

# GEORGE MUNICIPALITY



**BID DOCUMENT NUMBER: ENG022/2023**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND  
DELIVERY OF ELECTRICAL MATERIAL FROM DATE OF APPOINTMENT  
UNTIL 30 JUNE 2024**

ENQUIRIES: Mr. Isandro Da Silva  
YORK STREET  
GEORGE  
(044) 801 9222

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

## SUMMARY FOR TENDER OPENING PURPOSES

NAME OF BIDDER: .....

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 tender document MUST be VALID ORIGINAL B-BBEE CERTIFICATES or VALID CERTIFIED COPIES OF THE B-BBEE CERTIFICATES**

**TENDER CLOSING AT 12H00 ON MONDAY, 29 JANUARY 2024**

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**BIDDER CONTACT DETAILS**

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

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: .....		<b>Mark choice of correspondence with X</b>
Postal Address:	..... ..... ..... ..... Postal Code: .....	
E-mail Address:	.....	
Telephone Number:	.....	
Cellular Number:	.....	
Facsimile Number:	.....	

**GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT**  
**TENDER NUMBER / NOMMER: ENG022/2024**

<p>Tenders are hereby invited for the <b>Supply and Delivery of Electrical Material</b>.</p> <p>Completed tenders in a sealed envelope, clearly marked:</p> <p><b>Tender No. ENG002/2024</b> must be placed in the tender box at the George Municipality on the First Floor, Directorate: Financial Services, Supply Chain Management, Civic Centre, York Street, George by no later than <b>12:00 on 12:00 on Monday, 29 January 2024</b>... Tenders will be opened on the same day in the Committee Room at 12:05. Late or unmarked tenders will not be considered. No posted tenders or tenders per fax or e-mail will be accepted.</p> <p>Tender documents are available at a non-refundable deposit of <b>R267-95</b> each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.</p> <p>Tender documents are available on the George Municipality's website: <a href="http://www.george.gov.za">www.george.gov.za</a>, free of charge.</p> <p><b>Tenders will be evaluated and awarded as follows:</b></p> <p>Tenders will be evaluated and adjudication in terms of the Preferential Procurement Policy Framework Act (Act 5 of 2000) Regulations 2022; the George Municipality's Supply Chain Management Policy as well as the George Municipality's Preferential Procurement Policy, where 80 points will be scored for price and 20 points for B-BBEE status and Specific Goals.</p> <p><b>For more information, contact Mr. Kobus Wilken at 044 801 9227 or <a href="mailto:jcwilken@george.gov.za">jcwilken@george.gov.za</a></b></p> <p>The Municipality reserves the right to withdraw any invitation to tender and/or to readvertise or to reject any tender or to accept a part of it. The Municipality is not bound to accept the lowest or any tender.</p> <p>A TCS PIN for bidders' tax compliance information must be submitted with the tender document.</p> <p>It will be required from the successful bidder to register on the Central Supplier Database (CSD).</p> <p><b>DR M GRATZ MUNICIPAL MANAGER GEORGE MUNICIPALITY GEORGE 6530</b></p>	<p>Tenders word hiermee ingewag vir die <b>Verskaffing en Aflewering van elektriese materiaal</b></p> <p>Voltooide tenders in 'n verseëelde koevert, duidelik gemerk:</p> <p><b>Tender Nr. ENG002/2024</b> moet voor <b>Maandag, 29 Januarie 2024</b> om <b>12:00</b> in die tender bus by die George Munisipaliteit op die Eerste Vloer, Direkoraat: Finansiële Dienste,Voorsieningskanaal Bestuurseenheid, Burgersentrum, Yorkstraat, George geplaas word. Tenders sal om 12:05 dieselfde dag in die Komiteekamer oopgemaak word. Laat of ongemerkte tenders sal nie oorweeg word nie. Geen tenders per pos, faks of e-pos sal aanvaar word nie.</p> <p>Tender dokumente is verkrygbaar teen 'n <b>R267-95</b> nie-terugbetaalbare deposito elk by die Voorsieningskanaalbestuur Eenheid op die Eerste Vloer, Burgersentrum, Yorkstraat, George.</p> <p>Tender dokumente is gratis op die George Munisipaliteit se webblad beskikbaar: <a href="http://www.george.gov.za">www.george.gov.za</a>.</p> <p><b>Tenders sal as volg ge-evalueer en toegeken word:</b></p> <p>Tenders sal ge-evalueer en toegeken word in terme van die Wet op die Raamwerk vir Voorkeurverkrygingsbeleid (Wet 5 van 2000) Regulasies 2022; die George Munisipaliteit se Voorsieningskanaalbestuursbeleid sowel die George Munisipaliteit se Voorkeurverkrygingsbeleid, waar 80 punte ten opsigte van die prys en 20 punte ten opsigte van B-BBEE status en Spesifieke Doelwitte toegeken sal word.</p> <p><b>Vir verdere inligting, kontak Mnr. K Wilken by 044 801 9227 of <a href="mailto:jcwilken@george.gov.za">jcwilken@george.gov.za</a></b></p> <p>Die Munisipaliteit behou die reg voor om enige versoek vir 'n tender terug te trek en/of te her-adverteer of enige tender te verwerp of gedeeltelik te aanvaar. Die Munisipaliteit is nie daartoe gebind om die laagste of enige tender te aanvaar nie.</p> <p>'n "TCS PIN" vir tenderaars se belasting nakoming inligting moet ingesluit wees by die tender dokument.</p> <p>Dit sal van die suksesvolle tenderaar verwag word om op die Sentrale Verskaffersdatabasis (SVD) te registreer.</p> <p><b>DR M GRATZ MUNISIPALE BESTUURDER GEORGE MUNISIPALITEIT GEORGE 6530</b></p>
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## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR  
APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY  
OF ELECTRICAL MATERIAL FROM DATE OF APPOINTMENT UNTIL 30 JUNE  
2024**

BID NUMBER: **ENG022/2023**

CLOSING DATE: **29 JANUARY 2024**

CLOSING TIME: **12:00**

BID DOCUMENTS MUST BE DEPOSITED IN THE TENDER BOX SITUATED AT:

Supply Chain Management Unit  
The Civic Centre (1<sup>st</sup> Floor)  
York Street  
GEORGE

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

The bid box is open from 07:45 until 16:30, 5 days a week. Bids must be submitted on the Official Forms (NOT TO BE RE-TYPED).

**B-BBEE certificates submitted with the tender 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.

This Bid is subject to the General Conditions of Contract (GCC) and, if applicable, any other Special Conditions of Contract.

This Bid will be evaluated and Adjudicated according to the following criteria:

1. Relevant specifications;
2. Value for money;
3. Capacity to execute the contract;
4. PPPFA Regulations 2022.

**NB: NO BIDS 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	
<b>Contact Details of the Person Signing the Tender:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:</b>	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
<b>Contact Details of Person Responsible for Accounts / Invoices:</b>	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:**

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

**TENDER NUMBER: ENG022/2023 - APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FROM DATE OF APPOINTMENT UNTIL 30 JUNE 2024**

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 Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender 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 Tender to the George Municipality in respect of the following:

**TENDER NUMBER: ENG022/2023 - APPOINTMENT OF A SERVICE PROVIDER FOR THE  
SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FROM DATE OF APPOINTMENT  
UNTIL 30 JUNE 2024**

(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 Tender and any and all other documents and/or correspondence in connection with and relating to the Tender, as well as to sign any contract, and or all documentation resulting from the award of the Tender 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

<b>Name of Joint Venture:</b>	
<b>Names of Each Enterprise:</b>	
(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 \_\_\_\_\_

**TENDER NUMBER: ENG022/2023**

**APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND  
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## Definitions and Abbreviations

For the purposes of this specification, definitions shall apply as in the relevant South African National Standard with the addition of few additional definitions listed below in alphabetical order.

