Type: 17DEZ13 1022270269 Volts: 400Δ Speed: 1460 mp Current: 15.2 A Power: 7.5 Kw Frequency: 50Hz	2		
84	Hlobane WTW 2 Million Pump Station Motor Manufacture: SIEMENS Power: 30 Kw Potential Diff: 525 V Frequency: 42 Hz Speed: 1480	2		
85	Hlobane WTW 2 Million Pump Station Pump Manufacture: NORMAFLO END SUCTION Serial No: 38814 Model: SO 250	2		

86	Hlobane Manufacture: Serial Model: SO 250	WTW	3	Million	Pump	Pump SUCTION 38814	2		
87	Hlobane Manufacture: Serial Power: Potential Frequency: Speed: Current: 44.5 A	WTW	3	Million	Pump	Motor SIEMENS 120514 Kw V Hz RMP	2		
88	Hlobane Manufacture: Potential Power: Speed: 2960 rpm	WTW	3	Million	Pump	Motor DUTCH 380V KW	2		
89	Klipfontein Manufacture:S.A.M.E Serial Type: Manufacturer : Model : S.Creen Channel Width : 850 mm	WWTW		Mechanical	Screen	Water no.:100933 Mechanical /1300/2800/10 mm	2		
90	Klipfontein Manufacture: Model Serial Rated Rated Output Motor Voltage: Oil Capacitor : 1,5 l, Shell Tivela WB Recommended	WWTW		Mechanical	Screen	Drive Flender CAD68-W80S4 MI4703/6 kW A rpm rpm AC	2		
91	Klipfontein Manufacture: Year Conveyor Conveyor Screw Bearing Serial No.: MI 4677	WWTW		Mechanical	Screen	Conveyor LWT 2003 rpm mm mm CCK	2		

92	Klipfontein WWTW Mechanical ScreenGeared Drive Manufacture: Flender Himmel Serial no.: MI4677 Model : FDA68-W9054 Ratio: 87,68: 1 Rated outPut: 0,55 kW Rated current: 1,38 A Output Speed :16,5 rpm Motor Speed ;1420 rpm Rated Voltage: 380 V AC Oil Capacitor : 4,4 l, Shell omala 220 Recommended	2		
93	Klipfontein WWTW Screen Press Screening Compactor Manufacture: Lektratek Water Technology Year of manufacture: 2003 Capacitor; 2 m³/h Discharge arrangement : incline chute	2		
94	Klipfontein WWTW Screen Geared Drive motor Manufacture: Flender Himmel Serial no.: MSO 559 Model : FDF108-W100L4 Rated outPut: 2,2 kW Rated current: 4,81 A Output Speed :12 rpm Rated Voltage: 380 V AC Oil Capacitor : 17,5 l, Shell omala 220 Recommended	2		
95	Klipfontein WWTW Grit Removal Blower Manufacture: Gardner Denver Sutorbilt Type : Legend P-2M Serial No.: S144133 Speed :5016 rpm Discharge pressure: 55 kpa V-Belt: 2x SPZ 1140	2		
96	Klipfontein WWTW Grit Removal Blower Motor Manufacture: WEG Type: Foot mount Frame Size: 100L Speed: 2890 rpm Rated Output : 3 kW Rated Current : 6,14 A Voltage ; 380 VAC	2		

