



MBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY					
BID NUMBER:	82 / 2023	CLOSING DATE:	01 NOVEMBER 2023	CLOSING TIME:	12H00PM
DESCRIPTION	APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR UPGRADING OF 66KV BREAKERS AT LEVUBU AND BEAUFORT SUBSTATION				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).					

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS

POSTAL ADDRESS:
PRIVATE BAG X 2596, MAKHADO, 0920
STREET ADDRESS
CIVIC CENTRE, 83 KROGH STREET, MAKHADO.0920

SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
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 B:3]		
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE	R	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED					

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:		TECHNICAL INFORMATION MAY BE DIRECTED TO:	
DEPARTMENT	BUDGET AND TREASURY	CONTACT PERSON	MR T MAGALELA
CONTACT PERSON	MS P MUDAU	TELEPHONE NUMBER	015 519 3000
TELEPHONE NUMBER	015 519 3044	FACSIMILE NUMBER	015 516 6145
FACSIMILE NUMBER	015 516 6145	E-MAIL ADDRESS	tshifhiwamag@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:	
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.	
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE	
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.	
2. TAX COMPLIANCE REQUIREMENTS	
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.	
2.2. 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.	
2.3. 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 .	
2.4. FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.	
2.5. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.	
2.6. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.	
2.7. WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.	
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> 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 2.3 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:

Kolisi explains how Boks got the job done

Nienabar praises Kolbe’s crucial role

The Springboks earned the right to meet England in Saturday’s Rugby World Cup semifinal, but it required a per-

formance of real grit to edge France 29-28 in a tense quarterfinal in Paris on Sunday. France and SA delivered some scintillating and brutal rugby, with the game on a knife’s edge in the closing minutes. The match did not have the extreme skill level and technical excellence of Saturday’s quarterfinal between the All Blacks and Ireland, but for tension and nerve-jangling suspense it served up a classic.



Just when it looked like the Springboks would fail to find that extra gear to make up a

six-point deficit, the excellent Eben Etzebeth was as long of stride as he was of desire.

His converted try with 13 minutes to go gave the Boks a one-point lead before Handré Pollard landed a long-range penalty to stretch it to four. Though Thomas Ramos added another penalty to bring the hosts to within a point again, France had no more to offer.

In the Bok pack, Etzebeth, Bongi Mbonambi, Pieter-Steph du Toit and Frans Malherbe played leading roles from the start, while Kwagga Smith and Ox Nché upped the energy and urgency in the second half.

The way the Boks maintained their integrity in defence helped to break French resolve for the 10 minutes after the break that Etzebeth was in the sin bin.

At the back, Cheslin Kolbe proved a thorn in France’s flesh, while centres Damian de Allende and Jesse Kriel were equally effective in attack and defence.

Kolbe’s first-half try had SA delirious, while his charge-down of Ramos’s attempted conversion after Peato Mauvaka’s try proved to be crucial in the final analysis.

“Cheslin’s charge-down, you don’t see that often, somebody chasing a lost cause,” Bok head coach Jacques Nienaber said.

“...the effort the players put in was enormous.”

Captain Siya Kolisi said. “Yeah, I think a lot of questions were asked of us as a group by the French team. The character of the boys stood out.

“We knew how hard they were going to be. They were tough to stop with 15 men, so imagine how hard it was with 14,” Kolisi said about the 10 minutes that Etzebeth found himself in the sideline.

REPORTING FROM THE



Liam Del Carme



RUGBY WORLD CUP FRANCE 2023



Our coverage of the Rugby World Cup is generously supported by Jonsson Workwear

Tender Notice and Invitation to Tender

Public Environment Upgrade project in the Park Station Precinct

- Civil and Structural Engineers: Contract Number: JDA PSPEU CSE001/2023
- Urban Designers/Architects: Contract Number: JDA PSPEU UDA001/2023

The JDA is requesting proposals from experienced and suitably qualified Civil and Structural Engineers As well as Urban Designers/Architects for the planned Public Environment Upgrade project in the Park Station precinct, with specific focus on “Universal Accessibility” (UA) to the existing and the newly built Rea Vaya BRT’s Park Stations for a period of thirty-six (36) months.

Queries relating to procurement matters may be addressed to Ms. Lerato Ntuli at Lntuli@jda.org.za.

Technical queries or queries relating to the project may be addressed to Thabelo Ratshilumela, e-mail: tratshilumela@jda.org.za.

A compulsory tender briefing session with representatives of the Employer will take place at the Johannesburg Development Agency, The Bus Factory, 3 Helen Joseph Street, Newtown on 24 October 2023 starting at 11h00.

Documents may be downloaded from the JDA’s website as follows: www.jda.org.za as well as on www.etenders.gov.za from 17 October 2023. Tenders must only be submitted on the tender document that is downloaded from the stipulated websites only. The retyping of the tender document is not permitted.

The closing time for receipt of tenders is 12:00pm on 15 November 2023. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.

The physical address for the delivery of tender documents is Johannesburg Development Agency, Ground Floor Reception Area, The Bus Factory, 3 Helen Joseph Street (formerly President Street), Newtown 2000.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

The JDA’s selection of qualifying tenders will be at the JDA’s sole discretion and will be final. The JDA does not bind itself to accept any particular tender and correspondence will be entered into with successful tenderer.

“WE ENCOURAGE ALL PEOPLE DOING BUSINESS WITH US TO REPORT ANY CORRUPT OR ILLEGAL PRACTICE, USING THE ANTI-FRAUD HOTLINE NUMBER: 0800 002 587”



Johannesburg

a world class African city




JDA

Johannesburg Development Agency


3 Helen Joseph Street
(formerly President Street),
Newtown,
2000

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GAUTENG

GAUTENG GROWTH AND DEVELOPMENT AGENCY



GGDA

GAUTENG GROWTH AND DEVELOPMENT AGENCY

GGDA TENDERS

The Gauteng Growth Development Agency (GGDA) is the implementing arm of the Gauteng Department of Economic Development (GDED). It is mandated to assist the department to lead, facilitate and manage sustainable job creation and inclusive economic growth and development in the Gauteng City Region

GGDA seek to appoint service providers with expertise and experienced to render the following services as outlined in the below table for each respective tender: -

ALL Tender documents are free and obtainable from the GGDA website: www.ggda.co.za

NB: Bidders to adhere to the pre-qualification as outlined in each tender document respectively

All enquiries relating to this tender may be addressed via email to the respective individuals as outlined in each bid document.


TENDER NO.	TENDER DESCRIPTION	PRE-QUALIFICATION (See Details in the Tender Document)	BRIEFING SESSION DATE	CLOSING DATE
GGDA/06/2022-2023/TRANSACTION ADVISORY	THE APPOINTMENT OF A TRANSACTION, FINANCIAL, PROPERTY AND REIT ADVISORY SERVICES, SEZ ESTABLISHMENT AND TECHNICAL SUPPORT TO THE LANSERIA SMART CITY PROJECT		25 TH OCTOBER 2023 AT 11H00 Venue – see bid document	17 TH NOVEMBER 2023 AT 11H00

TENDER SUBMISSION BOX:

Tender responses need to be placed into the GGDA tender bid box that is available from Monday to Friday during working hours (08:00 to 16:30) at the GGDA OFFICES, 15TH FLOOR, 124 MAIN STREET, JOHANNESBURG, as per each tender Closing date as outlined on the table above. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.


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MAKHADO

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TENDER NOTICE

All suitable service providers are hereby invited to bid for the below mentioned projects. Bidders are requested to bid as per specification attached to the bid documents that will be obtainable **20 October 2023 at non –refundable amount of R600.00** per document at the Procurement Office No. B043 Ground Floor, 83 Krogh Street, Civic Center, Makhado or can be downloaded from e-tender portal for free <https://etenders.treasury.gov.za/content/advertised-tender> or www.makhado.gov.za.