<b>Abbreviations</b>	
AAAC	All Aluminium Alloy Conductor
GM	George Municipality
IEC	International Electrotechnical Commission
ISO	International Organisation for Standardisation
LV	Low Voltage (420V for this project)
MV	Medium Voltage (11kV for this project)
NRS	National Rationalised Specifications
OHS Act	Occupational Health and Safety Act
RFT	Request for Formal Tender
SABS	South African Bureau of Standards
SANS	South African National Standards
SANAS	South African National Accreditation System
SATAS	South African Technical Auditing Services
<b>Definitions</b>	
Approved	Officially agreed or accepted as satisfactory.
Bare Conductor	A conductor without any insulation.
Bidder(s)	A person or organization making a formal offer for something, especially at an auction.
Client	George Municipality Electrotechnical Services (GM)
Crossarms (steel)	A structure that is used in a horizontal or near-horizontal position in a structure for the support of power distribution lines, but that is not intended to be used on contact with the ground.
Datasheet(s)	a document providing the specifications for a particular product.
Document	This complete set of bounding conditions, specifications, Bill of Quantities, and schedules.
Drawings	Drawings issued with this RFT Documentation (if applicable)
Equipment	Means conductor in relation to the specification.
Heat Shrink MV Insulation Tubing	Means, a thermoplastic tube that shrinks when exposed to heat. When placed around wire arrays and electrical components, heat shrink tubing collapse radially to fit the equipment contours, creating a protective layer, in relation to this specification.
Non-Adjustable Stay Wire	Means, stay wire – nonadjustable in relation to this specification.
Wooden Poles	means the stem of a tree which has the proper natural characteristics to meet the engineering and design standards to support a utility line; and has been harvested, shaped, treated, and certified to meet that need.

## 1. Introduction

This specification sets out the Technical Requirements for the procurement of equipment, for outdoor application by the George Municipality. The equipment will be mainly used for utility scale electricity power distribution – overhead line networks and includes a set of standardised drawings (where applicable) for the bidders to accurately price for the items, as per the Tender Specification. The equipment specified in this specification shall refer to the following items as requested or applicable in the Request for Formal Tender. These include:

- i. All Aluminium Alloy Conductor (AAAC): Pine
- ii. Support Structures: Crossarms
- iii. Wooden Poles: Pine
- iv. Non-Adjustable: Stay Wire
- v. Heat Shrink Medium Voltage Insulation Tubing

The applicable drawings including the dimensions are given, for each equipment item to be supplied, per section in this Technical Specification and are compatible with the equipment as further specified in the Annexures (if applicable) per section as indicated elsewhere in the tender document.

Nothing in this specification shall lessen the obligation of the supplier as detailed in any of the other Sections of the tender documents forming part of the specific procurement contract or will relieve the manufacturer of the necessity of work complying with the other standards or recommendations.

## **A1. All Aluminium Alloy Conductor: Pine**

### **1. Introduction**

The Technical Specification in this section sets out the Requirements (electrical and mechanical) for the performance, testing and supply of overhead conductor AAAC: Pine Conductor that will be purchase, for outdoor application by the George Municipality. This material will be mainly used in conjunction with stay assemblies for utility scale electricity power distribution – overhead line networks. The material specified in this section shall refer to AAAC: Pine Conductor only as requested in the Request for Formal Tender document.

Testing prescribed will be evaluate the performance of these conductors and shall comply with the technical requirements in this section. Approval in terms of this specification shall be obtained by one or a combination of the following:

- Successful completion of the appropriate test required by this specification by an independent and accredited test authority.
- Provision of test certificate from an independent and accredited test authority based upon an alternative specification, with test requirements at least equivalent to this specification.

**Important Note:** Bidders must state any non-compliance with the specification in their submission and any alternative offers must be submitted in full and or separately from any main offer.

### **2. Scope**

The equipment specified below shall refer to pine conductor as referred to in **Section A1. All Aluminium Alloy Conductor: Pine Conductor** of the Technical Specification. The equipment is used in the utility's medium voltage overhead electrical network. This specification, and applicable reference standards, must be read in conjunction with attached technical schedules.

### **3. Normative References**

The Technical Specification in this section shall be governed by the latest edition of the BS 3242. Where any differences exist between the George Municipality requirements and the NRS and SANS standards, this specification shall take precedence. The following relevant and applicable standards and guidelines were used and referenced in the compilation of this Technical Specifications which is referred to in this section of the Request for Formal Tender document.

- SANS 182-2
- SANS 61089
- IEC 60826
- BS 3242
- EN 50182



The Standards have reference of the year they were published. If over the life of the Request for Formal Tender the Standard changes, the bidder(s) is requested to conform to the new edition of the Standard. Unless otherwise specified herein, the equipment shall be designed, manufactured and type and routine tested in accordance with the reference South African Standards, including all amendments. Information on the National Standards is available on the South African National website. <http://www.sabs.co.za>.

#### 4. Technical Requirements

The conductor type is mainly used as bare overhead distribution cables for outdoor application on the municipal electrical network for both primary and secondary distribution cable.

The construction features shall include the following:

1. The bare aluminium conductors shall be manufactured in accordance with SANS 61089.
2. The characteristics of all wires shall meet the requirements of SANS 61089 before stranding.
3. Stranded conductors shall be made up of round aluminium wires.
4. The surface of the conductor shall be free from all imperfection visible to unaided eye such nicks, indentations.
5. The joints in aluminium wires shall not exceed those specified in **Table 1** of SANS 61089.
6. The joints shall not be closer than 15m from a joint in the same wire or in any other aluminium wire of the completed conductor.
7. The joints shall be made by electric butt-welding methods and shall not increase the strand diameter.
8. All wires of the conductor shall be concentrically stranded, adjacent wire layers shall be stranded with reverse lay directions.
9. The wires in each layer shall be evenly and closely stranded around the underlying wire.
10. The lay ratio shall be in accordance with **Table 2** of SANS 182-2.
11. The conductor sizes shall be in accordance with SANS 182-2.
12. The rated tensile strength of the conductor shall be accordance with SANS 61089.
13. The Electrical and Mechanical properties shall fall within the values suggested by the relevant and applicable International Standards.
14. The Conductors shall be greased.
15. The Rated Tensile strength of aluminium conductor shall be according to SANS 61089.

<b>Technical Parameters: Construction and Dimensions – Physical and Electrical Properties</b>		
	<b>Typical Minimum (Threshold Values) below:</b>	
	Min	Max
Standard Conductor length (m) per drum	2500m	
Aluminium Sectional Area (mm <sup>2</sup> )	70	
Overall Diameter (mm)	10	
Aluminium Mass/Weight (kg/km)	195	
DC Resistance at 20°C (Electrical Resistance – Ω/km)		0.5
Ultimate/Rated Tensile Strength (Newtons)	20 000	
Breaking Load (kg)	2000	
Initial Modulus of Elasticity (N/ mm <sup>2</sup> or MPa)	52400	
Final Modulus of Elasticity (N/ mm <sup>2</sup> or MPa)	61000	
Current Rating (A)	250	
Short Current Rating (kA for 1sec)	5	
<b>Important Note:</b>		
1. Standard: All Aluminium Alloy Conductor (AAAC) – IEC 61089.		
2. Construction: All aluminium Alloy wires, Layered, concentric and stranded.		
3. Application: Bare Overhead Distribution Line with high tensile load.		

## 5. Conductor Drums

1. The Conductor drums shall be packed and marked in accordance with the SANS 182-2.

### 5.1 Conductor on Wooden/Timber Drums

2. The Conductor shall be supplied in wooden drum reels, that shall be constructed generally in accordance with the requirements of the applicable SANS Standards.
3. The Marking on the drum flanges should be clear, stencilled or burned into the wood and shall include the following:
  - I. Manufacturer's Name of Trademark.
  - II. Manufacturers drum traceability number.
  - III. Week and Year of Manufacture.
  - IV. Reference Area, Material, and Name of Conductor.
  - V. Total Gross Weight (kg) of the conductor and drum.
  - VI. Arrow to indicate the direction of rotation of the drum marked with the words "ROLL THIS WAY"
  - VII. Specification Number.
  - VIII. Stock Number/ Order Number.
  - IX. Serial Number or the identification Number.
  - X. Length of conductor in metres (m).
  - XI. Batch Number.

