

MOGALAKWENA LOCAL MUNICIPALITY



PROJECT NAME:
**APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR
SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR
STORES FOR A PERIOD OF 3 YEARS.**

**PRE QUALIFICATION CRITERIA IS APPLICABLE FOR THIS TENDER AND
ONLY TENDERS MEETING THE CRITERIA WILL BE CONSIDERED.**

TENDER NO: 32-2020/21

TENDER ADVERT DATE: 11 February 2021

TENDER CLOSING DATE AND TIME: 15 March.2021 @12:00

NAME OF TENDERER: _____

TENDERED AMOUNT: _____

TENDER SUM IN WORDS: _____

CONTACT PERSON: _____

CELL NUMBER: _____

FAX NUMBER: _____

OFFICE NUMBER: _____

EMAIL ADDRESS: _____

POSTAL ADDRESS: _____

TENDER NO. : 32-2020/21

TENDER NOTICE AND INVITATION TO TENDER

CLOSING TIME & DATE: 15.03.2021 @12:00

Mogalakwena Local Municipality hereby invites suitably qualified service providers to tender for the below mentioned project.

The details of the project are as follows:

N o:	Project Name	COMPULSO RY BRIEFING MEETING	Tender Number	Enquiries
1.	PROJECT NAME: APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR STORES. (PRE QUALIFICATION CRITERIA IS APPLICABLE FOR THIS TENDER AND ONLY TENDERS MEETING THE CRITERIA WILL BE CONSIDERED)	NONE Due to Covid Regulations	32-2020/21	Supplychain@mogalakwena.gov.za @ 015 491 9671/9731/9649 Electrical Services @ 0154919601

Mogalakwena Municipality will evaluate, adjudicate and award the bids in accordance with the PPPFA of 2017

BID DOCUMENTS CONTAINING THE CONDITIONS OF BIDS AND REQUIREMENTS CAN BE DOWNLOADED ON E-TENDERS PUBLICATION PORTAL AT www.etenders.gov.za for free and on www.mogalakwena.gov.za.

The respective project name with the project number must be clearly marked on the envelope before submission.

Complete tender documents, fully priced, signed and sealed in an envelope must be deposited in the Tender Box at Mogalakwena Municipality, 54 Retief Street, Mokopane, by no later than **12H00 on 15 March 2021** for all the above projects.

No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with the successful tenderer.

NB* Service providers should take note that no bid/service will be awarded to a service provider who is not registered and valid on Web Based Central Supplier Database (CSD).

Enquiries related to this tender must be addressed to Supply Chain Management at 015 491 9662/9671/9731/9649/9647.

The Municipality does not bind itself to accept the lowest or any tender and reserves the right to accept any tender or any part thereof, which may result in the acceptance of more than one tender, whichever the case may be.

**GUNQISA B
MUNICIPAL MANAGER
54 RETIEF STREET
MOKOPANE
0601
NOTICE NUMBER: 26/2021**

BIDDERS PLEASE NOTE THE FOLLOWING

1. No late, faxed, telegraphic, emailed and telephonic tenders will be accepted. The council also reserves the right to negotiate further conditions and requirements with successful tenderer. Tenders received will be the basis for the contract negotiations and ultimately appointment of the suitable service provider. It is therefore important that service providers familiarise themselves with the municipality's processes and MLM supply chain management policy and to take them into account in preparing their tender.
2. Service Providers must note that the costs of preparing the tender and of negotiating the contract are not reimbursable and Mogalakwena Local Municipality is not bound to accept any of the tender submitted.
3. At any time before submission of the bid, Mogalakwena Local Municipality may, for any reason, whether at its own initiative or in response to a clarification requested by an invited firm, modify these Specifications by amendments. The amendment will be sent in writing by facsimile or electronic mail to all Service providers and will be binding on them. Mogalakwena Local Municipality may at its discretion extend the deadline for the submission of bids.

A. TENDER AMOUNT

In preparing the tender amount, service providers are expected to consider the requirements and the conditions of these Specifications. The tender amount should include all costs associated with the project and relevant taxes. The tender amount must be a fixed cost and remain valid for **90 days** after the closing date of the tender submissions. The rate of exchange of this bid is not subject to any foreign currency and the price must be firm.

B. NEGOTIATIONS

Negotiations to reach agreement on all points and sign a contract will be held at a time and place to be determined by Mogalakwena Local Municipality. Negotiations will include a discussion of the technical proposal, the proposed work plan, financial proposal/pricing and any suggestions made by the appointed service provider to improve the Terms of Reference. The agreed work plan, service level agreement and final Terms of Reference will then be incorporated into the "Description of Services" and form part of the contract.

C. SUBMISSION AND OPENING OF TENDER PROPOSAL

The proposal tender document shall be placed in a sealed envelope clearly marked "project name, project number and the closing date". The envelope shall be deposited in the tender box at the Civic Centre situated at:

54 Retief Street, MOKOPANE

Note that any tender received after the closing date and time for submission, will not be considered.

Technical Enquiries regarding the bid may be directed to:

Mr Manamela E. at Electrical Services

Telephone Number: (015) 491 9601

Administrative Enquiries to Supply Chain Unit: -

supplychain@mogalakwena.gov.za

Telephone number: -015 491 9662/9649

The tenders will be opened immediately after the closing time for submission. At the opening all service providers' bids will be read aloud and the tender amount shall be made public and recorded.

