

**MOGALAKWENA LOCAL MUNICIPALITY**



**PROJECT NAME:**

**APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR  
SUPPLY AND DELIVERY OF TRANSFORMERS, MINI SUBSTATIONS, CABLES  
AND ACCESSORIES FOR STORES FOR A PERIOD OF (03) THREE YEARS.**

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

**TENDER NO: 26-2020/2021**

**TENDER ADVERT DATE: 21 JANUARY 2021  
TENDER CLOSING DATE AND TIME: 22 FEBRURY 2021**

**NAME OF TENDERER:** \_\_\_\_\_

**TENDERED AMOUNT:** \_\_\_\_\_

**TENDER SUM IN WORDS:** \_\_\_\_\_

**CONTACT PERSON:** \_\_\_\_\_

**CELL NUMBER:** \_\_\_\_\_

**FAX NUMBER:** \_\_\_\_\_

**OFFICE NUMBER:** \_\_\_\_\_

**EMAIL ADDRESS:** \_\_\_\_\_

**POSTAL ADDRESS:** \_\_\_\_\_

**TENDER NO. 26-2020/2021**

**TENDER NOTICE AND INVITATION TO TENDER CLOSING TIME & DATE: 22  
February 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:

<b>N o:</b>	<b>Project Name</b>	<b>COMPULSORY BRIEFING MEETING</b>	<b>Tender Number</b>	<b>Enquiries</b>
1.	<b>PROJECT NAME: APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF TRANSFORMERS, MINI SUBSTATIONS, CABLES AND ACCESSORIES FOR STORES FOR A PERIOD OF (03) THREE YEARS.  (PRE QUALIFICATION CRITERIA IS APPLICABLE FOR THIS TENDER AND ONLY TENDERS MEETING THE CRUTERIA WILL BE CONSIDERED)</b>	NONE Due to Covid 19 Regulations	26-2020/2021	Supplychain@mogalakwena.gov.za @ 015 491 9662/9671/9731/9649  Electrical Services @ 0154910601

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](http://www.etenders.gov.za) for free and on [www.mogalakwena.gov.za](http://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 22 FEBRUARY 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: 12/2021**

## **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**

<b>Province</b>	<b>Limpopo</b>
<b>District</b>	<b>Waterberg</b>
<b>Municipality</b>	<b>Mogalakwena Local Municipality</b>
<b>Project Name</b>	<b>APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF TRANSFORMERS, MINI SUBSTATIONS, CABLES AND ACCESSORIES FOR STORES FOR A PERIOD OF (03) THREE YEARS.</b>

## **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
<p><b>Company Experience</b></p> <p>Bidder must demonstrate the depth of experience and <b>expertise in the PROVIDERS FOR SUPPLY AND DELIVERY OF TRANSFORMERS, MINI SUBSTATIONS, and CABLES AND ACCESSORIES FOR STORES.</b></p> <p>Attach certified copies of orders or reference letters with formal local government authority logos</p>	40	<p>1. Order or orders amounts for R 1m or more =40 points.</p> <p>2. Order or orders amounts from R 500 000 – R 999 999 = 20 points</p> <p>3. Order or Orders amounts from R200 000 – R 499 999 =10 points.</p> <p>Order or orders less than R 200 000 =5 points.</p>
<p><b>List of Plant Owned (Valid certified copies of registration documents and road worthy certificate of crane truck in owner's name) or</b></p> <p><b>List of Plant Rental (Valid certified copies of registration documents and road worthy certificate of crane truck in the name of the lessor and a Letter of intent to lease )</b></p>	30	<p><b>1-2 crane truck available = 10</b></p> <p><b>3-5 crane truck available =30</b></p>
<p><b>Locality</b></p> <p><b>Mogalakwena Local Municipality</b></p>	30	<p>1.Within Mogalakwena = 30 points</p> <p>2.Within Waterberg district = 10 points</p> <p>3.Outside province = 5 points</p>
<p>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</p>		
<p>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</p>		
<b>TOTAL WEIGHT</b>		<b>100</b>