97	Klipfontein WWTW Wash water pumps Manufacture: DAB Model No.: K55/100T Duty ; 2l/sec @ 400 kpa Speed: 2900 rpm Rated Output : 2,2 kW Rated Current : 602 A	2		
98	Klipfontein WWTW Degritter paddle Drive (Secondary) Degritter paddles Manufacture: Lektratek Water Technology Ratio: 4,34 : 1 Serial : Titanus E. 505.20 C	2		
99	Klipfontein WWTW Degritter paddle Drive Primary paddles Manufacture: Flender Model : ZF38-W80M4 Serial No. : MI4679/1..../2 Rated outPut: 0,75kW Rated current: 1,71 A Output Speed : 93 rpm Voltage: 380 V AC	2		
100	Klipfontein WWTW Preliminary Treatment Grit Removal Equipment Grit Classifier Grit Classifier Manufacture: Lektratek Water Technology Year of manufacture : 2003 Screw length : 4915 mm Screw : Diameter : 300 mm Descharge height ; 1927 mm Top Bearing UCT 211	2		
101	Klipfontein WWTW Grit Geared Drive motor Manufacture ; Flender Model ; FDA 88- W90S4 Serial no.: MI4680 Rated Output: 1,1 kW Output Speed ; 10.9 RPW Operating : 380 VAC Rated : 2,26 A	2		
102	Klipfontein WWTW Preliminary Treatment Grit Removal Equipment Classifier Lubrication pump Lubrication pump Manufacture ; Woerner Model ; GMA-L/4/0/0/0/6/8/0/0/0/0/04.5-380-50 Discharge pressure: 250 bar Output Capacity: 0,43 m³/min Operating Voltage: 380 VAC Rated Current : 0,42 A	2		

103	Klipfontein Manufacture: Permit Voltage: Frequency: Power: Speed: Current: 4.56A	WWTW	Screen no.:	Screw 50 1.1 1420	motor WEG 4754/6862 380v Hz kW rpm	2		
104	Klipfontein Manufacture: Serial Voltage: Frequency: Power: Speed Speed Current: Oil: 4.4 L	WWTW	Screen no.:	Screw Flender 1: 2:	Gear Box RSA 0304M14677 380v 50Hz 1.1kW 1420rpm 16.5rpm 2.56A	2		
105	Klipfontein Manufacture: Permit Voltage: Frequency: Power: Speed: Current: 4.56A	WWTW	Grit no.:	pump 50 1.1 1420	Motor WEG 4754/6862 380v Hz kW rpm	10		
106	Klipfontein Manufacture: Serial Type: Voltage: Frequency: Power: Speed Speed Current: Oil: 17.5 L	WWTW	Grit no.:	Flender 1: 2:	Gearbox RSA 0309-MS0559 FDAF108-W100L4 380v 50Hz 2.2kW 1410rpm 12rpm 8.81A	10		
107	Klipfontein Manufacture: Permit Voltage: Frequency: Power: Speed: Current: 5.08A	WWTW	Pump no.:	1 DM1 100L 50 2.2 1430	(Degrit) 4 4754/6862 380V Hz kW rpm	2		

108	Klipfontein WWTW Pre-Anoxic Reactor Mixer motor Manufacture: SEW-EURODRIVE Type: FAF67DT90S4/C N <sup>o</sup> : :601294201501.0002.09 Power: 1,1 kW Frequency : 50 Hz Phase: 3 Volt: 380 V (50Hz) Speed: 1400rpm Mass: 52,876 kg Oil: CLP220 Miner Oil/3,70 L Current: 2,80 A	16		
109	Klipfontein WWTW Pre-Anoxic Tank Mixer Gearbox Manufacture: SCABA Type:60FVP-a Manufacture.no.:09.1590-01-02 ABS no.:951653 Draw.no.:09,1590-01 Power: 1.1 kW Power :IP55	16		
110	Klipfontein WWTW Screw Pump Motor Manufacture: WEG Permit no.: 4754/6862 Model and Type: Speed: 1450 rpm Power:15 kW Current: 29.4 A Voltage: 380 V Frequency: 50 Hz	2		
111	Klipfontein WWTW Screw Pump Gearbox Manufacture: Lender Himmel RSA Seriel no.: 0304-M14676/2 Model and Type: Z128PX-160 Speed: 49.98rpm Ratio: 27.001 Voltage: 380V Power: 15kW Oil: 25L	2		