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
81 OF 2023	Appointment of Electrical Contractor for the Upgrade of Cricket Club Substation Fencing	80/20 preferential points with functionality	• CIDB grading 01SQ or higher	Director Technical Services: Ms. DG Siboiboi or Mr. T Magalela at 0155193000	Ref: 8/3/2/2013 Notice no: 135/2023	01 November 2023 at 12H00pm
82 OF 2023	Appointment of Electrical Contractor for The Upgrading of 66KV Breakers at Levubu and Beaufort Substations	80/20 preferential points with functionality	• CIDB grading 02EP or higher • Certified copy of a valid ORHVS certificate, with modules 1 to 10 or HVO-level 04 • A certified copy of a valid wiremen's license (three phase/master installer) • A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or ME (installation or master electrician) number	Director Technical Services: Ms. DG Siboiboi or Mr. T Magalela at 0155193000	Ref: 8/3/2/2014 Notice no: 136/2023	01 November 2023 at 12H00pm
83 OF 2023	Appointment Of Electrical Contractor for Upgrading of Levubu-1 Line from Wooden Poles to Cement Poles	80/20 preferential points with functionality	• CIDB grading 06EP or higher • Certified copy of a valid ORHVS certificate, with modules 1 to 10 or HVO-level 04 • A certified copy of a valid wiremen's license (three phase/master installer) • A letter/certificate as proof of being registered with the department of labour as an electrical contractor with IE or ME (installation or master electrician) number • Attach latest three (3) years audited annual financial statements (only those that are required by law to be audited)	Director Technical Services: Ms. DG Siboiboi or Mr. T Magalela at 0155193000	Ref: 8/3/2/2015 Notice no: 137/2023	20 November 2023 at 12H00pm

Completed bid documents signed by a duly authorized person, sealed in an envelope clearly marked “As mentioned above” must reach the undersigned by depositing it into the tender box at the foyer of the main entrance to the Civic Centre by not later than “As mentioned above” when all tenders received will be opened in public in the Council Chamber, Ground Floor, Civic Centre, No.83 Krogh Street, Makhado.

The Municipality is not bound to accept the lowest or any bid and reserves the right to accept any part of a bid. Bids must remain valid for a period of ninety (90) days after closing date of submission thereof. Submitted tenders will be evaluated as per above mentioned table.

Bids which are late, incomplete, unsigned, or submitted in pencil or by telegraph or facsimile or electronically by e-mail, or not having the following documents attached for evaluation or not complying with the tender specifications, will not be evaluated, and will be disqualified:

- Valid Tax compliance status pin issued by SARS
- A copy of company registration documents (CK)
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months certification.
- Attach proof of payment for municipal rates not owing for more than (03) months or formal lease agreement for rental premises or letter from the traditional authority in cases of non-ratable areas. (Attach for both entity and directors of the company)
- Copy of central supplier database (CSD) report.

NB:

- All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).
- A copy of a certificate copy will not be accepted.

All procurement enquiries should be directed to Ms. P Mudau or Mr. M Ramabulana at Tel no. (015) 519 3044/3024

Civic Centre
83 Krogh Street
MAKHADO

MR KM NEMANAME
MUNICIPAL MANAGER

METSIMAHOLO LOCAL MUNICIPALITY

ERRATUM

With reference to the notice no: **05/2023/24** of the advert which was published on the **Sowetan newspaper dated 10 October 2023**, the municipality would like to inform all the prospective bidders that MLM 01/2023/24 Appointment of a contractor for the upgrading of Sasolburg water pump station the required CIDB is 6 ME/EP or higher and not 6 ME/PE or higher.

The municipality would like to apologise for any inconvenience caused.

MR F.J MOTLOUNG - ACTING MUNICIPAL MANAGER

Second stage – Evaluation of functionality:

Responsive tenders will then be evaluated on functionality. The minimum score for functionality is 70%, and a bidder who scores below this minimum shall not be considered for further evaluation in terms of the preference point system.

FUNCTIONALITY SCORING TABLE

Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum Score
A	<u>Experience & Reputation on Substation Upgrading/new projects</u> The tenderer must submit four (4) projects of similar nature relevant to this tender in order to qualify for maximum points. N.B: The following signed proofs with valid names and contact details MUST be attached: <ul style="list-style-type: none">Appointment letters , Referral letters and Completion certificates to confirm completeness of the project	One (1) project of similar nature completed	10	40
		Two (2) project of similar nature completed	20	
		Three (3) projects of similar nature completed	30	
		Four (4) projects of similar nature completed	40	
		Score Obtained = (Out of 40)		
Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum Score
B	<u>Financial Capacity</u> Tenderer to submit proof of bank rating not older than three (3) months. Bank rating should be of the lead partner in case of Joint venture. Note: points will not be allocated if proof not attached.	Bank rating A	10	10
		Bank rating B	8	
		Bank rating C	5	
		Score Obtained = (Out of 10)		
Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum Score

	<u>Specific Personnel Knowledge</u>	<u>Project Manager</u> <u>Total Points:10</u>		
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C₁	Certified copies of Academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated (include the organogram of the project team)	<ul style="list-style-type: none"> • N. Dip: Electrical Engineering with less than 5 years' experience, AND Curriculum Vitae showing experience in Electrical Engineering 	3	10
		<ul style="list-style-type: none"> • N. Dip: Electrical Engineering with 5 or more years' experience. and Curriculum Vitae showing experience in Electrical Engineering 	5	
		<ul style="list-style-type: none"> • N. Dip: Electrical Engineering with more than 3 years' experience and with valid registration as a Project Management Professional (PMP-PMI) / Construction Management Professional (SACPCMP- Pr CMP) AND • Curriculum Vitae of Project Manager to be attached for points scoring. 	10	
		Score out of 10	=	
Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum score
C₂	<u>Specific Personnel Knowledge</u> Certified copies of Academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated (include the organogram of the project team)	<u>High Voltage/Medium Voltage Construction Supervisor.</u> <u>Total Points: 15</u>		

		<ul style="list-style-type: none"> Authorized Person with valid ORVHS (level 1-4) certificates and 5 years' experience working on 22kV networks. AND Curriculum Vitae of person to be attached for points scoring. Non submission or submission of one of the above will result in no points allocated. 	10	15
		<ul style="list-style-type: none"> Authorized Person with valid ORVHS (level 1-4) certificates and 10 years' experience working on 22kV networks. Curriculum Vitae of person to be attached for points scoring. Non submission or submission of one of the above will result in no points allocated. 	15	
		Score out of 15	=	
Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum Score
C ₃	<u>Specific Personnel Knowledge</u> Certified copies of Academic qualification certificates need to be attached for functionality points scoring otherwise no points will be allocated (include the organogram of the project team)	<u>Low Voltage Construction Supervisor.</u> <u>Total Points: 15</u>		15
		<ul style="list-style-type: none"> Installation electrician with valid wireman's license AND CV must indicate experience 3 - 5 years' experience. Curriculum Vitae of person to be attached for points scoring. Non submission or submission of one of the above will result in no points allocated. 	10	

		<ul style="list-style-type: none"> • Installation electrician with valid wireman's license. AND CV must indicate experience more than 5 years' experience. Curriculum Vitae of person to be attached for points scoring. Non submission or submission of one of the above will result in no points allocated. 	15	
		<hr/> Score out of 15 <hr/>	=

Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight	Maximum Score
D	<u>LIST OF PLANT</u> Tenderer to submit proof of ownership with certifications not older than 3 months and in case of hiring, a letter of intent must be	<u>Required plant</u> <u>Total points: 10</u>		10
		1 or more Truck	02	
	submitted with proof of ownership with certification not older than three months.	2 or more LDVs	03	
		1 x crane truck	05	
		Score out of 10	=

N.B Bids scoring less than 70% for quality criteria will not be considered

Key functionality areas	Evaluation Criteria	Scoring Criteria	Weight (max)	SCORED
A	Company Experience	Years, relevance, proofs	40	
B	Financial Capacity	Grading	10	
C ₁	Specific Personnel Knowledge	Project Manager	10	
C ₂	Specific Personnel Knowledge	HV/MV Supervisor	15	

C ₃	Specific Personnel Knowledge	LV Supervisor	15	
D	Required Plant	Transport, equipment, machinery	10	
TOTAL WEIGHT IN POINTS			100	
TOTAL FUNCTIONALITY POINTS SCORED				

BILL OF QUANTITIES: SUPPLY, DELIVER, INSTALL AND COMMISSIONING OF 2X 66kV SF6 OUTDOOR CIRCUIT BREAKERS AT LEVUBU AND BEAUFORD SUBSTATIONS FOR MAKHADO MUNICIPALITY FOR THE FINANCIAL YEAR 2023/2024

EQUIPMENTS SPECIFICATIONS

Quantity	2 x Breakers
Circuit breaker type EDF SK 1-1	Operation device type FSA (1F)
Voltage 72.5KV	Breaking current 31.5KA
Lightning imp. With. Voltage 325KV	Dc components 44%
Switching imp. With. Voltage -KV	First-pole-to-clear factor 1.5
Power frequency with. Voltage 140KV	Making current 79KA
Frequency 50Hz	Short- time current 3 ^s 31.5KA
Normal current 2500A	Line charging breaking current 10A
Gas pressure SF6 abs(+20°C)	Operation sequence O-0.3s-CO- 3min-CO
Max working pressure 0.9MPa	Temperature class - 30°C
Filling 0.7MPa	
Signal 0.62MPa	
Blocking 0.6MPa	
Volume per pole 18L	

SCOPE OF WORK

- Supply, delivery, installation, and commissioning 2x 66kV SF6 outdoor circuit breakers at Levubu and Beauford substation.
- Dismantling the specified old materials and equipment and delivering to the Municipal electrical workshop
- Commissioning the completed installation.
- Performing the tests results on commissioning
- Supply SF6 refilling device for filling only and that will be used on the type of breaker of the above specification.
- Grading of the installed breakers in coordination with Main Substation

- Hiring of crane is the responsibility of the service provider.
- Old breakers must be transported to Makhado Municipality Electrical workshop.
- All test results and breaker manuals to be submitted to Makhado Municipality.