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)

SUPPLY AND DELIVERY OF CABLES, TRANSFORMERS AND MIN-SUBSTATIONS, CABLES AND ACCESSORIES FOR STORES FOR A PERIOD OF (03) THREE YEARS				
No	Description	Unit	Unit Price	Total Price (Excl VAT)
1.	16 KVA 11KV/ 230V Single phase Dyn11 platform mount	1		
2.	25 KVA 11KV/ 230V Single phase Dyn11 platform mount	1		
3.	25 KVA 11KV/ 415V Three phase Dyn11 platform mount	1		
4.	50kVA 11kv/415V Three Phase Dyn11 Platform Mount	1		



5.	100kVA 11kV/415V Three Phase Dyn11 Platform Mount	1		
6.	200kVA 11kV/415V Three Phase Dyn11 Platform Mount	1		
7.	315kVA 11kV/415V Three Phase Dyn11 Platform Mount	1		
8.	500kVA 11kV/415V Three Phase	1		
9.	750KVA 11KV / 415V Three phase	1		
10.	800KVA 11KV / 415V Three phase	1		
11.	16KVA 33KV / 230V Single phase Dyn11 platform mount	1		
12.	25KVA 33KV / 230V Single phase Dyn11 platform mount	1		
13.	25KVA 33KV/ 415V Three phase Dyn11 platform mount	1		
14.	50kVA 33kV/415V Three Phase Dyn11 platform mount	1		
15.	100kVA 33kV/415V Three Phase Dyn11 platform mount	1		
16.	200kVA 33kV/415V Three Phase Dyn11 platform mount	1		
17.	315kVA 33kV/415V Three Phase Dyn11	1		
18.	500kVA 33kV/415V Three Phase Dyn11	1		

19.	630kVA 33kV/415V Three Phase Dyn11	1		
20.	1000kVA 11kV/415V Three Phase Dyn11	1		
21.	100KVA 33KV/ 11000V Three phase Dyn11 platform mount	1		
22.	200KVA 33KV/ 11000V Three phase Dyn11	1		
23.	250KVA 33KV/11000V Three phase Dyn11	1		

24.	500KVA 33KV/ 11000V Three phase Dyn11	1		
25.	750KVA 33KV/ 11000V Three phase Dyn11	1		
26.	1 500KVA 33KV/ 11000V Three phase Dyn11	1		
27.	5000KVA 33KV/ 11000V Three phase Dyn11	1		
28.	10 000KVA 33KV/ 11000V Three phase Dyn11	1		
29.	20 000KVA 33KV/ 11000V Three phase Dyn11	1		
30.	315KVA 11KV/ 415V Mini- substation	1		
31.	500KVA 11KV/ 415V Mini- substation	1		
32.	T3 Switchgear 12kv	1		
33.	Ring Main Unit 12kv	1		
34.	210 Litres drum of Transformer oil	1		
35.	10mm Airdac Copper LT Cable per drum of 500 metres length.	1		
36.	16mm Airdac Copper LT Cable per drum of 500 metres length.	1		
37.	6mm 2x core Armoured Copper LT Cable per drum of 500 metres length.	1		
38.	10mm 2x core Armoured Copper LT Cable per 500 metres length.	1		
39.	16mm 2x core Armoured Copper LT Cable per 500 metres length.	1		

40.	6mm 7x core Armoured Copper LT Cable per 500 metres length. (Robots cable)	1		
41.	10mm 4x core Armoured Copper LT Cable 500 metres length.	1		
42.	16mm 4x core Armoured Copper LT Cable 500 metres length.	1		
43.	35mm 4x core Armoured Copper LT Cable 300 metres length.	1		