112	Klipfontein WWTW Screw pump gearbox Oil Pump Motor Manufacture: WEG Permit no.: 4754/6862nd Type: Speed: 1385 rpm Power: 0.18 kW Current: 0.576 A Voltage: 380V Frequency: 50 Hz	2		
113	Klipfontein WWTW PST Bridge Motor Manufacture: Flender Serial no.: 84081745 Type: 60G71M4 Voltage: 380V 3 Phase power: 0.37kW Current: 1.1A Speed 1: 1410 rpm Speed 2: 7.5rpm Frequency: 50Hz	8		
114	Klipfontein WWTW PST Bridge Motor Manufacture: SIEMENS Type : FDA68B:-Z28-M71C4 Ratio: 4:96:1 Volts: 380 Frequency: 50 Hz Speed:1400 rpm Speed 2: 2,3 Current: 0,65 A Power : 0,18 kW	8		
115				
116	Klipfontein WWTW Sludge pump Motor Manufacture: Motorelli Permit Number:8558/13533 Serial No.:LB0017W Speed: 1465 rpm Power: 18.5 kW Volts:400 V Frequency: 50 Hz Mass: 175 kg Current : 19,5 A	2		
117	Klipfontein WWTW Sludge pump stationSludge pumpPumpPump 1Manufacture: Gorman Rupp Model : T3 Serial No.: 992407	2		

118	Klipfontein Manufacture: Model Serial No.: 968726	WWTW	Sludge			pump Rupp T3-A3	2		
119	Klipfontein Manufacture: Model Serial No.: 79294	WWTW	RAS			Pump Rupp T6A3-B	2		
120	Klipfontein Manufacture: Model Serial No.: 804576	WWTW	Wash water			Pump Rupp 82H3-B	2		
121	Klipfontein Manufacture Model Serial No.: 1401561N	WWTW	Grit	Wash Water		pump Rupp T2A3-B/FM	2		
122	Klipfontein Manufacture Model Serial No.: 82H3-B	WWTW	Behind	Chlorine	Room	Pump Rupp 804576	2		
123	Klipfontein Manufacture: Serial Type: Voltage: power: Current: Speed Speed 3 Frequency: Oil: Ratio: 911/1:1	WWTW	SST	Bridge Clarifire	Motor	Gearbox RSA 0405-M17484 ZF68-Z38-MP71M4 380V 0.37kW 1.2A rpm rpm Phase 50Hz l	8		
124	Klipfontein 1Manufacture:WEG Type: Job Frequency: Current: Power Speed: 1470 rpm	WWTW	Aerator	Motor	Reactor	Motor S J6989 Hz A kW	8		

125	Klipfontein WWTW Aerator Gearbox Manufacture: FLENDER RSA Type : ZF188-K2-250 Serial No.: 0405-M17485/2 Speed 2: 60 rpm Speed 1 : 1475 rpm Ratio: 24 : 77 Current: 98,3 A Phase:3 Oil: 72 l MTG: V1-1A Power : 55,0 kW	8		
126	Klipfontein WWTW Activated sludge Tank Reactor 2Motor 2Reactor Motor 2Manufacture:WEG Type: 225 SM Job no.: 359-2 Frequency: 50 Hz Current: 82.2 A Power : 55,0 kW Speed: 1475 rpm Voltage:380 Power :45 kW	2		
127	Klipfontein WWTW Activated sludge Tank Reactor 2Gearbox 2Reactor Gearbox	2		
128	Klipfontein WWTW Activated sludge Tank Reactor 3Motor 3Reactor Motor 3Manufacture:WEG Type: 2255 S/M Frequency: 50 Hz Current: 82,2A Power : 45 kW Speed: 1475 rpm Voltage : 380 v	2		
129	Klipfontein WWTW Activated sludge Tank Reactor 3Gearbox 3Reactor gearbox 3Manufacture :Flender RSA Serial Number : 0405-M17486/1 Type: ZF168-K2-225 Speed 2 : 63 rpm Speed 1 : 1475 rpm Current:82,2 A Phase: 3 Power: 45 kW Voltage : 380 V Oil : 43,8 l Ratio: 23:26:1	2		

