

GEORGE MUNICIPALITY



QUOTATION NUMBER: ENG 011/2017

QUOTATION FOR THE MAINTENANCE, TESTING AND COMMISSIONING OF HV/MV PROTECTION RELAYS AND BAYS, FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT.

ENQUIRIES: Kobus Wilken
YORK STREET
GEORGE
(044) 801 9227

ISSUED BY:
THE CITY COUNCIL
MUNICIPALITY OF GEORGE
P O BOX 19
GEORGE
6530

SUMMARY FOR TENDER OPENING PURPOSES

NAME OF TENDERER:

SUPPLIER DATABASE NO.: MAAA

| | |
|-----------------------------|---|
| TOTAL PRICE (INCLUDING VAT) | R |
|-----------------------------|---|

PREFERENCES CLAIMED FOR:

| | |
|-------------------------------------|--|
| B-BBEE Status Level of Contributor: | |
|-------------------------------------|--|

| | |
|----------------------------|--|
| Preference Points Claimed: | |
|----------------------------|--|

B-BBEE certificates submitted with the quotation document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF B-BBEE CERTIFICATES

TENDER CLOSING AT 12H00 ON FRIDAY, 21 APRIL 2017

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TENDERER CONTACT DETAILS

This information shall be used for any correspondence or contact with the tenderer.

Please indicate whether you want to receive any correspondence via e-mail or send to your postal address by registered mail.

| | | |
|--------------------------------|---|---|
| Name of Bidding Company: | | Mark choice of correspondence with X |
| Postal Address: | Postal Code: | |
| E-mail Address: | | |
| Telephone Number: | | |
| Cellular Number: | | |
| Facsimile Number: | | |

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT

QUOTATION NO./KWOTASIE NR. ENG011/2017

Quotations are hereby invited for the supply of :

MAINTENANCE, TESTING AND COMMISSIONING OF HV/MV PROTECTION RELAYS AND BAYS, FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT

Completed quotations in a sealed envelope, clearly marked:

Quotation No.ENG 011/2017 must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, York Street, George by no later than **12:00 on Friday, 21 April 2017**. Quotations are not allowed to be placed in the tender box after 12:00. Quotations will be opened on the same day in the Committee Room at 12:05. Late or unmarked quotations will not be considered. No posted quotations or quotations per fax or e-mail will be accepted.

Quotation documents are available at a non refundable deposit of R40-00 each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

Quotation documents are available on the George Municipality's website: www.george.org.za, free of charge.

Quotations will be evaluated and adjudicated in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2017 and the George Municipality's Supply Chain Management Policy, where 80 points will be scored for price and 20 points for B-BBEE status.

For more information, contact Mr Kobus Willken at (044) 874 391/ kobusw@george.org.za

The Municipality reserves the right to withdraw any invitation to quote and/or to readvertise or to reject any quotation or to accept a part of it. The Municipality is not bound to accept the lowest or any quotation.

It will be required from all successful tenderers to register on the Central Supplier Database (CSD).

**T BOTHA
MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

Kwotasies word hiermee ingewag vir die voorsiening van:

ONDERHOUD , TOETSING EN COMMISSIONING VAN HV /MV BESKERMING RELÉ's EN VOERDERS, VIR N TYDPERK VAN EEN JAAR, VANAF DATUM VAN AANSTELLING

Voltooide kwotasies in 'n verseëelde koevert, duidelik gemerk:

Kwotasie Nr.ENG 011/2017, moet voor **Vrydag, 21 April 2017 om 12:00** in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste,Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Geen kwotasies sal toegelaat word om na 12:00 in die tender bus geplaas te word nie. Kwotasies sal om 12:05 dieselfde dag in die Komiteekamer ooggemaak word. Laat of ongemerkte kwotasies sal nie oorweeg word nie. Geen kwotasies per pos, faks of e-pos sal aanvaar word nie.

Kwotasie dokumente is verkrygbaar teen 'n R40-00 nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.

Kwotasie dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: www.george.org.za.

Kwotasies sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrigingsbeleid (Wet 5 van 2000) Regulasies 2017, asook George Munisipaliteit se Voorsieningskanaalbestuursbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status toegeken sal word.

Vir verdere inligting, kontak Mnr Kobus Willken by (044) 874 3917/ kobusw@george.org.za

Die Munisipaliteit behou hom die reg voor om enige versoek vir 'n Kwotasie terug te trek en/of te her-adverteer of enige Kwotasie te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige kwotasie te aanvaar nie.

Dit sal van alle suksesvolle tenderaars verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.

**T BOTHA
MUNISIPALE BESTUURDER
GEORGE MUNISIPALITEIT
GEORGE
6530**

REQUEST FOR FORMAL QUOTATION

Kindly furnish me with a quotation for the supply of the goods/services as detailed in the enclosed schedule.

The quotation must be submitted on this document and must be deposited in the tender box on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than **12:00 on Friday, 21 April 2017**.