XII. SABS mark (if applicable)

4. Description of Conductor

The conductor shall have a method of identification for asset management purposes i.e., a means of capturing batch information for traceability of any future problems with the conductors. In addition, a discrete means of identification of stolen conductors shall be proposed. The full details of the application of the identification marking and method to read or retrieve the information shall be provided with the submission. The Identification marking shall be indelible and difficult to remove from the conductor.

5. Both ends of the conductor shall be sealed and the inner end fixed to the flange of the cable conductor drum to prevent loose coiling. The outer end is fixed to the flange as well, for the same reason.
6. The Conductor drum should stand firm, well-drained surfaces.
7. Nominal dimensions shall be in accordance with the applicable standard.

## 5.2 Storage

1. All the cable drums shall be suitable for outdoor storage for a minimum period of 36 months under the environmental conditions.

## 5.3 Testing

1. All the Testing shall be done in accordance with the requirements of both applicable standards SANS 61089 and SANS 182-2. This shall include all the required tests as per the applicable standards and includes all the following test: type test, sample test, etc.

## 6. Quality Standards

The bidder shall ensure that the quality standards be formally documented and be of a suitable accredited quality management system in accordance with international standard ISO 9001:2015 or the latest. The formal certification of such a Quality Management System is required, from either a national or an international quality system certification body, from the Manufacturer of the equipment issued/supplied to the Service Provider offering this to the George Municipality.

**Additional Quality Standards:**

1. All equipment supplied shall be new and in merchantable condition.
2. The workmanship shall be of a professional standard and carried out by a reputable manufacturer. Proof shall be submitted to verify as such.
3. The Quality Management System shall be set up in order to assure the quality of the equipment (all equipment listed in the Pricing Schedule)

### Annexure A1: Technical Schedules AAAC: Pine

Item No.:	Description	Unit	Schedule A	Tenderer Comply Yes/No	Tenderer's Alternative
1	Supplier and or agent of equipment in the Republic of South Africa		xxxxxxxxxxxxx	Yes/No	.....
2	Name of Manufacturer		xxxxxxxxxxxxx	Yes/No	.....
3	Conductor Type and Code		AAAC Pine	Yes/No	.....
4	Cross Sectional Area - Aluminium	mm <sup>2</sup>	70	Yes/No	.....
5	Overall Diameter of the Conductor	mm	10	Yes/No	.....
6	Mass per unit Length - Conductor	kg/km	195	Yes/No	.....
7	Rated Strength of the Conductor	Newtons	20 000	Yes/No	.....
8	Maximum DC Resistance @ 20°C	Ω/km	0.5 Max	Yes/No	.....
9	Coefficient of thermal Expansion	10 <sup>-6</sup> /°C	23.00	Yes/No	.....
10	Initial Modulus of Elasticity	No/ mm <sup>2</sup>	52 000	Yes/No	.....
11	Final Modulus of Elasticity	No/ mm <sup>2</sup>	60 000	Yes/No	.....
12	Maximum Allowable Continuous Operating Temperature (Surface) Grease (if applicable)	No/ mm <sup>2</sup>	60 000	Yes/No	.....
13	▪ Operating Temperature °C	°C	75	Yes/No	.....
14	▪ Drop Point (IP 33min) °C	A Yes/No °C °C	250	Yes/No	.....
15	ISO 9001 certification for Manufacturing of the equipment in this table for the item in Section A1.		Yes	Yes/No	.....
			xxxxxxxxxxxxx	Yes/No	.....
			300	Yes/No	.....
			Yes	Yes/No	.....

	<b>Additional Information</b>	
		.....
		.....

			.....
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**Important note:** The Service Provider shall ensure that all the All-Aluminium-Alloy-Conductor AAAC: Pine on offer to the George Municipality are purchased fully **greased**. The Conductor Data Sheet shall be included in tender submission and include shall ne the grease data as well. Any additional information with regards to the material on offer shall be list in the space provided above.

## **A2. Support Structures: Crossarms**

### **1. Introduction**

The Technical Specification in this section sets out the requirements for all crossarms that will be purchased, for outdoor applications by the George Municipality. This material will be mainly used as support structures for utility scale electricity power distribution – overhead line networks. The material used specified in this section shall refer to Support Structures: Crossarms only as requested in the Request for Formal Tender document.

### **2. Scope**

The Material specified below shall refer to Support Structure: Crossarms as referred to in **Section A2. Support Structure: Crossarms** of the Technical Specification.

### **3. Normative References**

All material shall comply to the relevant requirements of standard as applicable to this section. The product shall carry the product certification mark of an approved body acceptable to the South African National Accreditation System (SANAS).

**List of Reference documents to be used in connection with the Support Structures: Crossarms**

- SANS 1431
- SANS 121
- SANS 10162-1
- DSP 34-2051 (including Type Test according to the standard)

### **4. Technical Requirements**

The Bidder(s) shall ensure that the material supplied comply with the Drawing No.: **D-DT 3072 – Annexure A2**

## Technical Parameters

<b>Technical Description</b>	<b>Crossarm, ST STRN Mink &amp; Hare 125X75X1700LG D3072</b>
Identification	Indelible Manufacturers Trademark & Part Number shall be clearly illustrated on all Items
Medium Voltage Strain Cross Arm	1-33kV
Material Grade	300 W Steel
Finishing	Hot Dip Galvanised ( <b>this item shall be mandatory requirement for coastal conditions</b> ) The Gavanised applied shall be according with the requirements of SANS 121/ ISO 1461 or SANS 32 / EN 101240 where applicable. Specific attention should be given to the following <b>Table(s)</b> which include the details regarding Minimum Coating Thickness on Articles that are not Centrifuged and Minimum Coating Thickness on Articles that are Centrifuged. Hot dip Galvanizing as per Hot Dip Galvanizers Association of South Africa: Steel Protection by Hot Dip Galvanizing and Duplex Coating Systems Guide
<b>Consisting of the following items</b>	Crossarm, ST STRN Mink & Hare 125 X75X1700LG D3072
Item 1	125 x 75 x 12 x 1700mm Long Unequal Angle (1 off)
Item 2	125 x 75 x 12 x 200mm Long Unequal Angle (1 off)
Item 3	100 x 50 x 11 x 100mm Long Channel (1 off)
Item 4	100 x 50 x 11 x 363mm Long Channel (1 off), 16 Diameter Mild Steel Rod Bent into shape as per <b>Items 5 &amp; 6</b>
Item 5	132.5 Long x 82mm Width (2 off) Welded to inside of the Angle & 132.5 Long x 82mm Width (2 off) through Angle and Welded to inside of Angle; and
Item 6	190 Long x 82mm Width (1 off) Welded to Top of the Angle
Material Specification	SANS 1431
Corrosion Specification	SANS 121
Standard Specification	SANS 10162-1
Eskom Specification	DSP 34-2051
Test Certification Requirements	Type Test in accordance with the DSP 34-2051 Standard
<b>Important Notes:</b>	
1. All welding 8mm continuous seal.	