Mogalakwena Local Municipality will take ownership of the outcomes and deliverables, thereby reserving the right to reproduce information from, copy and / or distribute such outcomes and deliverables without the prior consent of and / or reference to the service provider.

SECTION 1: DETAILS

Province	Limpopo
District	Waterberg
Municipality	Mogalakwena Local Municipality
Project Name	APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR. SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR STORES.

SECTION 2: EVALUATION CRITERIA

STAGES OF EVALUATION

Stage 1: PREQUALIFICATION- DESIGNATED GROUPS

Stage 2: QUALITY EVALUATION

Stage 3: RESPONSIVENESS/ADMINISTRATIVE

Stage 4: PRICE AND PREFERENCE

This is a pre-qualification tender to advance certain designated groups in terms of National Treasury's Preferential Procurement Regulation 2017 and BBBEE Act of 2013.

Targeted groups

- 1. An EME which is at least 51% owned by black people who are military veterans.**
- 2. An EME which is at least 51% owned by black people who are women.**
- 3. An EME which is at least 51% owned by black people with disabilities.**

A tender that fails to meet the prequalification criteria will be disqualified before evaluation in terms of quality and price.

The first top Four (04) Bidders in terms of points obtained will form part of the Panel.

The bid will be evaluated based on functionality as outline below:

Criteria	Weight	Score
Company Experience Bidder must demonstrate the depth of experience and expertise in SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR STORES. Attach orders (relevant to advert) and/ or reference letters (company logo and signed by authorized person)	40	1. Order or orders amounts for R 1m or more =40 points. 2. Order or orders amounts from R 500 000 – R 999 999 = 20 points 3. Order or Orders amounts from R200 000 – R 499 999 =10 points. Order or orders less than R 200 000 =5 points.
Vehicle equipment / transportation to load and deliver materials needed. Attach a credit facility agreement or letter detailing lending amounts	30	1. 8 ton Crane Truck or above = 30 2. 1 ton Bakkie/ Pick- up or similar = 20 3. Sedan/ Hatch back or similar to private =10
Locality Mogalakwena Local Municipality	30	1. Within Mogalakwena = 30 points 2. Within Waterberg district = 15points 3. Within Limpopo province = 10 points 4. Within Outside Limpopo= 5
Urban - Valid certified copy of Rates and taxes bill in the company owner's name or lease agreement in case of rental included as a source of evidence.		
Rural - Valid certified copy of proof of occupation in the company name supported by permission to occupy from CoGHSTA and lease agreement in case of rental to be included as a source of evidence		

TOTAL WEIGHT		100
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MINIMUM SCORE OBTAINABLE FOR FURTHER EVALUATION =70

SECTION 3: PRICING SCHEDULE

The Tenderer shall supply all the price information required in the price schedule, failure to do so shall invalidate the Tender.

The project cost must be inclusive of all chargeable costs to the municipality. The municipality will not pay any amount outside the projected/quoted amount. The municipality reserves the right to negotiate the project cost.

The successful service provider will be remunerated in accordance with Service Level Agreement.

No claim for price escalation will be considered for the first year.

PRICE SCHEDULE (BILL OF QUANTITIES)

PANEL OF (4) TO SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR THE PERIODS OF 3 YEARS.

TEM NO.	DESCRIPTION	QUANTITY	UNIT PRICE	TOTAL PRICE
1.	CHOKE FLOURESCENT 36.40WATT 4			
2.	CHOKE FLOURESCENT 58.65WATT 5			
3.	BALLAST FLOURESCENT 80W1.52M			
4.	BALLAST FLOURESCENT 80W1.5M S			
5.	CHOKES 80W 50HZ LPE			
6.	BALLAST 2 X 75WATT FLOURESCENT			
7.	BALLAST M125 XH FOR MERCURY			
8.	BALLAST ECM 125W A140 230V DEC			
9.	REDUCER SPIGOT FOR STREET LIGHT			
10.	67-42MM REDUCER FOR STREET LIGHT			
11.	PVC CABLE SIZE 2.50MM RED			
12.	2.5MM PVC S/C BLACK WIRE 100M			
13.	CABLE 2.5MM X 7 CORE (MILTIECOR)			
14.	CABLE 6MM X 2 CORE 600/1000V C			
15.	CAPASITOR 13 MFD LIGHTING			
16.	CHOKES 150W CAT NO 45150A			
17.	CHOKES TRIDONIC CODE OGLS 250W			
18.	TC CONTACTOR 32A 220V COIL 50H			
19.	CONDUIT 40MM GALVANIZED 40M			
20.	CONNECTOR STRIP 15A			
21.	CONNECTOR STRIP 30AMP			
22.	END CAPS 5 XLA NO 27			
23.	END BOX PLASTIC 10MM AC/70M			
24.	END CAP WITH SEALANT SSC 075			
25.	END CAP WITH SEALANT SSC 150			
26.	END CAP WITH SEALANT SSC 250			
27.	IGNITORS 70-400W HPS MZN			
28.	IGNITOR 400-1000W HPS			
29.	12M STEEL CANTILEAVER CURVED GALVANIZED			
30.	9M STEEL CANTILEAVER CURVED GALVANIZED			
31.	4.5M FIBRE STREETLIGHT POLE			