44.	70mm 4x core Armoured Copper LT Cable 300 metres length.	1		
45.	95mm 4x core Armoured Copper LT Cable 300 metres length.	1		
46.	120mm 4x core Armoured Copper LT Cable 300 metres length.	1		
47.	150mm 4x core Armoured Copper LT Cable 300 metres length.	1		
48.	185mm 4x core Armoured Copper LT Cable 300 metres length.	1		
49.	70mm 3x core Armoured Copper HT Cable 300 metres length.	1		
50.	95mm 3x core Armoured Copper HT Cable 300 metres length.	1		
51.	120mm 3x core Armoured Copper HT Cable 300 metres length.	1		
52.	150mm 3x core Armoured Copper HT Cable 300 metres length.	1		
53.	3M TR Electrical cable cleaning	1		
54.	25L Electrical cable cleaning chemical.	1		
55.	12KV 25 Amp Striker Pin Fuse 6.	1		
56.	12KV 50 Amp Striker Pin Fuse 6.	1		
57.	12 KV 100 Amp Striker Pin Fuse 6.	1		
58.	10 Amp HT Striker PIN Fuse.	1		
59.	12KV 16 Amp Striker Pin Fuse 6.	1		
60.	12KV 25 Amp Striker Pin Fuse 6.	1		
61.	12KV 35 Amp Striker Pin Fuse 6.	1		
62.	12KV 40 Amp Striker Pin Fuse 6.	1		
63.	12KV 45 Amp Striker Pin Fuse 6.	1		
64.	12 KV 63 Amp Striker Pin Fuse 6.	1		
65.	12KV 80 Amp Striker Pin Fuse 6.	1		

66.	KE3 Termination Join Kit MV Cable.	1		
67.	Strapping copper braided 25mm thickness.	1		
			<b>Sub-Total</b>	
			<b>Vat @ 15%</b>	
			<b>Total Amount</b>	

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## **SPECIFICATIONS**

### **APPOINTMENT OF A PANEL OF FOUR (04) SERVICE PROVIDERS FOR SUPPLY AND DELIVERY OF TRANSFORMERS, MINI SUBSTATIONS, CABLES AND ACCESSORIES FOR STORES FOR A PERIOD OF (03) THREE YEARS.**

#### **BACKGROUND**

The Mogalakwena Local Municipality (MLM) wants appoint a panel of not more than Four (04) service providers to supply and deliver transformers, mini-Sub's, cables and accessories for stores on behalf of the Municipality.

#### **A. MINI-SUBSTATIONS**

Specifications for mini-substations:

315 KVA 11KV/420V

500 KVA 11KV/420V

##### **General**

This specification covers the manufacture, testing at works, supply and delivery to the municipal stores, of a non-extendible outdoor pavement mounted threecompartment mini-substation, complete with H V switching gear, transformer and L V compartment. All doors shall be hinged properly and shall have a felt packing to prevent the entry of dust. The door shall be equipped with a suitable latch to accept a standard padlock. The padlock area shall be covered with a cover that prevents access to the padlock with a bolt cutter. All doors shall be marked according to the applicable Regulations of the Occupational Health and Safety Act.

The metalwork of the substation shall be well treated and all rust and scale shall be removed before a suitable metal primer is applied. A double layer final coat of avocado green oil-based paint shall be applied.

Tenders for 315 KVA and 500 KVA mini-substations to the following specifications are invited.

##### **High Voltage Compartment**

##### **All mini-substations**

Two – 11KV, at least 400 Ampere rated, 250 MVA three pole gang operated type isolators with quick break contacts. The isolators shall be fitted with easily accessible test sockets. "ON", "OFF", "EARTH" and "TEST" interlocks are to be provided to

prevent incorrect operation. Phasing should be possible with the use of a multi meter via low voltage test sockets on the front panel.

Two - cable boxes suitable for a 150 mm<sup>2</sup> XLPE insulated copper conductor SWA cable entering vertically upwards connected onto horizontally installed spigots. Bolts to be provided for the connection of the cable.

