

GEORGE MUNICIPALITY



BID DOCUMENT NUMBER: ENG014/2024

APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL 12KV OVERHEAD LINE SWITCHGEAR, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT.

ENQUIRIES: Mr. D Esterhuysen
YORK STREET
GEORGE
(044) 874 3917/1459

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
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PREFERENCES CLAIMED FOR:

B-BBEE Status Level of Contributor:	
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Preference Points Claimed:	
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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 CLOSES AT 12H00 ON FRIDAY, 16 AUGUST 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:	Mark choice of correspondence with X
Postal Address: Postal Code:	
E-mail Address:	
Telephone Number:	
Cellular Number:	
Facsimile Number:	

GEORGE MUNICIPALITY / GEORGE MUNISIPALITEIT
TENDER NUMBER / NOMMER: ENG014/2024

Tenders are hereby invited for the **APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL 12kv OVERHEAD LINE SWITCHGEAR, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT.**

Completed tenders in a sealed envelope, clearly marked:

Tender No. ENG014/2024 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 **12:00** on **Friday, 16 August 2024**. 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.

Tender documents are available at a non-refundable deposit of **R284-05** each from the Supply Chain Management Unit, First Floor, Civic Centre, York Street, George.

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

Tenders will be evaluated and awarded as follows:

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.

For more information, contact Mr . Deon Esterhuysen at 044 874 3917/1459 or rgesterhuysen@george.gov.za

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.

A TCS PIN for bidders' tax compliance information must be submitted with the tender document.

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

**MR DAWIE ADONIS
ACTING MUNICIPAL MANAGER
GEORGE MUNICIPALITY
GEORGE
6530**

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE TENDER FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL 12kv OVERHEAD LINE SWITCHGEAR, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT.

BID NUMBER: **ENG 014/2024**

CLOSING DATE: **16 AUGUST 2024**

CLOSING TIME: **12:00**

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

Supply Chain Management Unit
The Civic Centre (1st 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	
Contact Details of the Person Signing the Tender:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of the Senior Manager Responsible for Overseeing Contract Performance:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____
Contact Details of Person Responsible for Accounts / Invoices:	Name: _____ Telephone: (____) _____ Fax: (____) _____ Cellular Number: _____ E-mail address: _____

DETAILS OF TENDERING ENTITY'S BANK

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

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

Signature of Tenderer: _____

Date: _____

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

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

NAME OF TENDERER

Held at _____ on _____
(Place) (Date)

RESOLVED THAT:

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

**TENDER NUMBER: ENG014/2024- APPOINTMENT OF A SERVICE PROVIDER FOR THE
SUPPLY AND DELIVERY OF ELECTRICAL 12kv OVERHEAD LINE SWITCHGEAR, AS AND
WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT.**

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: ENG014/2024- APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL 12kv OVERHEAD LINE SWITCHGEAR, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT

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

_____ and
_____ and

2. Mr/Mrs/Ms _____

In his/her capacity as _____

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

be, and is hereby, authorized to sign the 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) _____

Tender ENG014/2024

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			
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JOINT VENTURE

Only to be completed if applicable

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

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

SIGNED ON BEHALF OF JOINT VENTURE _____

TENDER NUMBER: ENG014/2024

1. GENERAL TENDER CONDITIONS

Contract Price Adjustment and/or Rate of Exchange Variation

1. PRICING INSTRUCTIONS:

- 1.1.1 This is a multi-year tender and clear understanding of Contract Price Adjustment provisions must be established to avoid pricing risk during the resulting contract(s).
- 1.1.2 The Contract Price Adjustment mechanisms and/or provisions relating to Rate of Exchange Variation contained in this schedule are compulsory and binding on all tenderers. Failure to complete this schedule or any part thereof may result in the tender offer being declared non-responsive.
- 1.1.3 Tenderers are not permitted to amend, vary, alter or delete this schedule or any part thereof unless otherwise stated in this schedule, failing which the tender offer shall be declared non-responsive.
- 1.1.4 Tenderers are not permitted to offer fixed prices for the contract duration except as provided for in the Price Schedule, and if the tenderer offers fixed prices in contravention of this clause the tender offer shall be declared non-responsive.
- 1.1.5 The prices stipulated on the pricing schedule shall be subject to price adjustment as laid out below.
- 1.1.6 Tenderers are required to complete **either** Section 1.2.1 (**Manufacturers**) **or** Section 1.2.2 (**Suppliers**) below to establish the Contract Price Adjustment basis. (Refer to Clause 1.4).
- 1.1.7 Tenderers shall in addition complete Section 1.3 if Rate of Exchange Variations are applicable.

1.2 CONTRACT PRICE ADJUSTMENT

1.2.1 Tenderers that are Manufacturers of the Tendered Items:

Tenderers that are manufacturers of the tendered items are subject to contract price adjustment based on SEIFSA INDICES and/or MATERIALS SUPPLIER'S PRICE LISTS, and shall complete only the following options:

a) Increase using SEIFSA indices

Published indices shall be applied quarterly to determine a fixed rate for the following three months, as detailed in Clause 1.4.1.

Material, labour and / or road freight price variation shall be calculated based upon the SEIFSA base material, labour and / or road freight prices / indices and the price proportions indicated by the Tenderer for the Goods tendered, as detailed in Annexure A, which shall be completed in full.

A minimum of 10% of the tender price shall be fixed and free of variation for the duration of the contract.

The SEIFSA contract price adjustment formula shall apply, unless otherwise detailed (and accepted) in the Covering Letter accompanying the Tender Documentation.

Tenderer to claim SEIFSA based CPA? (Yes /No): _____

b) Increase using Material Supplier Price Lists

The tender price shall be subject to adjustment based on raw material / component Supplier's Price Lists for the materials supplied for the manufacture of the tendered items.

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Supplier: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

1.2.2 Tenderers that are not Manufacturers of the Tendered Items:

Tenderers that ARE NOT manufacturers of the tendered items are subject to contract price adjustment based on the SUPPLIER'S / MANUFACTURER'S PRICE LISTS from the supplier or manufacturer of the tendered items, as detailed in Clause 1.4.2 and shall complete the following:

Tenderer's Supplier / Manufacturer: _____

Date of Price List/Quotation upon which tender is based _____

Price List/Quotation Reference Number _____

N.B.