32.	12.5M STEEL CANTILEVER GALVANIZED			
33.	STATERS FLOURESCENT 4-80W/220V			
34.	DAYLIGHT SWITCH 15AMP N 50HZ			
35.	STRAIN INSULATOR (LT) SO 5 (PO			
36.	SHACKLE STRAP FOR 05 (LT)			
37.	KE3 TERMINATION JOIN KIT FOR M			
38.	JOINT KIT 3M SCOUTCH CAST 82 A1			
39.	JOINT KIT 3M SCOUTCH CAST 82 A2			
40.	JOINT KIT 3M SCOUTCH CAST 82 A3			
41.	JOINT KIT 3M SCOUTCH CAST 82 A4			
42.	JOINT KIT 3M SCOUTCH CAST 91 A5			
43.	JOINT KIT TAPE TEX 3 SCOUTCH			
44.	JOINTMASTER MIRP01 11KV STAIGHT			
45.	LAMP 18W/840 2			
46.	LAMP D/E 18W/840 4			
47.	LAMPS 70W HPS SON –E E27 (MAKE			
48.	LAMP 75W LED HEADS TRAFFIC SIGNAL			
49.	LAMPS 70W HPS SON –T E27 WITH			
50.	LAMPS 125W MV			
51.	LAMP 150 HPS SONT GIANT			
52.	LAMP 250W HPS SONT GIANT ES			
53.	LAMP 400W HPS SONT GIANT ES			
54.	LAMPS FL PL DULUX S 9W 22			
55.	LAMP FLOURESCENT 2.4M 8FEET			
56.	LIGHTFITTING 75W LED/125W			
57.	LAMP THORN 2D X 16W FLOURESCENT			
58.	LAMP HOLDER GES F40 PORCELAIN			
59.	DIFFUSER B / RAY CLEAR ACR BEKA			
60.	LIGHTFITTING 108W LED \150W			
61.	LIGHTFITTING 144W LED / 250W			
62.	LIGHTFITTING 70W HPS 23			
63.	LIGHTFITTING 70W HPS			
64.	LIGHTFITTING 53 LED \70W			
65.	LIGHTFITTING 55W LED POST TOP MOUNTED 70W			
66.	LIGHTFITTINGS 470W LED FOR HIGH MASTS.			
67.	TRAFIC SIGNAL HEADS			
68.	TRAFIC SIGNAL BACKING BOARDS			
69.	TRAFIC SIGNAL HOLDING BRACKETS			
70.	90MM TRAFIC SIGNAL BRASS BOLTS, NUTS AND SPRING WISHER			
71.	TRAFIC SIGNAL SUNVISOR WITH SCREWS			
72.	TRAFIC SIGNAL PED HEADS (LED GREEN AND RED MAN)			
73.	TRAFIC SIGNAL Standard pole 4.4m c/w base frame, galvanized primed and painted Yellow			
74.	TRAFIC SIGNAL OVERHEAD POLES WITH CANTLEVERS			
75.	TRAFIC SIGNAL CONTROLLERS			

76.	TRAFIC SIGNAL REFLECTORS			
77.	TRAFIC SIGNAL Pole Termination Caps			
78.	TRAFIC SIGNAL POLE BASE FRAME			
79.	4 MM FURRELS CU			
80.	6 MM FURRELS CU			
81.	10 MM FURRELS CU			
82.	16 MM FURRELS CU			
83.	35 MM FURRELS CU			
84.	70 MM FURRELS CU			
85.	70 MM FURRELS CU- 95 AL			
86.	95 MM FURRELS CU			
87.	95 MM FURRELS CU-AL			
88.	120 MM FURRELS CU			
89.	150 MM FURRELS CU			
90.	185 MM FURRELS CU			
91.	10MM X 12MM LUGS CU			
92.	16MM X 10MM LUGS CU			
93.	16MM X 12MM LUGS CU			
94.	16MM X 16MM LUGS CU			
95.	35MM X 10MM LUGS CU			
96.	35MM X 16MM LUGS CU			
97.	70MM X 16MM LUGS CU			
98.	70MM X 20MM LUGS CU			
99.	95MM X 16MM LUGS CU			
100.	95MM X 20MM LUGS CU			
101.	120MM X 16MM LUGS CU			
102.	120mm x 12mm LUGS CU			
103.	120MM X HEX CU			
104.	150MM X 12MM CU			
105.	150MM X16MM CU			
106.	185MM X 16MM CU			
107.	35MM X10MM AL-CU			
108.	35MM X 16MM AL-CU			
109.	70MM X 10MM AL-CU			
110.	70MM X16MM AL-CU			
111.	95MM X12MM AL-CU			
112.	95MM X 16MM AL-CU			
113.	120MM X 12MM AL-CU			
114.	120MM X 16MM AL-CU			
115.	EARTH SPIKE 1.2M X12MM CU WITH 2NUTS AND WISHERS			
116.	EARTH WIRE 2.5MM GREEN AND YELLOW			
117.	EARTH WIRE 4MM GREEN AND YELLOW			
118.	EARTH WIRE 16MM GREEN AND YELLOW			
119.	EARTH WIRE 70MM BARE			
120.	PRATLEY GLANDS NO 1 WITH SHROUD			
121.	PRATLEY GLANDS NO 2 WITH SHROUD			