The following conditions will apply:

- Price(s) quoted must be valid for at least 120 days from date of your offer.
- Price(s) quoted must be firm.
- A firm delivery period must be indicated.
- All transactions exceeding R30 000,00 must be accompanied by a valid tax clearance certificate issued by the South African Revenue Services (SARS).
- All quotations above R30 000,00 (VAT included) and up to R200 000,00 (VAT included) will be evaluated in terms of the 80/20 preferential point system as prescribed in the Preferential Procurement Policy Framework Act (no 5 of 2000) Regulations 2017 and for this purpose the enclosed forms MBD 2, MBD 4, MBD 6.1, MBD 8 and MBD 9 must be completed and submitted together with your quotation.
- The successful provider will be the one scoring the highest points.
- Status of Municipal accounts must be submitted.
- Certified copies of the identities of the directors and owners of the companies must be attached to this quotation document.
- Quotation documents must be completed in **black ink**. In the event of a mistake having been made on the quotation documents, it shall be crossed out in ink and be accompanied by a **full signature** at each alteration. **No correction fluid** may be used in this quotation document.
- **Do not dismember this quotation document (do not take it apart or put documents between pages). All relevant documents submitted must be attached at the end of this document.**

B-BBEE certificates submitted with the quotation documents MUST be a VALID ORIGINAL B-BBEE CERTIFICATE or VALID CERTIFIED COPY OF THE B-BBEE CERTIFICATE.

In the case of a Trust, Consortium or Joint Venture, they will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.

NB: NO QUOTATIONS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, PROVINCIAL GOVERNMENT OR MUNICIPALITY.

DETAILS OF TENDERER

| | |
|---|---|
| Name of firm / entity / enterprise | |
| Trading as (if different from above) | |
| Postal address | Postal Code _____ |
| Physical address | |
| Contact Details of the Person Signing the Quotation: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of the Senior Manager Responsible for Overseeing Contract Performance: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |
| Contact Details of Person Responsible for Accounts / Invoices: | Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____ |

DETAILS OF TENDERING ENTITY'S BANK

I/We hereby authorize the Employer/Client to approach all or any of the following bank/s for the purposes of obtaining a financial reference:

| DESCRIPTION OF BANK DETAIL | BANK DETAILS APPLICABLE TO TENDERER'S HEAD OFFICE |
|----------------------------|---|
| Name of bank | |
| Branch name | |
| Branch code | |
| Name of Account Holder | |
| Account number | |
| Type of Account | |

Signature of Tenderer: _____

Date: _____

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS / MEMBERS / PARTNERS

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

NAME OF TENDERER

Held at _____ on _____

(Place) (Date)

RESOLVED THAT:

- The enterprise submits a quotation to the George Municipality in respect of the following:

QUOTATION NUMBER: ENG 011/2017
MAINTENANCE, TESTING AND COMMISSIONING OF HV/MV PROTECTION RELAYS AND BAYS, FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT

- Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
 (SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation to the enterprise mentioned above.

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

| | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |

THE RESOLUTION TAKEN BY THE BOARD OF DIRECTORS OF A CONSORTIUM OR JOINT VENTURE

RESOLUTION of a meeting of the Board of Directors / Members / Partners of

_____ NAME OF TENDERER _____

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Quotation to the George Municipality in respect of the following:

**QUOTATION NUMBER: ENG 011/2017
MAINTENANCE, TESTING AND COMMISSIONING OF HV/MV PROTECTION RELAYS
AND BAYS, FOR A PERIOD OF ONE YEAR FROM DATE OF APPOINTMENT**

(list all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium / Joint Venture):

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

and who will sign as follows: _____
(SPECIMAN SIGNATURE)

be, and is hereby, authorized to sign the Quotation and any and all other documents and/or correspondence in connection with and relating to the Quotation, as well as to sign any contract, and or all documentation resulting from the award of the Quotation to the **Consortium / Joint Venture** enterprise mentioned above.

3. The enterprise in the form of a consortium or joint venture accept jointly and several liability with parties under item 1 above for the fulfillment of the obligations of the joint venture deriving from, and in any way connected with the contract to be entered into with the George Municipality in respect of the project described above under item 1.
4. The **Consortium / Joint Venture** enterprise chooses as its domicilium citandi et executandi for all purposes arising from this joint venture agreement and contract with the George Municipality in respect of the project under item 1:

(Physical Address) _____

Note: The resolution **must be signed by all the directors or members / partners** of the bidding enterprise. Should the space provided below not be sufficient for all the directors to sign, please provide a separate sheet in the same format below.

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |

JOINT VENTURE

Only to be completed if applicable

| | |
|---|---|
| Name of Joint Venture: | |
| Names of Each Enterprise: | |
| (1) Name and Address of Enterprise: | |
| (2) Name and Address of Enterprise: | |
| (3) Name and Address of Enterprise: | |
| Has an original valid Tax Clearance Certificate been submitted for each enterprise? | YES <input type="checkbox"/> NO <input type="checkbox"/> |
| CIDB Registration Number(s), if any: | |

Submit your Joint Venture Agreement together with this annexure. If no Joint Venture Agreement is submitted, your tender will be disqualified.