One – 11KV circuit breaker rated for at least 100 Ampere 250 MVA, fitted with a self-powered relay. A cable box suitable for a 150 mm<sup>2</sup> XLPE insulated copper conductor SWA cable entering vertically upwards connected onto horizontally installed spigots. Bolts to be provided for the connection of the cable

The above equipment must form one complete ring main unit and shall be complete with operating handles, labels, and test rods.

Only vacuum or SF 6 isolators and circuit breakers manufactured according to IEC 60298 will be accepted. Internal arc withstand must also be in conformity with IEC 60298. Arc chimney's to be fitted according to IEC specifications.

### Transformer Compartment

315 KVA and 500 KVA transformers to the following specification to be housed in this compartment.

#### General Arrangement of Windings

Transformers will be three phases with winding arrangement of the vector group Dyn 11, to comply with SANS 780/1979 as amended and NRS 005/1990, for low loss transformers.

#### Voltage Ratings

The voltage rating at no load must be:

High voltage 11 000 volt

Low voltage 420 / 240 volt

#### Type

The transformers must be double wound, oil immersed, naturally cooled, suitable for mini-substations.

#### Terminals

All terminals shall be suitable for mini-substations and shall be complete with all nuts and lock nuts.

The low voltage neutral point of the windings must be brought out to an insulated terminal.

All terminals shall be clearly and indelibly marked.

## Tappings

The transformers must be provided with an external manually operated off load tap changing switch so arranged to give a plus minus 2½ % variation in the voltage ratio per tap.

The switch handle must be provided with a clear indication showing which tap is selected and arranged to be lockable in any position.

The tapplings must be symmetrically arranged and the transformers must be capable of giving the full rated output continuously with any tapping in use.

## Load

The transformers will operate into a mixed lighting and power load of the average power factor of 0, 80.

## Temperature Rise

The temperature rise shall be in accordance with SANS 780.

## Accessories

The transformers must be furnished with an earthing terminal so arranged that the core and all external metal work can be earthed by means of this terminal.

Lifting lugs must be provided sufficiently strong to support the weight of the transformer complete with oil and all accessories.

The transformers must be supplied complete with an oil level indicator marked to show the hot and cold levels, a filling cap, a dehydrating breather and a drain plug or as a sealed unit.

A rating plate must be mounted on the tank in a conspicuous position giving all the relevant data.

Every transformer must further be equipped with a drain and filling valve on the tank to permit filtration of oil while the transformer is on load. The drain valve must enable the tank to be completely drained. Both valves further to be provided with a sealing plug.

## L V Compartment

L V Compartment to be equipped as follows:

1 - 450A for the 315kVA or 700A for the 500kVA MCB installed in the transformer's LV terminal side adequately covered to prevent injury in case of flashing when switched on.

4 - Hard drawn, high conductivity copper bus bars, rated 600 amps for the 315 KVA & 800 amps for the 500 KVA mini-substations.

4 - 250A TYPE L20B CBI 20 kA or similar feeder circuit breakers, readily wired to the bus bars.

1 - Voltmeter, 96 mm x 96 mm, flush pattern to measure line voltage. "Gossen" or similar.

1 - Voltmeter switch to select the line voltage.

3 - 500/5 current transformers 10 VA class CM for 315 KVA mini-substations.

3 - 800/5 current transformers 10 VA class CM for 500 KVA mini-substations.

3 - Amp meters, combined instantaneous and maximum demand with a time lag of 15-minutes, to match the abovementioned current transformers. "Gossen", or similar.

1 - 40 amp 4 phases street lighting contactor having a 240-volt operating coil.

1 - Tumbler switch for manually operating the street lighting contactor.

3 - 30 amp single phase MCB's for protecting the outgoing street light cables.

1 - 2 Amp MCB for protecting the contactor coil.

1 - Terminal strip for the metering and street lighting circuits.

1 - Neutral bar for the metering and street lighting circuits.

1 - Light and door switch.

Day light switch supplied and mounted with steel covered to let sunlight in but protects it against vandalism.