BILL OF QUANTITIES: UPGRADING OF 2 X 66kV SF6 OUTDOOR CIRCUIT BREAKERS AT LEVUBU AND BEAUFORD SUBSTATION

		SECTION A : PRELIMINARY AND GENERAL (P&G)			
ITEM	P & GS	DESCRIPTION	UNIT	RATE	AMOUNT
		SCHEDULE A - PRELIMINARY AND GENERAL (P&G)			
1.1		SITE ESTABLISHMENT: Allow for complying with all general and Special Condition of Contract, labour requirements, site establishment and the provision of a site office for use of the contractor, client and engineer, water and sanitary facilities, first aid services, fire extinguishers, security lighting, barricading, warning signs, public safety.	Sum		
1.2		TRANSPORTATION: Allow for attendance to all site meeting and inspections, transport and time, related to such meetings and inspections	Sum		
1.3		STORAGE, INSURANCE AND GUARANTEE: Allow for the storage and safe keeping of all materials and equipment including the provision of insurances as stipulated in the Conditions of Contract, for the duration of the contract	Sum		
1.4		GUARANTEE: Guarantee costs for 8-month period against defective material equipment & workmanship	Sum		
1.5		PERMITS AND NOTICE: Allow for obtaining all necessary permits for transport of equipment and/or giving of notices to any other authority or institute involved, as well as co-operation agreements with other traders/contractors involved with the project.	Sum		

1.6		OHS ACT REQUIREMENTS: allow for compliance with the requirements of the Occupational Health and safety Act and all related regulations including Covid-19 requirements.	Sum		
1.7		DRAWINGS: Allow for marking-up a full set of drawings to show the exact positions of cables, cable joints, road crossings etc. These "As build" drawings must be handed to the engineer at commissioning of the equipment. Also all maintenance manuals, including all technical literature, test certificates and wiring diagrams as per specification. Provide hard + soft copies.	Sum		
1.8		TESTING AND COMMISSIONING: Allow to test and commission the complete installation in the presence of the Engineer and the client's representative and hand over for commercial use	Sum		
1.9		FACTORY INSPECTION: Allow for attendance to all factory inspections, such as travel expenses, accommodation and per diem.	Sum		
1.10		ENVIRONMENTAL: Comply with environmental requirements.	Sum		
1.11		FIXED TENDER PRICE: Allow for forward cover on FOREX and Local to RSA price escalations to keep tender price fixed and firm for contract period	Sum		
1.12		SECURITY: Provision for security services up until the site has been handed over back to the Municipality	Sum		
		Carried Forward to Summary Section.....			

		SECTION B - 66kV OUTDOOR SWITCHYARD EQUIPMENT						
ITEM		DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	RATE	AMOUNT
		66kV OUTDOOR SWITCH YARD EQUIPMENT						
		Allow for all the costs and expenses in connection with the design, manufacture, supply, delivery, offloading and storage of the following materials and equipment:						
2.1		Supply, delivery, offloading, and installation of the Three Pole 66kV SF6/Vacuum enhanced Outdoor "Combo" Circuit breaker integrated with the current transformer units. The breaker shall be rated 2500A, 31m/kV 31.5kA,110VDC and shall come complete with the mounting structure.	e.a	2				
2,2		Allow for modification of the existing foundations to accommodate the circuit breaker above as per item 2.1	e.a	2				
2,3		Supply, delivery, and offloading of all stringing materials of conductor, clamps, bolts, washers, nuts and all other accessories required to connect new 66kV circuit breakers to the rest of the power system for full functionality. Rate to allow for new isolator control boxes which will allow integration of existing isolators to new circuit breakers protection and control for item 2.1	e.a	2				

2,4		Allow for control cabling from the switchyard to the Control room.	Sum	1				
		TESTING AND COMMISSIONING						
2,5		Testing and commissioning of the medium voltage installation by a certified Engineer as per SANS10142-2. Testing shall include VLF tests by a certified/qualified specialist. Testing shall be witnessed by Employer. This will also include the testing of medium voltage switchgear by a specialist commissioning engineer.	Sum	1				
2,6		DECOMMISSIONING & TRANSPORTATION						
		Allow for safe removal and transportation of all decommissioned substation equipment and material to the Makhado Municipal storage facility.	Sum	1				
		Carried Forward to Summary Section.....						

		SECTION C - CONTROL ROOM						
ITEM		DESCRIPTION	UNIT	QTY	MATERIAL	LABOUR	RATE	AMOUNT
		CONTROL ROOM						
		Allow for all the costs and expenses in connection with the design, manufacture, supply, delivery, offloading and storage of the following materials and equipment:						

3,1		Supply, delivery, offloading, and installation of the 66kV Feeder Control Panel (each 66kV Feeder Panel will house two feeder circuits) as per the specifications and drawings provided.	e.a	2				
3,2		Supply, delivery, offloading, and installation of new Statistical metering Panel fitted with 10 x Tariff Statistical meters and wiring to the control panels.	e.a	2				
		ACDC Board						
		Allow for all the costs and expenses in connection with the design, manufacture, supply, delivery, offloading and storage of the following materials and equipment:						
3,3		Supply, Delivery, offloading and installation of ACDC board	e.a	2				
3,4		Testing and commissioning of the Control Panels, installation by a certified Engineer as per SANS10142-2. Testing shall be witnessed by Employer.	Sum	2				
		Carried Forward to Summary Section.....						

SUMMARY SECTION: UPGRADING OF 2 X 66kV SF6 OUTDOOR CIRCUIT BREAKERS AT LEVUBU AND BEAUFORD SUBSTATION			UPGRADING OF 2 X 66kV SF6 OUTDOOR CIRCUIT BREAKERS AT LEVUBU AND BEAUFORD SUBSTATION					
ITEM	DESCRIPTION					AMOUNT		
SECTION A:	PRELIMINARY AND GENERAL (P&G)					R		
SECTION B:	66kV OUTDOOR SWITCHYARD EQUIPMENT					R		

SECTION C:	CONTROL ROOM	R
	TOTAL OF CONSTRUCTION	R
	Allow 10% Contingencies adjustment (This <i>amount provided here may be employed only as necessary as approved by the Engineer & Client</i>)	R
	SUB- TOTAL A	R
	Add 15% for Value Added Tax	R
	TOTAL BID PRICE	R

Specification and Working Procedures

List and attach all standard specifications and other documentation applicable to this contract. Publicly available standard documents should not be attached as they can be obtained directly from the respective publishers.

Note: Revision no of Specifications/Standards to be confirmed by all parties prior to the awarding of the contract.

Employer specific variations to standard specifications are also listed and attached.

No.	Title and Publisher	Issue / Revision	Attached Y/N
SCSASABK3	Distribution Standard Part 7: Substation Section 2. Generic Substation Design	0	N
ESKASAAN0	Standard for labelling of high voltage equipment - Eskom	1	N

TRMSCAAC5	Design and manufacture of high voltage equipment labels – Eskom		3	N
SANS 135	ISO metric bolts, screws and nuts (hexagon and square) (course thread free fit series) - SANS		1991	N
SANS 1461 OR ISO 1461	Hot dip (Galvanised) zinc coatings (other than on continuously zinc-coated sheet and wire) - SANS		1988	N
SANS 1200	Standard specification for civil engineering construction - SANS		-	N

2. Technical General Specifications

Note: Unless otherwise specified the material shall be in accordance to the specifications listed in the Engineering New Contract Small Works Contract.

2.1. Preliminaries

2.1.A Work Specification

2.1.A.1 The contractor shall allow for the following specific requirements of Makhado municipality:

- i) Office accommodation for meetings held on site.