- The above information must be provided for each item supplied to the Tenderer.
- Copies of price lists on which tender prices are based shall be enclosed for all items. The items referenced on the Pricing Schedule must be clearly identified on the Price List.
- Tenderers will be entitled to claim only the difference between the cost of the product at the time of tendering and the new cost. Documentation to this effect must be submitted with each claim.

1.3 RATE OF EXCHANGE VARIATIONS

Only tenderers who are the DIRECT IMPORTER of the goods may claim rate of exchange price variations.

(Refer to Clause 1.4 below).

Exchange Rate on which tender is based: _____ 1 = S A Rand _____

Name of Bank: _____

Date of quoted rate of exchange: _____

The end date applicable for variation shall be the date of shipment received (ie. The date of the Bill of Lading / Waybill / Customs Invoice)

Tenderer to indicate applicable documentation (Bill of Lading / Waybill / Customs Invoice):

If any other documentation other than those indicated above is applicable, the tenderer is to indicate this clearly and identify the applicable documentation in the space provided above.

TABLE 1.3: PRICE BASIS FOR IMPORTED RESOURCES

Item NO.	Value in foreign currency	Rate of exchange as at 7 days prior to date of tender	Value in Rand, of foreign currency content (columns AxB)	Customs Surcharge		Customs Duty		Amount of South African Content	Total in Rand of columns C+D+E+F (Total Tender Price) (Excl. VAT)
				%	R	%	R		
	(A)	(B)	(C)		(D)		(E)	(F)	(G)
1									
2									
3									
4									
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1.4 PRICE VARIATION CLAIM

1.4.1 SEIFSA Index based Contract Price Variations (Refer to 1.2.1 above)

1.4.1.1 This section is **applicable to Tenderers that ARE the manufacturer of the tendered Goods.**

1.4.1.2 Only Contractors that are the manufacturers of the goods may claim SEIFSA Index based contract price adjustments.

1.4.1.3 For items that are subject to ROE, the SEIFSA index-based CPA **shall apply only to the South African Content portion**, column (F) of the above table.

1.4.1.4 The contract price per item shall be adjusted **quarterly** in advance of placement of orders, and the adjusted contract price shall be applicable for purchase orders placed during the following three full calendar months.

1.4.1.5 Fluctuations in the prices of raw materials and labour will be acceptable for the goods price Contract Price Adjustment calculations.

1.4.1.6 The base month for Contract Price Adjustment calculations shall be the calendar month prior to the month of the closing date for tenders, and SEIFSA indices published in this month shall be used.

1.4.1.7 Adjusted contract prices per item shall be calculated based upon the SEIFSA indices published in the calendar month of application for the amended equipment contract prices.

1.4.1.8 Material and labour price variation shall be calculated based upon the SEIFSA base material and labour indices and the stipulated price proportions as detailed in Annexure A.

1.4.1.9 A minimum of 10% of the **South African Content portion** of the tender price (Column F) shall be fixed and free of variation for the duration of the contract.

1.4.1.10 The process to be followed by Contractors for claims for contract price adjustment in terms of SEIFSA shall be as follows:

a) The Contractor shall approach the Purchaser in writing during the week following the third Friday of each of **February, May, August, and November** month with an application for the amended cable unit prices to be applicable to the contract during the following three months.

b) The application shall be based upon the SEIFSA indices published during the calendar month of application (those published on the Monday following the third Friday of the month and detailing the

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latest available indices) and shall detail the proposed adjusted unit prices for the Goods and include detailed calculations indicating how the adjusted unit prices per item have been established.

c) Calculations of the contract price adjustment shall use the original tendered unit rates, the base indices, the indices published in the calendar month of application and the SEIFSA formula and shall contain no other factors or adjustments.

d) The Purchaser will check and approve the proposed unit prices for the following three months prior to the last day of the month of application. The Purchaser will notify the Contractor in writing of approval of the proposed prices. Any communications regarding approval of the proposed prices shall be completed before the end of the month of application for the amended Goods unit prices.

e) The Purchaser will update the Contract records at the end of the month with the approved amended unit prices for the following three months.

f) All purchase orders for the contracted Goods issued during a month shall be issued, invoiced, and paid at the contract unit prices approved for that month and no further SEIFSA based contract price adjustment claims will be considered, irrespective of the actual month of delivery and whether deliveries were subject to any manufacturing or delivery delays.

g) The required delivery dates for orders placed by the Employer for the contracted Goods will be determined based upon the date of issue of the purchase order and the contract delivery period. Delays in the delivery of the Goods shall not entitle the Contractor to any amendment of the approved contract price adjustment applicable to that order.

h) Failure by the Contractor to submit claims for Contract Price Adjustment within the timeframes detailed above will result in the unit rates for the items concerned being determined by the Purchaser in accordance with the published SEIFSA indices. The Purchaser however reserves the right in such a case not to amend the unit rates for the item if it is not to the Purchaser's advantage.

i) The successful Contractor shall immediately upon notification of commencement date of contract submit written application for approval of adjusted Goods unit prices that shall be applicable during the first calendar month of the contract. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices for the first calendar month of the contract.

j) Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for orders placed during the first calendar month of the contract.

k) Application for Contract Price Adjustment thereafter shall follow the process detailed above.

1.4.2 Supplier / Manufacturer Price List Variations (Refer to 1.2.2 above)

This section is applicable to **Tenderers that are NOT the manufacturer** of the tendered Goods.

This section is **also applicable to** Tenderers that are importing overseas manufactured component parts for assembly into tendered goods that are locally manufactured.

If the contract is subject to variation based on **SUPPLIER / MANUFACTURER PRICE LISTS**, the following will be applicable:

1.4.2.1 Contractors shall make the application for contract price adjustment prior to the date upon which the price adjustment would become effective.

1.4.2.2 The effective date of any price adjustment granted will be the first day of the month following the month during which the fully substantiated application for contract price adjustment is submitted

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and approved or, by agreement between the Contractor and the Purchaser, a subsequent date on which the price adjustment will become effective.

1.4.2.3 In instances where the Contractor's price adjustment claimed is less than entitled, the lesser price will be accepted.

