



**MBD1**

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MAKHADO LOCAL MUNICIPALITY**

BID NUMBER:	<b>32 / 2022</b>	CLOSING DATE:	<b>01 AUGUST 2022</b>	CLOSING TIME:	<b>12H00</b>
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DESCRIPTION	<b>PANEL OF SERVICES PROVIDERS FOR SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FOR THE PERIOD OF THREE (03) YEARS</b>
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**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
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CELLPHONE NUMBER

FACSIMILE NUMBER	CODE	NUMBER
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E-MAIL ADDRESS

VAT REGISTRATION NUMBER

TAX COMPLIANCE STATUS	TCS PIN:	OR	CSD No:
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B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]**

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
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TOTAL NUMBER OF ITEMS OFFERED	TOTAL BID PRICE	R
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SIGNATURE OF BIDDER	DATE
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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 MS NEPHAWE
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	Mpikelenin@makhado.gov.za
E-MAIL ADDRESS	phophimu@makhado.gov.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>										
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</b></p> <p>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.</p>										
<b>2. TAX COMPLIANCE REQUIREMENTS</b>										
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>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.</p> <p>2.4 FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.</p> <p>2.5 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.6 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.7 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>										
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>										
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE ENTITY HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.5. IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p><b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b></p>	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
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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									

**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: .....



# VHEMBE T.V.E.T. COLLEGE

Site no 203, Private Bag X2136, Sibasa, 0970, Limpopo  
 • Tel: (015) 963 3156 / 963 3657 • Fax: (015) 963 3154 • E-mail: fetcol@mweb.co.za

## BID / TENDERS INVITATION

BIDS ARE INVITED FOR THE RENDERING OF THE FOLLOWING SERVICES AS INDICATED BELOW:

DESCRIPTION / PROJECT	CIDB GRADING	COMPULSORY BRIEFING SESSION MEETING			(TENDER) BID NO.	EVALUATION CRITERIA	CLOSING DATE AND TIME	POST DELIVERY TO	AMOUNT
		DATE	TIME	VENUE					
1. RE-Advert Construction of Phase 1B 20 Classrooms	CIDB 7GB	20/06/2022	10:00	Tshisimani Campus	VTJET No 22/2021	80/20	07/07/2022 Time: 11h00	Vhembe TVET College, Central Office, Private Bag X2136 Sibasa 0970	R1200.00
2. RE-Advert Construction of Phase 1A administration Block & Bulk Earthwork	CIDB 7GB	20/06/2022	11:00	Tshisimani Campus	VTJET No 23/2021	80/20	07/07/2022 Time: 11h00	Vhembe TVET College, Central Office, Private Bag X2136 Sibasa 0970	R1200.00

### Evaluation Criteria:

- 80/20 scoring points
- Valid Tax Clearance Certificate
- CK (Certified)
- Valid BEE Verification Certificate(Certified)
- Proof of Residence of the Company OR Lease agreement
- Compliance to Specification obtainable in the Tender Document
- CIDB Grade
- Price

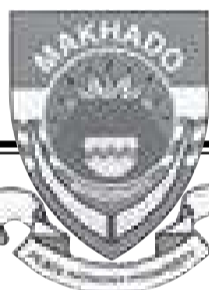
All Tender document will be obtained as from **20 June 2022, after briefing session** at Central Office of Vhembe TVET College at Stand No 203, Unit A, Sibasa, Limpopo upon payment of non-refundable amount of **R1200.00** deposited to **Vhembe FET Main Account at FNB: A/C No 62051338187**: Branch Code 269149 will be acceptable. No cash and bank guaranteed cheque will be allowed. **Ref number must be the name of the Company.** All bids will remain valid for a period of ninety (90) days after closing date, the time and date of opening tender boxes. Late submissions, telegraphic, telefax or e-mail transmission tender will not be accepted. Vhembe TVET College does not bind itself to accept the lowest or any bid and reserves the right to accept a tender as a whole or in part. NB if you Bid for both tenders you will only be awarded for one Bid.

All tenders and supporting documents must be sealed in a cover clearly marked "**Tender Bid Name and Number as well as the station / Campus where it is required**" and must be deposited in the **Tender Box D** at Central Office, Site No 203, Sibasa, Limpopo, not later than **07 July 2022** at 11:00 for all the bids.

**NB: Those who previously purchase and return a tender document need not to pay again.** All enquires can be directed to +27 15 963 7000 OR by email to : tenders@vhembecollege.edu.za

BR Hlekane  
The Principal

Ad designed by Zoutnet Publishers



# MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 • 83 Krogh Street, Louis Trichardt • Private Bag X2596 Makhado 0920

## TENDER NOTICE

Ad designed by Zoutnet Publishers

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 from **17 June 2022 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](http://www.makhado.gov.za).

BID NO:	DESCRIPTION	EVALUATION CRITERIA	SPECIAL REQUIREMENT	TECHNICAL ENQUIRIES	REFERENCE AND NOTICE NO.	CLOSING DATE AND TIME
32 / 2022	Panel of service providers for supply and delivery of electrical material for the period of three (03) years	<b>First stage</b> 70 % local production content  <b>Second stage</b> 80/20 preference points	Only locally produced or locally manufactured furniture with a stipulated minimum threshold of 70% for local production and content will be considered	Acting Chief Financial Officer: Mr. NG Raliphada or Ms. P Mudau at 0155193000	File No. 8/3/2/1878  Notice No. 71/2022	15 July 2022 at 12H00pm
33 / 2022	Re-advertisement : Appointment of panel of consultants for professional civil engineering related services for the period of three (03) years	Functionality criteria only	<ul style="list-style-type: none"> <li>• Certified copy of Proof of registration with ECSA.</li> <li>• Attach valid professional indemnity.</li> <li>• Certified copy of proof of registration for company with CESA or SABTACO.</li> </ul>	Acting Director Technical Services: Mr. MG Raleshuku or Ms. L Thulare at 0155193000	File No. 8/3/2/ 1879  Notice No. 72/2022	15 July 2022 at 12H00pm

### NB: NO COMPULSORY BRIEFING MEETING FOR THE ABOVE MENTIONED BIDS

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 mentioned above 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 e.g. CK
- Certified copy/copies of company owner(s) ID book(s), not older than three (03) months.
- 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 report

### NB:

- **Service provider must submit their certified BBBEE verification certificate from verification agency accredited by South African National Accreditation system (SANAS) or sworn affidavit.**
- **All Service Provider doing business with Makhado municipality are required to register on the CSD (Central Supplier Database).**
- **A copy of a certified copy will not be accepted.**

All procurement enquiries should be directed to Ms. P Mudau at tel no. (015) 519 3044/3024

Civic Centre  
83 Krogh Street  
Louis Trichardt

MR KM NEMANAME  
ACTING MUNICIPAL MANAGER



# Soccer tournament held in honour of Andrew Kabota

By Bernard Chiguvare

To mark the 1976 Soweto uprising and death of the 12-year-old Zolile Hector Pieteron, who got shot and killed in the process, eight U/17 soccer teams from around Musina did battle in a tournament at Musina's rugby club on 16 June.

The event was held in honour of the late Andrew Kabota, one of Musina's nurtured and prolific soccer players who died in 2015. Kabota played for Theo Stars Soccer Development, Benny's Care Soccer Academy and Dondol FC.

The event, sponsored by some local community members, started with a 10km fun walk before the soccer matches kicked off.

Skeemsam FC emerged as the winning team after beating Musina City 3-0. Aaron Ramuthivhedi was selected as Player of the Tournament, with Vincent Flode Andrade crowned as the Top Goal Scorer. Lazarus Thabelo was the Best Goalkeeper of the Tournament and Humbulani Tshweni was the Coach of the Tournament.

The awards were sponsored by Dankie Mpilo, a local resident from Musina.



The U/17 Skeemsam soccer team outclassed the seven other teams that participated in the soccer tournament, held at Musina's rugby club on 16 June, in honour of the late Andrew Kapota. Photo: Theodore Maoka.



Some of the kids from Petit Day Care Centre at the CTM stadium in Thohoyandou Block F. The centre held a sports day last Wednesday as part of the Youth Day celebrations. Picture: Ndihuwu Musetha.



LEFT: Teach them while they're young ... Melisa Swartz teaches one of the children how to throw a javelin during the Petit Sports Day held at the CTM stadium in Thohoyandou Block F last Wednesday as part of the Petit Day Care Centre's Youth Day celebrations. Picture: Ndihuwu Musetha.



Pictured during the launch of the Musina Sports Development Programme are, from left to right, Kenny Ramuthivheli (Director Hope Diamond Transport), Thando Mpofo (HOD Finance, Hope Diamond Transport), Joseph Morwatshehla (Director, Hope Diamond Transport), Musina Mayor Nkhanedzeni Godfrey Mawela, Pfuluwani Tshilande (General Manager, Hope Diamond Transport) and John Ndou (HOD Operational, Hope Diamond Transport).

## Musina launches new sports development programme to assist struggling teams

Musina News

The launch of the Musina Sports Development Programme is regarded as a giant step towards empowering struggling sport teams. The opening ceremony was held at Musina's municipal offices on Wednesday, 15 June, where Musina Mayor Nkhanedzeni Godfrey Mawela and Hope Diamond Transport did the honours.

Ten new soccer kits to the value of R50 000 were handed over during the event and will be distributed to deserving struggling soccer teams across the Musina Municipality.

The general manager of Hope

Diamond Transport, Mr Pfuluwani Tshilande, said that his company had a social responsibility to plough back into the communities. Over the years, Hope Diamond Transport has been running various sporting tournaments around Musina, and Tshilande feels that they need to continue their contribution towards developing sport in the area. "There would be no point for us to run our business here if we cannot contribute to the well-being of the local communities," he said.

Tshilande said that the soccer kits were only the start of the sports programme while they prepared for the rollout of more sporting equipment. "We know that we have various sport-

ing activities both in urban and rural parts of Musina, and we have previously contributed to many different sporting codes. We are now working on the logistics for a big mayoral tournament with massive prizes next year."

Mayor Mawela said the partnership between the Musina Municipality and Hope Diamond Transport would assist sports development. "These ten soccer kits unveiled here today will mean a lot to struggling soccer teams around our municipality. We have many good soccer players around Musina, but it is painful to see them struggling to access basic needs like soccer kits. We are happy that, today, we are starting a new chapter in the development of sports in the Musina Municipality," he said.



### MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 Private Bag X2596 Louis Trichardt 0920

#### ERRATUM NOTICE

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Zoutnet (Mirror) newspaper dated 10 June 2022 and sowetan newspaper dated 10 June 2022

Tender no. 32 of 2022: PANEL OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FOR THE PERIOD OF THREE YEARS

NB: erratum issued to the following evaluation criteria

- **First stage:** 70% local production content has changed to 90% local production content.
- **Special requirement:** Only locally produced or locally manufactured furniture with a stipulated minimum threshold of 70% for local production and content will be considered has changed to Only locally produced or locally manufactured electrical cables with a stipulated minimum threshold of 90% for local production and content will be considered.

File No. 8/3/2/1878  
Notice No. 71 /2022  
Civic Centre  
83 Krogh Street,  
LOUIS TRICHARDT

MR KM NEMANAME  
ACTING MUNICIPAL MANAGER



### MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 Private Bag X2596 Louis Trichardt 0920

#### PUBLIC NOTICE

QUARTERLY SUPPLY CHAIN MANAGEMENT IMPLEMENTATION REPORT FOR THE THIRD 01ST JANUARY 2022 TO 31st MARCH 2022.

Notice is hereby given in terms of Section 21(1) (a) of the Local Government Act: Municipal Systems, 2000 (Act 32 of 2000) that the Quarterly Supply Chain Management Implementation Report for Makhado Local Municipality for the third: **01st January 2022 to 31st March 2022** is available for inspection at the following office from Monday to Friday from 08:30 to 16:00

- Makhado local Municipality  
83 Krogh Street  
Civic Centre-Procurement Office No. B043 and C010  
Makhado

The aforementioned report is also available on the Municipality's official website at [www.makhado.gov.za](http://www.makhado.gov.za)

Notice No. 80 /2022  
Civic Centre  
83 Krogh Street,  
LOUIS TRICHARDT

MR KM NEMANAME  
ACTING MUNICIPAL MANAGER



REQUEST FOR PROPOSALS  
The Legal Aid SA hereby invites suitably qualified and reputable service providers to submit proposals for the following tender.

Bid Number	Description	Closing Date and Time
05/2022	Rental of Office Accommodation for the Makhado Local Office for a leased period of five (5) years.	18 July 2022 at 11h00

Evaluation: 80/20: Price = 80 and B-BBEE status level of contribution = 20.  
Enquiries: SCM Mr. Elton Makhadi, email: [EltonM@legal-aid.co.za](mailto:EltonM@legal-aid.co.za)

For Technical information please contact:  
Mr. Samuel Moloto, email: [SamuelMol@legal-aid.co.za](mailto:SamuelMol@legal-aid.co.za)

More information will be included in the bid document  
The bid document for the tender will be available from the Legal Aid SA website: [www.legal-aid.co.za](http://www.legal-aid.co.za) as well as the e-Tender Portal from 20 June 2022.

Bidders should ensure that properly completed tender proposals are deposited in the relevant tender box situated at the Legal Aid SA, Legal Aid House, Ground floor, 29 De Beer Street, Braamfontein, Johannesburg. The tender proposal must be clearly marked with the relevant Bid /Tender Number.

Late, faxed or e-mailed tenders will not be accepted.

For more information visit: [www.legal-aid.co.za](http://www.legal-aid.co.za)







Vhulenda Nemanane points to the damage, caused by a fire at his shop in Khubvi village last week. Photo: Victor Mukwevho.

## Hopes and dreams of young Khubvi entrepreneur go up in flames

By Victor Mukwevho

**A local young entrepreneur saw his dreams go up in flames when his shop at Khubvi village burnt down on Tuesday, 28 June.**

Vhulenda Nemanane (35) said he left the shop at 20:00 that night. Thirty minutes later, he received a call that his shop was on fire. "I ran back to the shop and found at least eight people crowding in front of the shop, not knowing what to do because the shop was locked. When I tried to open it, I was nearly burnt by a ball of fire and smoke, so I retreated. I looked

on while all my hard work burnt to ashes. The tears were streaming down my face and I don't know what happened next. I just collapsed."

With the help of his family, the police were contacted and eventually showed up at the scene. "There were five fridges, three stoves, and stock worth at least R25 000. I am really down. With my shop I was able to hire two people, who have both lost their jobs now," he said hopelessly.

This tragedy comes after armed men robbed him of R20 000 in April this year. "Four men came here brandishing firearms and

robbed me of cash and stock. I opened a case, but the police have done nothing about it to date," he said.

When asked how anyone picked up the pieces after such a tragedy, he replied: "At the moment all I see is a dark cloud ahead of me, but being a hustler all my life, I will try to stand strong and move forward. I would really appreciate any form of help from the government and business community. Without them, this shop will be gone forever," he said.

Anyone who can assist Nemanane can contact him on 072 459 3754.

## Soccer star in accident



Former Khubvi Happy Boys football star David Tsilatsila escaped death when his car rolled several times at Sambandou village on Friday (1st). Tsilatsila returned home after dropping off his colleagues, who attended an IRC meeting. "The accident happened when an oncoming car was trying to avoid a donkey in his lane and hit my car on the side. The car rolled several times when I was inside. People who came to help searched the car and robbed me. They also stole my car rims. But I thank God that I am alive," he said.

## Children are safe at circumcision schools, says Maine Vho-Tshikororo

By Elmon Tshikhudo

**Traditional circumcision surgeon Maine Vho-Mashudu Tshikororo said he was shocked to learn about the death of six-year-old Tebogo Sedutla from Setlaleng in Bolobedu, who recently died at a circumcision school in the Greater Letaba area sometime between Monday, 15 June, and Tuesday, 26 June. However, Tshikororo pleaded with parents in the Vhembe region to remain calm, saying that their boys were in safe hands.**

For years, the Limpopo Province has been hailed as one of the best in terms of safe circumcisions, but this incident appears to have tarnished its reputation in this regard. What makes the matter so disturbing is the fact that the province's Initiation Schools Act states that boys should be 12 years and above to be admitted to the schools, whereas little Tebogo was only six.

This year, 689 applications for initiation schools were submitted. Out of these applications, 407 schools for men and 212 for women were approved by the province. This has been

the only death reported in the province so far since public schools closed for the winter holiday. In Mpumalanga, however, eight other deaths were recorded at two different circumcision schools.

Speaking from his circumcision school at Hamasia outside Vuwani, Tshikororo, who is also the chairperson of the Vhavenda Traditional Circumcision Association, said that, even though he did not know the circumstances surrounding the death of Tebogo, he was deeply saddened by the incident. "It happened in another district where we do not have control over the school. There could be two sides to this case, either being a mistake on the surgeon's part, or the parents not disclosing ailments the boy might have had. I am not saying this is the case in this incident but, either way, it casts a bad name on the culture," he said. "We pass our sincere condolences to the boy's family. To families here in Vhembe, we are maintaining our clean record and we can assure the parents that their boys are in safe hands and that they are very healthy."

Limpopo MEC Basikopo Makamu said that the authori-

ties had dealt with the situation swiftly. The initiation school where Tebogo died was closed and the traditional caregivers and surgeons who were operating there were suspended with immediate effect. "This has, unfortunately, tarnished our target of no deaths during this initiation season," said Makamu.



Well-known Vhembe circumcision surgeon Maine Vho-Mashudu Tshikororo. Photo supplied.

## Molatelo wins coveted FOYA award

By Kaizer Nengovhela

**Molatelo Chrysilius Machaba (32) from Ha-Ravele in the Sinthumule area won the award for Social Founder of the Year during the Founder of the Year Awards (FOYA), held in Nairobi, Kenya, on 30 June.**

FOYA is designed to recognise and appreciate young entrepreneurs contributing to the African continent's economic growth while creating employment and other income-generating opportunities.

Machaba was selected from some of the best young South African change and progress pioneers. He competed against youths from other African countries such as Kenya, Uganda, Rwanda, Tanzania, Zambia, Ghana, and Nigeria.

Machaba earned the nomination for his contribution in uplifting talented youths from communities around the Vhembe District, so that they

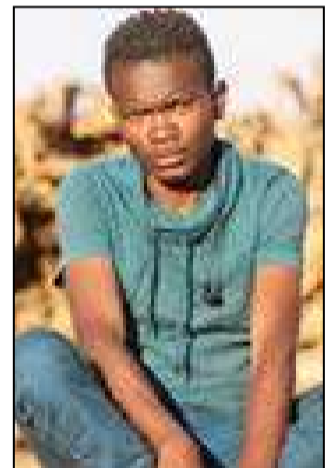
can reach their dreams.

He is the co-founder of Unlimited Youth Development, a non-profit organisation that hosts the Miss Sinthumule/Kutama pageant and other annual events. Machaba also assists learners in identifying their strengths in school subjects, so that they make the right choices in selecting their subjects in Grade 10. His organisation further organises career expos for Grade 11 and 12 learners.

Machaba said that nothing pleased him more than seeing a fellow youth realise his or her dreams after they had encouraged, motivated, and coached them. "I have been wandering around and saw many things in life, but there was one thing that was still missing in my own life, and that was God. Everything has changed now, and my life has to bear testimony that I have changed," Machaba said. "I have so much appreciation for my community and all the members at the Unlimited

Youth Development."

He encouraged young people to realise the importance of education and to put that first. He thanked his supporters who had voted for him and dedicated his award to these fans.



Molatelo Chrysilius Machaba won this year's Social Founder of the Year Award. Photo supplied.

## Mukwevho gets Abe Bailey bursary

By Bernard Chiguvare

**Tshimangadzo Mukwevho, a law student at the University of Venda (Univen), is one of 18 students and junior lecturers from 20 national universities to have been awarded an Abe Bailey Travel Bursary for 2022.**



Tshimangadzo Mukwevho, a law student at Univen. Photo: supplied.

The Abe Bailey Bursary is awarded to students who are academically strong, have shown exceptional leadership qualities, actively take part in community service, and have good track records - not only at a campus level but also in a wider social context. The bursary covers all expenses to visit the United Kingdom, allowing young South Africans to experience the British culture, helping them to understand the viewpoints and opinions of people from different backgrounds, and encouraging leadership that demonstrates open debate and mutual respect.