Drawing No.: D-DT-3072

**Table  
1**

MINIMUM COATING THICKNESS ON ARTICLES THAT ARE NOT CENTRIFUGED				
SANS 121 / ISO 1461:1999		SANS 121/ISO 1461:2009		
PROFILES	Category and thickness (t) mm	Category and thickness (t) mm	Local coating thickness (minimum) $\mu\text{m}^*$	Mean coating thickness (minimum) $\mu\text{m}^*$
		$t \geq 6$	$t > 6$	70
	$t \geq 3 \text{ to } < 6$	$t > 3 \text{ to } \leq 6$	55	70
	$t \geq 1.5 \text{ to } < 3$	$t \geq 1.5 \text{ to } \leq 3$	45	55
	$t < 1.5$	$t < 1.5$	35	45
CASTINGS	$t \geq 6$		70	80
	$t < 6$		60	70

■ Thickness legend -  $3\text{mm} > t \leq 6\text{mm}$  - thickness greater than 3mm but equal to and less than 6mm.

**Table2**

MINIMUM COATING THICKNESS ON ARTICLES THAT ARE CENTRIFUGED					
SANS 121 / ISO 1461:1999		SANS 121/ISO 1461:2009			
FASTENERS	Category and thickness / diameter (t) or (o) mm	Article and its diameter (o) or thickness (t) mm	Local coating thickness (minimum) $\mu\text{m}^*$		Mean coating thickness (minimum) $\mu\text{m}^*$
		$\phi \geq 20$	$\phi > 6$	45	40
	$6 \leq \phi < 20$	$\phi \leq 6$	35	20	45
	$\phi < 6$		20		25
OTHER ARTICLES (INCLUDING CASTINGS)	$t \geq 3$	$t \geq 3$	45		55
	$t < 3$	$t < 3$	35		45

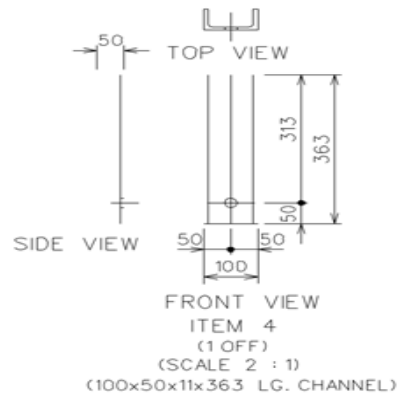
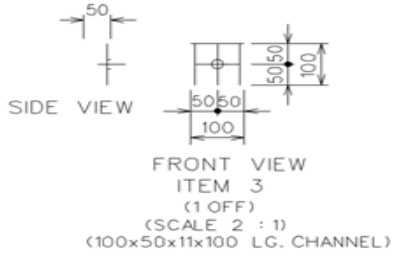
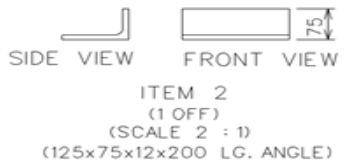
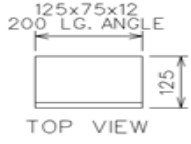
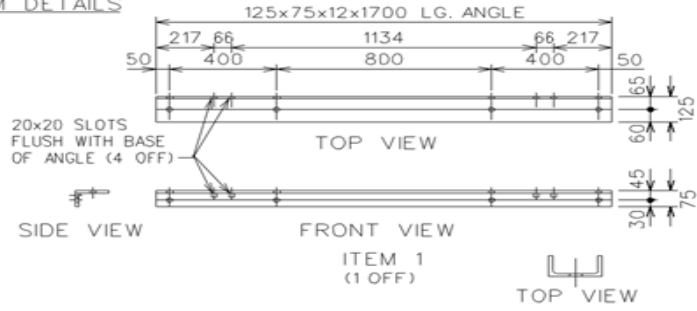
■ Thickness legend -  $\phi > 6 =$  diameter greater than 6mm.

- |   |  |
|---|--|
| 2. All holes to be 22mm in Diameter.<br>3. Tolerances on Dimensions $\pm 1$ mm and on the drilling centers $\pm 1$ mm<br>4. Strength suitable for Mink and Hare Conductor<br>5. Eskom Drawing No.: <b>D-DT-3072</b> |  |
|---|--|

<b>Annexure A2 – Drawings: D-DT 3072</b>

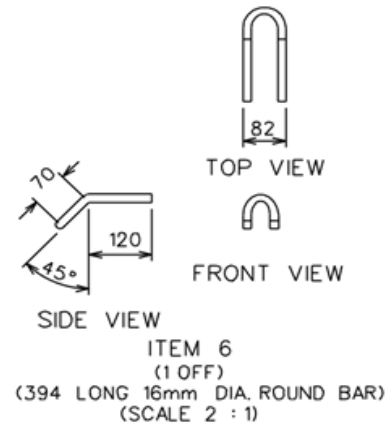
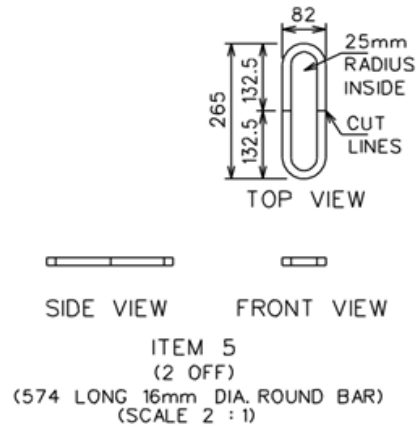