1.4.2.4 Purchase orders placed prior to the effective date of any price increase shall be placed at the previously agreed price, not the claimed adjusted price.

1.4.2.5 Only the difference in source supplier / manufacturer pricelist (actual cost, not percentage) may be adjusted and under no circumstances may the Contractor increase their profit margin.

1.4.2.6 The process to be followed by the Contractor for claims for contract price adjustment shall be as follows:

1.4.2.6.1 The Contractor shall submit all of the documentation indicated below a minimum of two weeks prior to the effective date of the contract price adjustment.

1.4.2.6.2 The Purchaser will consider the proposed contract price adjustment and based on the documented evidence; the Purchaser may approve the adjustment.

1.4.2.6.3 A letter authorising the price adjustment will be issued to the Contractor.

1.4.2.6.4 All purchase orders issued subsequent to the effective date of the contract price adjustment will be issued at the approved adjusted contract price.

1.4.2.7 The Contractor shall supply the following documentation when applying for a contract price adjustment:

1.4.2.7.1 The price list that the original tender was based upon clearly indicating the items numbered according to the tender pricing schedule.

1.4.2.7.2 The new price list from the same Supplier / Manufacturer as originally tendered and clearly indicating the items numbered according to the tender pricing schedule and the revised price applicable to each item.

1.4.2.7.3 Detailed calculations indicating how the new price has been established.

1.4.2.7.4 A covering letter on the Contractor's letterhead requesting the contract price adjustment.

1.4.2.7.5 All documentation is to be signed by the Supplier / Manufacturer and by the Contractor.

1.4.2.8 George Municipality will assess such pricelist-based CPA claims and will only approve such claims that are confirmed to be reasonable and market related with reference to the source pricing information provided with the tender and with the CPA application.

1.4.2.9 The successful Contractor shall immediately upon notification of the commencement date of contract submit written application for approval of any adjusted unit prices for the Goods that may have been notified by the Supplier / Manufacturer of the Goods, together with the required supporting documentation. This application will be assessed in accordance with the process laid out above in order to determine approved contract prices at the commencement of the contract.

1.4.2.10 Failure to submit such application within one working week of commencement of contract shall result in the tendered unit prices being applied for initial orders placed following commencement of the contract.

8.4.2.11 In the event of a Contractor changing their Supplier / Manufacturer during the tenure of the contract, no request for price variations will be considered unless the Contractor has obtained prior

approval from George Municipality for the change of Supplier / Manufacturer. Such approval shall include technical approval by the Engineer of the goods supplied by the replacement Supplier / Manufacturer. Technical approval by the Engineer shall be a prerequisite for any change of Supplier / Manufacturer.

1.4.3 Rate of Exchange Variations (Refer to 1.3 above)

1.4.3.1 The Tenderer shall note The Department: Trade and Industry Local Production and Content requirements included with and forming a part of this specification and shall comply fully therewith.

1.4.3.2 If the Contract price is subject to variations in RATES OF EXCHANGE the Tenderer SHALL complete the appropriate section in Section 1.3 and Table 1.3, failing which no claim for contract price adjustment on the basis of rate of exchange variations will be considered.

1.4.3.3 Only Contractors that are directly importing the tendered Goods or component parts of the tendered Goods may claim rate of exchange variations.

1.4.3.4 The price adjustment for variations in the cost of plant and materials imported from outside of South Africa shall be based on the information contained on the schedule titled "**Price Basis for Imported Resources**" (Table 1.3) and as below. The Rand value of Plant and Materials comprising entirely or partly imported content that is inserted on the schedule titled "**Price Basis for Imported Resources**" (column (G)) shall be the rate tendered in the Pricing Schedule, and shall be the value in foreign currency (column (A)) converted to South African Rand (column (C)) by using the closing spot selling rate on the Base Date (seven calendar days before tender closing date) rounded to the second decimal place (column (B)), to which shall be added any Customs Surcharge and Customs Duty applicable at that date (columns (D) and (E)) and any South African manufactured or added content (column (F)). Any mark-up by the Tenderer or other costs not detailed above shall be entirely contained within the South African Content (Column (F)).

1.4.3.5 Column A of Table 1.3 shall detail the actual quotation for the imported Goods or components and shall be substantiated by the original source quotation for such Goods or components. (Source quotation from foreign supplier/manufacturer, see 1.4.2 above). No Contractor mark-up on the foreign currency value of such imported Goods or components is permissible. All Contractor mark-ups shall be included in the South African content, Column F of Table 1.3.

1.4.3.6 The Supplier shall within seven working days from the date of receipt of the purchase order arrange for cover or recovering forward by way of a contract with a bank which is an authorised foreign exchange dealer, the foreign exchange component of the cost of any imported Plant and Materials inserted by the Tenderer on the schedule titled "Price Basis for Imported Resources" (Table 1.3), and submit such Forward Cover quotation to George Municipality for approval. Following such approval the forward cover shall be contracted within a further two working days and a copy provided to George Municipality.

1.4.3.7 The Forward Cover quotation envisaged above shall have a Forward Cover Contract (FCC) Value Date that is directly based upon the required delivery date for the imported Goods or components necessary in order to meet the Contract Delivery Period. Future FCC Value Dates beyond the Contract Delivery Period shall not be acceptable.

1.4.3.8 Based on the evidence provided in Clause 1.4.3.5 above, the value in Rand inserted in column (C) of on the schedule titled "**Price Basis for Imported Resources**" shall be recalculated using the forward cover rate obtained, and any increase or decrease in the Rand value defined in this clause shall be adjusted accordingly, subject to Clause 1.4.3.9 below.

1.4.3.9 The adjustments shall be calculated upon the value in foreign currency in the Supplier's forward cover contract, provided that, should this value exceed the value in foreign currency inserted in column (A) of on the schedule titled "Price Basis for Imported Resources", then the value in column (A) shall be used (or any adjusted value approved in accordance with 1.4.2 above).

1.4.3.10 Any increase or decrease in the Rand value between the amounts of Customs Surcharge and Customs Duty inserted in on the schedule titled "Price Basis for Imported Resources" and those

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amounts actually paid to the Customs and Excise Authorities, which are due to changes in the percentage rates applicable or to the foreign exchange rate used by the authorities, shall be adjusted accordingly.

