

RAMOTSHERE MOILOA LOCAL MUNICIPALITY



INVITATION TO BID

(In terms of the Supply Chain Management Regulations (Government Gazette 27636 of 30 May 2005))

BID NO: RMLM:SCM 2021/2022-009T

APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

Closing Date and Time: Wednesday, 16 February 2022 at 11H00

NAME OF BIDDER:		Bidder VAT registered?
TOTAL BID PRICE (INCL VAT): (Brought forward from MBD 3.1)		Yes: ☐ No: ☐

Please note that it is compulsory for all service providers to complete the above required information

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1. BID CHECKLIST

Bidders are to use this checklist to ensure that the bid documentation is complete for administrative compliance. The bidder is to indicate that the documentation is complete and included in the bid document by completing the table below.

Tick to indicate that the information is included

Item	Description	Yes	No	n/a
1.	Is your business registered as accredited prospective supplier with Ramotshere Moiloa Local Municipality?	☐	☐	☐
2.	Is the bid document administration fee paid and a copy of the receipt attached to the bid document?	☐	☐	☐
3.	Did you read and understand all pages of the bid document?	☐	☐	☐
4.	Did you complete the bid documents in black ink?	☐	☐	☐
5.	Did you provide a certified copy of your company registration and VAT registration certificates?	☐	☐	☐
6.	Did you provide a certified copy of your identity document in case of sole proprietorship?	☐	☐	☐
7.	Did you provide an original and valid CIDB registration certificate or a certified copy thereof, if applicable.			
8.	Did you provide registration certificate pertaining to the relevant industry e.g. (Electrical Contractors Board), if applicable?	☐	☐	☐
9.	Did you provide a covering letter?	☐	☐	☐
10.	Did you provide an original and valid tax clearance certificate? (MBD2)	☐	☐	☐
11.	Did you complete and sign the Bid Declaration Form? (section 3)	☐	☐	☐
12.	Where applicable, is the resolution taken the Board of Directors/Members/Partners completed and signed? (section 4)	☐	☐	☐
13.	Where applicable, is the resolution taken the Board of Directors of a Consortium or Joint Venture completed and signed? (section 5)	☐	☐	☐
14.	Is invitation to bid completed and signed?(MBD 1)	☐	☐	☐
15.	Is the Declaration of Interest completed and signed? (MBD 4)	☐	☐	☐
16.	Is the Declaration of Bidder's Past Supply Management Practices completed and signed? (MBD 8)	☐	☐	☐
17.	Is the Certificate of Independent Bid Determination completed and signed? (MBD 9)	☐	☐	☐
18.	Did you complete and sign the Previous Work Experience of a Similar Nature section? (section 9)	☐	☐	☐
19.	Is the Preference Points Claim Form in Terms of the Preferential Procurement Regulation 2011 completed and signed? (MBD 6.1)	☐	☐	☐
20.	Did you provide an original and valid B-BBEE status level verification certificate or a certified copy thereof or, if you qualify as an EME, did you provide a verification certificate? (MBD 6.1)	☐	☐	☐
21.	Does the product/service offered conform to the Bid Specifications?	☐	☐	☐
22.	Is Pricing Schedule completed?(MBD 3.1)	☐	☐	☐
23.	Where applicable, is the Declaration for Procurement Above R10 million (all applicable taxes included) completed and signed? (MBD 5)	☐	☐	☐
24.	Did you attach the annual financial statements as required in MBD 5? (For Procurements above R10 million)	☐	☐	☐

2. SPECIAL CONDITIONS OF BID

1. The Municipality's document must be kept as supplied and submitted with all schedules / forms fully completed.
2. Any other documents, certificates etc. must be attached as an annexure to the official Municipal document.
3. Where the Municipality's official document is taken apart and not submitted as supplied, the bid might be rejected.
4. Schedules / forms not duly completed and signed by the bidder will result in a bid not being considered.
5. All Forms of Special Conditions in Specifications should be included.
6. The bid document must be completed in black ink, and prices must be VAT inclusive, unless otherwise specified.
7. The lowest or any Bid will not be necessarily be accepted, and Ramotshere Moiloa Local Municipality reserves the right to accept the whole or any portion of a Bid.
8. All prices and details must be legible to ensure the bid will be considered for adjudication.
9. Corrections may not be made by means of correction fluid such as Tip – Ex, or any other similar product. In the event of a mistake being made, it should be crossed out in ink and be accompanied by a full signature at each and every alteration. The Municipality reserves the right to reject the bid if corrections are not made in accordance with the above.
10. All bid documents must include the following documents:
 - Copies of cc/co registration certificates;
 - Certified copy of Identity document of Director/s and in the case of sole proprietorship;
 - Tax Compliance pin of the Company.
 - Proof of CIDB Registration of 1CE or Higher
 - Original Proof of Purchase of the Tender Document
 - Full CSD Report
 - Letter Confirming Banking Details not older than 3 Months
 - Company Profile
 - Proof of Municipal rates/ letter from Tribal Authority/ copy of a Lease Agreement for the Company
 - In case of Joint Venture must submit a Joint Venture Agreement
 - Certified COIDA
11. The bidder may submit a comprehensive company profile, for example the founding company statements, as well as a detailed exposition of previous work done.
12. Bidders are required to be registered on the Ramotshere Moiloa Local Municipality Supplier Database. Service Providers are required to be registered on the Municipality's data base (Application forms are obtainable from the Finance Department of the Municipality).
13. No bid forwarded by e – mail, telegram, telex, facsimile or similar apparatus will be considered.
14. Late bids shall not be admitted for consideration.
15. Bids must be properly received and deposited in the bid box of the #Municipality# on or before 11:00 on Monday 17th of January 2022. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description, at the offices of the Municipality situated in Cnr Coetzee and President str, Zeerust
16. Copyright / Patent Rights – Copyright in any document produced, and the patent rights or ownership in any plant, machinery, thing, system or process designed or devised, by a consultant in the course of the consultancy service is vested in the Ramotshere Moiloa Local Municipality.