CROSSARM DETAILS



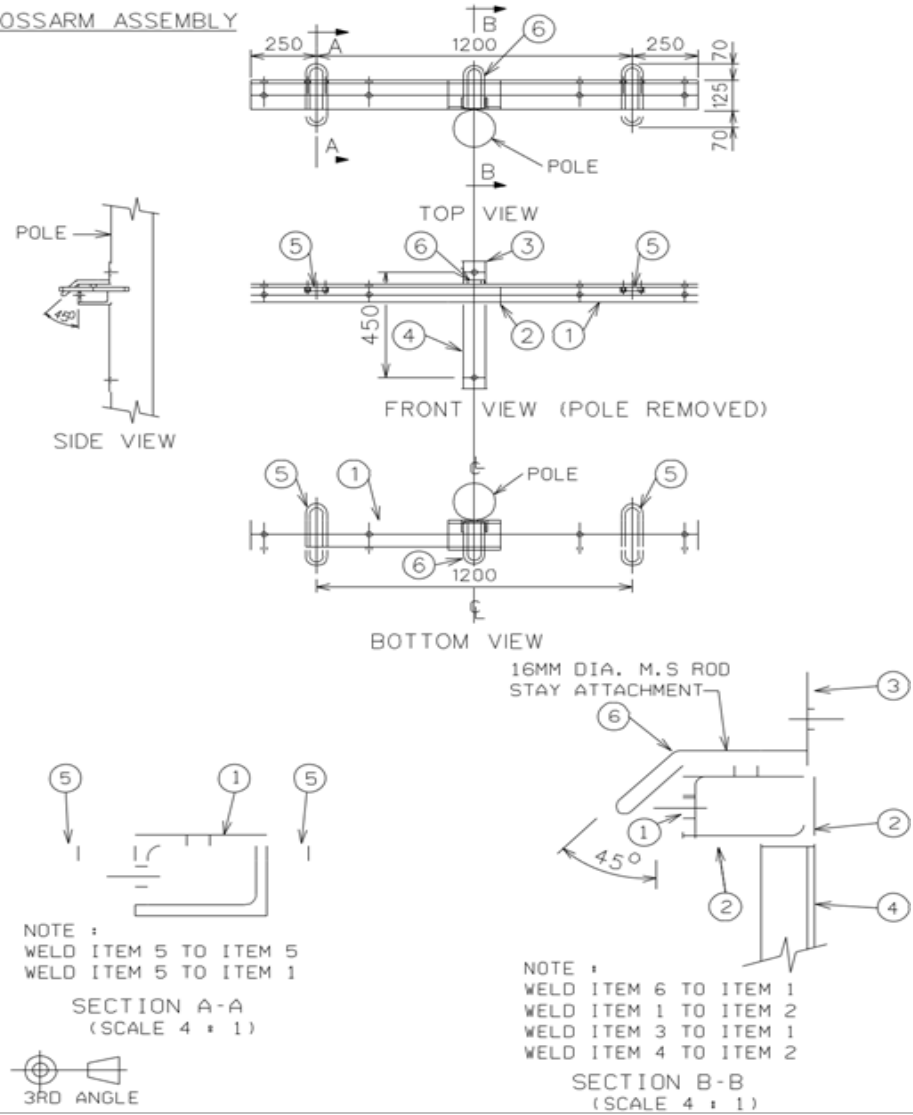
3RD ANGLE

CROSSARM DETAILS - CONTINUED



3RD ANGLE

CROSSARM ASSEMBLY



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<b>Item No.:</b>	<b>Description</b>	<b>Unit</b>	<b>Schedule A</b>	<b>Tenderer Comply Yes/No</b>	<b>Tenderer's Alternative</b>
1	Tenderer comply with the specific details provided within this Section A2 and the supplied Drawing in Annexure A2: Crossarm, D-DT 3702		xxxxxxxxxxxx	Yes/No	.....
2	Tenderer Comply with all the relevant and applicable SANS Standards in the manufacturing of the item covered in this Section A2. SANS1431/SANS121/SANS10162-1/ DSP 34-2051		xxxxxxxxxxxx	Yes/No	.....
3	ISO 9001 certification for Manufacturing of the equipment in this table for the item in Section A2.		Yes	Yes/No	.....

**5. Quality Standards**

The bidder shall ensure that the quality standards be formally documented and be of a suitable accredited quality management system in accordance with international standard ISO 9001:2015 or the latest. The formal certification of such a Quality Management System is required, from either a national or an international quality system certification body, from the Manufacturer of the equipment issued/supplied to the Service Provider offering this to the George Municipality.

**Additional Quality Standards:**

- All equipment supplied shall be new and in merchantable condition.
- The workmanship shall be of a professional standard and carried out by a reputable manufacturer. Proof shall be submitted to verify as such.
- The Quality Management System shall be set up in order to assure the quality of the equipment (all equipment listed in the Pricing Schedule)

## A3. Wooden Poles: Pine

### 1. Introduction

This Technical Specification in this section of sets out the requirements for all the wooden poles: pine, grown in the Southern Africa and that will be purchased, for outdoor application by the George Municipality. This material will mainly be used as support structures for utility scale electricity power distribution – overhead line networks. The material specified here shall refer to wooden poles only as requested in the Request for Formal Tender document.

### 2. Scope

The Material specified below shall refer to wooden poles: pine as referred to in **Section A3. Wooden Poles: Pine** of the Technical Specification.

### 3. Normative References

All poles shall comply to the relevant requirements of SANS 753 as applicable. the treated product shall carry the product certification mark of an approved body acceptable to the South African National Accreditation System (SANAS).

#### **List of Reference documents to be used in connection with the SANS 753:2018.**

- SANS 506, Timber Preservative – Alkaline copper Quaternary Type.
- SANS 616, Wood-preserving creosote mixture and coal-tar mixtures.
- SANS 673, Mixture of Copper-chromium-arsenic compounds for Timber preservation.
- SANS 1288, Preservative-treated Timber.
- SANS 1920, Mixture of Copper azole compounds to Timber preservation.
- SANS 3575/ISO 3575, Continuous hot-dip zinc-coated carbon steel sheet of commercial. Lock forming and drawing qualities.
- SANS 5984, Moisture content of Timber and Timber Products (oven dry method)
- SANS 5985, Moisture content of Timber (extraction method)
- SANS 5986, Moisture content of Timber (electric moisture-meter method)
- SANS 5987, Depth of penetration of preservative and detection and depth of sapwood in timber.
- SANS 1005, The preservative treatment of timber.
- ISO 9001:2000, Quality Management System – requirements

### 4. Technical Requirements

The Bidder(s) shall ensure that all the poles supplied comply to the relevant Technical Requirements as described in SANS 753 (latest edition, as applicable to wooden poles). The treated products shall carry the product certification mark of an approved body acceptable to the South African National Accreditation System (SANAS).

- SABS, or
- SATAS

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**Important Note:** No pole shall lie in the forest for a period longer than two months after being felled. Also, only new poles will be accepted by the George Municipality. Meaning only those poles that have a time stamp attached to it no later than date 2020 (or newer). When these poles are; loaded for transportation at the treatment plant, they are to be dry and free of excess creosote.

<b>Wooden Poles/Structures – Pine Poles</b>	
Approved Electrical Ratings	
Pole Length & Pole Top Diameter	11m, 160mm-180mm
	14m, 180mm-200mm
Application/Use	Outdoor application: for use as support structures for utility scale electricity distribution networks and streetlighting.
Content	Treated Wooden Poles - <b>creosote</b>
Standard	SANS 753:2018 Pine Poles, Crossarms and spacers for power distribution, telephone systems and streetlighting
Features	
<p><b>Important Note:</b> The Bidder(s) shall ensure compliance with all the above-mentioned requirements that are to be used as minimum guidelines as per the relevant and applicable SANS standard. These shall be used for the purpose of the Request for Formal Tender (RFT) Section A3. Wooden Poles. The Bidder(s) shall also note that any of the pole sizes specified above, the client shall have the option to choose from any of the available pole sizes mentioned in this Section. Datasheets of the product supplied by the bidders shall be included with each Tender submission.</p>	

Item No.:	Description	Unit	Schedule A	Tenderer Comply Yes/No	Tenderer's Alternative
1	Tenderer comply with the specific details provided within this Section A3: Wooden Poles: Pine.		xxxxxxxxxxxx	Yes/No	.....
2	Tenderer comply with the relevant applicable SANS 753: 2028 ( <b>or latest edition</b> )		xxxxxxxxxxxx	Yes/No	.....
3	Tenderer can supply the George Municipality with the following Item as per the Bill of Quantity (Pole Length & Pole Top Diameter)		11m, 160mm-180mm	Yes/No	.....
4	Tenderer can supply the George Municipality with the following Item as per the Bill of Quantity (Pole Length & Pole Top Diameter)		14m, 180mm-200mm	Yes/No	.....
5	ISO 9001 certification for Manufacturing of the equipment in this table for the item in Section A3.		Yes	Yes/No	.....

## 5. Quality Standards

The bidder shall ensure that the quality standards be formally documented and be of a suitable accredited quality management system in accordance with international standard ISO 9001:2015 or the latest. The formal certification of such a Quality Management System is

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required, from either a national or an international quality system certification body, from the Manufacturer of the equipment issued/supplied to the Service Provider offering this to the George Municipality.

### **Additional Quality Standards:**

1. All equipment supplied shall be new and in merchantable condition.
2. The workmanship shall be of a professional standard and carried out by a reputable manufacturer. Proof shall be submitted to verify as such.
3. The Quality Management System shall be set up in order to assure the quality of the equipment (all equipment listed in the Pricing Schedule)

## A4. Non-adjustable Stay Wire

### 1. Introduction

The Technical Specification in this section sets out the requirements for all Stay Wires: Non-Adjustable that will be purchase, for outdoor application by the George Municipality. This material will be mainly used in conjunction with stay assemblies for utility scale electricity power distribution – overhead line networks. The material specified in this section here shall refer to Non- Adjustable: Stay Wires only as requested in the Request for Formal Tender document.

The Tenderer shall take note that a complete Non-Adjustable: Stay shall include all the following as required by the George Municipality. 1) Stay Assemblies, 2) Stay Baseplate,3) Non-Adjustable Stay Rod, Refer to Section 3: Technical Requirements for any further detail regarding the Non-Adjustable: Stay.

### 2. Scope

The Material specified below shall refer to Stay Wires: Non-Adjustable as referred to in **Section A4. Non-Adjustable Stay Wire** of the Technical Specification.

### 3. Technical Requirements

The bidder(s) shall ensure that all materials supplied comply with the requirements stipulated in this section.