1.4.3.11 The Tenderer shall state the Customs Duty Tariff Reference applicable to each item and the Supplier shall advise the Municipality's Agent of any changes which occur.

1.4.3.12 Contractors shall take out Forward Cover covering the foreign exchange component of the cost of any imported portion of the Goods ordered on each purchase order issued by the Employer.

1.4.3.13 The process to be followed by Contractors for claims for Rate of Exchange Variations shall be as follows:

1.4.3.13.1 On receipt of a purchase order the Contractor shall arrange for a quotation for Forward Cover from their banking institution.

1.4.3.13.2 This Forward Cover quotation shall be submitted to the Purchaser for approval of the Forward Cover rate within seven days from date of receipt of the purchase order.

1.4.3.13.3 Only once the Forward Cover rate is approved may the Contractor engage in a formalised contract with their banking institution and submit the Forward Cover contract to the Purchaser. This shall be done within two days from the Municipality's approval.

1.4.3.13.4 The Forward Cover Contract shall refer to the purchase order number, shall be signed by both parties (the Contractor and the Banking Institution) and shall be valid until such time as the goods are delivered to the Purchaser.

1.4.3.14 On delivery of the goods to the Municipality the Contractor shall submit the following documentation:

1.4.3.14.1 The Bill of Lading/Waybill/Customs Invoice (clearly indicating the items as identified on the purchase order).

1.4.3.14.2 Calculations detailing the difference in the rate of exchange at the time of entry and the date of tender. These shall be submitted on a covering letter.

1.4.3.14.3 The invoice / credit note for the Rate of Exchange adjustment applicable to the specific order.

1.4.3.15 In exceptional circumstances, and subject to the Employer's explicit approval, Rate of Exchange variations on Goods or components that are imported in bulk in advance in fulfilment of the contract requirements or to create buffer stocks, but not specifically in response to specific purchase orders placed by the Employer in accordance with the contract, shall be based upon whichever of the following two methodologies is more advantageous to the Employer:

- a) Methodology 1: A spot quotation for the Forward Cover Contract rate for the imported portion of the Goods, based upon the FCC Value Date for the particular purchase order(s), as outlined in 1.4.3.13 above.
- b) Methodology 2: The actual Rate of Exchange cost variations incurred in fulfilment of the purchase order(s), fully substantiated by detailed Bills of Lading and Customs Invoice applicable to the particular Goods delivered. The applicable Rate of Exchange shall be the rate as defined on the Customs Invoice for the imported Goods.
- c) Determination of the more advantageous methodology shall be conducted and approved following delivery of the imported Goods or components to the Contractor but prior to delivery of the Goods to the Employer.

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1.4.3.16 Approval of the process detailed in 1.4.3.6 above shall be on an order-by-order basis and application shall be submitted, with required supporting documents, immediately on receipt of the relevant purchase order(s).

1.4.4 **Supplier Price List Variations for Contractors Supplying Goods Imported by Another Party (Refer to 8.2 above).**

Tenderers that intend to purchase the goods from another supplier who in turn is importing the goods shall obtain Firm Prices from this supplier and shall submit the price list in accordance with the process outlined in Clause 8.4.1 above. The updated pricelist shall be submitted to the City within seven calendar days of the date of the purchase order date. (Tenderers are again referred to The Department: Trade and Industry Local Production and Content Requirements included with and forming a part of this specification).

1.4.5 Contract Price Adjustment – General

1.4.5.1 All requests for variation in the contract price shall be submitted in writing as follows:

- By letter to: The Manager: Contract Management Unit, George Municipality, P O Box 19, George, 6530, or
- By email to: rgesterhuysen@george.gov.za and the Contract Manager/Administrator hdiemont@george.gov.za prior to the date upon which the price adjustment would become effective.

1.4.5.2 When submitting an application for contract price adjustment the Contractor shall provide the applicable month's actual indices for the SEIFSA Table No's and Descriptions detailed in Annexure A or the supplier's actual published pricelists applicable to the particular month, and the actual revised rate proposed for each item. A mere notification of an application for contract price adjustment without stating the adjusted price claimed for each item shall, for the purpose of this clause, not be regarded as a valid claim.

1.4.5.3 The Purchaser reserves the right to request the Contractor to submit auditor's certificates or such other documentary proof as it may require in order to verify a claim for contract price adjustment. Should the supplier fail to submit such auditor's certificates or other documentary proof to George Municipality within a period of 30 (thirty) days from the date of the request, it shall be presumed that the supplier has abandoned his claim.

1.4.5.4 Where CPA adjustment claims are investigated and found to be not reasonable, and market related the Municipality reserves the right to reject such claims. Where disputes arise with respect to such rejected claims the municipality reserves the right to invoke the Alternative Contractor provisions of the contract and place orders with the Alternative Contractor until such time as the dispute is resolved.

Annexure A: Contract Price Adjustment

BASE MATERIAL AND LABOUR PRICES (APPLICABLE TO MANUFACTURERS ONLY AND TO SOUTH AFRICAN CONTENT ONLY)

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the base month shall be AUGUST 2024.

Where Tender prices are subject to adjustment the prices quoted shall be subject to price variation based upon the SEIFSA base prices per metric ton or indices for materials and labour detailed below. For the purposes of this tender the base month shall be AUGUST 2023. INDEX CATEGORY:
SEIFSA Table No:
SEIFSA ITEM DESCRIPTION:
Base Month Price / Index:

A: _____ B: _____ C: _____ D: _____ E: _____ LABOUR

TENDER SPECIFICATION FOR 12kV OVERHEAD LINE SWITCHGEAR

12 kV AUTO RECLOSERS

Scope

This specification applies to three phase reclosers with a rated maximum system voltage of up to 27 kV, a maximum continuous current rating of 1000 A, and up to 12.5 kA symmetrical interrupting current rating. The recloser shall have the capability for three phase mechanically ganged switching operations.

The recloser is to be designed for pole mounted or substation installations. All the unit's protection, control, and metering functions shall be electronically controlled within an integrated control unit.

General

The recloser must utilize magnetically actuated operating mechanism and use solid dielectric for insulation. Oil or SF₆ gas is not acceptable as insulating material due to leakage issues. Spring operated and high voltage solenoid mechanisms are not acceptable due to maintenance requirements.