130	Klipfontein WWTW Activated sludge Tank Reactor 4Motor 4Reactor Motor Manufacture:WEG Frame: D250 SM Frame: Frequency: 50 Hz Current: 98,3 A Power : 55,0 kW Speed: 1475 rpm	2		
131	Klipfontein WWTW Activated sludge Tank Reactor 4GearboxReactor GearboxManufacture: FLENDER RSA Type : ZF188-K2-250 Serial No.: 0405-M17485 Speed 2: 60 rpm Speed 1 : 1475 rpm Ratio: 24 : 77 Current: 98,3 A Phase:3 Oil: 72 l MTG: V1-1A Power : 55,0 kW	2		
132	Klipfontein WWTW Anoxic Reactor Mixer Manufacture: ABS PUMP Frame : RW6522A50/12CE Serial : Volts: 380 V Current: 19,5 A Power 1 :7.1 kW Power 2 :5.0 kW Speed: 470 rpm DE Bearing: 6308 2RS C3 NDE Bearing : 6306 2RS C4	8		
133	Klipfontein WWTW Aerobic Reactor Mixed liquor Motor Manufacture : VEM MOTORS Motor No.:141070/0004H Volt: 400 V Frequency: 50 Hz Speed : 965 rpm Power : 12 kW	2		
134	Klipfontein WWTW Aerobic Reactor WAS Pump 2	2		

135	Klipfontein Manufacture:WEG Type: Frequency: Current: Power : Speed: Voltage : 380 V 3 phase	WWTW	Screw 160 50 15 1450	pump Motor	2		
136	Klipfontein Manufacture: Type : Serial : Volts: Current: Power 1 : Power 2 : Speed: Hmax: Qmax: 577 m3/h	WWTW	Submersible ABS AFP20 380 130.4 :17.9 :16.0 1480 20.3	pump PUMP 53-M 03654304 V A kW kW rpm m	2		
137	Klipfontein Manufacture: Type : Serial : Volts: 400 V Current: Power : Speed: 1450 Hmax: 22 m Qmax: 144 m3/h	WWTW	Submersible PUMPS (Sewer 3 phase 22 :11 Hmin: 9.2	pump pumps) GB-CU110GD-4 10818K10050 / 50Hz A kW rpm m	2		
							SUBTOTAL
							VAT 15%
							TOTAL YEAR 1
							TOTAL YEAR 2 with percentag e escalation
							TOTAL YEAR 3 with percentag e escalation
							GRAND TOTAL

*Important Note to bidders: All prices to include complete overhaul, delivery cost loading, transport and off-loading cost*

## **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](http://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](http://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: 8/2/1/585  Closing Time : 12H00 Closing Date : 03 APRIL 2026
--

**OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF TENDER.**

---

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY NO.
------	----------	-------------	-------------------------------

\*\*(ALL APPLICABLE TAXES INCLUDED)

---

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

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

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

\*Delete if not applicable

**MBD4**

**DECLARATION OF INTEREST**

- 1. No bid will be accepted from persons in the service of the state<sup>1</sup>.
- 2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make 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, hareholder<sup>2</sup>):.....

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.....

.....

<sup>1</sup> MSCM 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.

<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.....

.....  
3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and 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 the 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, trustee, 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**

## MBD 6.1

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

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

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

---

#### 1. GENERAL CONDITIONS

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

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

#### 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.

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	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms

of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{min}$  = Price of lowest acceptable tender

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

3.2.1. **POINTS AWARDED FOR PRICE**

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Previously Disadvantaged Individuals ( HDI )	5	
Empowering of local service providers	15	

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number:  
.....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions

as indicated in paragraph 1 of this form;

- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

..... <b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**C1.1. Form of Offer and Acceptance (Contract Form)**

**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)**

I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to Abaqulusi Municipality ..... 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.

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

The tenderer, identified in the offer signature block below, has examined the documents listed in the tender data and addenda thereto as listed in the Schedule of Returnable Documents, and by submitting this offer has accepted the conditions of tender.

By the representative of the tendered, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data, within \_\_\_\_ days of the commencement date.

**THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:**

.....  
.....RAND (in words);  
R ..... (in figures)

This offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the tendered before the end of the period of validity stated in the Tender Data, whereupon the Tendered becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

1. 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)
2. 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.
  3. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  4. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  5. I confirm that I am duly authorised to sign this contract.