122.	PRATLEY GLANDS NO 3 WITH SHROUD			
123.	PRATLEY GLANDS NO 4 WITH SHROUD			
124.	PRATLEY GLANDS NO 5 WITH SHROUD			
125.	PRATLEY GLANDS NO 6 WITH SHROUD			
126.	ELECTRICAL DANGER TAPE			
127.	DANGER TAPE YELLOW AND WHITE			
128.	TAPE SCOTCH NR 23			
129.	TAPE SCOTCH NR 22			
130.	TAPE SCOTCH NR 33			
131.	TAPE SCOTCH NR 50 48MM X 30 5M			

OLD TECHNOLOGY	PROPOSED NEW TECHNOLOGY
1000 Watt HPS High mast lights	470W LED Floodlight
250 Watt HPS Street lights	144W LED
250 Watt MV Street lights	108W LED
150 Watt HPS Street lights	75W LED
125 Watt MV Street lights	53W LED
80 Watt MV Street lights	53W LED
125 Watt MV or 70Watt HPS Post Top	55W LED Post Top
Recessed down lighters and bulkhead 2x18W CFL	18W CFL
40/60/100W Incandescent lamps	14W CFL

APOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF LIGHTING MATERIALS AND ACCESSORIES FOR STORES.

BACKGROUND

The Mogalakwena Local Municipality (MLM) wants appoint a panel of not more than Four (04) service providers to supply and deliver lighting materials and accessories on behalf of the Municipality.

Specification

Compliance with Specification and Statutory Regulations

(a) The street lighting luminaires shall be designed strictly in accordance with Regulation C63 of the Machinery and Occupational Health and Safety Act No. 6 of 1983. (As amended).

(b) Unless otherwise specified, the LED street lighting luminaires shall comply where applicable with the following specifications. All standards and specifications are subject to revision, and Tenderers are encouraged to investigate the possibility of applying the most recent editions of the documents listed below:

ARP 035	:	Guidelines for the installation and maintenance of street lighting.
IEC 60598-1 Luminaires - Part 1	:	General requirements and tests
IEC 60598-2-3 Luminaires - Part 2	:	Particular requirements - Section 3: for road and street lighting
ISO 4762	:	Hexagon socket head cap screws
SANS 10098-1 & 2	:	Lighting of streets and highways.
SANS 1091	:	National colour standards for paint
SANS 1088	:	Luminaire Entries and Spigots
SANS 475:2006	:	Street Lighting Luminaires
SANS 60598-2-3	:	Safety Standard
SANS 529	:	Heat-resisting wiring cables
SANS 121	:	Hot dip galvanized coatings on fabricated iron and steel articles — Specifications and methods.
test		
SANS 60529	:	Degrees of protection provided by enclosures (IP Code)
SANS 1507	:	Electric cables with extruded solid dielectric insulation for fixed (300/500 V to 1 900/3 PVC
installations 300 V) Part 3: Distribution cables		
SANS 1574	:	Electric flexible cores, cords and with solid extruded dielectric
cables		
insulation		
cores and cables SANS 61000-3-2	:	Part 3: PVC-insulated
compatibility (EMC)		
— Limits for Harmonic emissions (equipment input current = 16 A per phase)		Electromagnetic Part 3-2: Limits current
OHSACT (Act 85 of 1993)	:	Occupational Health and Safety Act and Regulations

(b) Any departure from the requirements of this Specification shall be stated in the Annexures. No other departures will be permitted.

(c) Information regarding departures from the Specification or improvements on the Specification included in covering letters or documents will not be considered part of the tender, unless the clauses affected are specifically referred to in the Departures from Specification Annexures, together with a cross reference to the clauses in the covering letter or documents.

1.2 Design and Standardisation

The equipment shall be designed to facilitate inspection, cleaning and repairs.

All apparatus supplied shall be designed to ensure satisfactory, continuous Operation and all materials used shall be suitable for working under the very humid, coastal atmospheric conditions prevailing in Buffalo City, and under such sudden variations or load as may be met with under working conditions.

The design shall incorporate every reasonable precaution and provision for the safety of all those concerned in the operation and maintenance thereof.

All material used shall be new and of the best quality.

All connections and contacts shall be of ample section and surface for carrying continuously the specified currents without undue heating and shall be secured by stainless steel bolts or set screws of ample size, fitted with lock nuts or lock washers of approved type. Lock nuts shall be used on stud connections carrying current.

All apparatus shall be designed to obviate the risk of accidental short circuits due to animals, birds, insects and vermin.

Corresponding parts shall be interchangeable. When required by the Engineer, the Contractor shall demonstrate this quality.

SECTION 2 GENERAL SPECIFICATION FOR ENERGY EFFICIENT LED STREET LIGHTING LUMINAIRES

2.1 General

The LED luminaires shall be designed to meet the lighting criteria for Group A & B roads.