The relay used should have latest features with a large LCD to view single line diagram (SLD) and should have native IEC 61850 protocol with GOOSE messaging capabilities to reduce substation wiring. Control for the recloser shall be the RER615.

Applicable Standards

The recloser and its control must be designed and tested to meet the following standards:

- IEC 62271-111 (2012) & ANSI/IEEE C37.60 (2012)
- Standard Requirements for Overhead, Pad mounted Automatic Circuit Reclosers and Fault Interrupters for Alternating Current Systems
- *ANSI C37.61/ IEEE 321-1973*: IEEE Standard Guide for the Application, Operation and Maintenance of Automatic Circuit Reclosers
- *ANSI/IEEE C37.90.1-1989*: American National Standard Guide for Surge Withstand Capability Tests
- *ANSI/IEEE C37.90.2-1993*: IEEE Trial-Use Standard Withstand Capability of Relay Systems to Radiated Electromagnetic Interference from Transceivers
- *ANSI C37.85-1989*: American National Standard Safety Requirement for X-Radiation Limits for AC High-Voltage Power Switchgear

The manufacturing facility for the recloser must be ISO 9001 and ISO 14001 certified.

Ratings

Parameter	Unit	Value
• <i>Rated max. voltage</i>	kV	27
• <i>Rated lightning impulse withstand voltage (BIL)</i>	kV (peak)	125
• <i>Rated continuous (normal) current</i>	A	1000
• <i>Rated short time withstand current</i>	kA	12.5 for 3sec
• <i>Rated symmetrical interrupting current</i>	kA	12.5
• <i>Rated frequency</i>	Hz	50/60
• <i>Rated operating sequence</i>		O-0.2s-CO-2s-CO-2s-CO
• <i>Auxiliary voltage supply</i>	V	110-240 VAC
• <i>Pollution level as defined in IEC 60815</i>		Very heavy
• <i>Ambient air temperature range</i>	°C	-40°C... +55°C

Construction

1. The operating mechanism of the recloser should be housed inside a stainless steel, painted cabinet with IP55 rating.
2. Maintenance-free, bi-stable magnetic actuator should provide the required force to open and close the vacuum interrupters. The use of a HV solenoid is not acceptable.
3. The solid dielectric, hydrophobic cycloaliphatic epoxy (HCEP) material is preferred as the insulating material as it is shatter-resistant and is proven for superior performance in outdoor applications. SF₆ gas or oil is not acceptable for interruption or insulation purposes.
4. The recloser shall be designed for 10,000 mechanical or load break open/close operations.
5. Provisions shall be included to manual trip the recloser in case of emergency situation. The operating person should be able to easily do the manual tripping by the use of insulated hook stick. When the recloser is manually tripped, a mechanical interlock should get initiated which will block the closing of recloser electrically as well as mechanically to ensure safety of the operating person as well as the system. A separate mechanical resetting lever on the HV cabinet should be provided to reset the interlock.
6. The recloser should have suitable current and voltage sensors to provide protection functions and indicative metering.
7. Operating temperature range shall be -40 °C to +50 °C
8. Each pole of the recloser shall be identical to allow complete replacement of any individual pole, without disassembly or replacement of the other poles. All parts must be field replaceable.

Mechanism

1. The mechanism shall utilize bi-stable direct drive magnetic actuator capable of fast opening and closing operations with a 0.2 second delay. Bi-stable here means that, no operating power is required to hold the unit open or closed. A rechargeable lead acid battery in combination with a tripping capacitor, allowing fast multiple open-closed-open operations, must power the magnetic actuator. Minimum reclose delay time on first reclose shall not exceed 0.2 seconds. The second and third reclosing delay time shall be programmable from 2 seconds onward.
2. Design shall permit multiple operations after loss of primary control voltage to allow deadline operation.

Solid Dielectric Insulation

The insulating dielectric shall be constructed of Hydrophobic Cycloaliphatic Epoxy, or HCEP, a material that has superior hydrophobicity, which is similar to silicone, with the strength of epoxy. Insulation shall not rely on gaseous or liquid dielectric.

The external creepage distance shall be minimum 31mm/kV. Use of boots or screw on bushings to meet creepage is not acceptable.

Vacuum Interrupters

Current interruption shall occur in vacuum interrupters, providing minimum and even contact wear, long life, and maximum reliability. The vacuum interrupters should be of the same make as auto recloser.

Voltage and Current Sensing

1. Suitable current and voltage sensor shall be provided on each phase of the recloser. Output from these sensors is to be sent to the control cabinet for protection and indicative metering.
2. The current sensors shall be current transformers having 600/1 ratio and shall be able to measure current from a range of 2% to 1,000% of rated current. This is necessary to monitor fault duty on the interrupters, and to provide proper oscillography data.
3. The CTs shall not get damaged or open circuited by disconnecting the control cable from an energized recloser.
4. The voltage sensors should be embedded type and provide voltage signals for protection and indicative metering purpose.
5. Control power for the recloser shall be supplied by an external voltage transformer (VT).

Mounting Frame

The recloser mounting frame shall be suitable for single/double pole or in a substation type of configuration. The mounting frame shall include the facility to mount six surge arresters.

Consult factory for type of frame and material style availability.

Control Cable

1. The recloser is to be supplied with a 20 ft (6 m), or 30 ft (9 m), or 40 ft (12 m) control cable interface from the recloser to the electronic control cabinet. A 20 ft (6 m) cable is required for substation frames.
2. The control cable must be supplied with a sufficient number of conductors to accommodate current and voltage sensing wiring to the electronic control (note: recloser voltage sensors do not provide control power to the relay).

Electronic Control

Cabinet Construction

1. The control cabinet should be of stainless steel and should have door handle with three-point latch.
2. The control cabinet must be of sufficient size to accommodate the addition of a radio, modem, PLC, or customer SCADA wiring.