SIGNED ON BEHALF OF JOINT VENTURE _____

GEORGE MUNICIPALITY TECHNICAL SPECIFICATIONS

**ELECTRICAL POWER SYSTEM PROTECTION WORK:
TEST AND COMMISSIONING**

| REF. | GENERAL |
|-------|--|
| G. 1 | IF QUALITY AND PROGRESS OF WORK IS TO THE SATISFACTION OF ENGINEER WORK OF UP TO R200 000 (INCL) CAN BE ADJUDICATED. |
| G. 2 | If the preferred tenderer can not proceed with the work within the time frames set by the Municipal Engineer, the next approved tenderer(s) will be appointed. It will be accepted that that tenderer is unavailable or does not have the capacity to do the w |
| G. 3 | Dayworks Claim and/or Variation Order must be negotiated with the Engineer before works started - either as a "quotation" rate item or as a "Dayworks Labour" rate item as in your quotation. The Engineer must issue a written Variation Order for each item |
| G. 4 | The tenderer need to be familiar with SEL family off relay's. |
| G. 5 | Note that no provision is made for weekend and/or overtime rates. This must be cater for in normal rates. The nature of project (7 days use for adjudication) make the possibility highly likely. |
| G. 6 | Generic schematic examples of panels will be supplied. (or specific schematic of the panels). Test equipment can be supplied |
| G. 7 | Any switching of existing power supplies shall be arranged beforehand with the Responsible Person of the George Municipality. |
| G. 8 | The Contractor shall not perform work on any portion of a network until such portion has been isolated and earthed. |
| G. 9 | The Contractor shall request a written "Work Permit" from the Responsible Person, which shall be completed in duplicate. The original "Work Permit" shall be retained by the Contractor until completion of his work. Upon completion of the work, the Contra |
| G. 10 | All protection work to comply to the document: "Specific requirements for the on site testing of protective equipment" |

REF

SCOPE OF WORK.

- S. 1 ***This scope of work is a guideline, offered price to include all cost for commissioning to best practices and satisfaction of the Municipality Engineer.***
- S. 2 Test to be carried out: functional protection functions (including all tripping elements), CT ratio, polarity, magnetization, insulation and ratio test. Directional comparison (POTT) test/prove optional priced separate.
- S. 3 *Test commissioning on transformer to include among others all active relay element (eg. differential, restricted E/F), back over current and earth fault, on load tap changer, voltage regulator and direct trips and alarms.*
- S. 4 *Transformer commissioning minimum to ESKOM reference TRMPVAEF. All test to be done with munic Omicron CPC 100 / CMC 256 and to include tapchanger test card*
- S. 5 **Secondary maintenance injection tests:** Scope of work
Electro Mechanical relays secondary injection:
Phase faults - 3x3 injections; Earth faults 3 injections
Electronic relays secondary injection:
Phase faults 2x3 IDMT and 1 instantaneous injection
Earth f
- S. 6 **Commissioning of new / refurbish equipment (Bay) :** Primary and secondary injection test. To include complete CT, breaker(s) and bus bar link. Vt test quoted separately. To Eskom and manufactures requirements. (Price schedule B)
- S. 7 The compilation of a commissioning report on completion - NO TEST REPORT - NO PAYMENT
- S. 8 Schematic diagrams to be marked-up on existing drawings as per Eskom specifications. NO MARKED UP DRAWING - NO PAYMENT
- S. 9 A sample of your standard test report to be attach with quote.
- S. 10 Contractor will be responsible for unit protection settings even if relay was pre-configured.

SPECIFIC REQUIREMENTS FOR THE ON SITE TESTING OF PROTECTIVE EQUIPMENT

1.1 Site testing and commissioning of protection and related equipment:

Site testing and commissioning may only commence after the following work has been completed:

- (i) All equipment has been erected and the relevant busbar connected to and between the switchboards/relay control panels.
- (ii) All high voltage and low voltage cables have been connected to the switchgear and related equipment.
- (iii) All the bus wiring between switchboards/relay control panels have been connected.
- (iv) All the relevant equipment has been labeled correctly.
- (v) The DC auxiliary supply has been connected to the equipment.
- (vi) All the necessary safety equipment (i.e. danger notices, fire fighting equipment and first aid equipment) has been fitted to the substation.
- (vii) The relevant high voltage pressure tests have been performed.

(a) Preliminary site checks:

Prior to commencing any functional testing, the following preliminary checks shall be carried out:

- (i) All new wiring done on site (i.e. bus-wiring, DC auxiliary supply wiring, connections to CT's on VT's and outdoor switchgear, marshaling kiosks etc.) shall be checked against the drawing using an electronic "buzzer" to prove continuity.
- (ii) All new lead numbers and all new lugs shall be checked for secure crimping and proper electrical contact.
- (iii) All terminal strips shall be checked for tightness and proper electrical contact.
- (iv) The DC auxiliary supply voltage shall be checked to ensure that the voltage is within the range of the protection relays and related equipment.
- (v) All new wiring as well as CT and VT circuits shall be meggered at 500 V DC with respect to earth, and the correct earthing of CT and VT circuits shall also be checked.
- (vi) The loop resistance of pilot wire cables (where applicable) shall be measured and noted in the site commissioning report.
- (vii) All pilot cable cores shall be meggered at 500V DC with respect to earth and tests shall be done to ensure correct polarity of all pilot cores.
- (viii) All indication instruments shall be checked for damage and their pointers adjusted to zero.