3. EVALUATION

The following evaluation method will be used:

1. After the closing date of the bid invitation, an appointed evaluation committee of Ramotshere Moiloa Local Municipality officials and possibly other external parties will evaluate the proposals of the bidders.
2. The committee will individually evaluate each of the bid received against the appointed criteria as provided for in Preferential Procurement Policy Framework Act of 2005 (as amended).

All bids submitted will be evaluated for Functionality only.

Bids will be evaluated in accordance with the preferential procurement Policy Framework Act (PPFA), using the 80/20 split.

The assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold value of 70 points. A bid will be disqualified if it fails to meet the minimum threshold value for functionality as per the bid invitation.

For functionality, the following criteria will be applicable and the maximum value of points breakdown for each criterion using these scale level descriptors:

Point's breakdown:

Functionality Table

CRITERIA		POINTS	
		MAX	
PROJECT TEAM		50	
Contract Manager		25	
	N. Dip: Civil + 15 Years' Experience or B-Tech Civil + 10 Years' Experience	10	
	Bsc/B-Tech Civil + 15 Years' Experience	25	
Site Agent		15	
	No Qualification: with/plus	0	
	Qualification at least N. Dip Civil Eng.: with/plus	5	
	< 5 Years Experience in Construction Industry	2	
	5 to 10 Years Experience in Construction Industry	6	
	> 10 Years Experience in Construction Industry. Site Agent / Construction Manager at NQF level 5 "Manage Labour-Intensive Construction Processes" or equivalent Quality Council for Trades and Occupations (QCTO) qualifications at NQF level 5 or 7.	10	
Foreman		10	
	5 to 10 Years' Experience in Civil Engineering Construction	3	
	10 to 15 Years' Experience in Civil Engineering Construction	8	
	> 15 Years' Experience in Civil Engineering Construction. Foremen/ Supervisors at NQF level 4 "National Certificate: Supervision of Civil Engineering Construction Processes" (10)	10	
FINANCIAL RISK RATING		10	
	Bank Rating D	2	
	Bank Rating C	6	
	Bank Rating B	8	
	Bank Rating A	10	
SIMILAR PROJECTS COMPLETED (ATTACH APPOINTMENT LETTERS & COMPLETION CERT)		30	
	Projects < R500k or No Information Provided	10	
	2 Successful Projects R500k ≥ R3m/project	20	
	2 Successful Projects > R3m/project	30	
LOCALITY		10	
	Province	3	
	District Municipality	6	
	Ramotshere Moiloa Local Municipality	10	
GRAND TOTALS (POINTS)		100	

4. BID DECLARATION

1. I/we Mr/Mrs/Messrs _____ duly assigned to represent the bidder for the purpose of this bid, hereby bid to supply the goods and/or render services described in the attached documents to the Ramotshere Moiloa Local Municipality on terms and conditions stipulated in this bid and in accordance with the specifications stipulated in the bid documents (which shall be taken as part of, and incorporated into this bid) at the prices reflected in the Pricing Schedule.
2. I/we agree that this offer shall remain valid for a period of **90** days commencing from the closing date and time of this bid.
3. I/We further agree that:
 - 3.1 This bid and its acceptance shall be subject to the terms and conditions contained in the in the Ramotshere Moiloa Local Municipality Supply Chain Management Policy;
 - 3.2 if I/we withdraw my/our bid within the period for which I/we have agreed that the bid shall remain open for acceptance, or fail to fulfil the contract when called upon to do so, Ramotshere Moiloa Local Municipality may, without prejudice to its other rights, agree to the withdrawal of my/our bid or cancel the contract that may have been entered into between me/us and Ramotshere Moiloa Local Municipality and I/we will then pay to Ramotshere Moiloa Local Municipality any additional expense incurred by Ramotshere Moiloa Local Municipality having either to accept any less favourable bid or, if fresh bids have to be invited, the additional expenditure incurred by the invitation of fresh bids and by the subsequent acceptance of any less favourable bid; Ramotshere Moiloa Local Municipality shall also have the right to recover such additional expenditure by set-off against moneys which may be due or become due to me/us under this or any other bid or contract or against any guarantee or deposit that may have been furnished by me/us or on my/our behalf for the due fulfilment of this or any other bid or contract and pending the ascertainment of the amount of such additional expenditure to retain such moneys, guarantee or deposit as security for any loss Ramotshere Moiloa Local Municipality may sustain by reason of my/our default;
 - 3.3 If my/our bid is accepted the acceptance may be communicated to me/us by letter or order by certified mail or registered mail. Such posting shall be deemed to be proper service of such notice with effect from the date of posting/dispatch of such notice;
 - 3.4 The law of the Republic of South Africa shall govern the contract created by the acceptance of my/our bid and that I/we choose *domicilium citandi et executandi* in the Republic of South Africa, where any and all legal notices may be served at (full street address of this place):