**SIGNED ON BEHALF OF/BY THE TENDERER:**

**NAME**

**SIGNATURE**

**CAPACITY**

**DATE**

**Name and address of Organisation:**

.....

.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

*By signing this part of this Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an Agreement between the Employer and the Tendered upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.*

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the Returnable Documents as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this schedule which must be duly signed by the authorised representative(s) of both parties.

The tenderer shall within two weeks of receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), or when or just after this Agreement comes into effect, contact the employer's agent (whose details are given in the Contract Data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

**SIGNED ON BEHALF OF/BY THE EMPLOYER:**

*SP DLAMINI*

**NAME**

**SIGNATURE**

*MUNICIPAL MANAGER*

**CAPACITY**

**DATE**

**Error! Reference source not found. - CORNER MARK AND HIGH STREET, VRYHEID**

.....  
.....

.....

**SIGNED BY WITNESS:**

**NAME**

**SIGNATURE**

**DATE**

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

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

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....**

**CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM TRUE AND CORRECT.**

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

.....

**Signature**

.....

**Position**

.....

**Date**

.....

**Name of Bidder**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> 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:

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

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 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>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.

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

# **GENERAL CONDITIONS OF CONTRACT (GCC)**

## **TABLE OF CLAUSES**

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

## 1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 **“Acceptable bid”** means any bid, which, in all respects, complies with the specifications and conditions of the bid as set out in the bid document.

1.2 **“Bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of State for the provision of goods, works or services.

1.3 **“Black enterprise”** means an enterprise that is 50,1% owned by black persons and where there is substantial management control. Ownership refers to economic interest while management refers to the membership of any board or similar governing body of the enterprise.

1.4 **“Black empowered enterprise”** means an enterprise that is at least 25,1% owned by black persons and where there is substantial management control. Ownership refers to economic interests. Management refers to executive directors. This is whether the black enterprise has control or not.

1.5 **“Black people”** includes all African, Coloured or Indian persons who are South African citizens by birth or by descent or who were naturalised prior to the commencement of the constitution in 1993. In addition, the term also includes black people who became South African citizens after the constitution's commencement but who would have been able to be naturalised prior to this, were it not for the Apartheid laws which prohibited naturalisation of certain persons. This means that an African, Coloured or Indian person who was not a South African citizen before the commencement of the constitution in 1993 but who would have been entitled to apply to be naturalised prior to 1993, will also be considered a black person and therefore a beneficiary of BEE.

1.6 **“Black woman-owned enterprise”** means an enterprise with at least 25,1% representation of black women within the black equity and management portion.

1.7 **“Closing time”** means the date and hour specified in the bidding documents for the receipt of bids.

1.8 **“Comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilised have been taken into consideration.

1.9 **“Community or broad-based enterprise”** means an enterprise that has an empowerment shareholder who represents a broad base of members such as a local community or where the benefits support a target group, for example black women, people living with disabilities, the youth and workers. Shares are held via direct equity, non-profit organisations and trusts.

Benefits from the shareholding should in a measurable sense be directed towards the uplifting of the community through job creation, welfare, skills development, entrepreneurship and human rights. At the same time, directors and management of groups should significantly comprise black persons.

These arrangements are appropriate in situations where the activities or operations of an enterprise or industry directly impact on a community or are located in a community, or may benefit a community. Notable examples are large industrial projects, mining and tourism. Other instances, which do assist in broadening the shareholder base, are employee share ownership schemes; these are a viable empowerment shareholder option. In this and other circumstances, these arrangements should not detract from the ability of the shareholder to exercise significant influence or control over the operations of the business.

1.10 **“Consortium or joint venture”** means an association of persons for the purpose of combining their expertise, property, capital, efforts, skills and knowledge in an activity for the execution of a contract.

1.11 **“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.

1.12 **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.13 **“Control”** means the possession and exercise of legal authority and power to manage the assets, goodwill and daily operations of a business and the active and continuous exercise of appropriate managerial authority and power in determining the policies and directing the operations of the business.