2.1.A.2 In addition to the specific requirements of Makhado municipality, detailed above, the contractor shall allow for his own preliminaries and/or overhead costs as required for the execution of the contract. It shall be divided into the following two sections:

- i) Fixed-charge items such as: (SANS 1200A - 8.3)
 - Contractual requirements.
 - Establishment of facilities on site such as plant, sheds, water,
 - Electricity, lighting, etc.
 - Removal of facilities from site after completion of work.
 - Any other fixed-charge items.
- ii) Time related items such as: (SANS 1200A - 8.4)
 - Contractual requirements.
 - Operation & maintenance of facilities on site.
 - Supervision.
 - Company and head office overhead costs.

- Other time related items.

2.1.B Material Specification

The specific contractor shall supply, transport, and off-load his own facilities such as sheds, water, electricity, lighting, etc. on the site. The contractor shall also be responsible to remove all facilities established on site after his work is completed.

2.2. Site Works

The Contractor shall remove all vegetation and neutralize the site before construction can begin.

2.3.B Workmanship on Steelworks works

Unless otherwise specified, The Contractor shall supply the copper and all the material necessary for steelworks and modifications. The contractor shall further be responsible for the safekeeping of the copper.

2.3.B.1 Welding of joints:

- i) Unless otherwise specified the earth tails shall be 50x3mm flat copper strips.

2.3.B.2 Conductive Concrete for vertical electrodes:

The conductive concrete must have a resistivity of less than $0.01 \Omega m$. It must be made from high quality (99% Carbon) petroleum coke with a closely graded particle size. The mixture of the conductive concrete should be 7 parts carbon, one part cement.

2.4. Facilities

2.4.A Work Specification

- i) The power and control cables shall be installed on cable trays on the inside of the control room.
- ii) The control cable shall enter the control panels from the top.
- iii) The earth tails shall be installed in the foundations as indicated in drawing D-DT 5240.
- iv) The earth tail shall be fixed to the floor according to the adopted Eskom Earthing Standard D-DT 5240.
- v) The equipment and panels shall be bonded.

2.4.A.1 Attaching warning signs:

- i) Warning signs shall be attached to the outside of each door of the control room.
- ii) On the doors the following signs shall be attached:
 - Unauthorized entry and interference prohibited.
 - Warning of electrical shock

- procedure in case of fire
- First aid treatment of electrical accidents

2.4.A.2 Install cable trays:

- i) All cable trays and accessories are based on the O-line product range:
- ii) The cable trays shall be installed as shown on drawing D-DT 5239.
- iii) All cable trays shall be 600mm wide *GRIDSPAN GS50*.
- iv) The cable trays shall be attached to surface mounted *OLISTRUT* channels on the outside of the switch house.
- v) The cable trays shall be supported by a 600mm cantilever support arm (OLCA01) attached to surface mounted *OLISTRUT* channels on the inside of the switch house.
- vi) The cable trays above the switchgear shall be supported by *OLISTRUT* channels and threaded rods hanging from the roof.
- vii) The cable tray supports shall be spaced approximately 2m from one another.
- viii) All cable trays on the inside of the switch house shall be on the same level.
- ix) The cable trays shall be installed so that there will be at least 400mm between the cable tray and the control panels.
- x) The cable trays shall not be lower than 2.4m from the floor level.
- xi) The control cables going down from the cable tray to the switchgear shall be vertically supported with 101mm wide light duty cable trays (*PT19*).
- xii) These vertical trays shall be bolted to the horizontal tray.
- xiii) A cable support bracket as shown on drawing D-DT 5239 shall support the power cables.
- xiv) The power shall be clamped to the cable support bracket with 78mm wide *OLUC* cable clamps.

2.4.B Material Specifications

The contractor shall supply, transport, and off-load all the material and equipment necessary for upgrading 2 X 66kV breakers at Levubu and Beauford substation outdoor switchgear and indoor control room equipment.

2.4.B.1 Control room.

- i) The material for the control room shall be as specified on the switchgear drawing.

2.4.B.2 Warning signs:

- i) The signs shall be made of durable UV stabilized plastic.(Supplied by the Contractor).

2.5. Civil Works

2.5.A Work Specification

Notes:

- i) All work shall be in accordance the relevant SANS 1200 documents and the latest revision of drawing.
- ii) All labour and transport cost shall be included in quoted rate.

2.5.A.1 Foundations:

- i) Supply, erect and modify foundations according to Makhado Levubu and Beauford substations layout drawings including supporting Eskom standard drawings which includes formation, reinforcing, holding down bolts, back filling and compaction around the foundations.
- ii) A steel template shall be used for setting all holding down bolts.
- iii) Formation shall be extended to at least 100mm below the natural ground level.

2.5.A.3 Cable trenching and kerbing:

- i) Supply and install complete cable trench as shown on Foundation Drawing including back filling and compaction around the trenches.
- ii) The substation kerb shall enclose the substation as shown on Foundation Drawing.

2.5.A.5 Herbicides, insecticides, etc. shall include:

- i) Treating of yard surface with Makhado municipality approved herbicides, insecticides, etc.
- ii) Forming of V-grooves along foundation walls and treating with additional insecticides approved by Eskom.

2.5.B Material Specifications

The contractor shall supply, transport, and off-load all material and equipment necessary for completing all the civil works.

2.5.B.1 Foundations:

- i) All material used for the foundations shall be in accordance to the relevant foundation drawings and SANS documents mentioned on these drawings.
- ii) All holding down bolts complete with nuts. The contractor shall supply washers.
- iii) All holding down bolts shall be galvanised to SANS 1461 OR ISO 1461 for all foundations.
- iv) All holding down bolts shall be in accordance to SANS 135 with a strength grade of 4.6.

2.5.B.2 Cable trenching and kerbing:

- i) The concrete used for the cable trench walls shall be in accordance to the Foundation Drawings.
- ii) The concrete covers shall be reinforced with mesh reinforcing in accordance to Foundation Drawings.
- iii) The sand on the inside of the cable trench shall be river sand.

2.5.B.3 Herbicides, insecticides, etc:

- i) All herbicides, insecticides, etc. and the application thereof shall be in accordance to Makhado municipality environmental standards requirements.
- ii) Prior to the use of any herbicides, insecticides, etc. approval from Makhado municipality's environmental representative shall be obtained.

2.6. Steelwork

2.6.A Work Specification

Notes:

- i) Unless otherwise specified, all steelwork shall be standard equipment supports according to Makhado municipality and Levubu & Beauford substations standard equipment support drawings.
- ii) All labor and transport cost must be included in quoted rate.

2.6.A.1 Erecting steelwork shall include

- i) Supply and erect all steelwork shown on Steelwork Marking Plan Drawing and according to standard Makhado Levubu & Beauford Substations layout drawings.

2.6.B Material Specification

Unless otherwise specified, the Contractor shall supply all material necessary for installing the steelwork.

2.6.B.1 Erecting steelwork:

- i) The steel for the supporting structures shall be in accordance to the specific support structure drawings.
- ii) The steel shall be hot dipped galvanised to SANS 1461 OR ISO 1461.

2.7. Installation of Equipment

2.7.A Work Specification

Notes:

- i) All work shall be in accordance to Makhado Levubu and Beauford substations drawings and specifications.
- ii) Unless otherwise specified, all installed equipment shall be labelled.
- iii) All equipment shall be positioned, and all necessary stringing and earth bonding shall be done according to the following drawings:
 - Station electrical diagram.
 - General Arrangement diagram.
 - Sections diagram.
- iv) All labour and transport cost must be included in quoted rate.

2.7.A.1 New Equipment:

- i) All equipment shall be new and unused.

2.7.A.2 Clamp Assemblies:

- i) All clamps shall be installed as indicated.
- ii) The clamp assemblies shall be in accordance to the manufacturers' specifications.
- iii) All conductors and cables shall be cleaned to a shiny finish at the point where the conductor clamps are to be applied.

- iv) A non-oxidation compound, approved by Makhado municipality, shall be applied on all conductor and earthing connections
- v) After the application of the compound, the conductor shall be brushed with a steel brush.
- vi) The clamp assemblies will be done and torqued to the manufacturers' specifications.

2.7.A.3 Stringing and Conductors:

- i) All stringing shall be done in accordance with General Arrangement.

2.7.A.4 Earth Ball Joint Portable Earth

- i) Install portable earth balls on the isolators' steelwork.

2.7.A.5 Equipment labelling:

- i) Equipment labels shall be attached according to the Makhado municipality and Eskom specification to the relevant equipment support steelwork.
- ii) The label shall be attached to the supporting steelwork with a minimum of two M10 galvanised bolts with nuts and washers.