Mukwevho, born and bred in Gumela village in Mutale, is in his final year of obtaining his Master of Law degree in Human Rights. He completed his matric at Matavhela Secondary

in 2016, whereafter he enrolled for his Bachelor of Law (LLB) degree at Univen.

From 2019 to 2020, he served as a formal criminal-law tutor, constitutional-law tutor, administrative-law tutor and a peer helper at the university. Between 2019 and 2021, he was deputy chairperson of the Law Students Council, and currently serves as deputy chairperson of the postgraduate committee at Univen. He also participated in a community service programme hosted by Univen's department of mercantile law.

Asked how it felt to be among these privileged chosen few, Mukwevho said that he was extremely excited, especially considering that fact that he had battled it out with hundreds of students and junior lecturers.



### MAKHADO LOCAL MUNICIPALITY

Tel: (015) 519 3000 Fax: (015) 516 1195 Private Bag X2596 Louis Trichardt 0920

Ad designed by Zoutnet Publishers

#### ADDENDUM

Makhado Local Municipality is hereby issuing an erratum for an advert which appeared in Zoutnet (Mirror) newspaper dated 10 June 2022 and Sowetan newspaper dated 10 June 2022.

**TENDER NO. 32 OF 2022: PANEL OF SERVICE PROVIDER FOR SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FOR THE PERIOD OF THREE YEARS.**

**NB: Addendum has been issued for extension of closing date.**

• Closing date of 15 July 2022 extended to 01 August 2022 at 12:00pm

Civic Centre  
83 Krogh Street  
MAKHADO  
0920  
File No: 8/3/2/1878  
Notice no. 71 of 2022

MR KM NEMANAME  
ACTING MUNICIPAL MANAGER

## **GROUP A**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	CIRCUIT BREAKER 10A 5KA S/P QF-1(26)	Each				
2.	CIRCUIT BREAKER 20A 5KA S/P QF-1(26)	Each				
3.	CIRCUIT BREAKER 30A 5KA S/P QF-1(26)	Each				
4.	CIRCUIT BREAKER 40A 5KA S/P QF-1(26)	Each				
5.	CIRCUIT BREAKER 50A 5KA S/P QF-1(26)	Each				
6.	40AMP 3P CIRCUIT BREAKER CURVE 1 CBI	Each				
7.	60AMP 3P CIRCUIT BREAKER CURVE 1 CBI	Each				
8.	60AMP SP CIRCUIT BREAKER CURVE 1 CBI	Each				
9.	80AMP SP CIRCUIT BREAKER CURVE 1 CBI	Each				
10.	80AMP 3P CIRCUIT BREAKER CURVE 1 CBI	Each				
11.	100AMP SP CIRCUIT BREAKER CURVE 1 CBI	Each				
12.	100AMP 3P CIRCUIT BREAKER CURVE 1 CBI	Each				
13.	150AMP 3P CIRCUIT BREAKER (ADJUSTABLE)	Each				

	NS160N WITH SHUT TRIP (CBI OR SCHNEIDER)					
14.	250AMP 3P CIRCUIT BREAKER (ADJUSTABLE)NS250N WITH SHUT TRIP (CBI OR SCHNEIDER)	Each				
15.	400AMP 3P CIRCUIT BREAKER (ADJUSTABLE)NS400N WITH SHUT TRIP (CBI OR SCHNEIDER)	Each				
16.	600AMP 3P CIRCUIT BREAKER (ADJUSTABLE)NS630N WITH SHUT TRIP (CBI OR SCQHNEIDER)	Each				
17.	800AMP 3P CIRCUIT BREAKER(L25DEM CURVE NF) ADJUSTABLE (CBI OR SCHNEIDER)	Each				
18.	1000AMP 3P CIRCUIT BREAKER (N50DEM CURVE NF) ADJUSTABLE (CBI OR SCHNEIDER)	Each				
19.	1200AMP 3P CIRCUIT BREAKER (N50DEM CURVE NF) ADJUSTABLE (CBI OR SCHNEIDER)	Each				
20.	SINGLE PHASE CIRCUIT BREAKER COVER HY-MAG	Each				
21.	THREE PHASE CIRCUIT BREAKER COVER HY-MAG	Each				
22.	BOXES PM/POLE MOUNTED	Each				
23.	1500A 3P CIRCUIT BREAKER ADJUSTABLE	Each				
24.	EARTH LEAKAGE 63A SINGLE PHASE CBI	Each				
25.	EARTH LEAKAGE 60A THREE PHASE CBI	Each				
26.	CIRCUIT BREAKER CLIPS	Each				
<b>TOTAL</b>						

## **GROUP B**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

**This category has got stipulated minimum threshold for local production and content of 90%**

**For bidder to meet or comply with this requirement attached annexures must be completed A,B,C**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	1.5mm <sup>2</sup> x 19 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
2.	2.5mm <sup>2</sup> x 7 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
3.	4mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000v	Meter				
4.	6mm <sup>2</sup> x 4CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
5.	10mm <sup>2</sup> x 2 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
6.	10mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
7.	16mm <sup>2</sup> x 2 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				



8.	16mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
9.	25mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
10.	35mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
11.	50mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
12.	70mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
13.	95mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
14.	120mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
15.	150mm <sup>2</sup> x 4 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
16.	70mm <sup>2</sup> TRAILING CABLE 11KV SINGLE CORE	Meter				
17.	4mm <sup>2</sup> x 7 CORE CABLE PVC,SWA,PVC[FR]SABS 1507-1990 Cu 600/1000V	Meter				
18.	70mm <sup>2</sup> x 3 CORE CABLE XLPE ,11KV COPPER SCREENED, PVC BEDDED GALVANIZED STEEL ARMoured AND SHEATHED COPPER CABLE 11KV/6.35KV	Meter				
19.	70mm <sup>2</sup> x 3 CORE CABLE XLPE ,22KV COPPER SCREENED, PVC BEDDED GALVANIZED STEEL ARMoured AND SHEATHED COPPER CABLE 22KV/12.7KV	Meter				
20.	70mm <sup>2</sup> x 3 CORE + 54.6 Aerial Bundle Conductor[BARE NEUTRAL PLUS WITHOUT STREETLIGHT CONDUCTOR]	Meter				

21.	35mm <sup>2</sup> x 3 CORE + 54.6 BARE NEUTRAL WITHOUT STREETLIGHT]	Meter				
22.	ABC END CAP 10mm <sup>2</sup>					
23.	10mm <sup>2</sup> x 2 AIRDECK CABLE (COPPER)	Meter				
24.	10mm <sup>2</sup> x 2 AIRDECK CABLE (ALLUMINIUM)	Meter				
25.	16mm <sup>2</sup> x 2 AIRDECK CABLE (COPPER)	Meter				
26.	16mm <sup>2</sup> x 2 AIRDECK CABLE (ALLUMINIUM)	Meter				
27.	16mm <sup>2</sup> BARE EARTH WIRE	Meter				
28.	ALUMINIUM HARE CONDUCTOR Un-greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced).	Meter				
29.	ALUMINIUM SQUIRREL CONDUCTOR Un-greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced).	Meter				
30.	ALUMINIUM RABBIT CONDUCTOR Un-greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced)	Meter				
31.	ALUMINIUM FOX CONDUCTOR Un-greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced)	Meter				
32.	7x3.35 STAY WIRE 100M COIL	100Meter				
33.	WOLF CONDUCTOR Un- greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced)	Meter				
34	BEAR CONDUCTOR Un- greased and to SABS 182/1975, ACSR (Aluminium Conductor Steel Reinforced)	Meter				
<b>TOTAL</b>						

## **GROUP C**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

**This category has got stipulated minimum threshold for local production and content of 90%**

**For bidder to meet or comply with this requirement attached annexures must be completed A,B,C**

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Meas ure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	<b>SINGLE PHASE PREPAID METER.</b>  RS485 COMMUNICATION. BAUD RATE: 4800BPS, 8 DATA BITS, 1 EVEN PARITY CHECK BIT. RS485 PORTS SUPPORT DATA READING AND DELIVERY BETWEEN DCU AND METERS. PLC COMMUNICATION (ALTERNATIVE). BAUD RATE: 4800BPS, 8 DATA BITS, NO CHECK BIT. COMPLIANT WITH THE DLMS STANDARD (DIRECT HDLC MODE). THE UTILITY CAN READ AND SET THE METER VIA THE MASTER STATION. THE MODULE SUPPORTS PLUG AND PLAY. SUPPORT EVENTS	Each				

	REPORT AUTONOMOUSLY. SGC 000245-01-1					
2.	<p><b>SINGLE PHASE CONVENTIONAL 20-100A METER</b></p> <p>Insulation Strength. AC voltage test. Impulse voltage test</p> <p>4kV during 1min. 1.2/50µs mains connections 6Kv. EMC</p> <p>Electrostatic discharges(Contact discharges)</p> <p>Electrostatic discharges(Air discharges)</p> <p>Surge immunity test</p> <p>FAST TRANSIENT BURST TEST. ELECTROMAGNETIC RF FIELDS (80MHZ TO 2000MHZ) 8KV, 15KV, 4KV</p> <p>10V/M(WITH CURRENT), 30V/M(WITHOUT CURRENT)</p> <p>CONNECTION TERMINALS 10MM X 10MM</p> <p>IP54 (INDOOR. OPAQUE PC+ GLASS FIBER WITH A TRANSPARENT WINDOW. OPAQUE PC+ GLASS FIBER. PC + GLASS FIBER. NUMBER OF DIGITS. 13.3MM X 6.07MM</p>	Each				
3.	<p><b>THREE PHASE PREPAID METER</b></p> <p>PHYSICAL FEATURES, MAGNETIC LATCHING RELAY</p> <p>IMAX = 80A/100A. OPERATION LIFE IS A</p>	Each				