<b>Stay Rod <u>Non-Adjustable</u> for all Stay Wire sizes</b>	
Low Voltage (LV) and Medium Voltage (MV) Outdoor Applications	
Description	The stay must be hot dip, galvanized mild steel to accommodate for coastal conditions as applicable to George Municipal area
<b>Stay Size (minimum requirements)</b>	
Standard High Voltage (HV) Stay	M20x2m nonadjustable stay rod <u>including</u> a 600x600X6mm baseplate
Standard Medium Voltage (MV) Stay	M12x1.5m nonadjustable stay rod <u>including</u> a 300x300x5mm baseplate
<b>Complete Stay (includes)</b>	
Stay Assemblies	Description: Thimble Material: Mild Steel Size: 70mm x 20mm x Ø40mm Finishing: Hot Dip Galvanised
Stay Baseplate	Description: Stay Base Plate Material: Mild Steel Size: Variable as per GM request Finishing: Hot Dip Galvanised
Non-Adjustable Stay Rod	Description: Non-Adjustable Stay Rod Material: Mild Steel Size: M12, M20 Length: Variable lengths as per GM request Finishing: Hot Dip Galvanised



**Important Note:**

1. The bidder shall ensure that all products supplied in the manufacturing of the Stay Wire: Non-Adjustable comply with the applicable SANS standards.
2. Stay rods are used in the staying of electrification, telecommunication, and railway electrification poles. Non-Adjustable stay rods are mostly used in conjunction with preformed wire products while adjustable rods allow for easy re-tensioning during ongoing maintenance.

### 3.1 Additional Requirements

<b>Stay Wire 7/4</b>	
Approved Electrical Ratings	
Sizes	
Medium Voltage	7/4
High Voltage	19/2.65
Material	Galvanised Steel
Use	Outdoor Applications Medium/High Voltage Application
Limitations of Use	-
<b>Important Note:</b> The Service Provider shall take note that the George Municipality shall also be given the option to order a minimum quantity of stay wire per <b>100-meter roll</b> as per the Pricing Schedule- Bill of Quantities of the Request for Formal Tender (RFT).	

<b>Item No.:</b>	<b>Description</b>	<b>Unit</b>	<b>Schedule A</b>	<b>Tenderer Comply Yes/No</b>	<b>Tenderer's Alternative</b>
1	Tenderer comply with the specific details provided in Section A4: Non-Adjustable: Stay Wire		xxxxxxxxxxxx	Yes/No	.....
2	Standard High Voltage (HV) Stay		M20 x 2m Non-Adjustable stay rod 600x600X6m m baseplate	Yes/No	.....
3	Standard Medium Voltage (MV) Stay		M12 x 1.5m Non-Adjustable stay rod 300x300x5m m baseplate.	Yes/No  Yes/No	.....
4	ISO 9001 certification for Manufacturing of the equipment in this table for the item in Section A4.		Yes		.....

#### 4. Quality Standards

The bidder shall ensure that the quality standards be formally documented and be of a suitable accredited quality management system in accordance with international standard ISO 9001:2015 or the latest. The formal certification of such a Quality Management System is required, from either a national or an international quality system certification body, from the Manufacturer of the equipment issued/supplied to the Service Provider offering this to the George Municipality.

**Additional Quality Standards:**

1. All equipment supplied shall be new and in merchantable condition.
2. The workmanship shall be of a professional standard and carried out by a reputable manufacturer. Proof shall be submitted to verify as such.
3. The Quality Management System shall be set up in order to assure the quality of the equipment (all equipment listed in the Pricing Schedule)

## A5. Heat Shrink Medium Voltage Insulation Tubing

### 1. Introduction

This Technical Specification in this section sets out the requirements for Heat Shrink Medium Voltage Insulation Tubing that will be purchased, for outdoor application by the George Municipality. This material will mainly be used for utility scale electricity power distribution – overhead line networks. The material specified here shall refer to heat shrink insulation only as requested in the Request for Formal Tender document.

### 2. Scope

The Material specified below shall refer to Heat Shrink Medium Voltage Insulation Tubing as referred to in **Section A5. Heat Shrink Medium Voltage Insulation Tubing** of the Technical Specification.

### 3. Technical Requirements

The bidder(s) shall ensure that all materials supplied comply with the requirements stipulated in this section.

<b>Heat Shrink Medium Voltage Insulation Tubing</b>	
Approved Electrical Ratings	
Voltage Rating	Up to 1 (kV - 36 kV)
Sizes	Unshrinkable Width / Shrinkable Width
Approximate Range	30/10
Approximate Range	38/12
Description	
	The material supplied shall be specifically designed to provide high creep resistance and non-tracking properties for both outdoor and indoor applications.
Content	
	Heat Shrinkable Medium Voltage Insulation Tubing – Material shall be made from specially formulated radiation cross-linked polyolefin compounds
Limitation of use	
	Medium Voltage Network Installations
Use/ Application	
	Both Indoor/Outdoor application such as: 1. Cable Terminations 2. Medium Voltage Switchgear 3. Medium Voltage Busbar Insulations
Features (Minimum Requirements)	
1. Shrink Ratio – 3:1 2. Halogen Free 3. High Creep Resistance and Anti Tracking properties 4. UV Resistant	5. Operating Temperature: -55°C to +105°C 6. Minimum Shrink Temperature 110°C 7. Fully Recovery Temperature 110°C 8. Restriction of Hazardous Substances (ROHS) Compliant

#### 4. Additional Technical Data

Electrical Properties				Typical Minimum (Threshold Values) below:		
Tensile Strength (MPa)				more than 11MPa		
Elongation at Break (%)				more than 400%		
Heat Ageing Tensile Strength <u>after</u> aging (120°C, 168 hrs); (MPa)				more than 10MPa		
Heat Ageing Ultimate Elongation at Break <u>after</u> aging (120°C, 168 hrs) (%)				more than 250%		
Dielectric Constant				Between 250-350%		
Longitudinal Shrinkage				Between 0 to -10%		
Tracking Resistance				3.75kV, 1hr, Pass		
Dielectric Strength (kV/mm)				more than 15		
Copper Corrosion (120°C, 168 hrs)				No Corrosion shall be allowed		
Cold Bend (-40°C, 4 hrs)				No tracking shall be allowed		
Water Absorption (23°C, 14 Days); (%)				Less than 0.15		
Product Dimensions						
Item	Range	Description Inside Diameter(mm) range		Wall Thickness Recovered (mm)	Reel Length (m)	Suitable for cable sizes (11kV)
		Supplied	Recovered			
1	Approximate	30	10	2.8	25	16-50
2	Approximate	38	12	2.8	25	70-150

**Important Note:** It shall be a mandatory requirement that the Service Providers provide the applicable test method used including the applicable test certificate indicating the test results as well the applicable standards used as proof.

Item No.:	Description	Unit	Schedule A	Tenderer Comply Yes/No	Tenderer's Alternative
1	Tenderer comply with the specific details provided in Section A5. Heat Shrink Medium Voltage Insulation Tubing.		xxxxxxxxxxxx	Yes/No	.....
2	Tenderer comply with the relevant and applicable International Standards ASTM D 2303 / ASTM D 2671 / IEC 93 & 250 including ISO 62 applicable to Heat Shrink Medium Voltage Insulation Tubing.		xxxxxxxxxxxx	Yes/No	.....
3	ISO 9001 certification for Manufacturing of the equipment in this table for the item in Section A5.		Yes	Yes/No	.....

## 5. Quality Standards

The bidder shall ensure that the quality standards be formally documented and be of a suitable accredited quality management system in accordance with international standard ISO 9001:2015 or the latest. The formal certification of such a Quality Management System is required, from either a national or an international quality system certification body, from the Manufacturer of the equipment issued/supplied to the Service Provider offering this to the George Municipality.