2.7.A.6 Equipment bonding:

- i) Bonding of all steelwork to 50x3mm earth tails in accordance to the Earthing Standard D-DT5240.
- ii) The steel support bolts shall be used to bond the earth tail to the equipment support footings.
- iii) The earth tails shall be fixed to the steelwork according to the Earthing standard D-DT 5240.
- iv) Where connections are made onto painted steelwork the paint shall be removed over a minimum area to allow good contact between surfaces.
- v) A 50x50mm area around the hole on the earth tail used for bonding shall be cleaned before the earth tail is bonded to the steel support.
- vi) A non-oxidising paste, approved by Makhado municipality, shall be put between the cleaned earth tail surface and the steel support before it is bonded.
- vii) After bolting any scraped area not covered by the copper connection shall be painted using original types and colours of paints.
- viii) No joints shall be made above the ground level.
- ix) All visible copper earth tails protruding above the ground shall be painted using the same type and colour paints as the equipment or the equipment support to which it is bonded.

2.7.A.7 Lightning/lighting masts:

- i) 8m-lighting/lightning masts (with spikes) shall be installed according to D-DT 5217 and the lamps attached at 6m. Refer to substation layout drawing for the orientation of the lamps on masts.

2.7.B Material Specification

The Contractor shall supply the materials as specified by Makhado municipality and material required for completing the substation.

The contractor shall also supply all the equipment necessary to install the equipment. All materials supplied by the contractor shall be in accordance with Makhado municipality and Eskom standards and specifications. All materials shall be approved by Makhado municipality and be marked with the manufacturers' logo/trade mark and specific part number.

2.7.B.1 New Equipment

- i) The holding down bolts for the equipment shall be supplied by the contractor.
- ii) All holding down bolts with nuts and washers shall be hot dipped galvanised to SANS 1461 OR ISO 1461.
- iii) All holding down bolts shall be in accordance to SANS 135 with a strength grade of 4.8

2.7.B.2 Clamp assemblies:

- i) Clamps shall be as in the Substation Bill of Materials.

2.7.B.3 Stringing and conductors

2.7.B.4 Earth Ball Joint Portable Earth

2.7.B.5 Equipment labelling:

- i) The contractor shall supply all fixing bolts with nuts and washers for the labels.
- ii) All bolts nuts and washers shall be hot dipped galvanised to SANS 1461 OR ISO 1461.
- iii) All bolts shall be in accordance to SANS 135 with a strength grade of 4.8.
- iv) The contractor shall supply all labels.
- v) The supports for the labels shall be supplied by the contractor according to 0.54/400 and 0.54/402 (Including concrete foundations if required).

2.7.B.6 Equipment Bonding:

- i) All bolts with nuts and washers used for bonding shall be hot dipped galvanised to SANS 1461 OR ISO 1461 and shall be supplied by the contractor.
- ii) All bolts shall be in accordance to SANS 135 with a strength grade of 4.6.

2.7.B.7 Lighting/lightning masts

2.8. Cable Work

2.8.A Works Specification

2.8.A.1 Installation of the control cable shall include:

- i) All control cables shall be laid, glanded, numbered and terminated according to the protection drawings, specifications and bill of material.
- ii) Cable lengths shall be made to reach the furthestmost terminal block in the panels, JB, etc. No joints shall be made.
- iii) Spare cores shall be earthed at one end only and not at both ends.
- iv) Ferrule numbering shall be done according to protection drawings.
- v) Correct sizes of ferrule numbers shall be used per cable size and Makhado labelling standard - black lettering on yellow a background.
- vi) All cable or wire numbering shall be so that it is readable from one position. Numbering shall not be inverted.
- vii) Where insulated lugs are used the correct crimping tool shall be used.
- viii) The correct size glands shall be used per cable size.
- ix) The correct type of lugs shall be used per cable size.
- x) The screen of the control cable shall be earthed according to D-DT 5240.

2.8.B Material Specification

Unless otherwise specified, the contractor shall supply, transport and off-load all the material and equipment necessary for installing all the cables in the substations (Levubu and Beauford).

2.8.B.1 Install control cable:

- i) The control cable, glands, lugs, etc. shall be as on the protection bill of materials.
- ii) The cable strand numbering shall be black lettering on yellow a background only (D- DT 6069).

2.9. PANELS AND JUNCTION BOXES (Control Plant purposes)

2.9.A Works Specification

2.9.A.1 Install panels and junction boxes:

- i) All panels and junction boxes to be installed will be as per Makhado Levubu & Beauford Substation layout drawings.
- ii) The contractor is responsible for ensuring that all panels and junction boxes are handled, lifted and installed correctly and in doing so ensure that no panel or junction box is damaged.
- iii) Panels to be positioned as per the layout. plan, 50mm from the wall and fixed to the control room floor using 6 x 8mm x 50mm raw bolts.
- iv) Panel and junction box doors shall be bonded to the main panel/box with a flexible earth strap.
- v) The contractor is responsible for supplying all the above material if not provided by the supplier of same.
- vi) All panels and junction boxes will be bonded to the main earth grid according to the latest Distribution standards. Earth tails designated for the control/battery room shall be used to ground the bonded panels.
- vii) Where earth connections are made to painted surfaces, the paint shall be removed, and a non-oxidizing compound shall be applied prior to bolting the earth strap.

3. DETAILED EQUIPMENT SPECIFICATIONS

This section gives the specifications of all equipment that shall be supplied by the contractor. All technical schedules shall be completed and submitted as part of the technical bid. The full manufacturer specification documentation of all the equipment supplied shall be submitted as part of the technical bid. Bids that lack completed technical schedules, or manufacturer specification documentation shall be considered non-compliant.

3.1 Power System Characteristics

All equipment supplied shall be suitable for the connection to the Makhado Local Municipality network where applicable:

Table 1: Power Systems Characteristic Requirements

System	Units	66 kV
Frequency	Hz	50 ± 1 %
Number of Phases		3
Phase Rotation		ABC
System Nominal Voltage	kV	66 ± 10 %
System Maximum Voltages	kV	72.5
3 Phase Short Circuit Current	kA	31.5
Rated lightning impulse withstand voltage peak	kV	350
Rated short duration power frequency withstand r.m.s voltage	kV	140
Earth Fault Current	kA	25
Short Time Current Duration	Seconds	3
System Earth Connection		Solid Earth
Power Frequency Withstand	kV	50
Lightning Impulse Withstand with 1.2 µs rise time	kV	325

Table above for standard voltages and insulation levels in accordance with SANS 1019: 2008

All equipment supplied shall be suitable for operation in the following conditions:

Table 3: Environmental Conditions

Details	Units	Value
Maximum altitude above sea level	m	1500
Maximum ambient temperature	°C	50
Maximum daily average ambient air temperature	°C	35
Maximum temperature attainable by an object exposed to the sun	°C	60
Maximum yearly weighted average ambient temperature	°C	32
Maximum relative humidity	%	100
Average number of thunderstorm days per annum (isokeraunic level)	number	70
Average number of rainy days per annum	number	120
Average annual rainfall	cm	150
Maximum wind pressure	kg/m2	94.3
Class of pollution (IEC 60815-1:2009)		Medium 'C'
Condensation		Yes

3.2 Protection and control Panels Requirements

Every part of the system shall have continuous self-supervision and user-friendly diagnostic functions with clear alarm outputs to indicate malfunctions in the protection and control system. The devices must be designed to operate in an electrically hostile environment, with stringent requirements on electromagnetic interference immunity. Restrictions on radiated emissivity shall be adhered to. The relays shall provide monitoring of the CT and VT circuits and alarm on circuit failure.

The relays shall provide a graphic mimic display visually indicating:

- The position (open/closed) of the circuit breaker
- The position (open/closed) of the Disconnecter / Isolator Switch
- The position (open/closed) of the Earth Switch
- Protection function trip and metering data

The 66 kV feeders shall have the following protection scheme and functionality implemented as minimum:

- Overcurrent and Earth Fault (50/50N)

- Time Delayed Overcurrent and Earth Fault (51/51N)
- Directional Phase over current (67)
- Directional Earth Fault (67N)
- Standby Earth Fault (SBEF) (64N)
- Lockout (86)
- Sensitive earth fault
- Auto reclose (89)
- Circuit Breaker fail (50BF)

Unlimited user-configurable Human Machine Interface (HMI) screens shall allow the user to create unique single line displays with a simple tool or from an existing library. In the case of interruption of power supply to the protection relays, the entire software, all saved data and the counters must be preserved in a non-volatile manner without batteries. Technology used must be capable of monitoring both itself and the release circuits. The relays shall provide key locking to prevent unauthorized switching either local or remote. Unauthorized Local Switching, except for Emergency Tripping, shall be prevented by use of passwords. The relays shall be capable of internally performing main-tie-main auto-transfer and auto-restore functions. The relays shall have nine programmable function keys to replace control switches. The relays shall have programmable logic capabilities to permit use in protection and control systems. Programming software must be compliant with IEC 62231 standard for PLC programming.