4. I/we furthermore confirm that I/we have satisfied myself/ourselves as to the correctness and validity of my/our bid; that the price(s) and rate(s) quoted cover all the work/item(s) specified in the bid documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/we accept that any mistakes regarding price(s) and calculations will be at my/our risk.
5. I/we hereby accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me/us under this agreement as the Principal(s) liable for the due fulfilment of this contract.
6. I/we agree that any action arising from this contract may in all respects be instituted against me/us and I/we hereby undertake to satisfy fully any sentence or judgment which may be pronounced against me/us as a result of such action.
7. I/we declare that I/we have participation/no participation* in the submission of any other offer for the supplies/services described in the attached documents. *If in the affirmative, state name(s) of bid(s) involved.

Name of Bidder: _____

Signature _____

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

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

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to the Ramotshere Moiloa Local Municipality in respect of the following project:

BID NO: RMLM:SCM 2021/2022-009T APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN- WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

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

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

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

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

(Name of Bidder)

Held at _____ On _____
(Place) (Date)

RESOLVED THAT:

1. The enterprise submits a Bid to Ramotshere Moiloa Local Municipality in respect of the following project:

BID NO: RMLM:SCM 2021/2022-009T APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN- WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

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

(Enterprise full Name and Registration Number)

(Enterprise full Name and Registration Number)

2. Mr/Mrs/Ms _____

In his/her capacity as _____ and who will sign as follows:

(Specimen Signature)

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

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

(Physical Address)

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

	Name	Capacity	Signature
1			
2			
3			
4			
5			
6			

Enterprise Stamp

7. INVITATION TO BID (MBD 1)

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF RAMOTSHERE MOILOA LOCAL MUNICIPALITY

BID NUMBER: BID NO: RMLM:SCM 2021/2022-009T
CLOSING DATE AND TIME: 16 February 2022 at 11h00
BID DESCRIPTION: APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN- WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

The Successful bidder will be required to fill in and sign a written Contract Form (MDB 7)

NB: A compulsory site inspection and bid briefing meeting with representatives of the Municipality will be held not be held.

NB: Bids must be properly received and deposited in the bid box of Ramotshere Moiloa Local Municipality on or before the closing date and before the closing time. Bid offers must be submitted in a sealed envelope properly marked in terms of the bid number and bid description as indicated above. No bid offers will be accepted via e-mail, facsimile (fax) or telegram.

DEPOSITED IN THE BID BOX SITUATED AT:

Ramotshere Moiloa Local Municipality
 Cnr Coetzee and President str,
 Zeerust
 2865

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

The bid box is available during office hours (Monday to Friday, 07H30 to 16H00).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT

NB: NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE (as defined in Regulation 1 of the Local Government: Municipal Supply Chain Management Regulations)

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER CODE.....NUMBER.....

CELLPHONE NUMBER

FACSIMILE NUMBER CODE.....NUMBER.....

E-MAIL ADDRESS

VAT REGISTRATION NUMBER.....

HAS AN ORIGINAL AND VALID TAX CLEARANCE CERTIFICATE BEEN ATTACHED? (MBD 2) *YES / NO
* Delete if not applicable

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (MBD 6.1) *YES / NO
* Delete if not applicable

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

- ☐ An accounting officer as contemplated in the Close Corporation Act (CCA)
- ☐ A verification agency accredited by the South African National Accreditation System (SANAS)
- ☐ A registered auditor

(Tick applicable box)

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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? *YES / NO
* Delete if not applicable
(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

DATE

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL BID PRICE R.....

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Municipality: Ramotshere Moiloa Local Municipality

Department: Finance

Contact Person: Ms B C Nkgothoe

Tel: 018 642 1081

Fax: 018 642 2021

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr D Mokgalagadi

Tel: 018 642 1081

Fax: 018 642 2021

8. TAX CLEARANCE REQUIREMENTS (MBD 2)

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)		
Trading name (if applicable)		
ID/Passport no		Company/Close Corp. registered no
Income Tax ref no		PAYE ref no 7
VAT registration no 4		SDL ref no L
Customs code		UIF ref no U
Telephone no	CODE - NUMBER	Fax no CODE - NUMBER
E-mail address		
Physical address		
Postal address		

Particulars of representative (Public Officer/Trustee/Partner)

Surname		
First names		
ID/Passport no		Income Tax ref no
Telephone no	CODE - NUMBER	Fax no CODE - NUMBER
E-mail address		
Physical address		

9. PRICING SCHEDULE – FIRM PRICES (MBD 3.1)

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

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

Name of Bidder:

Bid number: BID NO: RMLM:SCM 2021/2022-009T
 Closing day and time: 16 February 2022 at 11h00
 Bid description: APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN- WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

1. EXECUTIVE SUMMARY

Firm bids are hereby requested from registered and accredited service providers who have a CIDB contractor grading designation of **1CE** or higher for APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN- WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS) to the Ramotshere Moiloa Local Municipality with the following specifications as a minimum:

2. PURPOSE

The Purpose of the Project to to Develop a Panel for Civil Engineering Contractors for Supply, Delivery, Maintenance of water and sanitation infrastructure as in when required for a period of 36 Months (3 Years).