(b) Functional tests:

Functional tests shall be carried out to ensure that all combinations of operation of the protection and control switching/selection results in the correct operation of circuit breakers, either by tripping or closing.

The following checks shall be carried out:

- (i) All relays shall be operated in turn to trip or initiate auto-reclose of the breaker.
- (ii) All types of indication and alarms shall be checked for correct operation.
- (iii) The correct latching and resetting of master trip relays and other seal-in circuits shall be checked.
- (iv) Panel switches shall be checked for correct function and selection in all positions.
- (v) Motor and transformer thermometers shall be checked for calibration and set point operation and the results noted in the site commissioning report.
- (vi) Buchholtz relays on transformers shall be checked for surge and gas operation and the results noted in the site commissioning report.

(c) Secondary current injection tests

- (i) All measuring type protection relays, particularly those using multiple inputs, shall be tested for operation at various points (not less than 5) on their operating characteristics by means of secondary injection tests.
- (ii) The total circuit from the tests block, up to and including the relay shall be tested by means of secondary injection and the results shall be noted in the site commissioning report.
- (iii) Only the characteristics of the required final relay settings should be checked and noted during commissioning tests.

(d) Primary current injection tests

Primary current injection tests shall be done to prove the following:

- (i) To ensure that CT secondary currents reach the protections relays correctly.
- (ii) That metering CT's saturate at the correct current levels.
- (iii) That CT ratios and polarity are correct and that CT's were not damaged during transit and installation.
- (iv) Stability of differential protection for through-faults and correct operation for internal faults.

The results of the above shall be noted in the site commissioning test report.

(e) Circuit breaker trip tests

- (i) New circuit breakers shall be tested for correct mechanical and electrical operation.
- (ii) Comprehensive tests shall be done to prove all interlocking mechanisms, safety locks, auxiliary contracts, switches and latching devices, the anti-pump timer circuits, trip circuit supervision, racking devices, SF6 gas alarm circuits, trip-testing circuits, etc.
- (iii) The resistance of the trip coils (main and back-up) shall be measured and noted in the site commissioning report.
- (iv) The circuit breaker no load tripping time for each phase shall be measured at least 3 times and the results noted in the site commissioning report.
- (v) The circuit breaker no load closing time for each phase shall also be measured at least 3 times and the results noted in the site commissioning report.

(f) Phasing of primary supplies

Only when the protection and control equipment has been tested as above, can the equipment be energized at high voltage. However, to cover the possibility of incorrect primary connections, especially in relation to the existing HV network, phasing tests shall be carried out on all new equipment with respect to the existing system to which it is being connected.

(g) On-load checks

Only after phasing tests have been completed can loads be supplied via the new equipment. Load currents shall be used to carry out final checks on the polarity of voltage and current compared to power flow for multiple input relays.

The following tests (were applicable) shall be conducted and the results noted in the site commissioning test report:

- (i) Pilot wire differential protection stability tests.
- (ii) Phase angle test of current and voltage to prove correct relay operation.
- (iii) Comparison of current magnitudes as a further check on CT ratios.
- (iv) VT ratio checks when the system voltage is close to 100%.

Only when all load tests have been completed may the new equipment be placed in full time operation.

(h) Correction of drawings

All alterations made on site to the equipment shall be marked up on the drawings. The marked-up drawings shall be returned to the original draughting office for corrections of their masters and be re-issued as "as commissioned drawings."

(i) Witnessing of commissioning tests

The Contractor shall inform the George Municipality 14 days in advance of these tests so that a Representative of the Electrical Engineering Services Department of George Municipality may be present to witness the site commissioning tests.

It should be noted that inspections and witnessing of the above tests will not relieve the Contractor of his responsibility for meeting all the requirements of the specification, and will not prevent subsequent rejection if such materials or equipment is later found to be incorrect or defective.

1.2 Site commissioning test report

- (a) A comprehensive site commissioning test report containing all the relevant test results shall be submitted to the after final commissioning has taken place.
- (b) The site commissioning test report shall also contain the testing and maintenance instruction manuals and minimum recommended spare requirements for each type of protection relay, circuit breaker and related equipment that has been commissioned.
- (c) The above site commissioning test report shall be submitted irrespective to whether a Representative of the Electrical Engineering Services Department of George Municipality was present during the test or not.

1.3 Calibration of test equipment

- (a) All testing equipment, instruments and injection test sets used during factory tests and site commissioning tests, shall carry a calibration stamp or sticker issued by a recognized calibration center. (i.e. Eskom, CSIR, Bureau of Standards, etc).
- (b) The date on the calibration stamp or sticker shall not be older than one year.
- (c) Tests performed with test equipment that do not comply with the above, shall be rejected and equipment tested with this testing equipment shall not be accepted by the The Chief: System Operations.