### **Additional Quality Standards:**

1. All equipment supplied shall be new and in merchantable condition.
2. The workmanship shall be of a professional standard and carried out by a reputable manufacturer. Proof shall be submitted to verify as such.
3. The Quality Management System shall be set up in order to assure the quality of the equipment (all equipment listed in the Pricing Schedule)

## 2. Special Condition of Contract

1. If the bidder is not able to respond positively to all the points below, then the tender shall be deemed to be unsuccessful.

Item No.:	Special Conditions to the Request for Formal Tender	Bidders Compliance Checklist (Yes or No)
1.	<b>Compliance To Tender Specifications</b> The bidders shall acknowledge his/her compliance with the relevant specifications as stipulated in this document.	Yes <input type="checkbox"/> No <input type="checkbox"/>
2.	<b>Compliance to International/National Standards and NRS Guidelines</b> The material supplied are following the relevant and applicable SANS, IEC Standards and NRS Guidelines.	Yes <input type="checkbox"/> No <input type="checkbox"/>
3.	<b>Quality Assurance</b> The Prospective bidders shall supply with each bid the Quality Assurance Certificates that verify the quality of material supplied/offered by the bidder. This includes test certificates, type test, and test requirements in line with National and International Standards.	Yes <input type="checkbox"/> No <input type="checkbox"/>
4.	<b>Material Datasheets</b> The bidders shall supply all Datasheets applicable to the material supplied shall be submitted by the successful bidder.	Yes <input type="checkbox"/> No <input type="checkbox"/>
5.	<b>Delivery Time</b> The lead time for the delivery shall be within <u>4</u> weeks after the award of the Request for Formal Tender (RFT) to the successful bidder. The delivery address shall be at the George Municipality, Directorate: Electro Technical Services Department, 1 Brick Road, George Industrial, George, 6530	Yes <input type="checkbox"/> No <input type="checkbox"/>
6.	<b>Tender Conditions</b> The prospective bidders shall ensure that, for all the material supplied on this Request for Formal Tender (RFT), that both a Purchase Orders and the corresponding Payment Certificates – not older than five (5) years prior to this contract with the George Municipality. This documentation shall be used to verify that the bidders to prior to this contract with George Municipality supplied material to a legal entity (municipality or Eskom) the material was supplied. All the material on offer to the George Municipality to be supplied on this Request for Formal Tender (RFT) the Minimum Threshold Vaues is as stipulated below per Section A. The following threshold criteria are applicable to this tender. A1. All Aluminium Alloy Conductor: Pine Purchase Order and Payment Certificate to equate to the Minimum Threshold Amount of R 150 000.00 A2. Support Structures: Crossarms Purchase Order and Payment Certificate to equate to	Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>  Yes <input type="checkbox"/> No <input type="checkbox"/>

	the Minimum Threshold Amount of R 50 000.00 A3. Wooden Poles: Pine Purchase Order and Payment Certificate to equate to the Minimum Threshold Amount of R 50 000.00	
8.	<p><b>Mandatory Requirement</b> As per the <b>Pricing Schedule: Bill of Quantities</b></p> <p>A1. All Aluminium Alloy Conductor: Pine A2. Support Structures: Crossarms A3. Wooden Poles: Pine A4. Stay Wire: Non-Adjustable A5: Heat Shrink Medium Voltage Insulation Tubing</p> <p><b>It shall be a mandatory requirement that bidders shall price for all line items in the Pricing Schedule otherwise the tender submission will be render non-responsive.</b></p>	Yes <input type="checkbox"/> No <input type="checkbox"/>

**Important Note:** The George Municipality shall have the leverage to procure at 1) any given time, 2) any given items 3) any quantity of the material as listed in the Pricing Schedule on an ad hoc and or as and when required basis.

### 3. Environmental Requirements

The material shall be manufactured to operate coastal conditions as detailed in the George Municipality Standard **GEOE 002**.

### 4. Documentation

The Bidder(s) shall ensure that the following documentation be provided with each Request for Formal Tender (RFT) submission.

1. The Technical product catalogue and datasheet of the equipment – conductor, crossarm, non-adjustable stay, wooden poles, heat shrink insulation tubing – supplied (on offer) to the George Municipality.
2. A copy of all type test certificates in English shall be provided.
3. A copy of the proposed routine test certificates in English shall be provided.
4. The Bidder(s) shall include the Manufacturer’s recommendations with regards to the handling, storage, and transportation of the equipment to be supplied to the George Municipality.

## B. Pricing Schedule

### 1. Bill of Quantities

<b>Bill Of Quantities: Project 31_Medium Voltage Infrastructure Overhead Line Seven Passes Rd</b>					
1. All quantities are provisional and used for evaluation purposes only. 2. All rates are to be VAT exclusive. 3. This shall be a Rates Tender.					
Item	Description	Unit	Quantity	Rate	Amount
1	Pine Conductor: All Aluminium Alloy Conductor (AAAC), Greased, Standard length 2500m per drum	m	2500	R	R
2	Support Structures: Crossarms <b>(D-DT-3072)</b>				
2.1	Crossarm, ST STRN Mink & Hare 125x75x1700 LG D3072, Eskom D DT Drawing	Each	1	R	R
3	Wooden Poles: Pine Poles				
3.1	11 meter, 160mm-180mm	Each	1	R	R
3.2	14 meter, 180mm-200mm	Each	1	R	R
4	Non-Adjustable: Stay – <b>Complete</b>				
4.1	High Voltage (HV) Stay, M20 x 2m Non-Adjustable stay rod including 600x600x6mm baseplate – <b>Complete</b>	Each	1	R	R
4.2	Medium Voltage (MV) Stay, M12 x 1.5m Non-Adjustable stay rod including 300x300x5mm baseplate – <b>Complete</b>	Each	1	R	R
4.3	Stay Wire 7/4	per 100m roll	1	R	R
5	Heat Shrink Medium Voltage Insulation Tubing				
5.1	Heat Shrink Medium Voltage Insulation Tubing, 30/10	Each	1	R	R
5.2	Heat Shrink Medium Voltage Insulation Tubing, 38/12	Each	1	R	R
6	Delivery Charge for all the items listed in the Bill of Quantity to the address as indicated in the Special Condition of Contract Item No.: 6 and shall include off-loading	Per Purchase Order		R	R
Total					R
15% VAT					R
Total Price					R

**Important Note:** Bidders shall price for all line items if not your tender submission shall be deemed nonresponsive. This will be a once off project.

- The Service Provider shall take note that the Quantities as per each line item listed in the Bill of Quantity (above) is only for **Tender Evaluation** purposes.
- The Service Provider shall also take note that the Quantities as each per line item can at any time increase on an as and when required need base on the project.



## PAST EXPERIENCE

**This schedule is compulsory to complete!**

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Bidders 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.

<b>Employer</b>	<b>Nature of Work</b>	<b>Value of Work</b>	<b>Duration and Completion Date</b>	<b>Employer Contact Number</b>

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature of Tenderer

## THE TENDER OFFER

I/We Mr/Mrs/Messrs \_\_\_\_\_  
duly assigned to represent the service provider for the purpose of this tender, hereby tender 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 tender and in accordance with the specifications stipulated in the tender documents (which shall be taken as part of, and incorporated into this tender) **at the price/s reflected in the Pricing Schedule.**

I/we agree that this offer shall remain valid for a period of 180 days commencing from the closing date and time of this tender.