3. BACKGROUND

The Background of the project is to develop a panel of Civil Engineering Contractors for Supply, Delivery, Maintenance of water and sanitation infrastructure as in when required for a period of 36 Months (3 Years). These contractors will be invited to tender on a close tender system depending on their CID grading and the magnitude of the project.

4. SCOPE AND PARAMETERS

The Scope of the works will be developed once there is a specific project assigned to their contractor.

5. BILL OF QUANTITIES

There is no Bill since there is no specific project assigned.

6. PRICING SCHEDULE / SUMMARIZED BILL OF QUANTITIES

Item No.	Quantity	Description of Goods / services required	Bid Price in RSA Currency (all applicable taxes included**)
1			
2			
3			
4			
		Delivery / travel and subsistence costs	
		Other (State nature:)	
		Nett price (Excluding VAT)	
		VAT	
		Total bid price (Including VAT) (Carry forward to front cover of this bid document)	

Required by:

At:

Does offer comply with the specifications?

*YES / NO

* Delete if not applicable

If not to specification, indicate deviation(s):

.....

Period required for delivery: *Delivery: Firm/not firm
* Delete if not applicable

Delivery basis:

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

** "all applicable taxes" includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

10. PREVIOUS WORK EXPERIENCE OF A SIMILAR NATURE

List main work experience of a **similar nature to this bid** successfully executed and completed (or on-going) in the last five (5) years:

No	Institution / client / employer	Project description	Date started	Date completed (indicate projected completion if on-going)	Project value in Rand	Name and contact details of contact person / reference at institution
1						
2						
3						
4						
5						
6						
7						
8						
9						
10						

Representatives of the #Municipality# are hereby authorized to contact the above contact persons / references of the various institutions to verify the correctness of the information as supplied.

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

11. DECLARATION OF INTEREST (MBD 4)

1. **No bid will be accepted from persons in the service of the state*.**
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.
3. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid:
 - 3.1 Full Name:
 - 3.2 Identity Number:
 - 3.3 Company Registration Number:
 - 3.4 Tax Reference Number:
 - 3.5 VAT Registration Number:
 - 3.6 Are you presently in the service of the state *YES / NO
* Delete if not applicable
 - 3.6.1 If so, furnish particulars.

 - 3.7 Have you been in the service of the state for the past twelve months *YES / NO
* Delete if not applicable
 - 3.7.1 If so, furnish particulars.

 - 3.8 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
* Delete if not applicable
 - 3.8.1 If so, furnish particulars.

 - 3.9 Are you aware of any relationship (family, friend, other) between a 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
* Delete if not applicable
 - 3.9.1 If so, furnish particulars

• 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.

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO
* Delete if not applicable

3.10.1 If so, furnish particulars.
.....
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state? *YES / NO
* Delete if not applicable

3.11.1 If so, furnish particulars.
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

12. DECLARATION FOR PROCUREMENT ABOVE R10 MILLION (ALL APPLICABLE TAXES INCLUDED) (MBD 5)

For all procurement expected to exceed R10 million (all applicable taxes included), bidders must complete the following questionnaire:

1. Are you by law required to prepare annual financial statements for auditing? *YES / NO
* Delete if not applicable
 - 1.1 If yes, submit audited annual financial statements for the past three years or since the date of establishment if established during the past three years.
.....
.....
2. Do you have any outstanding undisputed commitments for municipal services towards any municipality for more than three months or any other service provider in respect of which payment is overdue for more than 30 days? *YES / NO
* Delete if not applicable
 - 2.1 If no, this serves to certify that the bidder has no undisputed commitments for municipal services towards any municipality for more than three months or other service provider in respect of which payment is overdue for more than 30 days.
 - 2.2 If yes, provide particulars.
.....
.....
.....
.....
3. Has any contract been awarded to you by an organ of state during the past five years, including particulars of any material non-compliance or dispute concerning the execution of such contract? *YES / NO
* Delete if not applicable
 - 3.1.1 If yes, furnish particulars
.....
.....
.....
.....
4. Will any portion of goods or services be sourced from outside the Republic, and, if so, what portion and whether any portion of payment from the municipality / municipal entity is expected to be transferred out of the Republic? *YES / NO
* Delete if not applicable
 - 4.1 If yes, furnish particulars
.....
.....
.....
.....

CERTIFICATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

13. PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2011 (MBD 6.1)

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 #POINTOPTION#

1.3 Preference points for this bid shall be awarded for:

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

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

	POINTS
1.3.1.1 PRICE	80
1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION	20
Total points for Price and B-BBEE must not exceed	100

1.4 Failure on the part of a bidder to fill in and/or to sign this form and 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 an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5 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

2.1 **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;

2.2 **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad -Based Black Economic Empowerment Act;

2.3 **“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;

2.4 **“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;

2.5 **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);

2.6 **“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;

2.7 **“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;

2.8 **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;

- 2.9 **“EME”** means any enterprise with annual total revenue of R5 million or less;
- 2.10 **“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;
- 2.11 **“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;
- 2.12 **“non-firm prices”** means all prices other than “firm” prices;
- 2.13 **“person”** includes a juristic person;
- 2.14 **“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;
- 2.15 **“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;
- 2.16 **“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;
- 2.17 **“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
- 2.18 **“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:

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

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	8	16
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

- 5.2 Bidders who qualify as EMEs in terms of the B-BBEE Act must submit a certificate issued by an Accounting Officer as contemplated in the CCA or a Verification Agency accredited by SANAS or a Registered Auditor. Registered auditors do not need to meet the prerequisite for IRBA's approval for the purpose of conducting verification and issuing EMEs with B-BBEE Status Level Certificates.
- 5.3 Bidders other than EMEs 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 1.3.1.2 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 an Accounting Officer as contemplated in the CCA)

8 SUB-CONTRACTING

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

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? YES / NO (delete which is not applicable)

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of 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-BBEE 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 BIDDER (S) DATE:

14. DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES (MBD 8)

1. This serves as a declaration 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.
2. The bid of any bidder may be rejected if that bidder or any of its directors have:
 - a. abused the municipality'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. wilfully 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).
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as a company or person prohibited from doing business with the public sector? (Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied). The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.	Yes ☐	No ☐
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court of law outside the Republic of South Africa) for fraud or corruption during the past five years?	Yes ☐	No ☐
3.3.1	If so, furnish particulars:		
3.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes ☐	No ☐
3.4.1	If so, furnish particulars:		
3.5	Was any contract between the bidder and the municipality or any other organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes ☐	No ☐
3.5.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM TO BE 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

15. CERTIFICATE OF INDEPENDENT BID DETERMINATION (MBD 9)

- 1 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).^{*} Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 2 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.
- 3 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.
- 4 In order to give effect to the above, the attached Certificate of Bid Determination (**MBD 9**) must be completed and submitted with the bid:

^{*} 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 BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

BID NO: RMLM:SCM 2021/2022-009T APPOINTMENT OF PANEL FOR CIVIL ENGINEERING CONTRACTORS FOR SUPPLY, DELIVERY, MAINTENANCE OF WATER AND SANITATION INFRASTRUCTURE AS-AN-WHEN REQUIRED FOR A PERIOD OF 36 MONTHS (3 YEARS)

in response to the invitation for the bid made by:

Ramotshere Moiloa Local Municipality

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

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

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign, the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
(a) has been requested to submit a bid in response to this bid invitation;
(b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
(c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium* will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
(a) prices;
(b) geographical area where product or service will be rendered (market allocation)
(c) methods, factors or formulas used to calculate prices;
(d) the intention or decision to submit or not to submit, a bid;
(e) the submission of a bid which does not meet the specifications and conditions of the bid; or
(f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No. 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No. 12 of 2004 or any other applicable legislation.

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

* 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

BILL OF QUANTITIES

TECHNICAL SPECIFICATIONS WATER AND SANITATION

SECTION 1: SUPPLY AND DELIVERY OF COMPONENTS

No	Description	Unit Price (vat exclusive)	15% VAT	Total Including VAT
1	110MM PVC BEND 45 DEGREE			
2	110MM Y JUNCTION PVC			
3	MASKS GAS SINGLE FILTER			
4	FILTERS GAS MASKS SINGLE (ISSUE PER PACK AS EACH)			
5	INDUSTRIAL DRAIN CLEANER (HEAVY DUTY) 5L			
6	APRONS HEAVY DUTY/SEWERAGE FARM			
7	TIOLET HANDVATSELS			
8	16MM THREADED ROD CAST IRON			
9	20MM THREADED ROD CAST IRON			
10	16MM X 65MM BOLTS, NUTS AND WASHERS			
11	15mm GALV. SOCKET			
12	SOCKETS 20 MM			
13	SOCKETS 25 MM			
14	SOCKET 40MM			
15	SOCKETS 50 MM			
16	DI REPAIR COUPLING Z			
17	MALE ADAPTORS 15X25 PLASSON PVC			
18	15MM ADAPTOR PVC PLASSON FM/M			
19	MALE BRASS ADAPTORS 20X15MM			
20	15MM ADAPTOR PVC PLASSON M/FM			
21	MALE ADAPTORS 20X25 PLASSON PVC			
22	FEMALE ADAPTORS 20X25MM PLASSON			
23	FEMALE BRASS ADAPTORS 20-20MM COMPRESSION			
24	MALE ADAPTOR PLAS. 20mmx20mm			
25	MALE ADAPTORS 20MM PLASSON			
26	BRASS ADAPTORS 20X20MM (MALE) COMPRESSION			
27	ELBOWS 22MM			
28	F/ADAPTORS 20-20 BRASS COMPRESSION			
29	ADAPTOR M/F- F/M BRASS 20-20MM COMPRESSION			
30	FEMALE BRASS ADAPTORS 40-40MM COMPRESSION			
31	ADAPTORS 50MM AC/PVC			
32	FEMALE ADAPTOR 50MM PVC			
33	ADAPTORS 75MM AC/PVC			
34	ADAPTORS 75MM AC-PVC			
35	75MM PVC/AC ADAPTOR			
36	ADAPTORS 100MM AC/PVC			
37	PVC - AC COUPLING 100MM			
38	PVC PRESS BEND 160mm x 11.26			
39	PLASCON SOCKETS			