The street light section and wiring between the transformer and bus bars shall be complete with all wiring. The wiring must be of adequate current carrying capacity and shall be carried out neatly.



All MCB's and switches fitted must have a fault current rating of at least 15 KA for the 500 KVA and 10 KA for the 315 KVA mini-substations.

## 1.2 TRF-Fittings

- Oil Gauge: Yes
- Rating Plate: Yes
- Thermometer Pocket: Yes
- Drain and Filler Valves: No

## 1.3 TRR-Finishing

- Inland: Yes
- Coastal: No
- Colour Avocado

## 1.4 HT-Switchgear

- Oil/SF6/Vacuum/Air: K3/AF
- Fused/CB: Fused
- Type of Cable Boxes: Air
- Qty of Cable Boxes: 2
- EFI+CT No

## 1.5 LV-Compartment

- LV Main MCCB: Yes
- LV Main Isolator: No
- 3 Phase + N Busbar: Yes
- Earth Busbar: Yes
- Ammeters + CT's: Yes
- Voltmeter + Sel Switch: Yes
- MD kWh-Meter (Total): No
- Cable Feeder MCCB's: Yes
- Ancillary Equipment: None

## 1.7 Minisub Finished

- Inland / Coastal: Inland
- Colour : Avocado

## 2. 50-500kVA Distribution Transformers Pole Mounted

2.1 Application: For Industrial Applications

2.2 Manufactured and Tested The design

SANS IEC 613781 standard will ensure that the unit will withstand the typically high electrical stresses

2.3 The Large Robust Radiators

Quickly dissipate any heat created by extra losses that are normally caused by "Eddy" currents Short

2.4 Circuit Tested Standard

SANS 780-IEC 60076-5 and Eskom specific 34-346 Customise with Accessories

2.5 Product Specification

Rating 25 - 500 KVA

Voltage 415 - 420 V

Impedance 3.6% - 5%

Number of Phases Three

Length: 1 545mm

Width: 1 125mm

Height: 835mm T

2.6 Additional Information

No Description Specification

- 1 Base Type Skid
- 2 Earth Boss Yes (Below "n" Bushing)
- 3 Tap switch Handle Yes
- 4 HV Bushing Yes
- 5 Rating and Diagram Plate Yes
- 6 Lifting Lugs Yes (35mm holes)
- 7 Corrugated Radiator Yes
- 8 Surge Arrestor Brackets Yes
- 9 HV/LV Phase Labels Yes
- 10 Pole Mounting Bracket Yes (8mm)
- 11 Rods (Hv/Lv) Threaded Rods, Nuts and Spring Washers
- 12 LV Bushing Brass Y Extrusion Yes
- 13 LV bushing Stem M12
- 14 Off Circuit Taps  $\pm 6\%$  &  $\pm 3\%$  (off-load)
- 15 Phase labels Yes
- 16 Internal Overload Switch (Build-In) Yes
- 17 Top Cover Bolted with Gasket

## 3. 50-1000kVA Distribution Transformers Ground Mount

3.1 Application: For Industrial Applications

3.2 Manufactured and Tested The design

SANS IEC 613781 standard will ensure that the unit will withstand the typically high electrical stresses