1.4 Small Wiring

Small wiring shall be insulated with at least 600V grade insulation according to SABS 150.

All wiring that may come into contact with oil shall have oil-resistant insulation.

On normal control and indication wiring the size of conductor to be used shall be either 2,5 mm² 32 strand or 1,5 mm² multi strand (at least 32 strands) copper conductor wiring to the full approval of the The Chief: System Operations

All the current transformer circuits shall however be wired with 2,5 mm² multi strand (at least 32 strands) copper conductors to the full approval of The Chief: System Operations.

All wiring shall be terminated to terminal blocks by means of pre-insulated flat type crimping lugs.

All wiring shall be done continuous between terminals. Under no circumstances shall wiring be jointed or "teed" into between terminals.

The ends of all wiring shall be terminated in approved pre-insulated crimping type terminals and ferrules which shall be applied or crimped with approved crimping tools of the correct applicable size and which unlatch only after completion of the total crimping action.

The correct and applicable terminal sizes shall be used, and under no circumstances shall conductor strands be cut to fit terminals.

Under no circumstances shall more than two wires be terminated to any equipment or instrument terminal. A separate sub-busbar shall be used for common multi circuit termination.

Where earth and neutral conductors have been 'looped-in' to inter-mediate equipment or instruments between the main terminations, the two branches forming the 'loop-in' shall be crimped together into one common terminal to ensure continuity of the circuit if the intermediate equipment is removed for any reason.

No strands shall be visible after a terminal has been crimped to a wire.

All bundles of wire to instrumentation, mounted on doors, shall be protected against any damage that may occur when opening the door by means of a flexible protection sleeve over the conductors. The bundles of wires shall be fixed, with clamps of the "screw on" type to both the door and the frame work. Under no circumstances will "glue on" type clamps be allowed. All such conductor bundles shall be so arranged to go through a twisting motion when the door is opened.

All wiring shall be arranged in horizontal rows and vertical columns without twisting and crossing of conductors in order to present a neat and uniform appearance. All such groups of conductors shall be bundles and bound together with an approved wire tie or channel system. Under no circumstances may PVC adhesive tape be used for the bunching or grouping of conductors or for colour identification of the conductors.

The main clamps or channels shall be screwed or riveted to the base frame. Systems glued to the base frame or doors shall not be accepted.

Where a wiring channel system is used, care shall be taken to ensure that such channels are not more than 60% filled with wiring in order to allow for possible future extension.

At all positions where wiring passes through holes in the sheet metal (i.e. from one cubicle to another), such holes shall be provided with approved grommets to protect the wiring against damage.

All control, interlocking, metering and any other circuits shall be terminated onto numbered "Klippon" or other type of terminal strip approved by the Chief: System Operations. Such terminal strips shall be of the appropriate size for the relevant conductors and the conductor sizes and all wire numbers shall be recorded on "as installed" drawing and wiring diagrams. These terminals shall be grouped separately from any terminals of power circuits.

All conductors terminated on terminal blocks shall only be terminated with crimped blade type pre-insulated terminals. Round pin type terminals are not acceptable. Other methods of termination shall be approved by the Chief: System Operations in writing. Bare conductors shall not be terminated directed into any terminal strips or blocks.

1.5 Ferrule Marking

The preferred ferrule marking is the Grafoplast type with such ferrule marking as shown on schematic diagrams that may be issued with the enquiry, and applicable wiring diagrams supplied and approved by the Chief: System Operations.

Alternative wire identification systems may be submitted to the Chief: System Operations for approval.

Ferrule markers shall be of a durable insulating material having a reasonably glossy finish to prevent adhesion of dirt. Ferrule markers shall be marked clearly and permanently and shall not be affected by moisture or oil. Unless otherwise approved ferrules shall be white with black marking.

Wire marking and identification by means of "tape-on" type number strips will not be accepted.

1.6 Earthing

Each cubicle shall be proved with a copper earth bar with minimum dimensions of 25 by 5 mm. Such earthbar shall be mounted in an accessible position in the bottom of each cubicle, and shall be arranged to be continuous over the full length of a control board made up of various cubicles.

The earthbar shall be pre-drilled over its full length at 15 mm centers with holes with a minimum diameter of 5 mm. The above earthbar shall be earthed to the main substation earth by means of an earth connection with a cross-section equal to the earthbar.

All exposed instruments shall be effectively earthed to the earthbar by means of copper conductors with a minimum cross-sectional area of 2,5 mm², which shall be insulated by means of green PVC insulation. Care shall be taken that the gland plate and screens of all incoming cables be connected to the above earthbar to the approval of the Chief: System Operations.

1.7 Polarity of current Transformers

The direction of power flow, when defined, shall enter a current transformer at terminal "P 1".

When the direction of power flow is not defined, terminal "P 1" shall be nearest the primary busbar side.

In the case of neutral current transformers terminal "P 2" shall be nearest the transformer neutral, i.e. Terminal "P 1" shall be nearest the neutral earth connection.