The relays shall have a modular communications processor to permit field change between Modbus RTU, Profibus-DP, Profibus-FMS, DNP3.0-Serial, DNP3.0-TCP/IP, IEC 60870-5-103 and IEC 61850 protocols. The relays shall be able to support point to point and ring modes of communications and also have RJ45 and fibre optic communication physical interfaces. The required communication medium for the relays is fibre optic cabling.

The relays binary inputs shall be provided with chatter blocking and filter time. The chatter blocking shall block a binary input indication and prevent the generation of indications when the signal cannot be interpreted. The filter time indicates how long a signal must be present before it shall be interpreted as an indication. This shall serve to suppress short, intermittent changes. These two features shall be available and settable separately for each binary input indication.

The relays shall provide four protection settings groups. Setting group changes shall be available locally through front function key and binary input, remotely through operator or service communication interface using a personal computer and via system interface (IEC 61850, DNP3, IEC 60850-101, IEC 60850-104, Profibus, Modbus, etc.). The relays must provide 20 flexible functions that shall be used to create additional protection functions to maximize application flexibility. The relay software shall allow relay configuration through Windows based software current up to Windows 7.

The relays shall provide complete sequence-of-events recording, time stamped in milliseconds under all conditions. The relays shall provide oscillography (waveform) capture, with configurable pre- and post-fault data capture times. All internally and externally generated binary values shall be configurable to appear in the custom generated fault. Information containing time, date, interrupted current amperes per phase, time in pickup, trip open, close or user programmed status points, etc., shall be displayed.

Logging of system and protective events, last 200 events (accessible via front RS-232 communications port and rear service communications port used to connect to a personal computer having an RS-232 port or USB). Log of last eight faults (maximum five second record time) containing date and time stamps, pickup and tripping signals, interrupted current amperes, voltage, etc. The analogue quantities displayed in the oscillography shall have the option for viewing in either primary or secondary quantities.

Fault records shall be in the industry standard COMTRADE® format that shall be imported or exported. All logging settings, annunciations, fault records, Binary I/O and LED assignments must have easy to print options and easy file transfer capabilities. Relay software shall have feature for archiving or retrieving an entire project that includes all subfolders and relay files in one simple to use feature. A measurement supervision feature shall be provided for monitoring external current and voltage transformers connected to the relay. The software shall have the capability of entering the settings in both primary and secondary quantities. The current transformer polarities shall be reversible

using a setting in the software when it becomes necessary. The software shall include a commissioning tool for all hardware (BI/BO/LEDs) and SCADA mapped points. The software shall be compatible with earlier version relay firmware releases. The software shall have a capability to assign an IP address to the relay allowing for a web browser commissioning tool feature to view relay information online.

Components and breakdown per each 66kV Control Feeder Panel

Each 66kV feeder control panel must be able to accommodate 3 circuits and will have the following components as the minimum requirement.

PROTECTION PANEL - 2 x OHL Feeders	
COMPONENT DESCRIPTION	QTY
CONTROL PANEL	1
LAMP WITH LIMIT SWITCH	1
15A PLUG SOCKETS	0
OVERLOAD RELAYS – SEL -851	3
BACKUP O/C & E/F RELAY	0
POWER METER	0
AMMETERS MDI	3
VOLTMETER	1
VM SWITCH	1
MIMIC DIAGRAM -	1
DISCHARGE TIMER	0
AUX RELAYS -RMS TRD4-4	2
SOLENOID KEY INTERLOCK	0
PUSH BUTTONS -	0
SELECTOR SWITCHES T-N-C	2
SELECTOR SWITCHES MAN-AUTO	1
TEST BLOCKS RMLG01	2
INDICATOR LAMPS -CLUSTER LED	6
INDICATOR LAMPS -SEMAPHORE LED	18
CONTROL FUSES AND HOLDERS	0
MCCB's 2p 6A	13
TERMINALS	300

All equipment supplied shall be suitable for operation in the following conditions:

Table 2: Environmental Conditions

Details	Units	Value
Maximum altitude above sea level	m	1500
Maximum ambient temperature	°C	50
Maximum daily average ambient air temperature	°C	35
Maximum temperature attainable by an object exposed to the sun	°C	60
Maximum yearly weighted average ambient temperature	°C	32
Maximum relative humidity	%	100
Average number of thunderstorm days per annum (isokeraunic level)	number	70

Average number of rainy days per annum	number	120
Average annual rainfall	cm	150
Maximum wind pressure	kg/m2	94.3
Class of pollution (IEC 60815-1:2009)		Medium 'C'
Condensation		Yes

3.2 Protection and control Panels Requirements

Every part of the system shall have continuous self-supervision and user-friendly diagnostic functions with clear alarm outputs to indicate malfunctions in the protection and control system. The devices must be designed to operate in an electrically hostile environment, with stringent requirements on electromagnetic interference immunity. Restrictions on radiated emissivity shall be adhered to. The relays shall provide monitoring of the CT and VT circuits and alarm on circuit failure.

The relays shall provide a graphic mimic display visually indicating:

- The position (open/closed) of the circuit breaker
- The position (open/closed) of the Disconnecter / Isolator Switch
- The position (open/closed) of the Earth Switch
- Protection function trip and metering data

The 22 kV feeders shall have the following protection scheme and functionality implemented as minimum:

- Overcurrent and Earth Fault (50/50N)
- Time Delayed Overcurrent and Earth Fault (51/51N)
- Directional Phase over current (67)
- Directional Earth Fault (67N)
- Standby Earth Fault (SBEF) (64N)
- Lockout (86)
- Auto reclose (89)
- Circuit Breaker fail (50BF)

Unlimited user-configurable Human Machine Interface (HMI) screens shall allow the user to create unique single line displays with a simple tool or from an existing library. In the case of interruption of power supply to the protection relays, the entire software, all saved data and the counters must be preserved in a non-volatile manner without batteries. Technology used must be capable of monitoring both itself and the release circuits. The relays shall provide key locking to prevent unauthorized switching either local or remote. Unauthorized Local Switching, except for Emergency Tripping, shall be prevented by use of passwords. The relays shall be capable of internally performing main-tie-main auto-transfer and auto-restore functions. The relays shall have nine programmable function keys to replace control switches. The relays shall have programmable logic capabilities to permit use in protection and control systems. Programming software must be compliant with IEC 62231 standard for PLC programming.

The relays shall have a modular communications processor to permit field change between Modbus RTU, Profibus-DP, Profibus-FMS, DNP3.0-Serial, DNP3.0-TCP/IP, IEC 60870-5-103 and IEC 61850 protocols. The relays shall be able to support point to point and ring modes of communications and also have RJ45 and fibre optic communication physical interfaces. The required communication medium for the relays is fibre optic cabling.

The relays binary inputs shall be provided with chatter blocking and filter time. The chatter blocking shall block a binary input indication and prevent the generation of indications when the signal cannot be interpreted. The filter time indicates how long a signal must be present before it shall be interpreted as an indication. This shall serve to suppress short, intermittent changes. These two features shall be available and settable separately for each binary input indication.

The relays shall provide four protection settings groups. Setting group changes shall be available locally through front function key and binary input, remotely through operator or service communication interface using a personal computer and via system interface (IEC 61850, DNP3, IEC 60850-101, IEC 60850-104, Profibus, Modbus, etc.). The relays must provide 20 flexible functions that shall be used to create additional protection functions to maximize application flexibility. The relay software shall allow relay configuration through Windows based software current up to Windows 7.

The relays shall provide complete sequence-of-events recording, time stamped in milliseconds under all conditions. The relays shall provide oscillography (waveform) capture, with configurable pre- and post-fault data capture times. All internally and externally generated binary values shall be configurable to appear in the custom generated fault. Information containing time, date, interrupted current amperes per phase, time in pickup, trip open, close or user programmed status points, etc., shall be displayed.

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Fault records shall be in the industry standard COMTRADE® format that shall be imported or exported. All logging settings, annunciations, fault records, Binary I/O and LED assignments must have easy to print options and easy file transfer capabilities. Relay software shall have feature for archiving or retrieving an entire project that includes all subfolders and relay files in one simple to use feature. A measurement supervision feature shall be provided for monitoring external current and voltage transformers connected to the relay. The software shall have the capability of entering the settings in both primary and secondary quantities. The current transformer polarities shall be reversible using a setting in the software when it becomes necessary. The software shall include a commissioning tool for all hardware (BI/BO/LEDs) and SCADA mapped points. The software shall be compatible with earlier version relay firmware releases. The software shall have a capability to assign an IP address to the relay allowing for a web browser commissioning tool feature to view relay information online.