3.3 The Large Robust Radiators

Quickly dissipate any heat created by extra losses that are normally caused by

“Eddy” currents Short

### 3.4 Circuit Tested Standard

SANS 780-IEC 60076-5 and Eskom specific 34-346 Customise with Accessories

### 3.5 Product Specification

Rating 50 - 1000 KVA

Voltage 415 - 420 V

Impedance 3.6% - 5%

Number of Phases Three

### 3.6 Additional Information

No Description Specification

- 1 Base Type        Wheels
- 2 Earth Boss Yes (Below “n” Bushing)
- 3 Tap switch Handle Yes
- 4 HV Bushing Yes
- 5 Rating and Diagram Plate Yes
- 6 Lifting Lugs Yes (35mm holes)
- 7 Corrugated Radiator    Yes
- 8 Surge Arrestor Brackets        Yes
- 9 HV/LV Phase Labels    Yes
- 10 Pole Mounting Bracket        Yes (8mm)
- 11 Rods (Hv/Lv) Threaded Rods, Nuts and Spring Washers
- 12 LV Bushing Brass Y Extrusion        Yes
- 13 LV bushing Stem        M12
- 14 Off Circuit Taps         $\pm 6\%$  &  $\pm 3\%$  (off-load)
- 15 Phase labels Yes
- 16 Internal Overload Switch (Build-In)    Yes

- SABS Mark scheme. Products manufactured under the SABS mark scheme carries the wording "SABS" to show that the manufacturer is a licensed Mark Holder.
- The SABS Mark gives the user the assurance that the South African Bureau of Standards monitors the quality of the products which carries this mark and verifies the quality system used by Cables manufacture of these products, on an ongoing basis.

## 6. Overhead Conductors (Distribution Lines)

### 6.1 General Specification

- A steel core is used with the aluminum to give the conductor mechanical strength. This arrangement is termed Aluminum Conductor Steel Reinforced or ACSR.
- Conductors comprised entirely of aluminum are known as All Aluminum Conductors or AAC.

- All Aluminum Alloy Conductors or AAAC consist of an alloying of aluminum to give a tensile strength in excess of that of AAC, allowing longer spans.
- Hard drawn aluminum in H9 temper is used in both ACSR and AAC. High strain steel wire is used in ACSR and this is sometimes protected from corrosion by an application of grease. Such measures are particularly adopted when the conductor is intended for use in aggressive environments as encountered in coastal regions.

## 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.

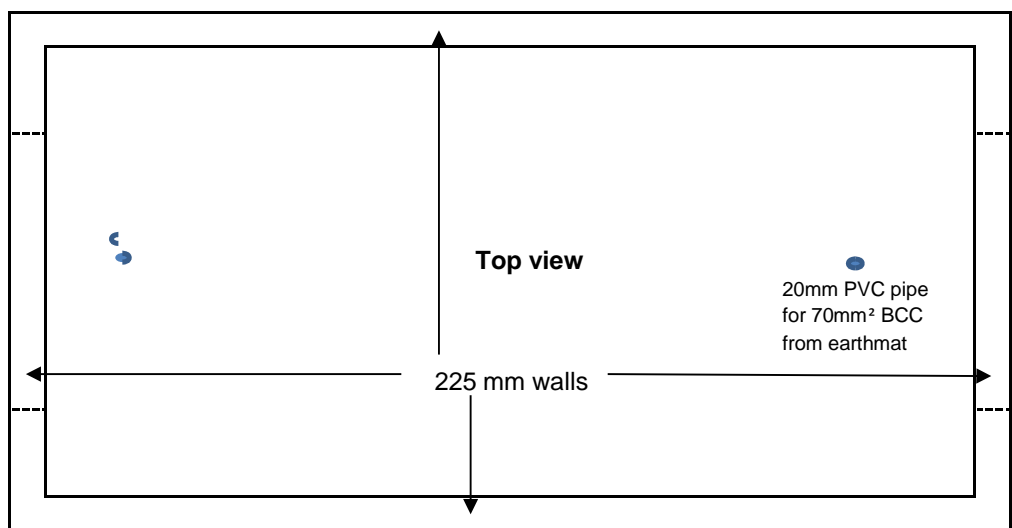
## 2. General

- 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**

Each quotation shall be accompanied by such drawings, as the tenderer considers necessary to describe adequately the various items of the equipment offered.

In the event of a firm order being placed, a complete schematic diagram and a diagram showing the foundations required, must be approved by the electrical engineer before manufacturing commences.