Where current transformers are starred directly on one side, this shall be the "S 2" side, i.e. corresponding to the "P 2" terminal of the current transformer.

N.B This gives the following standard arrangement: Where the direction of power flow is not defined, or important, or is away from the busbar, the star point shall be on the cable side.

1.8 Fixed starting point for numbering connections

Connections made directly to the secondary terminals of current transformers and to star points in current transformer circuits, shall take the lowest number in the group allocated for the purpose.

On current transformers the lowest even number shall be used for "S 2" terminal connections and the lowest odd number for "1" terminal connections.

Numbering shall always be in ascending order from a point such as those defined above.

Where a starting point is defined as an odd or even number, the ascending numbers shall respectively be odd or even, only.

In current transformer circuits preference shall be given to commencing the ascending numbering from the "S" terminal side, and where phase and neutral current transformers are together in a circuit, phase current transformers shall take precedence.

Numbers shall be skipped where necessary for the possible future addition of items of equipment in series.

The following suffixes shall apply:

- A, B & C : Protection CT's
- D : Metering CT's
- E : VT circuits
- H : AC supply circuits
- J : Incoming d.c. supplies
- K : Protection and control d.c. circuits
- L ; Indication circuits
- M : Spring rewind circuit
- N : isolator circuits
- P : Bus zone d.c. circuits
- T : Teleprotection circuits
- W : Supervisory control circuits
- X : Supervisory indication and alarm circuits

Odd numbers in d.c. circuits will denote positive and even numbers negative polarity.

1.9 Bolts and nuts

Unless otherwise approved all bolts and nuts shall be metric sizes complying with an approved international standard. The sizes used for each application shall be to approval. Terminal bolts or studs used for carrying current or more than 100 Amps shall not be less than 16 mm in diameter.

All terminal bolts and studs used for electrical connections with diameters less than 4 mm shall be made from either stainless or phosphor bronze. Brass shall not be used.

Nuts and screws shall be adequately locked to prevent unintentional loosening. Wherever possible, bolts shall be fitted in such a manner that in the event of the nut working loose and falling off, the bolt will remain in position. Self-tapping bolts and screws are not acceptable. All bolts, nuts and washers exposed to atmospheric conditions shall be suitably treated to prevent corrosion by means of either hot-dip galvanizing or cadmium plating to the approval of the Chief: System Operations.

Bolts and nuts shall project a maximum of 4 threads and a minimum of 1 thread through their respective nuts.

QUANTITIES AND PRICE SCHEDULE

(to include 14% VAT)

| ITEM | DESCRIPTION | | EACH | QTY | TOTAL |
|--------------|---|-------------|------|-----|-------|
| A | MAINTENANCE TEST OF RELAYS, BREAKERS AND PANELS | | | | |
| A.1 | 11kV feeder with OC/EF functional and secondary injection | Per scheme | | 4 | |
| A.2 | 66kV feeder with advanced relay excluding direction elements | Per scheme | | 2 | |
| A.3 | Test and prove directional comparative scheme (both sides of feeder) | Per feeder | | 4 | |
| A.4 | 66/11kV complete Transformer scheme including OLTC control. | Per scheme | | 2 | |
| A.5 | Test and prove auto-recloser functions | Per scheme | | 2 | |
| A.6 | HV/MV Breaker insulation resistance test | 3 per panel | | 4 | |
| A.7 | CT/VT insulation tests | 3 per set | | 4 | |
| A.8 | CT Ratio, mag curve and polarity | 3 per set | | 4 | |
| A.9 | VT Tests | 3 Phases | | 1 | |
| A.10 | Breaker timing and speed test | Per Breaker | | 4 | |
| B | OTHER RATES | | | | |
| B.1 | Rate for unforeseen work not covered above | Per hour | | 5 | |
| B.2 | Site establishment including travel | Once off | | 1 | |
| B.3 | Accommodation | Per night | | 5 | |
| TOTAL | | | | | |

Please note:

The total price is for adjudication purposes only and payment will be on actual quantities. Work orders will depend on equipment availability and operational requirements.

PRICING SCHEDULE

QUOTATION PRICE (EXCLUDING VAT) R _____

14% VAT R _____

TOTAL PRICE (INCLUDING VAT) R _____

Does the offer comply with the specifications? YES / NO

If not to specifications, indicate deviation(s):

.....
.....

Period required for delivery?

All delivery costs must be included in the quotation price, for delivery at the prescribed destination.

Is/Are the price/s offered subject to any discount for 30 day's settlement?

YES / NO

Signature of Tenderer:

PAST EXPERIENCE

This schedule is compulsory to complete!

Tenderers must furnish hereunder details of similar works / services, which they have satisfactorily completed in the past. The information shall include a description of the Works / Services, the Contract value and name of Employer.

| Employer | Nature of Work | Value of Work | Duration and Completion Date | Employer Contact Number |
|-----------------|-----------------------|----------------------|-------------------------------------|--------------------------------|
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Date

Signature of Tenderer

THE QUOTATION OFFER

I/We Mr/Mrs/Messrs _____ duly assigned to represent the service provider for the purpose of this quotation, hereby quote to supply all or any of the goods and/or render all or any of the services described in the attached documents to the George Municipality on terms and conditions stipulated in this quotation and in accordance with the specifications stipulated in the quotation documents (which shall be taken as part of, and incorporated into this quotation) **at the price reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 120 days commencing from the closing date and time of this quotation.