The luminaire shall be designed in accordance with the following requirements:

- a) Design life: In excess of 15 years
- b) The Luminaire shall be compatible with future upgrades of the LED module and the driver module when they become available. They shall be mounted on a separate tray for easy replacement.
- c) Managing the thermal properties in the LED luminaire is critical. Only metal core PCB's should be used to maximise heat transfer from the LED or the luminaire should incorporate a temperature sensor which monitors the temperature of the LEDs on the PCBs. Once a critical temperature is reached, the current will be reduced to a safe temperature level. The temperature sensor shall not completely switch off the LEDs at high temperatures.
- d) The Luminaires shall have a replaceable external surge protection system to protect the electronic driver and the LED module with a minimum surge protection rating of 10 KV.
- e) The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment. The lifetime of the power supply or driver shall be at least 100 000hrs with 70% survival over the lifetime.
- f) Minimum IP rating of the light compartment, including driver compartment: IP66.
- g) The protector shall be smooth, for easy cleaning, and shall be manufactured of tempered glass or high-impact acrylic.
- h) It shall be certified, in terms of IEC 60598, to operate at an ambient temperature of 35°C. The thermal design shall be particularly designed for African exterior conditions, i.e. high temperatures, high pollution, corrosion resistant.
- i) The cooling fins shall be designed in such a manner to prevent the accumulation of dirt, thus ensuring the continuous effective cooling. The cooling rib height to width ratio shall not exceed 0.7. Additionally the top surface shall be curved in shape.
- j) The LED life expectancy shall be 100,000 hours at 70% lumen maintenance. (Documentary evidence from the LED manufacturer, by means of an appropriate datasheet, confirming the statistical correlation, shall be provided).
- k) Use of high efficiency LED's (> 90 lumens/watt: Absolute photometry) CRI 65 to 90. Documentary evidence of compliance to this clause shall be submitted with the tender.
- l) The Luminaire shall have a colour temperature of 4000k for maximum efficiency.
- m) Direct conduction & maximized surface for external heat exchange shall be provided.
- n) The luminaires shall have aluminum housings of grade EN AC-47100 (or higher) aluminum alloy. This shall be substantiated by an independent

metallurgical report confirming the grade of aluminum for the luminaires offered.
All nuts; bolts, screws and clips to be stainless steel.

- o) The control gear compartment shall be incorporated into the luminaire housing.
- p) The power supply connection must take place inside the luminaire.
- q) The luminaire shall automatically disconnect the supply to the power supply once the luminaire is opened.
- r) All luminaires must be Smart Streetlight Management System Ready for a 7 pin NEMA socket mounted arrangement.
- s) The NEMA base should be a factory fitted seven (7) pin smart streetlight management system ready version capable of mounting a standard 3 pin NEMA type light sensitive relay or 7 pin smart streetlight management system hardware. The 7 pin NEMA socket should come with a bridging blank so that the luminaire can be used as a regular streetlight when NEMA LSR or streetlight management system is not required.

2.2 SPIGOT MOUNTINGS

Spigot entries shall be designed to fit easily over the bracket pipe and shall be truly

Parallel to the fitting axis and shall comply with Table 1 of SANS 1088 as follows:
The luminaire shall be secured to the spigot by means of at least two stainless steel M8 grub screws, as specified in ISO 4762. This shall be done from the inside of the luminaire to minimise the risk of vandalism and theft.

2.3 POWER SUPPLY

- (a) The power factor shall be rated at 0.95.
- (b) The power supply shall be removable and shall be suitable for operation with the specified rating of the lamp on a 108-305VAC 50Hz single phase system.
- (c) Operating temperatures shall be from -15deg to +60deg on the housing (case temperature).
- (d) Operating humidity shall be from 20% to 95%.
- (e) Provisions shall be made to withstand surges up to 10kV/10kA.
- (f) The unit shall be EMC compliant to the EN55015 and EN61347-1 standard.

2.4 LED LUMINAIRE MARKINGS

- (a) Each luminaire shall bear the name or trade mark of the manufacturer.

SECTION 3
GENERAL SPECIFICATION FOR THE REQUIREMENTS OF LIGHT
EMITTING DIODE (LED) FLOODLIGHT LUMINAIRES

3.1 General

- a) The luminaires shall be Class I of IEC 60598-1 and be of the totally enclosed type. Luminaires shall be delivered completely assembled with housing, driver, LED module and protector lens.
- b) The luminaire output shall be provided as nominal flux at T_q of 35 °C.
- c) The colour temperature of the luminaires shall be neutral white, 4000K and a colour rendering index of 70 (minimum).
- d) The luminaires shall deliver 70% of the initial lumens, when installed for a minimum of 100 000 hours. The bidder shall provide a lumen depreciation graph by means of the IES LM 80-08 data of the LEDs. The LED light source test data shall provide the expected data for at least 25% of rated LED light source lifetime, i.e. 15 000 hours.
- e) The following information and conditions shall be met:
- The LED light source(s) have been tested according to LM-80-08.
 - Only High Power Chip Technology will be accepted.(Proof to be submitted)
 - All calculations, for the sake of uniformity, are to utilize a maintenance factor of 0.8.
 - The LED drive current specified by the luminaire manufacturer is less than or equal to the drive current specified in the LM-80 test report.
 - The LED light source(s) manufacturer shall indicate a temperature measurement point (T_s) on the light source(s).
 - The T_s is accessible to allow temporary attachment of a thermocouple for measurement of in-situ temperature. Access via a temporary hole in the housing, tightly resealed during testing with a flexible sealant is allowable.
 - For the hottest LED light source in the luminaire, the temperature measured at the T_s is less than or equal to the temperature specified in the LM-80 test report for the corresponding drive current.
- f) Temperature sensors shall be fitted as protection devices to the luminaire, placed directly next to the LEDs. These shall not switch off the luminaire completely. Full details of how the luminaire manages its temperature, through the use of sensors and the effect on lumen maintenance, shall be supplied.
- g) Tenderers shall comply to Clause 9.3 of the Preferential Procurement Policy Act: Where there is no designated sector, an organ of state may include, as specific tendering condition, that only locally produced services, works or goods