## **Miniature Substation/RMU Foundation**



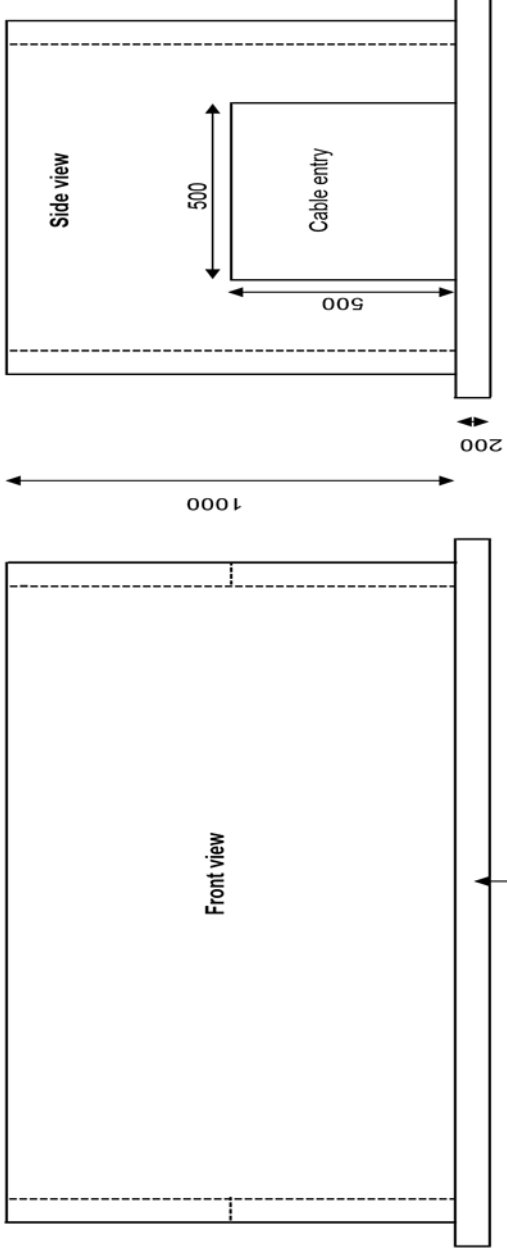
**Notes:**  
Cable entry openings on either side  
25mm finishing screed on top of the walls  
Drawings not to scale  
At least two layers of brick to be above ground level  
Earthmat to be installed

2850

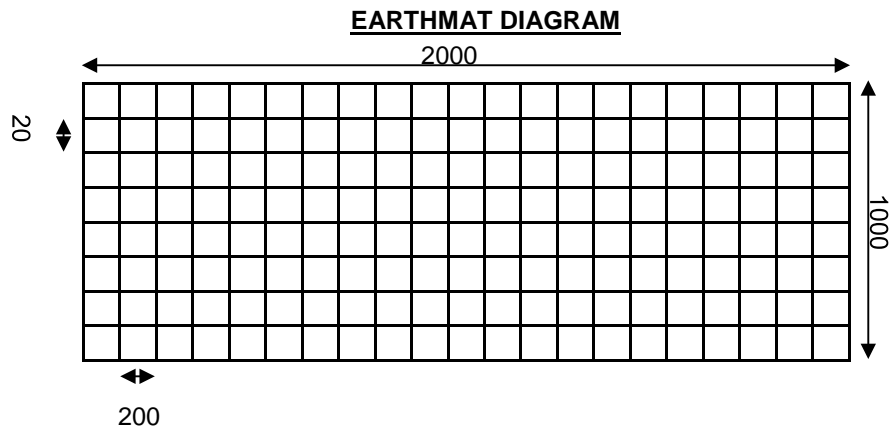
1200

underneath the plinth

according to municipality specifications  
Measurements to suit the minisub/RMU used



200mm concrete slab reinforced with 6mm reinforcing wire mesh



### **LEGEND**

**Use 70mm<sup>2</sup> BCC**

**All joints to be copper welded**

**2x70mm<sup>2</sup> leads to be copper welded onto the earthmat and brought out in the 20mm PVC holes in the plinth and connected to the earth bar of the minisub/RMU**