Components and breakdown per each 66kV Control Feeder Panel

Each 66kV feeder control panel must be able to accommodate 3 circuits and will have the following components as the minimum requirement.

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15A PLUG SOCKETS	0
OVERLOAD RELAYS – SEL -851	3
BACKUP O/C & E/F RELAY	0

POWER METER	0
AMMETERS MDI	3
VOLTMETER	1
VM SWITCH	1
MIMIC DIAGRAM -	1
DISCHARGE TIMER	0
AUX RELAYS -RMS TRD4-4	2
SOLENOID KEY INTERLOCK	0
PUSH BUTTONS -	0
SELECTOR SWITCHES T-N-C	2
SELECTOR SWITCHES MAN-AUTO	1
TEST BLOCKS RMLG01	2
INDICATOR LAMPS -CLUSTER LED	6
INDICATOR LAMPS -SEMAPHORE LED	18
CONTROL FUSES AND HOLDERS	0
MCCB's 2p 6A	13
TERMINALS	300

SWITCHGEAR ROOM LAYOUT

Outdoor Three Pole 66kV Circuit Breaker Integrated with Current Transformer (CT) Units

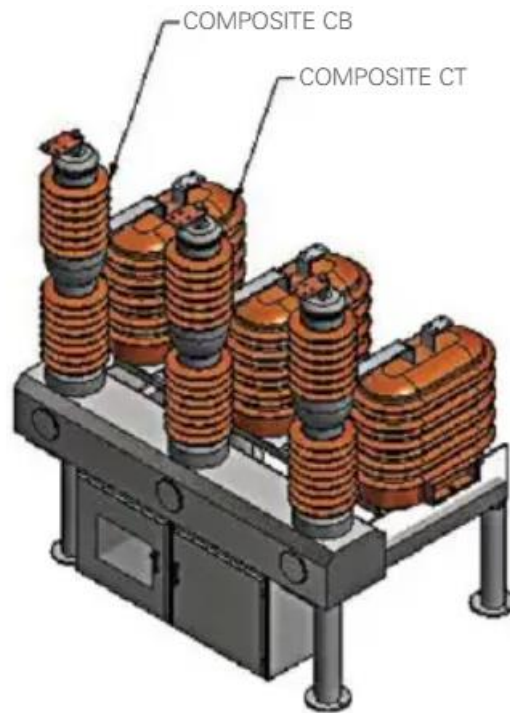
The switchgear equipment shall be designed, and type tested in accordance with IEC62271-100 standard and SABS-tested.

Outdoor Three Pole 66kV Circuit Breaker Integrated with Current Transformer (CT) Units

The switchgear equipment shall be designed, and type tested in accordance with IEC62271-100 standard and SABS-tested.

Item	Description	Specifications
1	Ratings	
1.1	Rated voltage (U_r)	66 kV (minimum)
1.2	Number of phases	3
1.3	Rated short-duration power-frequency withstand voltage (U_d)	95 kV
1.4	Rated peak lightning impulse withstand voltage (U_p)	200kV
1.5	Rated frequency (f_r)	50 Hz
1.6	Rated normal current	2500 A
1.7	Rated short-time withstand current (I_k)	31.5kA
1.8	Rated Operation Sequence	0-0,3s - CO - 180s = CO
1.9	Rated Short Circuit Closing Current (peak value)	80kA
1.10	Rated Peak Withstand Current	50kA
1.11	Rated Short Time Withstand Current	31.5kA
1.12	Rated DC supply voltage of closing and opening devices and of auxiliary and control circuits (U_a)	110 V DC
1.13	Rated Short Circuit Duration	4s
1.14	Mechanical Endurance	10,000
2	Circuit Breaker	
2.1	breaker type	Vacuum
2.2	Number of mechanical operations	M2 (10 000)

Below is the diagram illustration of the typical “Combo unit” Integrated Circuit Breaker with Current Transformer



Routine Tests

Routine tests shall be carried out on the new switchgear in accordance with the requirements provided in SANS 62271-100 and shall include, but not be limited to, the following:

- Wiring and function tests.
- Equipment verification tests.
- Low voltage circuit insulation test.
- High voltage power frequency test.
- Partial discharge tests.
- Circuit breaker operation timing tests.
- Contact resistance
- Insulation resistance

4 Health and Safety Specification

This Health and Safety Specification is provided in terms of the requirements of the Occupational Health and Safety Act, Act No. 85 of 1993 – Construction Regulations. The Contractor shall comply with the requirements of DISPVABF3 - OHS Act Requirements to be met by Principle Contractors Employed by Makhado municipality and Occupational Health and Safety Manual for Construction Sites - BIFSA.

The *Contractor* shall prepare a Health and Safety Plan based on the Safety Risk Analysis contained within this Health and Safety Specification and the associated requirements of DISPVABF3.

The *Contractor* shall submit the Health and Safety Plan with his tender document to Makhado municipality. The tender document shall have a cost allocation for compliance with the requirements of the OHS Act and this Health and Safety Specification.

4.1 Definitions

The definitions as listed in the Occupational Health and Safety Act, Act No. 85 of 1993 – Construction Regulations and DISPVABF3 shall apply to this Health and Safety Specification as well as the following:

4.1.1 Contractor: A *Contractor* as defined by clause 11 of the NEC Engineering and Construction Short Contract shall be regarded as the Principle Contractor for the purpose of this Health & Safety Specification.

4.2 Notification to the Provincial Director of the Department of Labour

The construction work for building the Makhado Levubu & Beauford substation upgrade includes the categories as indicated below :

Construction work category	Applicable
Demolishing structures exceeding a height of 3m, use of explosives during construction work or dismantling fixed plant higher than 3m	N
Construction work NOT forming part of the above category, but is above 3m or below 1m AND the duration of the work exceeds 30 days or will involve more than 300 person days.	Y

The *Contractor* is therefore required to notify the Provincial Director of the Department of Labour of the said construction work prior to any construction commences.

Makhado municipality will specify the requirements that must be met by contractors employed. This procedure must be referred to when compiling the Health and Safety Specification.

4.3 Documentation & Legal Appointments

The Contractor is required to keep **ON SITE** a Safety File containing all relevant documentation to the project including drawings, designs and minutes of onsite health and safety meetings as well as any other site meetings.

All aspects concerning occupational health and safety shall be a permanent standing item on all relevant site meeting agendas.

The *Contractor* shall have, in writing, the necessary statutory appointments as required by the OHS Act such as Section 16(2) appointments, health and safety representatives and relevant approved machine operators and supervisors.

4.4 Risk Assessments

The following health and safety risks are most likely to be experienced during the construction of Makhado Levubu and Beauford Substations. The requirements to address the indicated risks are provided in the specification outlined by the municipality and adopted Eskom specification DISPVABF3 and shall form the basis of the evaluation of the Contractor's Health and Safety Plan.

No	Identified Risk	DISPVABF3 Annex B	Other References
1	Good housekeeping on construction sites (Biological and health risks in camp)	Part II (5)	
2	Prevention of unauthorised entry onto construction site (Public safety risk)	Part II (6)	
3	Fire prevention and fire fighting (Fire risks)	Part II (7)	
4	Use and storage of flammable liquids, solids and gasses	Part II (8)	
5	Use and storage of solids (stacking) and gasses (SF ₆)	Part II (45)	
6	Use of hazardous chemicals (acid / alkaline)	Part II (13)	
7	Vessels under pressure (Compressors / Hydraulic or pneumatic tools)	Part II (46)	
8	Operating of cranes / vehicle mounted cranes	Part II (31)	
9	Offloading / handling of material or heavy equipment	Part II (40)	
10	Lifting / hoisting materials or heavy equipment to elevated heights	Part II (40)	
11	Work in elevated positions / on ladders / on scaffolding / from crane buckets	Part II (37)	
12	Falling from heights	Part II (28)	
13	Falling objects	Part II (28)	
14	Live overhead conductors / crossings / operating of energized equipment, Live chambers		SCSASAAW8
15	Temporary electrical construction supply / installations	Part II (44)	
16	Work with chainsaws / mechanical cutters / hydraulic crimping tools	Part II (42)	
17	Working with explosive powered tools	Part II (43)	
18	Welding and flame cutting	Part II (41)	
19	Conductor stringing, tensioning and clamping		TRMSCAAC1 Clause 8.2
20	Replacement of rotten/broken/damaged poles		DISPVAEH0
21	Work in open trenches/excavations (Risk of sidewall collapse)	Part II (32)	
22	Demolition, blasting / dismantling of structures, buildings or plant	Part II (33)	
23	Tunnelling	Part II (34)	
24	Collapse of structures or ground in undermined areas		Clause 6.1
25	Ergonomic risks (confined spaces – body position, fatigue)	Part II (35)	
27	Fauna/Flaura (Wild animals, snakes, thorn trees, vlei areas)		Clause 6.3
28	Drowning in liquids (oil holding dams / storage containers / rivers / dams)	Part II (47)	
29	Traffic control, roads and/or railways (road / railway crossings)		Clause 6.4
30	Security during construction (hijackings, theft, vandalism)	Part II (9)	

Note: Please note that this is not a closed list of critical life-threatening risks, additional risks may/must be added to this list.