I/we further agree that:

This tender 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 tender within the period for which I/we have agreed that the tender 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 tender 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 tender or, if fresh tenders have to be invited, the additional expenditure incurred by the invitation by the invitation of fresh tenders and by the subsequent acceptance of any less favorable tender; 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 tender 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 tender 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 tender 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 tender 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: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Tender ENG022/2023**

I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our tender; that the price(s) and rate(s) tendered cover all the work/item(s) specified in the tender 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 tenders 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 tender 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: **DANIE GREEFF**

Signature: \_\_\_\_\_

Capacity: **ACTING DIRECTOR: ELECTROTECHNICAL SERVICES**

Date: \_\_\_\_\_

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

**TAX COMPLIANCE INFORMATION**

**PART A**

Tax Compliance Status	TCS Pin:		or	CSD No:	
B-BBEE Status Level Verification Certificate [Tick Applicable Box]	<input type="checkbox"/> Yes <input type="checkbox"/> No			B-BBEE Status Level Sworn Affidavit	<input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Enclose Proof]			Are You A Foreign Based Supplier For The Goods / Services / Works Offered?	<input type="checkbox"/> Yes <input type="checkbox"/> No [If Yes, Answer Part 2.]
Signature of Bidder	.....			Date	.....

## PART B TERMS AND CONDITIONS FOR BIDDING

<b>1. TAX COMPLIANCE REQUIREMENTS</b>		
1.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.		
1.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.		
1.3 APPLICATION FOR THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .		
1.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B2.		
1.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.		
1.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.		
1.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.		
<b>2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b> [Tick Applicable Box]		
2.1 Is the entity a resident of the Republic of South Africa (RSA)?	YES	NO
2.2 Does the entity have a branch in the RSA?	YES	NO
2.3 Does the entity have a permanent establishment in the RSA?	YES	NO
2.4 Does the entity have any source of income in the RSA?	YES	NO
2.5 Is the entity liable in the RSA for any form of taxation?	YES	NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 1.3 ABOVE.</b>		

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

Signature of Bidder: .....

Capacity Under Which This Bid Is Signed: .....

Date: .....

## 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/adjudicating authority.	
3.	In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.	
3.1	Full Name of bidder or his / her representative: .....	
3.2	Identity number: .....	
3.3	Position occupied in the Company (director, trustee, shareholder <sup>2</sup> ): .....	
3.4	Company Registration Number: .....	
3.5	Tax Reference Number: .....	
3.6	VAT Registration Number: .....	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	<b>YES / NO</b>
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 3.9.1</p>	<p>Have you been in the service of the state for the past twelve months? If so, furnish particulars. ..... .....</p>	<p><b>YES / NO</b></p>
<p>3.10 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? If yes, furnish the following particulars: Name of person: ..... 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>	<p><b>YES / NO</b></p>
<p>3.11 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? If yes, furnish the following particulars: Name of person: ..... 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>	<p><b>YES / NO</b></p>
<p>3.12 3.12.1</p>	<p>Are any of the company's directors, managers, principal shareholders or stakeholders in the service of the state? If yes, furnish the following particulars:</p>	<p><b>YES / NO</b></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>	
<p>3.13</p> <p>3.13.1</p>	<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> <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>	<p><b>YES / NO</b></p>
<p>3.14</p> <p>3.14.1</p>	<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> <p>If yes, furnish particulars:                  .....</p> <p>.....</p>	<p><b>YES / NO</b></p>

4. Full details of directors / trustees / members / shareholders:			
<b>THE FOLLOWING INFORMATION IS COMPULSORY TO COMPLETE:</b>			
Full Name	Identity Number	Individual Tax Number for each Director	State Employee Number (where applicable)
5.	<b>The contract will be automatically cancelled if there is a conflict of interest which is not disclosed by the bidder.</b>		

**Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA)**

All parties agree that they will comply with Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA) and process all the information and/or personal data in respect of the goods and/or services being rendered in accordance with the said act and only for the purpose of providing the goods and/or services set out in the agreement to provide such goods and/or services.

The contract between the municipality and the service provider must ensure compliance with the Protection of Personal Information Act, 2013 (Act no.4 of 2013) (POPIA), in that the service provider establishes and maintains security measures to safeguard personal information being processed on behalf of the municipality. The service provider must notify the municipality immediately in an event where there are reasonable grounds to believe personal information has been accessed by an unauthorised person.

The contract with a service provider must ensure confidentiality of personal information processed on behalf of the municipality. A supply contract with a service provider must include standard clauses outlining joint responsibility in terms of the protection of personal information.

.....  
Signature

.....  
Date

.....  
Capacity

.....  
Name of Bidder

<sup>1</sup>MSCM Regulations: "in the service of the state" means to be -

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

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

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

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

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

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### 1. GENERAL CONDITIONS

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

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

### 1.2 To be completed by the organ of state

*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

- (a) Price
- (b) BBBEE ; and
- (c) Specific Goals.

### 1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80/90
BBBEE	10/5
SPECIFIC GOALS	10/5
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration
- P<sub>t</sub> = Price of tender under consideration
- P<sub>max</sub> = Price of highest acceptable tender

### 4. POINTS AWARDED FOR BBBEE AND SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

**4.1.1 Points awarded for B-BBEE Level of contributor.**

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a tenderer for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of Points for Preference (80/20)	Number of Points for Preference (90/10)
1	10	5
2	9	4.5
3	7	3
4	6	2.5
5	4	2
6	3	1.5
7	2	1
8	1	0.5
Non-compliant contributor	0	0

**Bidder MUST submit a valid BBEE certificate, failure to attach no points will be awarded for BBEE points.**

**4.1.2 Points awarded for Specific Goals.**

In terms of the Specific Goals as per the George Municipality Preferential Procurement Policy, preference points must be awarded to a Tenderer for Locality in accordance with the table below:

Locality of Tenderer's Office	Number of points (80/20 system)	Number of points (90/10 system)
Within the boundaries of George Municipality	10	5
Within the boundaries of the Garden Route District Municipality	6	3
Within the borders of the Western Cape	4	2
Outside the borders of the Western Cape	2	1

**Bidder MUST submit proof of address (e. g. municipal account, rental/lease agreement, or affidavit) not older than three (3)**

**months. Failure to attach proof will result in no points awarded for Specific Goals.**

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

## 5. BID DECLARATION

Tenderers who claim points in respect of BBEE must complete the following:

### **B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.1**

5.1. <b>Contribution to BBEE</b> :..... = .....(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.1 must be in accordance with the table reflected in paragraph 4.1.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

### **LOCALITY OF TENDERERS OFFICE CLAIMED IN TERMS OF PARAGRAPHS 4.1 AND 4.1.2**

5.2. <b>Contribution to specific Goals</b> :..... = .....(maximum of 5 or 10 points)
--

(Points claimed in respect of paragraph 5.2 must be in accordance with the table reflected in paragraph 4.1.2 and must be substantiated by relevant proof of address of a company office.

**DECLARATION WITH REGARD TO COMPANY/FIRM**

5.3. Name \_\_\_\_\_ of  
company/firm.....

.....

5.4. Company \_\_\_\_\_ registration \_\_\_\_\_ number:  
.....

5.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 5.1 and 5.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its



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

- (e) forward the matter for criminal prosecution, if deemed necessary.

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

**SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE**

**SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE**

I, the undersigned,

<b>Full name &amp; Surname</b>	
<b>Identity number</b>	

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:

<b>Enterprise Name</b>	
<b>Trading Name</b>	
<b>Registration Number</b>	
<b>Enterprise Address</b>	

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	<b>Level One</b> (135% B-BBEE procurement recognition)	
More than 51% black owned	<b>Level Two</b> (125% B-BBEE procurement recognition)	
Less than 51% black owned	<b>Level Four</b> (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><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.5.1	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 bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Municipal Supply Regulation 38(1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (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:

**TENDER NUMBER: ENG022/2023 - APPOINTMENT OF A SERVICE PROVIDER  
FOR THE SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FROM DATE OF  
APPOINTMENT UNTIL 30 JUNE 2024**

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

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

**CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)**

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

<b>Tender Number: ENG022/2024</b>
<b>Name of the Bidder:</b> _____

**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 <b>residential</b> 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 \_\_\_\_\_ 2024

**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:

## Tender ENG022/2023

- 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:

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- 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:

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- 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:

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- 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.