40	110MM X 6M SEWER PIPES CLASS 16			
41	PVC - AC COUPLING 125MM			
42	CI REDUCERS 160-110MM			
43	REDUCERS FOR PVC 160MM -110MM			
44	UPVC MAINCORE SEWER WE 160 400KPA 6M ZOE			
45	PVC - AC ADAPTORS 160MM (CLASS 16)			
46	160mm SEWERAGE 45° BENDS			
47	160mm SEWERAGE RODDING EYE 45°			
48	160mm SEWERAGE Y JUNCTION			
49	ADAPTOR 200MM AC/PVC CLASS 24			
50	200mm x 6m SEWER PIPE CLASS 34 HEAVY DUTY			
51	200mm PVC TO AC CI COUPLING			
52	PVC BEND 22.5 160MM			
53	ADAPTOR 250MM AC-PVC CLASS 24			
54	250MM PVC PIPE CLASS 16			
55	315mm x 6m SEWER PIPE CLASS 34 HEAVY DUTY			
56	315mm PVC TO AC CAST IRON ADAPTOR COUPLING			
57	PVC BEND 45 160mm			
58	110MM 45DEG CAST IRON RODDING EYE			
59	PVC BEND 110mmX45 DEGREE			
60	PVC RODDING EYE 110mmX45 DEGREE			
61	PVC Y-JUNCTION 110mm X45 DEGREE			
62	MALE FITTING GALV. 50MM PVC			
63	FLANGE PVC 90MMx70MM			
64	50MM CLASS 16 PVC BENDS			
65	110MM X 90 DEG PVC RDP BENDS			
66	ADAPTORS AC-PVC 50MM			
67	ADAPTOR FLANGE AC-PVC C/I 75MM			
68	WA075/T PVC			
69	ASBESTOS CEMENT PIPES 75 MM			
70	FLANGE ADAPTORS AC-PVC 75MM			
71	ASBESTOS CEMENT PIPES 100 MM			
72	ASBESTOS CEMENT PIPES 125 MM			
73	ASBESTOS CEMENT PIPES 150 MM			
74	160MM CI FLANGE ADAPTOR FOR PVC PIPE			
75	ASBESTOS CEMENT PIPES 200 MM			
76	ASBESTOS PIPES 225MM			
77	ASBESTOS CEMENT PIPES 250 MM			
78	ASBESTOS CEMENT PIPES 300 MM			
79	80MM FLANGE PACK T16			
80	T-BOLTS FOR GATE VALVES (M12X125MM DIN 186 M/S)			
81	T-BOLTS GATE VALVES(M12X60MM DIN 186 MS)			
82	THREAD TAPE PTFE 15MM			
83	FARRALLS 20 MM			
84	FARRALLS 25 MM			

85	BENDS: 25MM X 90 DEGREE			
86	T-BOLTS FOR GATE VALVES (M12X50MM DIN 186 M/S			
88	BRASS RING CONNEX 20MM			
89	BRASS RING CONNEX 25MM			
90	BRASS T-PIECE COMPRESSION JOINT 20-20MM			
91	20MM CASCADE BRASS BALL VALVE			
92	WATER METER COVERS CI			
93	15MM COUPLING PVC PLASSON (STRAIGHT)			
94	110MM STRAIGHT COUPLING PVC			
95	40MM CFC-190-03-HALF CLAMP			
96	40MM CR1-0220-06 STEEL CLAMP			
97	HALF CLAMPS-STEEL			
98	20MM HALF CLAMP (CFC-105-06)			
99	25MM HALF CLAMP (CFC-132-03)			
100	CAS. MET. CLAMPS 40MM			
101	50MM CLAMP (CR1-0288-06) A/C			
102	CAS.MET.CLAMP 50MM 2			
103	50MM CLAMP (CR1-0220-06)			
104	50MM CLAMP (CR1-0238-06)			
105	75MM CMC CLAMP/3/4" TEE			
106	75MM CMC CLAMP /50MM TEE			
107	75MM CLAMP (CR1-0375-08)			
108	75MM CLAMP (CR1-0288-06)			
109	CAS. MET. CLAMPS 75MM (STEEL)			
110	CLAMP 80MM (CR1-0350-06)			
111	100MM CLAMP (CR1-0480-08)			
112	CLAMP 110MM (CR1-0440-08)			
113	125MM AQRC1-0163-20 158-168MM CLALMP			
114	CLAMP 125MM (CR1-0600-08)			
115	CAS. MET. CLAMPS 150MM (ABC)			
116	WCMC150S CR1-0663-08 CLAMP			
117	160MM CLAMP WITH 20MM TEE			
118	160MM CLAMP WITH 50MM TEE			
119	CLAMP 160MM (CR1-0600-08)			
120	WCMC 200 CLAMP (CR-1 0863-08)			
121	200MM ASBESTOS PIPE CLAMP			
122	CLAMP 200MM A/C (CR1-0905-08)			
123	20MM HALF CLAMP (CFC-105-03)			
124	225MM ASBESTOS PIPE CLAMP			
125	CAS. MET. CLAMPS 250X300MM			
126	CLAMP250MM A/C (CR1-1140-12) CLASS 24			
127	CAS. MET. CLAMPS 300MM (CR1-1370-16)			
128	CASCADE CLAMP 350mm			
129	CAS. MET. CLAMPS 400MM			
130	CLAMPS 50MM AC			
131	50MM HALF CLAMP (CFC-238-03)			