or locally manufactured goods with a stipulated minimum threshold for local production and content, will be considered, on condition that such prescript and threshold(s) are in accordance with specific directives issued for this purpose by national treasury in consultation with the Department of Trade and Industry. The stipulated minimum local content threshold for these tendering conditions is 20%.

3.2IP Rating

The luminaires shall have minimum rating of IP 66 in accordance with SANS 60529 for both the driver and LED module compartments, when normally mounted as per SANS 475.

3.3 Construction of Luminaires

- a) Luminaires shall be suitable for operation at an ambient temperature, T_a , of 350 C. Fixing devices, junctions, lips and the like shall be designed to shed water. Pockets and ledges in which condensation may accumulate shall be avoided.
- b) The luminaires shall contain a heat sink with no fans, pumps or liquids, and the design thereof on the external surfaces shall prevent the accumulation of dirt and nesting of insects or ants, thus ensuring continuous effective cooling. Heat from the LED source should take the shortest path to the exterior by direct conduction or any other reliable form of cooling that will not compromise the useful life of the LEDs.
- c) The luminaires shall have aluminum housings of grade EN AC-47100 (or higher) aluminum alloy.
- d) Ferrous components shall be hot-dip galvanized and shall withstand the test specified in the current edition of SANS 121 for heavy duty application.
- e) External small components (such as toggle clips, bolts, screws, nuts, washers) shall be stainless steel (grade 304 or better).
- f) Due attention shall be paid to the accessibility of parts and to other requirements necessary for efficient maintenance and cleaning, where required. If screws are used to secure covers, they shall be held captive when opened.
- g) The upgrading and/or service of the LED unit and the driver/power supply shall be possible without removing the whole luminaire but by means of replacing only the optical/gear compartment.

3.4 Mounting Stirrup

- a) The stirrup shall be manufactured from 4mm x 80mm hot-dipped galvanized steel.
- b) Holes shall be provided for single or double bolt mounting.
- c) A stainless steel version shall be available on request.

3.5 Optics

- a) The luminaire shall be able to be equipped with a variety of lenses, providing the desired light distribution, ensuring a great diversity of light distributions for different applications. A minimum of 15 different optic distributions shall be available for flexibility of lighting designs, ensuring compliance to lighting requirements per application.
- b) Luminaires should be photo metered according to the C-Gamma system as detailed in CIE Publication No. 27.
- c) For LED luminaires with non-replaceable LED modules, the intensity values shall be given in candela. The results should be published in an intensity distribution table, indicating the intensity in cd/klm at each horizontal and vertical angle. This intensity distribution table should be converted by an accredited test facility and/or luminaire supplier into a suitable electronic format for use with any of the commercially available lighting computer programs.
- d) Refer to attached drawing for minimum requirements to replace existing 400w HPS luminaire on a 30m mast.
- e) Refer to attached drawing for minimum requirements to replace existing 1Kw HPS luminaire on a 40m mast.

3.6 Protector

- a) The protector shall be high-impact, toughened, clear flat glass.
- b) The protector shall form a seal completely preventing the entry of moisture, dust and insects into the lamp housing.
- c) A one-piece gasket, made of silicon sponge material, shall be fitted into a groove in the housing and shall be seated in a manner ensuring the integrity of the IP66 rating and shall not work loose during maintenance of the luminaire.

3.7 Power Supply or Driver Requirements

- a) LED module(s) drivers shall be housed fully within the sealed body of the luminaire.
- b) The output frequency of the drivers shall be 100 Hz or greater, to avoid visible flicker. The harmonic distortion levels of the LED module driver(s) shall comply with the limits as stipulated in SANS 61000-3-2.
- c) The LED module driver(s) shall operate at a power factor of 0, 95 or greater, and the harmonic distortion levels shall be limited so as to not cause interference on the electrical network.
- d) The power supply or driver compartment shall be so designed that there is sufficient space to permit replacement of components or repairs and reassembly without difficulty and without the removal of the luminaire from its mounting.

- e) The power supply or driver shall be able to withstand surges of up to 10kV/10kA by means of an external inline fused surge protection device mounted inside the gear compartment. This surge protection shall be easily replaceable.
- f) The power supply or driver should incorporate a thermal switch to prevent exceeding the case temperature for maximum life time of equipment.
- g) The lifetime of the power supply or driver shall be 100 000hrs with 90% survival over the lifetime.

m)(Technical compliance will be done according to compliance with the technical specifications mentioned in Item 14 as well as the Technical requirements of light emitting diode (LED) streetlight and flood light luminaires document attached to this tender document as well as the evaluation criteria indicated in this document).

n) It is a specific requirement of this project that local employment must be enhanced. Local installers must be used for the installation of the LED luminaires.