	<p>MINIMUM OF 5,000 TIMES UNDER RATED CURRENT. OPERATION LIFE IS A MINIMUM OF 10,000 TIMES UNDER NO LOAD CONDITION. PULSE DRIVEN: IN ORDER TO MAKE SURE THAT THE RELAY CAN WORK PROPERLY, THE VOLTAGE EXERTED ON THE COIL MUST REACH RATED VOLTAGE AND THE WIDTH OF THE PULSE MUST BE 3 TIMES LONGER THAN THE OPERATION TIME. SHORT TIME OVER CURRENT: 30IM. SGC 000245-01-1</p>					
4.	<p>KEY PAD – P160 G3-PLC CUSTOMER INTERFACE UNIT (CIU)</p>	Each				
5.	<p><b>KEYPAD</b>  DIGIT SIZE 4.5MM X 8.8MM.  NUMBER OF DIGITS 8.  COMMUNICATION INTERFACE OPTICAL  COMMUNICATION PLC/MBUS ALTERNATIVE.  DLMS/COSEM</p>	Each				
<b>TOTAL</b>						

## **GROUP D**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	Splicing Joint Kit 1.1kv cable size – (2.5 – 4mm) Duracast or equivalent	Each				
2.	Splicing Joint Kit 1.1kv cable size – (6 - 16mm) Duracast or equivalent	Each				
3.	Splicing Joint Kit 1.1kv Armored cable size – (35 – 50mm) Duracast or equivalent	Each				
4.	Splicing Joint Kit 1.1kv Armored cable size – (70mm) Duracast or equivalent	Each				
5.	Splicing Joint Kit 1.1kv Armored cable size – (120 – 150mm) Duracast or equivalent	Each				
6.	Joint Kit 35 – 50mm 11Kv XLPE Heat Shrink Raychem or Equivalent	Each				
7.	Joint Kit 50 – 95mm 11Kv XLPE Heat Shrink Raychem or Equivalent	Each				
8.	Joint Kit 50 – 95mm 22KV XLPE Heat Shrink Raychem or Equivalent	Each				
9.	Termination Kit 16-35MM 11KV Outdoor, XLPE Heat Shrink, 800mm tail length	Each				

10.	Termination Kit 16-35MM 11KV Indoor, XLPE Heat Shrink, 600mm tail length	Each				
11.	Termination Kit 50 – 95mm 11KV Indoor, XLPE Heat Shrink, 800mm tail length	Each				
12.	Termination Kit 50 – 95mm 11KV Outdoor, XLPE Heat Shrink, 1200mm tail length	Each				
13.	Termination Kit 50 – 95mm 22KV Outdoor, XLPE Heat Shrink, 800mm tail length	Each				
14.	Termination Kit 50 – 95mm 22KV Indoor, XLPE Heat Shrink, 1200mm tail length	Each				
15.	Overhead line insulation sleeve. 1-36KV; up to 70mm crosssectional area	Meter				
16.	Medium voltage Silicone Rubber straight/right angled bushing boot. 6.6-36KV; 35- 400sqmm	Each				
17.	PVC GLAND NO.0	Each				
18.	CABLE GLAND NO.1 + SHROUDS	Each				
19.	CABLE GLAND NO.2 + SHROUDS	Each				
20.	CABLE GLAND NO.3 + SHROUDS	Each				
21.	CABLE GLAND NO.4 + SHROUDS	Each				
22.	CABLE GLAND NO.5 + SHROUDS	Each				
23.	CABLE GLAND NO.6 + SHROUDS	Each				
24.	CABLE GLAND NO.7 + SHROUDS	Each				
25.	CABLE GLAND NO.8 + SHROUDS	Each				
26.	PVC INSULATION TAPE RED 19MM	Each				
27.	PVC INSULATION TAPE BLACK 19MM	Each				
28.	PVC INSULATION TAPE BLUE 19MM	Each				
29.	PVC INSULATION TAPE WHITE 19MM	Each				
30.	PVC INSULATION TAPE	Each				

	YELLOW 19MM					
31.	PVC INSULATION TAPE GREEN 19MM	Each				
31.1	TAPE BUTAL 9MX24MM	Each				
31.2	SCOTCH TAPE 23	Each				
31.3	PUTTY SCOTCH	Each				
31.4	11KV TERMINATION BOOTS – RAYCHEM	Each				
31.5	FERRULES COPPER					
31.6	1.5mm <sup>2</sup>	Each				
31.7	2.5 mm <sup>2</sup>	Each				
31.8	4 mm <sup>2</sup>	Each				
31.9	6 mm <sup>2</sup>	Each				
31.10	10 mm <sup>2</sup>	Each				
31.11	16 mm <sup>2</sup>	Each				
31.12	25 mm <sup>2</sup>	Each				
31.13	35 mm <sup>2</sup>	Each				
32	50 mm <sup>2</sup>	Each				
32.1	70 mm <sup>2</sup>	Each				
32.2	95 mm <sup>2</sup>	Each				
32.3	120 mm <sup>2</sup>	Each				
32.4	150 mm <sup>2</sup>	Each				
32.5	CRIMPING LUGS COPPER					
32.6	1.5 mm <sup>2</sup> X 5 mm	Each				
32.7	1.5 mm <sup>2</sup> X 6 mm	Each				
32.8	1.5 mm <sup>2</sup> X 8 mm	Each				
32.9	2.5 mm <sup>2</sup> X 6 mm	Each				
32.10	2.5 mm <sup>2</sup> X 8 mm	Each				
32.11	4 mm <sup>2</sup> X 5 mm	Each				



32.12	4 mm <sup>2</sup> X 6 mm	Each				
32.13	4 mm <sup>2</sup> X 10 mm	Each				
32.14	6 mm <sup>2</sup> X 5 mm	Each				
32.15	6 mm <sup>2</sup> X 10 mm	Each				
32.16	10 mm <sup>2</sup> X 6 mm	Each				
32.17	10 mm <sup>2</sup> X 8 mm	Each				
32.18	10 mm <sup>2</sup> X 10 mm	Each				
32.19	10 mm <sup>2</sup> X 12 mm	Each				
32.20	16 mm <sup>2</sup> X 5 mm	Each				
32.21	16 mm <sup>2</sup> X 6 mm	Each				
32.22	16 mm <sup>2</sup> X 8 mm	Each				
32.23	16 mm <sup>2</sup> X 10 mm	Each				
32.24	16 mm <sup>2</sup> X 12 mm	Each				
32.25	16 mm <sup>2</sup> X 16 mm	Each				
32.26	25 mm <sup>2</sup> X 8 mm	Each				
32.27	25 mm <sup>2</sup> X 10 mm	Each				
32.28	25 mm <sup>2</sup> X 12 mm	Each				
32.29	35 mm <sup>2</sup> X 8 mm	Each				
32.30	35 mm <sup>2</sup> X 10 mm	Each				
32.31	35 mm <sup>2</sup> X 12 mm	Each				
32.32	35 mm <sup>2</sup> X 16 mm	Each				
32.33	35 mm <sup>2</sup> X 20 mm	Each				
32.34	50 mm <sup>2</sup> X 10 mm	Each				
32.35	50 mm <sup>2</sup> X 12 mm	Each				
32.36	70 mm <sup>2</sup> X 8 mm	Each				
32.37	70 mm <sup>2</sup> X 10 mm	Each				

32.38	70 mm <sup>2</sup> X 12 mm	Each				
32.39	70 mm <sup>2</sup> X 16 mm	Each				
32.40	70 mm <sup>2</sup> X 20 mm	Each				
32.41	95 mm <sup>2</sup> X 10 mm	Each				
32.42	95 mm <sup>2</sup> X 12 mm	Each				
32.43	95 mm <sup>2</sup> X 16 mm	Each				
32.44	120 mm <sup>2</sup> X 10 mm	Each				
32.45	120 mm <sup>2</sup> X 12 mm	Each				
32.46	120 mm <sup>2</sup> X 16 mm	Each				
32.47	150 mm <sup>2</sup> X 10 mm	Each				
32.48	150 mm <sup>2</sup> X 12 mm	Each				
32.49	150 mm <sup>2</sup> X 16 mm	Each				
<b>TOTAL</b>						

## **GROUP E**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Meas ure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	7x3.35 POLE TOP MAKE-OFF	Each				
2.	7/3.35 STAY DEAD END / GUY GRIP[7/10]	Each				
3.	SQUIRREL AUTOMATIC LINE SPLICE 7652	Each				
4.	SQUIRREL DEAD END	Each				
5.	SQUIRREL SIDE TIE	Each				
6.	SQUIRREL FERRULES STRAIGHT	Each				
7.	SQUIRREL LUGS	Each				
8.	SQUIRREL T-FERRULES	Each				
9.	HARE AUTOMATIC LINE SPLICE 7656AP	Each				
10.	HARE DEAD END	Each				
11.	HARE SIDE TIE	Each				
12.	HARE FERRULES STRAIGHT	Each				
13.	HARE LUGS	Each				
14.	HARE T-FERRULES	Each				
15.	RABBIT AUTOMATIC LINE SPLICE 7654	Each				
16.	RABBIT SIDE TIE	Each				

17.	RABBIT DEAD END	Each				
18.	RABBIT FERRULES STRAIGHT	Each				
19.	RABBIT LUGS	Each				
20.	RABBIT T-FERRULES	Each				
21.	FOX AUTOMATIC LINE SPLICE	Each				
22.	FOX SIDE TIE	Each				
23.	FOX DEAD END	Each				
24.	FOX FERRULES STRAIGHT	Each				
25.	FOX LUGS	Each				
26.	FOX T-FERRULES	Each				
27.	WIRE SEAL PER ROLL	Each				
28.	SEALS LEAD PER KG	Each				
29.	WOLF DEAD END	Each				
30.	WOLF SPLICES	Each				
31.	WOLF SIDE TIES	Each				
32.	WOLF FERRULES STRAIGHT	Each				
33.	WOLF LUGS	Each				
34.	WOLF T-FERRULES	Each				
35.	BEAR DEAD END	Meter				
36.	BEAR SPLICES	Each				
37.	BEAR SIDE TIES	Each				
38.	BEAR FERRULES STRAIGHT	Each				
39.	BEAR LUGS	Each				
40.	BEAR T-FERRULES	Each				
41.	BEAR LINE CLAMP	Each				
42.	MINK CONDUCTOR	Meter				



43.	MINK SPLICES	Each				
44.	MINK DEAD END	Each				
45.	MINK SIDE TIES	Each				
46.	FERRULES STRAIGHT	Each				
47.	MINK LUGS	Each				
48.	MINK T-FERRULES	Each				
<b>TOTAL</b>						