I/we further agree that:

This quotation and its acceptance shall be subject to the terms and conditions contained in the George Municipality's Supply Chain Management Policy;

If I/we withdraw my/our quotation within the period for which I/we have agreed that the quotation shall remain open for acceptance, or fail to fulfill the contract when called upon to do so, the George Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our quotation or cancel the contract that may have been entered into between me/us and the George Municipality and I/we will then pay to the George Municipality any additional expense incurred by the George Municipality having either to accept any less favorable quotation or, if fresh quotation have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh quotations and by the subsequent acceptance of any less favorable quotation; the George Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other quotation or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfillment of this or any other quotation or contract and pending the ascertainment of the amount of such additional expenditure or retain such moneys, guarantee or deposit as security for any loss the George Municipality may sustain by reason of my/our default;

If my/our quotation is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;

The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our quotation and that I/we choose domicilium citandi et executandi in the Republic of South Africa, where any and all legal notices may be served at (full street address on this place):

Physical Address: _____

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our quotation; that the price(s) and rate(s) quoted cover all the work/item(s)

specified in the quotation documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our own risk.

I/we hereby accept full responsibility for the proper execution and fulfillment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfillment of this contract.

I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgement which may be pronounced against me/us as a result of such action.

I/we declare that I/we have participation / no participation in the submission of any other offer for the supplies/services described in the attached documents. If in the affirmative, state name(s) of quotations involved.

Name: _____

Signature: _____

Date: _____

This form must be completed and signed to be considered provisionally responsive.

ACCEPTANCE

By signing this part of the form of offer and acceptance, the employer identified below accepts the supplier's offer. In consideration thereof, the employer shall pay the supplier the amount due in accordance with the conditions identified in the quotation data. Acceptance of the supplier's offer shall form an agreement between the employer and the supplier upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the supplier receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the supplier within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Name: **MR KEVIN GRUNEWALD**

Signature: _____

Capacity **DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: _____

Name: **MR T BOTHA**

Signature: _____

Capacity: **MUNICIPAL MANAGER**

Date: _____

For the Employer: **GEORGE MUNICIPALITY
CIVIC CENTRE
YORK STREET
GEORGE**

TAX CLEARANCE CERTIFICATE

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 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 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.
- 3 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.
- 4 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.
- 5 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.
- 6 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 7 Copies of the TCC 001 "Application for a Tax Clearance" form are available from any SARS branch office nationally or on the website: www.sars.gov.za.
- 8 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.

DECLARATION OF INTEREST

| | | |
|-------|---|-----------------|
| 1. | No bid will be accepted from persons in the service of the state*. | |
| 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 the service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudging 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 / her representative: | |
| 3.2 | Identity number: | |
| 3.3 | Position occupied in the Company (director, trustee, shareholder ²): | |
| 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 (where applicable) 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 the following particulars: | |
| | Name of person / director / trustee / shareholder member: | |
| | Name of state institution at which you or the person connected to the bidder is employed: | |
| | Position occupied in the state institution: | |
| | Any other particulars: | |
| | | |

| | | |
|---------------------------|--|------------------------|
| <p>3.9</p> <p>3.9.1</p> | <p>Have you been in the service of the state for the past twelve months?</p> <p>If so, furnish particulars.</p> <p>.....</p> <p>.....</p> | <p>YES / NO</p> |
| <p>3.10</p> <p>3.10.1</p> | <p>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?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>.....</p> <p>Any other particulars:</p> <p>.....</p> | <p>YES / NO</p> |
| <p>3.11</p> <p>3.11.1</p> | <p>Are you aware of any relationship (family, friend, other) between the bidder and any person in the service of the state who may be involved with the evaluation and or adjudication of this bid?</p> <p>If yes, furnish the following particulars:</p> <p>Name of person:</p> <p>Name of state institution at which you or the person connected to the bidder is employed:</p> <p>.....</p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | <p>YES / NO</p> |
| <p>3.12</p> | <p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state?</p> | <p>YES / NO</p> |

| | | |
|---|---|-----------------|
| 3.12.1 | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | |
| 3.13 | <p>Is any spouse, child or parent of the company's directors, trustees, managers, principle shareholders or stakeholders in the service of the state?</p> | YES / NO |
| 3.13.1 | <p>If yes, furnish the following particulars:</p> <p>Name of person / director / trustee / shareholder / member: </p> <p>Name of state institution at which you or the person connected to the bidder is employed: </p> <p>Position occupied in the state institution:</p> <p>Any other particulars:</p> <p>.....</p> | |
| 3.14 | <p>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?</p> | YES / NO |
| 3.14.1 | <p>If yes, furnish particulars: </p> | |
| 4. Full details of directors / trustees / members / shareholders: | | |

THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:

| Full Name | Identity Number | Individual Tax Number for each Director | State Employee Number (where applicable) |
|-----------|-----------------|---|--|
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |

5. The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

- (a) a member of –
 - (i) any municipal council;
 - (ii) any provincial legislature; or
 - (iii) the National Assembly or the National Council of Provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official or 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 entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

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 | 80 |
| B-BBEE STATUS LEVEL OF CONTRIBUTOR | 20 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

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

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

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

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 MUNICIPAL INFORMATION

Municipality where business is situated:

Registered Account Number:

Stand Number:.....