1.14 **“Co-operative or collective enterprise”** is an autonomous association of persons who voluntarily join together to meet their economic, social and cultural needs and aspirations through the formation of a jointly-owned enterprise and democratically controlled enterprise.

1.15 **“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.

1.16 **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.17 **“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.

1.18 **“Day”** means calendar day.

1.19 **“Delivery”** means delivery in compliance with the conditions of the contract or order.

1.20 **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.

1.21 **“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.

1.22 **“Disability”** means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

1.23 **“Dumping”** occurs when a private enterprise abroad markets 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.

1.24 **“Equity Ownership”** means the percentage ownership and control, exercised by individuals within an enterprise.

1.25 **“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.

1.26 **“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.

1.27 **“GCC”** means the General Conditions of Contract.

1.28 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.29 **“Historically Disadvantaged Individual (HDI)”** means a South African citizen -

1.29.1 who, due to the Apartheid policy that had been in place, had no franchise in national elections prior to the introduction of the Constitution of the Republic of South Africa, 1983 (Act 110 of 1983) or the Constitution of the Republic of South Africa, 1993, (Act 200 of 1993) (“the interim Constitution); and/or

1.29.2 who is a female; and/or

1.29.3 who has a disability:

provided that a person who obtained South African citizenship on or after the coming into effect of the Interim Constitution, is deemed not to be a HDI.

1.30 **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.

1.31 **Local content**” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.32 **Management**” means an activity inclusive of control and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.

1.33 **Manufacture**” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.34 **Order**” means an official written order issued for the supply of goods or works or the rendering of a service.

1.35 **Owned**” means having all the customary elements of ownership, including the right of decision-making and sharing all the risks and profits commensurate with the degree of ownership interests as demonstrated by an examination of the substance, rather than the form of ownership arrangements.

1.36 **Parliament**” means Parliament of the Republic of South Africa as set out in Chapter Four of the Constitution.

1.37 **Person**” includes reference to a juristic person.

1.38 **Project site**” where applicable, means the place indicated in bidding documents.

1.39 **Purchaser**” means the organization purchasing the goods.

1.40 **Rand value**” means the total estimated value of a contract in Rand denomination that is calculated at the time of the bid invitations, and includes all applicable taxes and excise duties.

1.41 **Republic**” or **RSA**” means the Republic of South Africa.

1.42 **RFP**” means Request for Proposal.

1.43 **RFT**” means Request for Tender.

- 1.44     **“RFQ”** means Request for Quotation.
- 1.45     **“SCC”** means the Special Conditions of Contract.
- 1.46     **“Secretary”** means the Secretary to Parliament.
- 1.47     **“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.
- 1.48     **“Specific contract participation goals”** means the goals as stipulated in the Preferential Procurement Regulations, 2001. In addition to above-mentioned goals, the Regulations [12. (1)] also make provision for organs of State to give particular consideration to procuring locally manufactured products.
- 1.49     **“Small, Medium and Micro Enterprises (SMMEs)”** bears the same meaning assigned to this expression in the National Small Business Act, 1996 (Act 102 of 1996).
- 1.50     **“Sub-contracting”** means the primary contractor’s assigning or leasing or making out work to, or employing another person to support such a primary contractor in the execution of part of a project in terms of the contract.
- 1.51     **“Trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person.
- 1.52     **“Trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.
- 1.53     **“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.

#### **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 as 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

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 Parliament or an organisation acting on behalf of Parliament.

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 contract 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.

## **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, Parliament 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 (SARS).

## **33. Ownership and Copyright**

33.1.1 Ownership of all products produced in terms of this agreement, of whatever nature, vest in Parliament.

33.1.2 The copyright of products, of whatever nature, commissioned and produced in terms of this agreement, and that have been paid for by the Secretary are owned exclusively by Parliament.

**DECLARATION**

I, THE UNDERSIGNED  
(NAME).....

CERTIFY THAT THE I HAVE READ AND UNDERSTAND THE INFORMATION ABOVE. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
Name of bidder

.....  
Date

.....  
Position

.....  
Signature