## GROUP F

### NB: TENDER CONDITION:

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

ITEM	DESCRIPTION	Unit/ Measure	1 <sup>st</sup> Year UNIT PRICE	2 <sup>nd</sup> Year UNIT PRICE	3 <sup>rd</sup> Year UNIT PRICE	TOTAL
1.	250V LIGHTNING ARRESTOR 8ka	Each				
2.	11KV LIGHTNING ARRESTOR LP1 Shall conform to IEC99 – 1 for “NON – LINEAR RESISTOR TYPE ARRESTERS FOR AC SYSTEMS” and shall be 10kA Series A arresters of the heavy duty type.	Each				
3.	22KV LIGHTNING ARRESTOR LP1 Shall conform to IEC99 – 1 for “NON – LINEAR RESISTOR TYPE ARRESTERS FOR AC SYSTEMS” and shall be 10kA Series A arresters of the heavy duty type.	Each				
4.	66KV LIGHTNING ARRESTOR LP1 Shall conform to IEC99 – 1 for “NON – LINEAR RESISTOR TYPE ARRESTERS FOR AC SYSTEMS” and shall be 10kA Series A arresters of the heavy duty type.					
5.	FALL ARREST (HARNESS SAFETY BELTS) S/M/L	Each				
6.	10 mm MERLUG	Each				
7.	12 mm MERLUG	Each				
8.	16 mm MERLUG	Each				

9.	CONTACTOR VOLT 220V 25A	Each				
10.	CONTACTOR VOLT 400V 32A	Each				
11.	19MM Buckles	Each				
12.	19MM stainless steel Strapping	Each				
13.	PG LINE CLAMPS	Each				
14.	CLEVIS THIMBLE 70KN	Each				
15.	CLAMPS STRAINING/PISTON GRIP AT12	Each				
16.	EYE BOLTS M16 X 250MM	Each				
17.	EYE BOLTS M20 X 250MM	Each				
18.	EYE NUT M16	Each				
19.	EYE NUT M20	Each				
20.	INSULATORS SO5	Each				
21.	D-SHACKLE/INSULATOR SO5 BRACKET	Each				
22.	PIGTAIL BOLTS & NUTS M16	Each				
23.	INSULATOR STAY SAG 522	Each				
24.	22KV FUSE CUTOFF COMPLETE WITH FUSE TUBE	Each				
25.	INSULATORS STRAINING AND SUSPENSION DISC LONG ROD PFISTERER HASDI 280/970	Each				
26.	POST INSULATORS SPINDLE PORCELAIN [ESKOM SPEC] 22kV Type Brown glazed porcelain System voltage 22Kv Failing load 4kN Creepage distance,633mm minimum, BIL, 170kV EP 472	Each				
27.	WIRE STAPLES/U-NAILS 40 x 4.0MM	Each				
28.	1.8M EARTH SPIKE + CLAMPS	Each				

29.	M16 ADJUSTABLE STAY RODS COMPLETE WITH BASE PLATE	Each				
30.	STREETLIGHT FITTING LEDs OF UP TO 30W COMPLETE WITH DLS NEMA SPECTRUM (DAY LIGHT SWITCH)	Each				
31.	SOCKET CLEVIS ADAPTOR FOR LONG RODS 66KV 70KN	Each				
32.	CLEVIS BALL ADAPTOR FOR LONG RODS 66KV 70KN	Each				
33.	FUSE DROP OUT 11KV WESTINGHOUSE FUSE ARM (DROP OUT)	Each				
34.	DROP OUT/ FUSE CUT UT HOLDER	Each				
35.	SOLID LINK 400A	Each				
36.	BARRIER/DANGER TAPE	Each				
37.	CABLE BARRIER/DANGER TAPE SKULL AND CROSS BONES	Each				
38.	INSULATORS SUSPENSION LONG RODS 66KV 70Kn	Each				
39.	FUSE TUBE ASSEMBLY HT 400AMP	Each				
40.	ABC DEAD END	Each				
41.	ABC SUSPENSION CLAMPS [HANGERS]	Each				
42.	GLOBES LED BC	Each				
43.	GLOBES LED ES	Each				
44.	ABC FUSE SWITCH [FUSE HOLDER]	Each				
45.	ABC LINE CLAMP IPC 1 BLACK	Each				
46.	ANTI CLIMBING DEVICES SPIKES DDT3036	Each				
47.	FUSE STRIKE PIN FUSES OEFMA 31.5A SHORT	Each				
48.	FUSE STRIKE PIN OEFMA 50A SHORT	Each				
49.	FUSE STRIKE PIN OEFMA 60A SHORT	Each				

50.	FUSE STRIKE PIN FUSES OEFMA 80A SHORT	Each				
51.	FUSE STRIKE PIN FUSES OEFMA 100A SHORT	Each				
52.	FUSE STRIKE PIN FUSES OEFMA 125A SHORT	Each				
53.	FUSE STRIKE PIN FUSES OEFMA 125A LONG	Each				
54.	1AMP HT FUSE ELEMENT TYPE K	Each				
55.	2AMP HT FUSE ELEMENT TYPE K	Each				
56.	5AMP HT FUSE ELEMENT TYPE K	Each				
57.	6AMP HT FUSE ELEMENT TYPE K	Each				
58.	8AMP HT FUSE ELEMENT TYPE K	Each				
59.	10AMP HT FUSE ELEMENT TYPE K	Each				
60.	15AMP HT FUSE ELEMENT TYPE K	Each				
61.	20AMP HT FUSE ELEMENT TYPE K	Each				
62.	25AMP HT FUSE ELEMENT TYPE K	Each				
63.	30AMP HT FUSE ELEMENT TYPE K	Each				
64.	40AMP HT FUSE ELEMENT TYPE K	Each				
65.	50AMP HT FUSE ELEMENT TYPE K	Each				
66.	60AMP HT FUSE ELEMENT TYPE K	Each				
67.	80AMP HT FUSE ELEMENT TYPE K	Each				
68.	100AMP HT FUSE ELEMENT TYPE K	Each				
69.	FUSE TUBE ASSEMBLY HT [160AMP]	Each				
70.	125AMP HT FUSE ELEMENTS TYPE K	Each				
71.	140AMP HT FUSE ELEMENTS TYPE K	Each				
72.	66KV LIGHTNING ARRESTORS	Each				
73.	400A CUTOUT/ DROP OUT FUSES CREEPAGE 480mm	Each				
74.	ABC FUSES 40A	Each				

75.	ABC FUSES 80A	Each				
76.	ABC FUSES 100A	Each				
77.	ABC FUSES 160A	Each				
<b>TOTAL</b>						

## **GROUP G**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	CBI READY BOARD BULKHEAD	Each				
2.	SWITCHES DAYLIGHT 15A 220-240V NATIONAL	Each				
3.	MOTION SENSORS – MAJOR TECH INFRARED 360 PIR 36 - WHITE	Each				
4.	CABLE DUCT 110MM BLACK	Each				
5.	LED TUBE FITTINGS 4FT	Each				
6.	LED TUBE FITTINGS 5FT	Each				
7.	ENERGY SAVER BULB 11W BC	Each				
8.	LED TUBES 4FT – RENESOLA RT8018001 AC100-240V 18W	Each				
9.	LED TUBES 5FT - RENESOLA RT8018001 AC100-240V 22W	Each				
10.	ENERGY SAVER BULB 11W ES	Each				
11.	20MM GALVANIZED SADDLE	Each				
12.	1 KG x SILICA JEL	Each				
16.	20Lx ELECTRIC CLEANER	Each				

17.	300ml PENETRATING OIL CRC	Each				
18.	9V BATTERY AA9	Each				
19.	BATTERY1.5 C-CELL	Each				
20.	BATTERY1.5 D-CELL	Each				
21.	BATTERY PENLIGHT AA	Each				
22.	BATTERY PENLIGHT AAA	Each				
23.	200W LED FLOOD LIGHTS	Each				
24.	70/65W GLOBES STREETLIGHT (ENERGY SAVERS)	Each				
25.	90W SUPER SOCS GLOBE	Each				
26.	7W LED DOWN LIGHTS	Each				
27.	LED GLOBES 220V ROBOT	Each				
28.	70W GLOBES HPS INT	Each				
29.	T120R CABLE TIE PER PACK	Each				
30.	T50R CABLE TIE PER PACK	Each				
31.	70W GLOBES HPS EXT	Each				
32.	SURFLEX CABLE 1.5 X 2+E	100m				
33.	SURFLEX CABLE 2.5 X 2 +E	100m				
34.	10mm <sup>2</sup> HOUSE WIRE RED	100m				
35.	10 mm <sup>2</sup> HOUSE WIRE BLUE	100m				
36.	10 mm <sup>2</sup> HOUSE WIRE WHITE	100m				
37.	10 mm <sup>2</sup> HOUSE WIRE BLACK	100m				
38.	16 mm <sup>2</sup> HOUSE WIRE RED	100m				
39.	16 mm <sup>2</sup> HOUSE WIRE WHITE	100m				
40.	16 mm <sup>2</sup> HOUSE WIRE BLUE	100m				
41.	16 mm <sup>2</sup> HOUSE WIRE BLACK	100m				



42.	4 mm <sup>2</sup> HOUSE WIRE RED	100m				
43.	4 mm <sup>2</sup> HOUSE WIRE WHITE	100m				
44.	4 mm <sup>2</sup> HOUSE WIRE BLUE	100m				
45.	4 mm <sup>2</sup> HOUSE WIRE BLACK	100m				
46.	1.5 mm <sup>2</sup> HOUSE WIRE RED	100m				
47.	1.5 mm <sup>2</sup> HOUSE WIRE WHITE	100m				
48.	1.5 mm <sup>2</sup> HOUSE WIRE BLUE	100m				
49.	1.5 mm <sup>2</sup> HOUSE WIRE BLACK	100m				
50.	600mm LED TUBE RENESOLA 9W AC100-240V	Each				
51.	DAYLIGHT SWITCH BOTTOM ENTRY	Each				
52.	MOTION SENSOR, (PIR SURFACE MOUNTED SENSOR) 220-240VOLT, 1200 WATTAGE	Each				
53.	1500MM LED LIGHTING TUBES, 100-230 SUPPLY VOLT, 22 WATTAGE(POWER ON BOTH ENDS)	Each				
54.	1200MM LED LIGHTING TUBES, 100-230 SUPPLY VOLT, 20 WATTAGE(POWER ON BOTH ENDS)	Each				
55.	FLOOD LIGHTS LED 100 WATTS	Each				
56.	GLOBES 400W HPS	Each				
57.	SPECTRUM MS10 10AMP 230VAC	Each				
58.	2.5 mm <sup>2</sup> HOUSE WIRE RED	100m				
59.	2.5mm <sup>2</sup> HOUSE WIRE BLACK	100m				
60.	2.5 mm <sup>2</sup> HOUSE WIRE BLUE	100m				