Battery Backup/UPS

1. Control power for the recloser shall be supplied by an external voltage transformer (VT). Supply of auxiliary voltage transformer shall be in purchaser's scope.
2. The control cabinet is to include battery pack of sealed lead acid batteries, capable of providing up to 24-hours of carryover upon loss of AC source power. During this maximum 24-hour period, the batteries shall be capable of providing up to 100 open and close operations.
3. The batteries must be charged by a temperature compensated charging circuit, allowing the battery to charge at an optimal rate, extending battery life.
4. The battery charger must be an integral component in the control cabinet. Battery health indication should be available for mapping with SCADA.
5. The unit shall be capable of periodic automatic battery tests.
6. A suitable auxiliary output for powering radios/modems shall be provided.
7. The integrated uninterruptible power supply (UPS) shall operate over the range: 110 or 240 VAC.

Control Features

ANSI code	Protection Function
51P-1	Three-phase non-directional overcurrent protection, low stage

51P-2	Three-phase non-directional overcurrent protection, high stage
50P/51P	Three-phase non-directional overcurrent protection, instantaneous stage
67-1	Three-phase directional overcurrent protection, low stage
67-2	Three-phase directional overcurrent protection, high stage
51N-1	Non-directional earth-fault protection, low stage
51N-2	Non-directional earth-fault protection, high stage
50N/51N	Non-directional earth-fault protection, instantaneous stage
67N-1	Directional earth-fault protection, low stage
67N-2	Directional earth-fault protection, high stage
21YN	Admittance based earth-fault protection
32N	Watt metric-based earth-fault protection
51NHA	Harmonics based earth-fault protection
46	Negative-sequence overcurrent protection
46PD	Phase discontinuity protection
59G	Residual overvoltage protection
27	Three-phase undervoltage protection
59	Three-phase overvoltage protection
47U+	Positive sequence undervoltage protection
47O-	Negative-sequence overvoltage protection
81	Frequency protection
59F	Three-phase thermal protection for feeders, cables and distribution transformers
51BF/51NBF	Circuit breaker failure

	protection
68	Three-phase inrush detector
94/86	Master trip
MAP	Multi-purpose protection

Measurements

IA,IB,IC	Three-phase current
	Demand metering, Max/Min metering
I1, I2, I0	Sequence current
IG	Ground current
VA,VB,VC	Three-phase voltage, source
VA,VB,VC(2)	Three-phase voltage, load
V1,V2,V0	Sequence Voltages, Source
P,E	Three-phase power and energy (incl. cos j)
f	Frequency
DFR	Disturbance recorder
SER	Sequence of Events (SER)
FLTMSTA	Fault Recorder

LEDs

- Recloser Open / Close
- Over current pickup
- Earth fault Pickup
- Auto recloser Ready
- Battery Status
- AR in function/Locked out.
- Condition monitoring
- **Based on the application, each of programmable alarms LED should be able to be reprogrammed.**
- Possibility to have a user definable text for each alarm LED.
Each LED should be able to be set separately based in the application i.e. blinking before acknowledgement, steady signal etc.

The following user interface is required:

- A large multiple line display having facility to indicate the CB position in the form of SLD is required.
- All protective functions, data records, metered values are to be accessible and configurable through the front panel.
- Possibility of block any protective setting or deletion of record data by use of password.

ANSI, IEC, User Programmable and Recloser curves must be provided:

- Each curve shall be capable of being shifted vertically (time delay) or horizontally (pickup multiplier) or modified with a curve adder and definite time adders.
- Directional protection and alarming
- Under and over voltage protection and alarming - single and three-phase
- Under and over frequency protection and alarming

Controller Analog Inputs:

- Controller should have 3 CT inputs.
- The IEDs should feature draw-out-type design in such a way that without removing existing wires front part of IED should be easily withdrawn short-circuiting the main CTs.

The control must have the following communication features:

- Each control shall be individually addressable via the communications protocol selected. No external gateway or router shall be necessary.
- Control shall be programmed from Front Panel using Ethernet RJ45
- Optional Isolated RS-232, RS-485 and additional Ethernet RJ 45 shall be provided for communication.
- The control must be supplied with native IEC 61850 protocol, without any additional external hardware/converter.
- For fast tripping purpose, controller needs to have GOOSE according to IEC61850 Type 1, Class P1 (<10ms)
- Only common, open protocols are to be supplied. No proprietary or modified protocols are allowed.
- Controllers need to have Local and Remote User authorization. At least 4 different user groups must be supported: Viewer, Operator, Engineer, and Administrator.
- For Local access via controller HMI, password and for Remote access password is mandatory.
- Passwords need to support: Numbers, Letters, Space, Special characters.

PRICE SCHEDULE

Pricing Instructions:

All prices shall be tendered inclusive of VAT and including customs or excise duty and any other duty, levy, or other applicable tax.

All prices shall be tendered in accordance with the units specified in this schedule.

All prices tendered must include all expenses, disbursements and costs (e.g. transport, overheads, accommodation etc) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

Item no	Description	Unit	Unit price delivered and off loaded (Inclusive of VAT) (R)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
1	12 kV Auto Recloser complete as per specification	each		
2	Training for min 5 personnel	5		

TENDER SPECIFICATION FOR

12kV OVERHEAD LINE SWITCHGEAR

LOAD BREAK SWITCH (SECTIONALIZER)

GENERAL REQUIREMENTS

The load break switch is a 3-phase device required to sectionalize an overhead Medium Voltage line either by operating the switch manually from ground level, or remotely where a motorized mechanism is specified. The switch shall be capable of breaking load current and making fault current at the specified levels and at the specified voltage, on all 3 phases simultaneously. Two-way or three-way switching may be specified. Where specified, the switch shall be equipped with integral earthing facilities. The switching and earthing components of the device shall be metal-enclosed and operate under pressurized SF6 which shall be the insulating and quenching medium. The external portion of the MV bushings shall be of silicon rubber. Current transformers, where specified, shall be ring-type and housed in the bushing turrets.

SWITCHGEAR DESIGN CRITERIA

The switchgear shall generally comply with NRS 012.

The equipment offered shall comprise the Manufacturer's standard equipment, the reliability of which has been thoroughly proved in service.

APPLICABLE STANDARDS

Load break switches shall comply with the following standards where applicable: -

SANS 60129 (IEC 60129) - AC disconnectors and earthing switches

SANS 60265-1 (IEC 60265-1) - HV switches for rated voltages above 1kV and less than 52kV.