4.5 Project Specific Specification

In addition to the requirements of DISPVABF3, the *Contractor* shall prepare a Health and Safety Plan based on identified Project Specific Health and Safety risks.

Some Health and Safety risks are noted in the table in section 3.4. As noted, before, the contractor should add additional risks to this table if he or any of his workers are exposed to such risks not contained in the table.

Thus, the contractor shall compile a similar table that includes all Project Specific Health and Safety risks from which he shall then prepare a Project Specific Health and Safety Plan. The contractor shall provide this documentation to Makhado municipality upon the tender process. As construction commences and new risks are identified, the documentation shall be updated, and a copy shall be provided to the Makhado Municipality. The Project Specific Health and Safety documentation shall always be on site and shall always be accessible.

5. Training

The tenderer shall submit details with the tender of the training courses, which will be conducted by the supplier for the training of Makhado Municipality Electrical Maintenance staff in operation and maintenance of the circuit breakers. Such courses shall include theoretical as well as practical tuition. The date and venue of the training course shall be arranged with the Electrical Maintenance Manager. The cost of the training shall be quoted separately.

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder.....	Bid
number.....	
Closing Time	Closing Date

OFFER TO BE VALID FOR.....DAYS FROM THE CLOSING DATE OF BID

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY (INCLUDING VAT)
-------------	----------	-------------	--

- Required by:

- At:

- Brand and model

-

- Country of origin.....

- Does offer comply with specification? *YES/NO

- If not to specification, indicate deviation(s)

- Period required for delivery

- Delivery: *Firm/not firm

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - \frac{V}{V}) Pt \left(D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{D4t}{D4o} \right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V) Pt	=	85% of the original bid price. Note that Pt must always be the original bid price and not an escalated price.
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1,D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....	Index..... Dated.....	Index..... Dated.....
Index..... Dated.....	Index..... Dated.....	Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

DECLARATION OF INTEREST

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

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

3.2 Identity Number:

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

3.4 Company Registration Number:

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:

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

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

3.8.1 If yes, furnish particulars.

.....

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

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

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

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

3.9.1 If yes, furnish particulars.....

.....

3.10 Do you have any relationship (family, friend, other) with persons

in the service of the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

3.10.1 If yes, furnish particulars.

.....
.....

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

3.11.1 If yes, furnish particulars

.....
.....

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

3.12.1 If yes, furnish particulars.

.....
.....

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

3.13.1 If yes, furnish particulars.

.....
.....

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

3.14.1 If yes, furnish particulars:

.....
.....

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

Full Name	Identity Number	State Employee Number

.....
Signature

.....
Date

.....
Capacity

.....
Name of Bidder

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

(delete whichever is not applicable for this tender).

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

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

- (a) Price; and
- (b) 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
SPECIFIC GOALS	20
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 in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = 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:

$$\mathbf{80/20} \qquad \mathbf{or} \qquad \mathbf{90/10}$$

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or}$$

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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 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:
- 4.2. 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.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black ownership (attach CSD detail report)	N/A	10	N/A	
Woman Ownership (attach CSD detail report or Certified copy of Smart ID Card)	N/A	05	N/A	

Disability (Attach Disability letter from a Doctor)	N/A	05	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. 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]

4.6. 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 1.4 and 4.2, 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:

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to **Makhado Municipality** in accordance with the requirements and task directives / proposals specifications stipulated bid no. **82 OF 2023**. at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of Bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I **KENT MBAVHALELO NEMANAME** in my capacity as **MUNICIPAL MANAGER** accept your bid under reference number **8/3/2/2014** dated for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)
APPOINTMENT OF AN ELECTRICAL CONTRACTOR FOR UPGRADING OF 66KV BREAKERS AT LEVUBU AND BEAUFORT SUBSTATIONS			N/A	

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

SIGNED AT **MAKHADO** ON

NAME (PRINT) **MR KENT MBAVHALELO NEMANAME**

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

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	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). 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.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>

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

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Municipal Bidding Document (MBD) must form part of all bids¹ invited.

- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
 - a. take all reasonable steps to prevent such abuse;
 - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
 - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.

- 4 This MBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

- 5 In order to give effect to the above, the attached Certificate of Bid Determination (MBD 9) must be completed and submitted with the bid:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Municipality / Municipal Entity)

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

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

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

2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract

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

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js9141w 4

ARTICLE OF AGREEMENT IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL



HEALTH AND SAFETY ACT, 1993 BETWEEN

MAKHADO MUNICIPALITY

(hereinafter referred to as the EMPLOYER)

AND

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

herein represented by in
his/her capacity as duly
authorised by virtue of a resolution dated

..... Attached hereto as Annexure A. of the said
..... (hereinafter referred to as the
CONTRACTOR)

WHEREAS the CONTRACTOR is the mandatory of the EMPLOYER as contemplated in an agreement in
respect of

.....
.....

Contract number

AND WHEREAS section 37 of the Occupational Health and Safety act, 1993 (Act 85 of 1993, hereinafter
referred to as the ACT), imposes certain powers and duties upon the EMPLOYER.

AND WHEREAS the parties has agreed to enter into an agreement in terms of section 37(2) of the ACT. NOW
THEREFORE the parties agree as follows:

1. The Contractor undertakes to acquaint the appropriate officials and employees of the CONTRACTOR
with all relevant provisions of the ACT and the regulations promulgated in terms thereof.
2. The CONTRACTOR undertakes that all relevant duties, obligations and prohibitions imposed in terms
of the ACT and Regulations will be fully complied with: Provided that should the EMPLOYER prescribe
certain arrangements and procedures, that same shall be observed and adhered to by the
CONTRACTOR, his officials and employees. The CONTRACTOR shall bear the onus of acquainting

himself/herself/itself with such arrangements and procedures.

3. The CONTRACTOR hereby accepts sole liability for such due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures, if any, imposed by the ACT and Regulations and the EMPLOYER expressly absolves the EMPLOYER from itself being obliged to comply with any of the aforesaid duties, obligations, prohibitions, arrangements and procedures as the case may be.
4. The CONTRACTOR agrees that any fully authorised officials of the EMPLOYER shall be entitled, although not obliged, to take such steps as may be necessary to ensure that the CONTRACTOR has complied with his undertakings as more fully set out in paragraphs 1 and 2 above, which steps may include, but shall not be limited to, the right to inspect any appropriate site or premises occupied by the CONTRACTOR, or to inspect any appropriate records held by the CONTRACTOR or to take such steps if it may deem necessary to remedy the default of the CONTRACTOR at the cost of the CONTRACTOR.
5. The CONTRACTOR shall be obliged to report forthwith to the EMPLOYER any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the ACT and Regulations, pursuant to work performed in terms of this agreement, and shall, on written demand, provide full details in writing of such investigation complaint or criminal charge as the case may be.

Thus signed at for and on behalf of the EMPLOYER on this the
day of 20

AS WITNESSES:

1.
2.

SIGNATURE

NAME AND SURNAME:

CAPACITY:

Thus signed at for and on behalf of the CONTRACTOR on this the..... Day of
..... 20....

AS WITNESSES:

1.

2.

SIGNATURE.....

NAME AND SURNAME:

CAPACITY:

Ej/Art_Agreement

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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.

4.5.A.1 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier 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 supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

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 in SCC.
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 the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	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 (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 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.

Js General Conditions of Contract (revised July 2010)

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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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 supplies 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 supplies 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 “Written” or “in writing” means handwritten 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, 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 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier 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 supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

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 supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

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 supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 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 supplies 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 supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies 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 supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies 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 supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies 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, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

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 in the SCC.

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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 in SCC 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 in SCC, 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 in SCC.
- 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 in SCC.

17. Prices

- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 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 supplies are required, or the supplier's services are not readily available.

21.5 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 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling 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 judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, 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 Accounting Officer / Authority 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 countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor 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 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

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 in SCC.
31. Notices	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33. National Industrial Participation Programme (NIP)	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	<p>34.1 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 (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p>

- 34.3 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.