132	90MM CMC CLAMP			
133	COUPLING 75MM STEELC/I			
134	COUPLING 110MM STEEL			
135	160MM CAP TOP GATE VALVE SOCKETED FOR PVC			
136	WATER COMPACT THREAD MACHINE			
137	15MM PVC ELBOW PLASSON			
138	15mm ELBOW PVC PLASSON			
139	20MM GALVANISED ELBOW'S			
140	ELBOWS PLASSON 20mm			
141	25MM PVC ELBOW PLASSON			
142	40MM ELBOW GALV			
143	50MM ELBOW GALVANIZED			
144	75mm PVC ELBOWS PLASSON			
145	ELMBOOG 110mm 90grade			
146	ELBOW 150MM X 90MM STEEL			
147	160MM END CAP C/I			
148	50mm PVC ELBOWS PLASSON			
149	FEMALE ADAPTOR 20mm PLASSON			
150	110MM CI FLANGE ADAPTOR FOR PVC			
151	FEMALE ADAPTORS 25MM BRASS COMPRESSION			
152	WATER FLANCH BOLTS 50MMX12MM			
153	FIRE HYDRANT TAMPER PROOF CI VALVE 80MM			
154	25MM FEMALE ADAPTOR PVC			
155	40MM GALV ELBOWS			
156	50MM GALV ELBOW(DO NOT USE)			
157	40 MM GALV NIPPLES			
158	50MM GALV NIPPLE			
159	50MM NIPPLE GALVANISED			
160	GRAPHIDE PACKING 12MM			
161	GRAPHITE PACKING 6 MM			
162	GRAPHITE PACKING 8 MM			
163	GRAPHITE PACKING 10MM			
164	GRAPHITE PACKING 13 MM			
165	50MM GALV PIPE			
166	50-20MM GALV RED SOCKET			
167	25x20MM GALV RED SOCKET			
168	15MM GATE VALVE			
169	20MM GATE VALVE			
170	GATE VALVE 80MM			
171	Gate Valve 160MM			
172	HTH CHLOOR 25 KG			
173	TAPS 15 MM BRASS COBRA			
174	TAP 20MM GARDEN (COBRA)			
175	COUPLING 50mm			
176	CROSS-PIECE 75MM X 75MM			

177	CROSS PIECE 75MM X 150MM			
178	75mm TEE PLASSON PVC			
179	CROSS 90 MM (ALLUMINIUM)			
180	CROSS PIECE 150MM X 100MM			
181	CROSS PIECE 150MM X 150MM			
182	CROSS PIECE 150MMX90MM			
183	CROSS PIECES 200MM X 150MM			
184	CROSS PIECES 200MM X 200MM			
185	SHORT COLLARS 50 MM			
186	SHORT COLLARS 75 MM			
187	SHORT COLLARS 75MM (ASBESTOS)			
188	SHORT COLLARS 75 MM (JOHNSON)			
189	SHORT COLLAR PIECE 100 MM			
190	LONG COLLER PIECE 100MM JOHN SO			
191	SHORT COLLAR PIECE 125 MM			
192	SHORT COLLAR PIECE 150 MM			
193	SHORT COLLAR PIECE 200 MM			
194	SHORT COLLAR PIECE 225 MM			
195	SHORT COLLAR PIECE 250 MM			
196	SHORT COLLAR PIECES 300 MM			
197	LONG COLLAR PIECE 225 MM			
198	LONG COLLAR PIECE 250 MM			
199	WATER METER BRASS 15MM OPTIMA			
200	WATER METER 15MM (114) PVC			
201	WATER METER TAIL PIECE 15MM			
202	15MM C/I METER BOX TAIL PIECES			
203	Watermeter Tail Piece 15MM			
204	WATER METER 20 MM BRASS (165) KENT			
205	20MM WATER METER PVC			
206	WATER METER TAIL PIECES 20MM			
207	20MM C/I METER BOX TAIL PIECES			
208	25MM BRASS KENT WATERMETER			
209	25MM PVC KENT WATER METER			
210	WATER METER TAILPIECES 25MM			
211	WATER METRE 40 MM			
212	WATER METRE 50 MM			
213	100MM HELIX WP400 DUAL WATER METER			
214	OPT 1.5 V100T NRV 'C' 115			
215	150MM HELIX WP4000 WATER METER DUAL			
216	200mm HELLEX WATER METER			
217	WATER METER 20MM (ROTOR)			
218	100MM H4010 METER STRAINER			
219	150MM H4010 METER STRAINER			
220	WATERMETER (TELLER) 100 LITER			
221	WATER METER (COUNTER) 1000 LIT			
222	EXPANTION JOINT SEAL 15mm			