IEC 60694 - Common specification high-voltage switchgear and control gear standards.

ANSI/IEEE C37.63 - IEEE Standard requirements for overhead, pad-mounted, dry vault, and submersible automatic line sectionalizers for AC systems

ANSI/IEEE C37.71 - Three-phase, manually operated subsurface load-interrupting switches for alternating-current systems.

GB 3804 - A.C. high voltage switches for rated voltages from 3kV to 63kV

GB/T11022 - Common specification for high voltage switchgear and control gear standards

RATINGS

Load break switches shall be rated as follows: -

Rated voltage - 24 kV

Rated normal current - 630 A

Rated frequency - 50 Hz

Lightning impulse voltage 1,2/50s - between phases & to earth - 125 kV.
 - across the isolating distance - 145 kV

Power-frequency voltage 1 min, wet - between phases & to earth - 50 kV
 - across the isolating distance - 60 kV

Rated short-time withstand current rms - 20 kA, 3s.

Short-circuit making capacity - 50 kA, peak.

Rated breaking current - 630 A

Mechanical endurance: minimum - Main Switch - 5000 CO operations
 - Earthing Switch - 2000 CO operations

TYPE TESTING

All components and accessories shall have passed the type tests laid down in the appropriate specifications. The Tenderer shall submit with his tender, copies of the results of all type tests and certificates of rating, including making and breaking capacity, short time rating (for 3 seconds), capacitive switching rating, internal arc withstand, and impulse withstand voltage. The tests shall have been conducted by an internationally recognised testing authority and approved by the Engineer. TENDERS WILL NOT BE CONSIDERED UNLESS THE REQUIRED CERTIFICATES HAVE BEEN SUBMITTED. The certificates shall cover the high voltage type tests on a completely assembled load-break switch including current transformers.

The equipment offered shall be identical to the equipment covered by the type tests and the load-break switch offered shall be assembled in the same factory as the type tested one. All primary components of the switchgear shall be made and assembled by the same manufacturer.

Proof attached	Yes		No	
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SPECIFIC REQUIREMENTS

Mechanism: A ganged opening and closing mechanism shall be spring assisted to operate the three poles simultaneously. The same arrangement shall apply to integral earthing switches where fitted.

Manual operation: An opening and closing lever shall be operable by means of a link stick from ground level. Where an earthing switch is fitted the same arrangement shall apply.

Indication: Light-reflecting, mechanical indicators, to show clearly and unambiguously from ground level (even at night during heavy rain) the status of each internal switch, i.e. Open, closed or earthed, shall form part of the load-break switch mechanism and be coupled directly to the operating shaft. Indicators shall conform to the following: -

<u>STATUS</u>	<u>SYMBOL</u>	<u>COLOUR</u>
Open	O	Green
Closed	I	Red
Earthed	⚡	Yellow

Density gauge: Where specified, an SF6 gas density gauge, readable from ground level, shall be fitted to the tank to verify the internal SF6 gas pressure and to show the acceptable range in green and the under-pressure range in red.

Motor Operation: Where specified, a motor drive shall be fitted to the load-break switch mechanism box. The motor drive can be factory fitted, if so ordered, or ordered separately and retrofitted to manually operated load-break switches, where upgrading to motor operation is required. The motor shall be rated for 12V DC operation. Only manual earthing switches shall be fitted to load-break switches with a motorized mechanism.

Electrical control cabinet: Where specified, an electrical control cabinet shall be supplied for pole-mounting underneath the load-break switch at 2-3 m above ground level. The cabinet shall be constructed of stainless or hot-dipped galvanized steel of minimum 3mm thickness, with a full height and width door which can be locked with a 10mm padlock. The cabinet shall house relevant control circuit components (heater – at least 40W, protection MCB, push button, local/remote selector switch, etc) and a 12V battery of sufficient storage capacity to open and close the load break switch 10 times and an automatic charger wired for 220V AC supply.

SCADA interface: Where an electrical control cabinet is specified, as above, sufficient space should be left to house the remote control and communications interface to be supplied by others. The space required for this purpose will be a maximum of 300x200x200mm. The following normally open contacts shall be fitted by the Supplier within the cabinet as inputs to the communications interface: -

“Load-break switch open”

“Load-break switch closed”

“Remote operation selected”

“Local operation selected”

“Motor DC trip”

“Battery Charger 220V supply failure”

“Cabinet door open”

Normally open contacts, closed via remote control, shall be provided by others to be wired in series with the following load break switch control circuits when selected to “remote” : -

“Open load break switch”

“Close load-break switch”

Control Cable

An 8m control cable to link the motor to the electrical control cabinet, shall be provided where motor drive is specified.

Current Transformers: Where specified, current transformers shall be of the ring-type with solid insulation and incorporated into the bushing turrets. A shielded cable, 5m long, shall be provided and connected at one end to the CT secondaries, with the other end made off with terminal lugs and ferruled to clearly indicate the phase (R,Y,B) and polarity (P1 and P2) of each pair of secondary leads.

Ratings of CT's shall be: -

Ratio: 400/1

Class: 5P10

Burden: 3VA

CONFIGURATION OPTIONS

The Supplier, where possible, should offer the following options for various configurations of load break switch which may be required: -

ITEM No.	DESCRIPTION
<u>OPTION 1: MANUALLY OPERATED SWITCHES</u>	
A.1.7.1	24kV, 630A, 20kA, 2-position 2-way load break switch, without integrated earth. Silicone rubber insulators and manually operated only.
A.1.7.2	24kV, 630A, 20kA, 3-position 2-way load break switch, with integrated earth. Silicone rubber insulators and manually operated only.
A.1.7.3	24kV, 630A, 20kA, 3-position 3-way load break switch, with integrated earth. Silicone rubber insulators and manually operated only.
<u>OPTION 2: MANUALLY OPERATED, MOTORIZED & REMOTE-CONTROLLED SWITCHES</u>	
A.1.7.4	24kV, 630A, 20kA, 2-position 2-way load break switch, without integrated earth. Silicone rubber insulators. Complete with manual and motorized local control and electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others. 3 current transformers in bushings
A.1.7.5	24kV, 630A, 20kA, 2-position 3-way load break switch, without integrated earth. Silicone rubber insulators and complete with manual and motorized local control and electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others. 3 current transformers in bushings
A.1.7.6	24kV, 630A, 20kA, 3-position 2-way load break switch, with integrated earth. Silicone rubber insulators and complete with manual and motorized local control and electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others. 3 current transformers in bushings
A.1.7.7	24kV, 630A, 20kA, 3-position 3-way load break switch, with integrated earth. Silicone rubber insulators and complete with manual and motorized local control and electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others. 3 current transformers in bushings

PAINT COLOURS AND FINISHES

The exposed metal surfaces of load-break switches shall be painted with anti-corrosive paint suitable for coastal conditions. The colour of the final coat of paint shall be to SANS 1091, G29 Light Grey. All nuts, bolts, washers, etc which are fitted after fabrication shall be painted as described above.