1. Material Type of the Product

The entire product to be provided must be S.A.B.S APPROVED and be of the highest quality.

2. General

- Bidders are requested to quote firm prices.
- The pricing shall be fixed for one year thereafter price increases are to be negotiated when the needs arise
- The period, for which these prices shall be effective, together with the dates of the future annual reviews and their notice shall be shown.
- All service providers will be requested to deliver the goods to Mogalakwena Local Municipality main store
- No goods will be allowed to be delivered on site unless special approval of the head of the department has been approved.
- All goods that are delivered at stores must be accompanied by a delivery note.
- All delivery of goods must be properly packed and marked clearly with proper description of the item.
- The panel will be for not more than ten (10) service provider.
- **ALL ITEMS MUST BE PRICED, FAILURE TO DO THAT WILL AUTOMATICALLY INVALIDATE YOUR BID**

Price Assessment

Proposal will be evaluated based on the PPPFA 80/20-point system.

The 80/20-point system for acquisition of goods and services for Rand value equal to or above R30 000 and up to R 50 Million will be as follows:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

	SCORES
Price Assessment	80
TOTAL	80

PREFERENTIAL / BBBEE POINTS	20
------------------------------------	-----------

TENDER OFFERS WILL ONLY BE ACCEPTED IF:

- A valid authority for signatory is provided and signed
- The tenderer has not:
 - Abused the employers Supply Chain Management System; or
 - Failed to perform on any previous contract and has been given a written notice to that effect.
- Valid Tax Clearance Certificate (For both Parties in case of a Joint Venture). Tax compliance status pin issued should also be attached for new tax clearance certificate issued.
- Submitted a valid certified copy of company registration certificate.
- Form must be signed in black ink (no pencil is allowed or other colour)
- All MBD Forms must be completed and signed
- In case of a Joint Venture, Association or Consortium a formal contract agreement must be signed by both parties and be attached
- Any alterations on the proposals or the tender document must be initialled.
- Valid Proof of Residential e.g. lease agreement, municipal rates & taxes account etc
- Valid BBBEE certificate should be submitted.
- The tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention of Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- The Mogalakwena Local Municipality may cancel a contract awarded of any company if:
 - The company or any of its directors has committed a corrupt or fraudulent act during the procurement process or in the execution of the contract, or
 - An official or other role player committed any corrupt or fraudulent act during the procurement process or in the execution of the contract that benefited the tenderer.

MBD FORMS

MBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF MUNICIPALITY/ENTITY)

BID NUMBER: CLOSING DATE:
CLOSING TIME:

DESCRIPTION.....
.....

The successful bidder will be required to fill in and sign a written Contract Form (MBD 7).

BID DOCUMENTS MAY BE POSTED TO:

.....
.....

OR

DEPOSITED IN THE BID BOX SITUATED AT (*STREET ADDRESS*)

.....
.....

.....
.....

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

The bid box is generally open 24 hours a day, 7 days a week.

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

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

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

THE FOLLOWING PARTICULARS MUST BE FURNISHED

(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

.....
.....

POSTAL ADDRESS

.....
.....

STREET ADDRESS

.....
.....

TELEPHONE NUMBER

CODE.....NUMBER.....

.....

CELLPHONE NUMBER

.....
.....

FACSIMILE NUMBER

CODE

.....
NUMBER.....

E-MAIL ADDRESS

.....
.....

VAT REGISTRATION NUMBER

.....
.....

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

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

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

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

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

A REGISTERED AUDITOR

☐

(Tick applicable box)

**(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE
SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-
BBEE)**

ARE YOU THE ACCREDITED REPRESENTATIVE

IN SOUTH AFRICA FOR THE GOODS/SERVICES/WORKS OFFERED

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....

DATE

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

.....

TOTAL BID PRICE..... TOTAL NUMBER
OF ITEMS OFFERED

**ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED
TO:**

Municipality / Municipal Entity:

.....

Department:

.....

Contact Person:

.....

Tel:

.....

Fax:

.....

**ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED
TO:**

Contact Person:

.....

Tel:

.....

Fax:

.....

MBD 2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.

2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.

3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.

4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.

5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.

6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

MBD 4

DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state¹.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority.

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

3.1 Full Name of bidder or his or her
representative:.....

3.2 Identity Number:
.....

3.3 Position occupied in the Company (director, trustee,
hareholder²):.....

3.4 Company Registration Number:
.....

3.5 Tax Reference
Number:.....

3.6 VAT Registration Number:
.....

3.7 The names of all directors / trustees / shareholders members, their
individual identity
numbers and state employee numbers must be indicated in paragraph 4
below.

3.8 Are you presently in the service of the state?
YES / NO

3.8.1 If yes, furnish particulars.
.....

.....
.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

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

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

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

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

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

.....

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

* Delete if not applicable

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

2.2 If yes, provide particulars.

***YES / NO**

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

3.1 If yes, furnish particulars

.....
.....

***YES / NO**

4. Will any portion of goods or services be sourced from outside ***YES / NO**
the Republic, and, if so, what portion and whether any portion
of payment from the municipality / municipal entity is expected to be
transferred out of the Republic?

4.1 If yes, furnish particulars

.....
.....