**1.2m earth spikes to be installed and connected on all 4 corners of earthmat**

**Ideal earth reading to be between 1 & 3 ohm**

### **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>B-BBEE Status Level of Contributor</b>	<b>Number of points (90/10 system)</b>	<b>Number of points (80/20 system)</b>
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
<b>Price Assessment</b>	<b>80</b>
<b>TOTAL</b>	<b>80</b>

<b>PREFERENTIAL / BBBEE POINTS</b>	<b>20</b>
------------------------------------	-----------

**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, 2017, 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.....  
OF ITEMS OFFERED .....

TOTAL NUMBER

**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](http://www.sars.gov.za).**

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

## MBD 4

### DECLARATION OF INTEREST

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

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:  
.....

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

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

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

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

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

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

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

3.9.1 If yes, furnish  
particulars.....

.....

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

**MBD 5**

**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.

\* Delete if not applicable

**\*YES /**

**NO**

.....

.....

.....

.....

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

**\*YES /**

**NO**

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

2.2 If yes, provide particulars.

.....

... ..

.....

.....

.....

.....

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

3.1 If yes, furnish particulars

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

**\*YES / NO**

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

**\*YES / NO**

4.1 If yes, furnish particulars

.....  
.....

### **CERTIFICATION**

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

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

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

.....

Signature

.....

Date

.....

Position

.....  
Name of Bidder

**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 BBBEE, 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	

<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>
--	------------

- 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**

$$P_s \square 80 \square 1 \square \frac{P_t - P_{min}}{P_t - P_{min}} \text{ or } P_s \square 90 \square 1 \square \frac{P_t - P_{min}}{P_t - P_{min}}$$

Where

$$P_s \square 90 \square 1 \square \frac{P_t - P_{min}}{P_t - P_{min}}$$

$P_s$  = 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		
<b>OR</b>		
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](http://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](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 (PPPFA), 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

.....

WITNESSES

1. ....

2. ....

DATE:

DATE

.....

**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.

<i>ITEM NO.</i>	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 AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p> <p>DATE .....</p>
--

**MBD 7.2**

## **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 .....

**MBD 7.2**

**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  
number  
.....dated.....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>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED )</b>	<b>COMPLETION DATE</b>	<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	<b>MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)</b>

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

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

.....

WITNESSES

1 .....

....

2 .....

**MBD 7.3**

**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

.....

WITNESSES

1

.....

.....



DATE ..... 3. ....

**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.

<b>ITEM NO.</b>	<b>DESCRIPTION</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>		

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

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

.....

.....

DATE .....

MBD 8

## **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><b>(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).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

### CERTIFICATION

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship

and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.

- 3       Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a.       take all reasonable steps to prevent such abuse;
  - b.       reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c.       cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4       This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5       In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_

(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_

(Name of Municipality / Municipal Entity)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

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

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



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

**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

**GENERAL CONDITIONS OF CONTRACT (National Treasury)**

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

**TABLE OF CLAUSES**

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information inspection
6. Patent Rights
7. Performance security
8. Inspections, tests and analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment

17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
25. Force Majeure
26. Termination for insolvency
27. Settlement of Disputes
28. Limitation of Liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restrictive practices

## 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 production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 “Project site”, where applicable, means the place indicated in bidding documents.
- 1.21 “Purchaser” means the organization purchasing the goods.
- 1.22 “Republic” means the Republic of South Africa.
- 1.23 “SCC” means the Special Conditions of Contract.
- 1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

- 1.25 “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 nonrefundable 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.

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

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 from 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.

#### **GOVERNMENT PROCUREMENT: General Conditions of Contract**

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.

## **GOVERNMENT PROCUREMENT: General Conditions of Contract**

## **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.

#### GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

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.

GOVERNMENT PROCUREMENT: General Conditions of Contract

- 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.

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

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.

**GOVERNMENT PROCUREMENT: General Conditions of Contract**

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.