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

| |
|-----------|
| WITNESSES |
| 1. |
| 2. |

| |
|-------------------------------------|
| SIGNATURE(S) OF BIDDERS(S) |
| DATE: |
| ADDRESS |
| |
| |

SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

| | |
|--------------------------------|--|
| Full name & Surname | |
| Identity number | |

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a member / director / owner of the following enterprise and am duly authorised to act on its behalf:

| | |
|----------------------------|--|
| Enterprise Name | |
| Trading Name | |
| Registration Number | |
| Enterprise Address | |

3. I hereby declare under oath that:
 - The enterprise is _____ % black owned;
 - The enterprise is _____ % black woman owned;
 - Based on the management accounts and other information available on the _____ financial year, the income did not exceed R10,000,000.00 (ten million rands);
 - Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

| | | |
|---------------------------|---|--|
| 100% black owned | Level One (135% B-BBEE procurement recognition) | |
| More than 51% black owned | Level Two (125% B-BBEE procurement recognition) | |
| Less than 51% black owned | Level Four (100% B-BBEE procurement recognition) | |

4. The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
5. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
6. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

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 as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.1.1 | 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>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p> | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

| | | | |
|-------------|--|---------------------------------|--------------------------------|
| 4.2.1 | If so, furnish particulars: | | |
| 4.3 | Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.3.1 | If so, furnish particulars: | | |
| Item | Question | Yes | No |
| 4.4 | Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.4.1 | If so, furnish particulars: | | |
| 4.5 | Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract? | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4.5.1 | If so, furnish particulars: | | |

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD9) must be completed and submitted with the bid:
 - 1 Includes price quotations, advertised competitive bids, limited bids and proposals.
 - 2 Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

Quotation for the _____
(Bid Number and Description)

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

I certify, on behalf of: _____ that:
(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

Information required in terms of the Supply Chain Management Regulations, Regulation 28 (1) (c).

| |
|--|
| Tender Number: ENG 011/2017 Name of the Bidder: _____ |
|--|

DETAILS OF THE BIDDER/S: Owner / Proprietor / Director(s) / Partner(s), etc:

| Physical Business address of the Bidder | Municipal Account Number(s) |
|---|-----------------------------|
| | |
| | |
| | |

If there is not enough space for all the names, please attach the additional details to the Tender document.

| Name of Director / Member / Partner | Identity Number | Physical residential address of Director / Member / Partner | Municipal Account number(s) |
|-------------------------------------|-----------------|--|-----------------------------|
| | | | |
| | | | |
| | | | |

I, _____, the undersigned,
 (full name in block letters)

certify that the information furnished on this declaration form is correct and that I/we have no undisputed commitments for municipal services towards a municipality or other service provider in respect of which payment is overdue for more than 30 days.

 Signature

THUS DONE AND SIGNED for and on behalf of the Bidder / Contractor

at _____ on the _____ day of _____ 2017

PLEASE NOTE:

MUNICIPAL ACCOUNTS FOR ALL PROPERTIES OWNED BY BIDDER/S MUST BE ATTACHED TO THE TENDER DOCUMENT!

Even if the requested information is not applicable to the Bidder, the table above should be endorsed **NOT APPLICABLE** with a reason and **THIS DECLARATION MUST STILL BE COMPLETED AND SIGNED**. In the event of leasing, a lease agreement **MUST** be attached to the tender document.

GEORGE MUNICIPALITY PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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General Conditions of Contract

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

imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the 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.

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 supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General:

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 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 provider 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 provider's performance under the contract if so required by the purchaser.
 - 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights:
 - 6.1 The provider 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 or municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality or 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 acceptable to the purchaser; or
 - (b) a cashier's or certified cheque.
 - 7.4 The performance security will be discharged by the purchaser and returned to the provider 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, test and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or an 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 analysed 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 immediately at his own cost and forthwith substitute 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 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing:

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, 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.
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 provider 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 that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this

contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 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.
- 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 provider 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 exceed 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the Supplier's Performance:

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the 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 supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties:

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default:

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

- (b) if the supplier fails to perform any other obligation(s) under the contract; or
 - (c) if the supplier, in the judgement 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.
- 23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.
24. Anti-Dumping and Counter-Vailing duties and rights:
- 24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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 supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure:

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency:

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

27. Settlement of disputes:

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 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 to 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language:

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law:

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

31. Notices:

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties:

- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid 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.

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 a contract or order or the conditions, stipulations 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.

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 are 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 terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.