61.	2.5 mm <sup>2</sup> HOUSE WIRE WHITE	100m				
62.	GLOBES GES 250WATT STREETLIGHT HPS SON T	Each				
63.	1.2M LED FLOURESCENT FITTING OPEN CHANNEL	Each				
64.	1.5M LED FLOURESCENT FITTING OPEN CHANNEL	Each				
65.	36W/21-840 TUBES	Each				
66.	18W/840 TUBES	Each				
67	BATTERY LITHIUM 36AH 24V SOLAR BOX KIT OR EQUIVALENT	Each				
68	GEN 0-1 S/L SOLAR 4K 41801 OR EQUIVALENT	Each				
<b>TOTAL</b>						

## **GROUP H**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measur e</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	HACKSAW BLADES 18 TEETH	Each				
2.	HACKSAW BLADES 24 TEETH	Each				
3.	HACKSAW BLADES 32 TEETH	Each				
4.	BOWSAW BLADES 530MM	Each				
5.	BOWSAW BLADES 600MM	Each				
6.	BOWSAW BLADES 750MM	Each				
7.	BOWSAW BLADES 900MM	Each				
8.	BLADES UTILITY/KNIFE BLDES	Each				
9.	BRASS BOLTS AND NUTS 10X65MM	Each				
10.	BRASS BOLTS AND NUTS 12X65MM	Each				
11.	WOOD AUGER 18MM	Each				
12.	WOOD AUGER 22MM	Each				
13.	RAMSET 6X55MM	Each				
14.	0.4X0.19MM SELFTAPPING SCREWS	Each				

**BOLTS AND NUTS MILD STEEL PER KG**

15.	30X12MM	Kg				
16.	30X10MM	Kg				
17.	50X10MM	Kg				
18.	50X12MM	Kg				
19.	65X10MM	Kg				
20.	65X12MM	Kg				
21.	110X10MM	Kg				
22.	110X12MM	Kg				
23.	130X12MM	Kg				
24.	150X12MM	Kg				
25.	180X12MM	Kg				
26.	200X12MM	Kg				
27.	240X12MM	Kg				
28.	255X12MM	Kg				
29.	300X12MM	Kg				
30.	10MM THREADED ROD 750MM	Each				
31.	12MM THREADED ROD 750MM	Each				
32.	16MM THREADED ROD 1M	Each				
33.	20MM THREADED ROD 1M	Each				
34.	20MM THREADED ROD 450MM	Each				
35.	10MM WASHERS	Each				
36.	12MM WASHERS	Each				
37.	16MM WASHERS	Each				
38.	20MM WASHERS	Each				
39.	10MM NUTS	Each				

40.	12MM NUTS	Each				
41.	16MM NUTS	Each				
42.	20MM NUTS	Each				
43.	16MM GALVANISED NUTS	Each				
44.	16MM GALVANISED WASHERS	Each				
45.	530MM BOWSAW	Each				
46.	600MM BOWSAW	Each				
47.	750MM BOWSAW	Each				
48.	900MM BOWSAW	Each				
<b>TOTAL</b>						

**GROUP I****NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	LT1 METER BOXES STAINLESTEEL	Each				
2.	LT2 METER BOXES STAINLESTEEL	Each				
3.	LT3 METER BOXES STAINLESTEEL	Each				
4.	LT4 METER BOXES STAINLESTEEL	Each				
5.	PANEL KEYS	Each				
6.	LT2 PADLOCK +KEYS	Each				
7.	LT3 PADLOCK +KEYS	Each				
8.	LT5 PADLOCK +KEYS	Each				
9.	YORK BOXES STAINLESTEEL 4WAY	Each				
10.	YORK BOXES STAINLESTEEL 2WAY	Each				
<b>TOTAL</b>						

**GROUP J**

**NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	7M TREATED POLE 120MM SABS	Each				
2.	9.14M TREATED POLES 140-160MM SABS[30FT]	Each				
3.	11M TREATED POLE 160-180MM SABS[35FT]	Each				
4.	12M TREATED POLE 180-200MM SABS[40FT]	Each				
<b>TOTAL</b>						

## **GROUP K**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	AMR 3.3M STANDARD TRAFFIC SIGNAL POLES c/w FOUNDATION FRAMES AND MOUNTING BOLTS	Each				
2.	Red LED KIT	Each				
3.	Yellow LED kit					
4.	Green LED kit	Each				
5.	Red man LED man kit	Each				
6.	Green man LED kit	Each				
7.	Yellow arrow LED kit	Each				
8.	Green arrow LED kit	Each				
9.	8 phase controller with mounting pole	Each				
10.	Reflector tape	Each				
11.	Galvanized Cantilever pole including base frame	Each				
12.	S1 signal heads with backing boards	Each				
13.	S8 signal heads with backing	Each				



	boards					
14.	S11p signal heads with backing boards	Each				
15.	Standard traffic pole (3.3M) with base frame	Each				
16.	Controller pole with base frame	Each				
17.	4 Phase controller	Each				
18.	S9 signal heads with backing boards	Each				
19.	Driver modules for controllers	Each				
20.	CPU for controller	Each				
21.	Power supplies for the controllers	each				
<b>TOTAL</b>						

## GROUP L

### NB: TENDER CONDITION:

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

ITEM	DESCRIPTION	Unit/ Measure	1 <sup>st</sup> Year UNIT PRICE	2 <sup>nd</sup> Year UNIT PRICE	3 <sup>rd</sup> Year UNIT PRICE	TOTAL
1.	URN ELEMENT DOUBLE 3KW	Each				
2.	URN THERMOSTAT 20AMPS	Each				
3.	GEYSER ELEMENT 3KW SPIRAL	Each				
4.	UNITHERM 4KW GEYSER ELEMENT HW	Each				
5.	70 <sup>TH</sup> THERMOSTAT	Each				
6.	CRABTREE 4X2 SINGLE SOCKET	Each				
7.	CRABTREE 4X2 SINGLE SOCKET COVER	Each				
8.	CRABTREE 4X4 SINGLE SOCKET	Each				
9.	CRABTREE 4X4 SINGLE SOCKET COVER	Each				
10.	CRABTREE 4X4+2 SLIM SOCKET	Each				
11.	CRABTREE 4X4+2 SLIM SOCKET COVER	Each				
12.	CRABTREE 4X4 DOUBLE SOCKET	Each				
13.	CRABTREE 4X4 DOUBLE	Each				

	SOCKET COVER					
14.	CRABTREE 4X2 1L 1W SWITCH WHITE	Each				
15.	CRABTREE 4X2 1L 1W SWITCH WHITE COVER	Each				
16.	CRABTREE 4X2 2L 1W SWITCH WHITE	Each				
17.	CRABTREE 4X2 2L 1W SWITCH WHITE COVER	Each				
18.	SOLID STOVE PLATES 145mm (1500W)	Each				
19.	SOLID STOVE PLATES 150mm (1500W)	Each				
20.	SOLID STOVE PLATES 180mm (2000W)	Each				
<b>TOTAL</b>						

## GROUP M

### NB: TENDER CONDITION:

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

ITEM	DESCRIPTION	Unit/ Measure	1 <sup>st</sup> Year UNIT PRICE	2 <sup>nd</sup> Year UNIT PRICE	3 <sup>rd</sup> Year UNIT PRICE	TOTAL
1.	CHANNEL IRON 75X50X6MM	Each				
2.	ANGLE IRON 50X50X6MM	Each				
3.	CHAIN SAW STHILL 28 DRIVE LINK MS382 PETROL	Each				
4.	BRUSH CUTTERS STHILL FS280 PETROL	Each				
5.	PETROL DRIL STHILL BT45	Each				
6.	LADDERS FIBER GLASS MODEL 580-42-102 S A LADDER	Each				
7.	LADDERS FIBER GLASS 579 SA LADDER	Each				
8.	LINK STICK – TELESCOPIC 7 SECTION HASTINGS	Each				
9.	DRAW VICES 750KG 3m LIFT	Each				
10.	COME A LONGS 2TON NGK GRIPS 4-22mm JAW OPENING	Each				
11.	COME A LONGS 3TON NGK GRIPS 16-32mm JAW OPENING	Each				
12.	PROXIMITY TESTERS	Each				
13.	WORKING EARTHS	Each				

14.	SLINGS 3TON 4m NYLON	Each				
15.	SLINGS 1TON 10m 50mm FLAT WEBBING	Each				
16.	SLINGS 6.4TON 4 LEG X 2m CHAIN	Each				
17.	SLING 6TON TIE DOWNS RATCHET 9m	Each				
<b>TOTAL</b>						

## **GROUP N**

### **NB: TENDER CONDITION:**

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

<b>ITEM</b>	<b>DESCRIPTION</b>	<b>Unit/ Measure</b>	<b>1<sup>st</sup> Year UNIT PRICE</b>	<b>2<sup>nd</sup> Year UNIT PRICE</b>	<b>3<sup>rd</sup> Year UNIT PRICE</b>	<b>TOTAL</b>
1.	HERBICIDES – ERASE 20L	Each				
2.	GARLON – 20L	Each				
<b>TOTAL</b>						

## GROUP O

### NB: TENDER CONDITION:

- For you to obtain the award, you must submit the lowest but best offer not exceeding the original amount submitted in your original tender document.
- You will be expected to quote and compete with other companies appointed to supply the items required and your highest price per unit should not exceed the original prices that you submitted with your bid.