RATING PLATE

A manufacturer's rating plate shall be fixed to the exterior of the load-break switch which shall state the rated voltage and rated making and breaking current as well as current transformer details where fitted.

TECHNICAL LITERATURE

The Tenderer shall submit copies of manufacturer's brochures and/or drawings as well as specifications describing the design and operation of the load-break switches offered.

COMPLIANCE WITH SPECIFICATION

All apparatus should comply with this Specification. Any departures from the requirements of this Specification shall be stated in the Schedules and may be accepted at the Engineer's discretion.

PRICE SCHEDULE

Pricing Instructions:

All prices shall be tendered inclusive of VAT and including customs or excise duty and any other duty, levy, or other applicable tax.

All prices shall be tendered in accordance with the units specified in this schedule.

All prices tendered must include all expenses, disbursements, and costs (e.g., transport, overheads, accommodation etc) that may be required in and for the execution of the work described in the Specification, and shall cover the cost of all general risks, liabilities and obligations set forth or implied in the Contract as well as overhead charges and profit (in the event that the tender is successful). All prices tendered will be final and binding.

Item no	Description	Unit	Unit price delivered and off loaded (Inclusive of VAT) (R)	Tendered Delivery Period from date of Official Purchase Order (Weeks)
1				
1.1	2-position,2-way, manual operation, without integral earthing,	each		
1.2	3-position, 2-way, manual operation, with integral earthing	each		
1.3	3-position 3-way, manual operation, with integral earthing	each		
1.4	2-position,2-way, without integral earthing. Motorized and manual local operation. Electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others 3 current transformers in bushings.	each		

1.5	3-position,2 -way, with integral earthing. Motorized and manual local operation. Electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others 3 current transformers in bushings.	each		
1.6	3-position,3 -way, with integral earthing. Motorized and manual local operation. Electrical control cabinet equipped for remote control, but SCADA interface equipment to be supplied by others 3 current transformers in bushings.	each		
2	Voltage regulator 1PH; 11kV; 200A; for Delta Operation; to Eskom Spec.	each		

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: _____

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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: **MR JACQUES LAWRENCE**

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
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE / SWORN AFFIDAVIT (FORM EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
Are You The Accredited Representative In South Africa For The Goods / Services / Works Offered?	<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

1. TAX COMPLIANCE REQUIREMENTS		
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 WWW.SARS.GOV.ZA .		
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.		
2. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS [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
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.		

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?):	
3.4	Company Registration Number:	
3.5	Tax Reference Number:	
3.6	VAT Registration Number:	
3.7	The names of all directors / trustees / shareholders / members, their individual identity numbers and state employee numbers (where applicable) must be indicated in paragraph 4 below.	
3.8	Are you presently in the service of the state?*	YES / NO
3.8.1	If yes, furnish the following particulars:	
	Name of person / director / trustee / shareholder member:	
	Name of state institution at which you or the person connected to the bidder is employed:	
	Position occupied in the state institution:	
	Any other particulars:	
	

<p>3.9 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>YES / NO</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>YES / NO</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>YES / NO</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>YES / NO</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>YES / NO</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>.....</p>	<p>YES / NO</p>

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
 - 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.

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

- (a) Price;
- (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
BBBEE	10
SPECIFIC GOALS	10
Total points for PRICE and SPECIFIC GOALS	100

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmax = 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 BBBEE certificate, failure to attach no points will be awarded for BBBEE 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’s 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.

George Municipality will reserve the right to use any and all available information at its disposal, including conducting site visits and inspections to verify a bidder’s claim of having a local office within the George Municipal area.

The principle of substance over legal form, as defined in the Standards of Generally Recognised Accounting Practice (GRAP), will be applied in such assessments. (This means that even though a bidder may present a rental agreement, the claim of having a local office will be assessed in its actual substance and not by only accepting the legal documentation.)

The purpose of the locality points is to promote local economic development within the George Municipal area and any bidder attempting to circumvent the substance of this initiative through any means, including by means of fronting, will be reported to the National Treasury for blacklisting on the Central Supplier Database (CSD).

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 BBBEE must complete the following:

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

5.1. Contribution to BBBEE: =(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. **Contribution to specific Goals: =(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.

..... SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

SWORN AFFIDAVIT – BBEE EXEMPTED MICRO ENTERPRISE

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

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

Enterprise Name	
Trading Name	
Registration Number	
Enterprise Address	

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

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

- The entity is an empowering supplier in terms of **the dti** Codes of Good Practice.
- 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.
- The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date:

Commissioner of Oaths
Signature & stamp

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION

FORM IS TRUE AND CORRECT.

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

.....

Signature

.....

Date

.....

Position

.....

Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

TENDER NUMBER: ENG014/2024 -APPOINTMENT OF A SERVICE PROVIDER FOR THE SUPPLY AND DELIVERY OF ELECTRICAL 12kv OVERHEAD LINE SWITCHGEAR, AS AND WHEN REQUIRED, FOR A PERIOD OF THREE YEARS, FROM DATE OF APPOINTMENT

in response to the invitation for the bid made by:

GEORGE MUNICIPALITY

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

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

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

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

CERTIFICATE FOR MUNICIPAL SERVICES (COMPULSORY TO COMPLETE)

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

Tender Number: ENG014/2024
Name of the Bidder: _____

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

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

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

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

I, _____, the undersigned,

(full name in block letters)

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

Signature

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

at _____ on the _____ day of _____ 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:

- 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.