CERTIFICATION

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

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

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

.....
Signature Date
.....
Position Name of Bidder

MBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor

together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“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 or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?
(*Tick applicable box*)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
 - ☐ One person business/sole propriety
 - ☐ Close corporation
 - ☐ Company
 - ☐ (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
 - ☐ Supplier
 - ☐ Professional service provider
 - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality **where** **business** **is** **situated:**

.....

Registered Account Number:

Stand Number:.....

8.8 Total number of years the company/firm has been in business:.....

8.9 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and

directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

- (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

.....	
SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

MBD 6.2

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

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

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

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

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

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

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
- (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

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

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution) in accordance with the requirements and specifications stipulated in bid number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the purchaser during the validity period indicated and calculated from the closing time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Technical Specification(s);
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1.

2.

— — —

MBD 7.1

CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1.

2.

DATE

CONTRACT FORM - RENDERING OF SERVICES

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

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

7. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals 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 date of the bid.
8. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (iv) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - 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;
 - (v) General Conditions of Contract; and
 - (vi) Other (specify)
9. 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 services 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.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1
.....

2

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

4. I..... in my capacity as..... accept your bid under reference numberdated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
5. An official order indicating service delivery instructions is forthcoming.
6. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

<i>DESCRIPTION OF SERVICE</i>	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

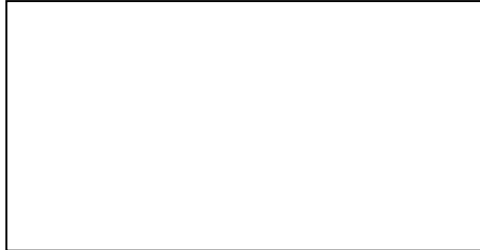
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ON

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

A large, empty rectangular box with a black border, intended for an official stamp.

WITNESSES

1

....

2

CONTRACT FORM - SALE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

13. I hereby undertake to purchase all or any of the goods and/or works described in the attached bidding documents from (name of institution)..... in accordance with the requirements stipulated in (bid number)..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the seller during the validity period indicated and calculated from the closing time of bid.
14. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (vii) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Special Conditions of Contract;
 - (viii) General Conditions of Contract; and
 - (ix) Other (specify)
15. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) quoted cover all the goods and/or works specified in the bidding documents; that the price(s) cover all my obligations and I accept that any mistakes regarding price(s) and calculations will be at my own risk.

16. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
17. I undertake to make payment for the goods/works as specified in the bidding documents.
18. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
19. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

.....
.....

MBD 7.3

CONTRACT FORM - SALE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE SELLER)

7. I..... in my capacity
as.....
accept your bid under reference number
.....dated.....for the purchase of goods/works indicated
hereunder and/or further specified in the annexure(s).
8. I undertake to make the goods/works available in accordance with the terms and conditions of the contract.

ITEM NO.	DESCRIPTION	PRICE (ALL APPLICABLE TAXES INCLUDED)		

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

3.
.....

4.
.....

.....

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>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	<p>If so, furnish particulars:</p>		

4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	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

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

MBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;

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

MBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;

- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
- 8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

MBD 9

- 10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting

business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

Js9141w 4

GENERAL CONDITIONS OF CONTRACT (National Treasury)

GOVERNMENT PROCUREMENT: General Conditions of Contract

TABLE OF CLAUSES

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1 DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

- 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 “Contract practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 “Day” means calendar day.
- 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
- 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
- 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.
- 1.11 “Dumping” occurs when a private enterprise abroad markets its goods on its own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12 “Force majeure” means an event beyond the control of the supplier and not involving the supplier’s fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 “Fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 “GCC” means the General Conditions of Contract.
- 1.15 “Goods” means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.
- 1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

- 1.18 “Manufacture” means the productions of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 1.26 “Tort” means in breach of contract.
- 1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

GOVERNMENT PROCUREMENT: General Conditions of Contract

2. **Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), 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 goods, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. **General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.1 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. **Standards**

- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

5. **Use of contract documents and information inspection**

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to

any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will best in the municipality / municipal entity.

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

b) A cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods 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 goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 and 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 22 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 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, and in any subsequent instructions ordered by the purchaser.

10. **Delivery and documents**

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. **Transportation**

12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified.

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13. **Incidental Services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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, 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 those 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 form any act or omission of the supplier, that may develop under normal uses 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.

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 and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

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15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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.

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.

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 or in the purchaser's request for bid validity extension, as the case may be.

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

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 on 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, without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract shall quantities or to have minor essential services executed if any emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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 the GCC Clause 23.

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23. Termination for default

23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:

- a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- b) If the supplier fails to perform any other obligation(s) under the contract; or
- c) If the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner, as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction?

23.5 Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- i. The name and address of the supplier and / or person restricted by the purchaser;
- ii. The date of commencement of the restriction
- iii. The period of restriction; and
- iv. The reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name be endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. **Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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 Clause 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.

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27. **Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and 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.

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27.4 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 for goods delivered and / or services rendered according to the prescripts of the contract.

28. **Limitation of Liability**

28.1 Except in cases of criminal negligence or wilful 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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

30. **Applicable law**

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.

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 furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to 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 contracts shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

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33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser.

34. Amendment of contracts

34.1 No agreement to amend or vary contract or order or the conditions, stipulation or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

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35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 of 1998.

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