**This category has got stipulated minimum threshold for local production and content of 90%**

**For bidder to meet or comply with this requirement attached annexures must be completed A, B, C**

ITEM	DESCRIPTION	Unit/ Measure	1 <sup>st</sup> Year UNIT PRICE	2 <sup>nd</sup> Year UNIT PRICE	3 <sup>rd</sup> Year UNIT PRICE	TOTAL
1.	16KVA SINGLE PHASE TRANSFORMER 50Hz 11000/242V	Each				
2.	16KVA SINGLE PHASE TRANSFORMER 50Hz 22000/242V	Each				
3.	25KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
4.	25KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
5.	50KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
6.	50KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
7.	100KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
8.	100KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
9.	200KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
10.	200KVA THREE PHASE	Each				

	TRANSFORMER 50Hz 22000/420V					
11.	315KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
12.	315KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
13.	400KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
14.	400KVA THREE PHASE TRANSFORMER 50Hz 22000/420v	Each				
15.	500KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
16.	500KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
17.	800KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
18.	800KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
19.	1000KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
20.	1000KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
21.	2000KVA THREE PHASE TRANSFORMER 50Hz 11000/420V	Each				
22.	2000KVA THREE PHASE TRANSFORMER 50Hz 22000/420V	Each				
23.	MINISUB 630KVA [HIGH VOLTAGE SWITCH GEAR, TRANSFORMER COMPARTMENT AND LOW VOLTAGE SWITCH GEAR]11000/420V RM6 SCHNEIDER SF6 RMU INSTALLED IN HV	Each				
24.	MINISUB 315KVA [HIGH VOLTAGE SWITCH GEAR, TRANSFORMER COMPARTMENT AND LOW VOLTAGE SWITCH GEAR]11000/420V RM6 SCHNEIDER SF6 RMU INSTALLED IN HV	Each				



25.	MINISUB 500KVA [HIGH VOLTAGE SWITCH GEAR,TRANSFORMER COMPARTMENT AND LOW VOLTAGE SWITCH GEAR]11000/420V SF6 RMU INSTALLED IN HV	Each				
26.	MINI SUB 1200KVA [HV SWITCH GEAR ,TRANSFORMER COMPARTMENT AND LV SWITCH GEAR 22000/420V SF6 RMU INSTALLED IN HV	Each				
27.	<p><b>OUTDOOR RINGMASTER</b> TECHNOLOGY 3WAY (IDI)- SF6; LOAD MAKE AND BREAK, FAULT MAKE ONLY</p> <p>RATED NORMAL CURRENT- 200A; 630A; 1250A</p> <p>RATED OPERATING SEQUENCE- O - 10 SECONDS - C- 3 SECONDS – O</p> <p>RATED VOLTAGE -3.3 - 13.8 KV</p> <p>MECHANISM TYPE [EATS 41-26]- INDEPENDENT MANUAL- INDEPENDENT MANUAL, MOTOR CHARGE SPRING</p> <p>MAXIMUM OPERATING FORCE-&lt; 400N @ 1250 MM HEIGHT</p> <p>MOTOR OPERATING VOLTAGES-24V D.C.</p>	Each				
28.	<p><b>OUTDOOR RINGMASTER</b> TECHNOLOGY 3WAY (III)- SF6; LOAD MAKE AND BREAK, FAULT MAKE ONLY</p> <p>RATED NORMAL CURRENT- 200A; 630A; 1250A</p> <p>RATED OPERATING</p>	Each				

	<p>SEQUENCE- O - 10 SECONDS - C- 3 SECONDS – O</p> <p>RATED VOLTAGE -3.3 - 13.8 KV</p> <p>MECHANISM TYPE [EATS 41-26]- INDEPENDENT MANUAL- INDEPENDENT MANUAL, MOTOR CHARGE SPRING</p> <p>MAXIMUM OPERATING FORCE-&lt; 400N @ 1250 MM HEIGHT</p> <p>MOTOR OPERATING VOLTAGES-24V D.C.</p>					
29.	<p><b>OUTDOOR RINGMASTER</b> TECHNOLOGY 4WAY (IDDI)- SF6; LOAD MAKE AND BREAK, FAULT MAKE ONLY</p> <p>RATED NORMAL CURRENT- 200A; 630A; 1250A</p> <p>RATED OPERATING SEQUENCE- O - 10 SECONDS - C- 3 SECONDS – O</p> <p>RATED VOLTAGE -3.3 - 13.8 KV</p> <p>MECHANISM TYPE [EATS 41-26]- INDEPENDENT MANUAL- INDEPENDENT MANUAL, MOTOR CHARGE SPRING</p> <p>MAXIMUM OPERATING FORCE-&lt; 400N @ 1250 MM HEIGHT</p> <p>MOTOR OPERATING VOLTAGES-24V D.C.</p>	Each				
30.	TRANSFORMER OIL [PER DRUM]	Each				
31.	TRANSFORMER BREATHER	Each				
32.	AUTO-RECLOSER: NOVA 15 CONTROL POWERED (24V-DC)	Each				

	MAGNETICALLY ACTUATED VACUUM INTERRUPTERS. ISO 9001 CERTIFIED QUALITY MANAGEMENT SYSTEM. CONTROLLER TYPE: F6-2PB FORMO6 CONTROL PROTECTION PROFILE: OVERCURRENT, OVER/UNDER VOLTAGE, OVER/UNDER FREQUENCY PLUS INTERFACE CABLE: 19-PIN, 6M CONTROL CABLE WITH MALE AND FEMALE CONNECTORS COMPATIBLE FOR PLUGGING ONTO THE CONTROL AND RECLOSER RECEPTACLES.					
33.	AUTO-RECLOSER NOV A27WITH CONTROLLER AND INTERFACE CABLE .CONTROLLER TYPE: SF6-2PB NOVA FORMO6 CONTROL. CONTROL TO BE COMPATIBLE WITH COOPER TYPE KFMVME RECLOSERS (OF TYPE B CT's (three phase microprocessor).	Each				
34.	RECLOSER CONTROL BATTERIES; 12V 8AHR/20HR RECHARGEABLE NON-SPILLABLE VALVE REGULATED	Each				
35.	CT/VT UNITS: POLE MOUNTED OUTDOOR OIL FILLED 6 LIMB METERING UNIT. OPERATING VOLTAGES: 3PH VT, 11000/22000:110V/100VA/CLASS 0.5 METERING CUBICLE, INTER-CONNECTION CABLE, SINGLE PHASE CT UNITS AND SINGLE PHASE VT UNITS.	Each				
36.	66KV TRANSFORMER BUSHINGS. TYPE: GOB 380/800-0.3-0	Each				
<b>TOTAL</b>						

## **IMPORTANT MATTER FOR CONSIDERATION**

**TENDER WILL BE AWARDED ACCORDING TO  
GROUPS AS INDICATED**

**BIDDERS SHOULD SELECT THE GROUP TO PARTICIPATE ON AND MAKE SURE ALL ITEMS PER GROUP ARE  
QUOTED FOR, FAILURE TO DO SO WILL LEAD TO DISQUALIFICATION**

**TENDER WILL BE AWARDED TO MORE THAN ONE BIDDERS PER  
GROUP AND THEY WILL ROTATE**

**MATERIALS WILL SUPPLIED TO MUNICIPALITY AS AND WHEN  
NEEDED BY THE MUNICIPALITY**

**PRICE MUST BE PER UNIT COST PLUS VAT**

**ITEMS REQUIRED WILL BE DETERMINED BY THE MUNICIPALITY FROM TIME  
TO TIME OVER THE PERIOD OF THE TENDER**

**ALL MATERIALS TO BE NEW AND SABS CODED**

**ALL CABLES MUST BE NUMBERED**

**NO RECONDITIONED OR SECOND-HAND MATERIALS AND**

**EQUIPMENT WILL BE ACCEPTED**

**PRICE BENCH MARKING WILL BE DONE BEFORE AWARDED OF THIS  
TENDER**

### **EVALUATION OF THE TENDER**

- A. Items under group B,C and O must comply with stipulated minimum threshold for local production and content for Electrical cables, Transformers' and Meters**
- B. 80/20 preference point will apply : 80 for price and 20 for BBEE points**

**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:

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

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%.



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)

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

**DECLARATION OF INTEREST**

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

3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

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

3.2 Identity Number:  
.....

3.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>):.....

3.4 Company Registration Number:  
.....

3.5 Tax Reference Number:.....

3.6 VAT Registration Number:  
.....

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

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

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

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

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



- (d) an employee of any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

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

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

3.9.1 If yes, furnish particulars.....

.....  
 3.10 Do you have any relationship (family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid? .....  
**YES / NO**

3.10.1 If yes, furnish particulars.  
 .....  
 .....

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

3.11.1 If yes, furnish particulars  
 .....  
 .....

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

3.12.1 If yes, furnish particulars.  
 .....  
 .....

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

3.13.1 If yes, furnish particulars.  
 .....  
 .....

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

3.14.1 If yes, furnish particulars:

.....  
.....

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

<b>Full Name</b>	<b>Identity Number</b>	<b>State Employee Number</b>

.....  
**Signature**

.....  
**Date**

.....  
**Capacity**

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

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011**

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011.**

**1. GENERAL CONDITIONS**

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

- the 80/20 system for requirements with a Rand value of up to R1 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R1 000 000 (all applicable taxes included).

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

1.3 Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.4 The maximum points for this bid are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>B-BBEE STATUS LEVEL OF CONTRIBUTION</b>	20
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

1.5 Failure on the part of a bidder to submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS), or a Registered Auditor approved by the Independent Regulatory Board of Auditors (IRBA) or a sworn affidavit confirming annual turnover and level of black ownership in case of an EME and QSE together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

**2. DEFINITIONS**

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;

- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003) as amended by Act No 46 of 2013;
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 ( Act No. 53 of 2003);
- (o) **“rand value”** means the total estimated value of a contract in South African currency, calculated at the time of bid invitations, and includes all applicable taxes and excise duties;
- (p) **“sub-contract”** means the primary contractor’s assigning, leasing, making out work to, or employing, another person to support such primary contractor in the execution of part of a project in terms of the contract;
- (q) **“total revenue”** bears the same meaning assigned to this expression in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act and promulgated in the *Government Gazette* on 9 February 2007;
- (r) **“trust”** means the arrangement through which the property of one person is made over or bequeathed to a trustee to administer such property for the benefit of another person; and
- (s) **“trustee”** means any person, including the founder of a trust, to whom property is bequeathed in order for such property to be administered for the benefit of another person.

### 3. ADJUDICATION USING A POINT SYSTEM

- 3.1 The bidder obtaining the highest number of total points will be awarded the contract.
- 3.2 Preference points shall be calculated after prices have been brought to a comparative basis taking into account all factors of non-firm prices and all unconditional discounts;

- 3.3 Points scored must be rounded off to the nearest 2 decimal places.
- 3.4 In the event that two or more bids have scored equal total points, the successful bid must be the one scoring the highest number of preference points for B-BBEE.
- 3.5 However, when functionality is part of the evaluation process and two or more bids have scored equal points including equal preference points for B-BBEE, the successful bid must be the one scoring the highest score for functionality.
- 3.6 Should two or more bids be equal in all respects, the award shall be decided by the drawing of lots.

#### 4. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- $P_s$  = Points scored for comparative price of bid under consideration
- $P_t$  = Comparative price of bid under consideration
- $P_{\min}$  = Comparative price of lowest acceptable bid

#### 5. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTION

- 5.1 In terms of Regulation 5 (2) and 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2

Non-compliant contributor	0	0
---------------------------	---	---

- 5.2 A bidder who qualifies as an EME in terms of the B-BBEE Act must submit a sworn affidavit confirming Annual Total Revenue and Level of Black Ownership.
- 5.3 A Bidder other than EME or QSE must submit their original and valid B-BBEE status level verification certificate or a certified copy thereof, substantiating their B-BBEE rating issued by a Registered Auditor approved by IRBA or a Verification Agency accredited by SANAS.
- 5.4 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.5 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.6 Tertiary Institutions and Public Entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.7 A person will not be awarded points for B-BBEE status level if it is indicated in the bid documents that such a bidder intends sub-contracting more than 25% of the value of the contract to any other enterprise that does not qualify for at least the points that such a bidder qualifies for, unless the intended sub-contractor is an EME that has the capability and ability to execute the sub-contract.
- 5.8 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

**6. BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 5.1**

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or a Registered Auditor approved by IRBA or a sworn affidavit.

**8. SUB-CONTRACTING**

8.1 Will any portion of the contract be sub-contracted?

*(Tick applicable box)*

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

8.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME.

**(Tick applicable box)**

YES		NO	
-----	--	----	--

**9. DECLARATION WITH REGARD TO COMPANY/FIRM**

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

**9.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**9.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

**9.7 MUNICIPAL INFORMATION**

**Municipality where business is situated:** .....

**Registered Account Number:** .....

**Stand Number:**.....

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

9.9

I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
  - (a) disqualify the person from the bidding process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution.

WITNESSES

1. ....

2. ....

.....

SIGNATURE(S) OF BIDDERS(S)

DATE: .....



## DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

**The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.**

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;
- 2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:**

item no	Description	Quantity	Stipulated minimum threshold %
1.	<b>GROUP B</b>	M2 No of item: 34	90
2.	<b>GROUP C</b>	EACH No of item:05	90
3.	<b>GROUP O</b>	EACH No of item: 36	90

3. Does any portion of the goods or services offered have any imported content?

*(Tick applicable box)*

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

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

3. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

**LOCAL CONTENT DECLARATION**

**(REFER TO ANNEX B OF SATS 1286:2011)**

**LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)**

**IN RESPECT OF BID NO. 32 OF 2022 SUPPLY AND DELIVERY OF ELECTRICAL MATERIAL FOR THE PERIOD OF THREE(03) YEARS**

**ISSUED BY: MAKHADO LOCAL MUNICIPALITY**  
 .....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on [http://www.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, ..... (full names), do hereby declare, in my capacity as ..... of ..... (name of bidder entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
  - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**MBD 8**

## **DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(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).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
Item	Question	Yes	No
4.4	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	<p>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?</p>	<p>Yes</p> <input type="checkbox"/>	<p>No</p> <input type="checkbox"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

**MBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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

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

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

### CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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

I certify, on behalf of: \_\_\_\_\_ that

(Name of Bidder)

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



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

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

.....

Position

Js9141w 4

.....

Date

.....

Name of Bidder

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: .....

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

	(C20) Total tender value R
	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

	(C20) Total tender value R
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	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
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 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

**Signature of tenderer from Annex B**

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

	(C20) Total tender value	R	
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
	(C23) Total Imported content	R	
	(C24) Total local content	R	
	(C25) Average local content % of tender		



## Annexures C

### Local Content Declaration - Summary Schedule

(C1) Tender No.  
 (C2) Tender description:  
 (C3) Designated product(s)  
 (C4) Tender Authority:  
 (C5) Tendering Entity name:  
 (C6) Tender Exchange Rate:  
 (C7) Specified local content:

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

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(C1) **Tender No.**  
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 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

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	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
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 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

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	(C20) Total tender value R
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## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
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 (C3) **Designated product(s)**  
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 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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	(C20) Total tender value R
	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

	(C20) Total tender value R
	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

	(C20) Total tender value R
	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
	(C25) Average local content % of tender

## Annexures C

### Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

Signature of tenderer from Annex B

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

	(C20) Total tender value R
	(C21) Total Exempt imported content R
	(C22) Total Tender value net of exempt imported content R
	(C23) Total Imported content R
	(C24) Total local content R
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### Annexures C

## Local Content Declaration - Summary Schedule

(C1) **Tender No.**  
 (C2) **Tender description:**  
 (C3) **Designated product(s)**  
 (C4) **Tender Authority:**  
 (C5) **Tendering Entity name:**  
 (C6) **Tender Exchange Rate:**  
 (C7) **Specified local content:**

**Note:** VAT to be excluded from all calculations

Pula       EU       GBP

Calculation of local content							
Tender item no's	List of items	Tender price - each (excl VAT)	Exempted imported value	Tender value net of exempted imported content	Imported value	Local value	Local content % (per item)
(C8)	(C9)	(C10)	(C11)	(C12)	(C13)	(C14)	(C15)

Tender summary			
Tender Qty	Total tender value	Total exempted imported content	Total Imported content
(C16)	(C17)	(C18)	(C19)

	(C20) Total tender value R		
	(C21) Total Exempt imported content	R	
	(C22) Total Tender value net of exempt imported content	R	
	(C23) Total Imported content	R	
	(C24) Total local content	R	
	(C25) Average local content % of tender		

Signature of tenderer from Annex B

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





**Annex D**

**Imported Content Declaration - Supporting Schedule to Annex C**

(D1) Tender No: \_\_\_\_\_  
 (D2) Tender description: \_\_\_\_\_  
 (D3) Designated Products: \_\_\_\_\_  
 (D4) Tender Authority: \_\_\_\_\_  
 (D5) Tendering Entity name: \_\_\_\_\_  
 (D6) Tender Exchange Rate: \_\_\_\_\_ Pula \_\_\_\_\_

Note: VAT to be excluded from all calculations

EU R 9.00 GBP R 12.00

**A. Exempted imported content**

Tender item no's	Description of imported content	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Exchange Rate	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Exempted imported value
(D17)	(D18)	(D19)	(D20)	(D21)	(D22)	(D23)	(D24)	(D25)	(D26)	(D27)	(D28)

(D29) Total exempt imported value

This total must correspond with Annex C - C 21

**B. Imported directly by the Tenderer**

Tender item no's	Description of imported content	Unit of measure	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Tender Qty	Total imported value
(D30)	(D31)	(D32)	(D33)	(D34)	(D35)	(D36)	(D37)	(D38)	(D39)	(D40)	(D41)

(D42) Total imported value by tenderer

**C. Imported by a 3rd party and supplied to the Tenderer**

Description of imported content	Unit of measure	Local supplier	Overseas Supplier	Calculation of imported content						Summary	
				Foreign currency value as per Commercial Invoice	Tender Rate of Exchange	Local value of imports	Freight costs to port of entry	All locally incurred landing costs & duties	Total landed cost excl VAT	Quantity Imported	Total imported value
(D43)	(D44)	(D45)	(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D52)	(D53)	(D54)

(D45) Total imported value by 3rd party

**D. Other foreign currency payments**

Type of payment	Local supplier making the payment	Overseas beneficiary	Calculation of foreign currency payments		Summary of payments
			Foreign currency value paid	Tender Rate of Exchange	
(D46)	(D47)	(D48)	(D49)	(D50)	(D51)

(D52) Total of foreign currency payments declared by tenderer and/or 3rd party

(D53) Total of imported content & foreign currency payments - (D32), (D45) & (D52) above

This total must correspond with Annex C - C 23

Signature of tenderer from Annex B

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





## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
<b>(E13) Total local content</b>			

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

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

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
<b>(E13) Total local content</b>			

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

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

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	<input style="width: 95%;" type="text"/>
(E2)	Tender description:	<input style="width: 95%;" type="text"/>
(E3)	Designated products:	<input style="width: 95%;" type="text"/>
(E4)	Tender Authority:	<input style="width: 95%;" type="text"/>
(E5)	Tendering Entity name:	<input style="width: 95%;" type="text"/>

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			<input style="width: 95%;" type="text"/>

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	<input style="width: 95%;" type="text"/>
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	<input style="width: 95%;" type="text"/>
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	<input style="width: 95%;" type="text"/>
<b>(E13) Total local content</b>			<input style="width: 95%;" type="text"/>

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

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

## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
(E3)	Designated products:	
(E4)	Tender Authority:	
(E5)	Tendering Entity name:	

**Note:** VAT to be excluded from all calculations

Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
	(E6)	(E7)	(E8)
<b>(E9) Total local products (Goods, Services and Works)</b>			

(E10)	<b>Manpower costs</b>	(Tenderer's manpower cost)	
(E11)	<b>Factory overheads</b>	(Rental, depreciation & amortisation, utility costs, consumables etc.)	
(E12)	<b>Administration overheads and mark-up</b>	(Marketing, insurance, financing, interest etc.)	
<b>(E13) Total local content</b>			

This total must correspond with Annex C - C24

**Signature of tenderer from Annex B**

\_\_\_\_\_

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



## Annex E

### Local Content Declaration - Supporting Schedule to Annex C

(E1)	Tender No.	
(E2)	Tender description:	
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Local Products (Goods, Services and Works)	Description of items purchased	Local suppliers	Value
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(E12)	<b>Administration overheads and mark-up</b> (Marketing, insurance, financing, interest etc.)	
<b>(E13) Total local content</b>		
This total must correspond with Annex C - C24		

**Signature of tenderer from Annex B**

\_\_\_\_\_

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

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **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](http://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 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** 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.