223	METER BOX SEAL 15MM RUBBER FLAT			
224	METER BOX SEAL 20MM OVAL			
225	SEAL EXPANTION JOINT 20MM			
226	METER BOX SEAL 20MM RUBBER FLAT			
227	NIPPLES 15 MM			
228	NIPPLES 20 MM GALVINIZED			
229	NIPPLES 25 MM			
230	40MM NIPPLE GALV			
231	NIPPLES 50MM PVC			
232	NIPPLES (LONG) 20 MM			
233	NIPPLES (LONG) 25 MM			
234	WATER PIPES 15MM PVC CLASS 12			
235	15MM STOPS GALVENIZED			
236	HDPE PVC PIPE 15MM			
237	END CAP 20MM GALVINIZED			
238	20MM WATER PIPE GALVANISED LENGHT 6M			
239	WATER PIPES (PLASTIC) 25MM CLASS 12			
240	WATER PIPES (PLASTIC) 25MM CLASS 12			
241	25MM WATER PIPE GALV 6M			
242	STOPS 50 MM AC			
243	STOPS 50MM PVC			
244	STOPS 75MM FOR AC PIPE DO NOT USE			
245	75MM PVC CLASS 16 WATER PIPE			
246	STOPS 100 MM			
247	110mm END CAPS			
248	STOPS 110MM PVC			
249	STOPS 150 MM			
250	END CAPS 160mm			
251	CI END CAP Z BITUMEN 160MM			
252	160MM X 6M WATER PIPE BLUE CLASS 24			
253	STOPS 200 MM			
254	END CAPS 50mm CI			
255	END CAOS 75mm CI			
256	75MM CI END CAP FOR PVC PIPE			
257	15MM END CAP GALVENIZED			
258	20MM END CAP GALVENIZED			
259	ENDPROP ALM 110 MM			
260	ENDPROP ALM 125 MM			
261	ENDPROP ALM 75 MM			
262	40 MM GALV PIPE			
263	BRASS COUPLING 20MMx20MM			
264	UNIONS 15 MM			
265	UNIONS 20 MM			
266	25MM UNION GALVANIZED			
267	25MM PVC COUPLING			

268	UNIONS 25 MM (PLASTIC)			
269	50MM COUPLING PVC			
270	75MM COUPLING PLASSON			
271	COLLARS 75mm ASBES			
272	COUPLING 100MM C/I			
273	WPK110P 110MM PLASSON COUPLING			
274	UNIONS 150MM (TRIPLEX JOINTS)			
275	150mm COUPLING C/I			
276	CI SOCKETS			
277	COUPLINGS 20mm PLASSON			
278	25MM COUPLING PVC PLASSON 25-25MM			
279	40MM PVC WATER PIPE CLASS 16			
280	PYP 20mm PLASSON CLASS 12			
281	50MM WATER PIPE PVC CLASS 16			
282	75MM X 6M PVC PIPE			
283	COUPLING PVC WHITE 75MM			
284	100MM X 6M PVC PIPE BLUE CLASS 24			
285	110MM PVC PIPE CLASS 16			
286	110MM PVC LASTE			
287	COUPLING 160MM C/I			
288	315MM X 6M WATER PIPE BLUE CLASS 16			
289	FLOW RESIST WASHERS 15MM			
290	FLOW RESIST WASHERS 20MM			
291	FLOW RESIST WASHERS 25MM			
292	100MM RUBBER GASKET T/16			
293	REDUCER 50-20MM GALV SOCKET			
294	SADDLE 50MMX3/4" PVC			
295	SADDLE 75 MM PVC			
296	SADDLES 75MMX25MM PVC			
297	SADDLE 75MM: 1INCH CI			
298	SADDLES 75mm PVC			
299	SADDLES 90 MM (PVC)			
300	SADDLES 100 MM PVC			
301	Saddle PVC 110 x 25MM			
302	SADDLE 110x20mm			
303	SADDLES 125 MM			
304	SADDLES 150 MM			
305	160mm SADDLE PVC X 20MM CONNECTING			
306	160MM SADDLES PVC X 25 CONNECTING			
307	SADDLES 200 MM			
308	SADDLES 225 MM			
309	SADDLES 250 MM			
310	SADDLE 50mm x 3/4			
311	50MM SADDLE CAST IRON			
312	SADDLE 75/20MM C/I			
313	SADDLE 75/25MM C/I			

314	SODA ASH DENSE 50KG BAG			
315	15MM STOP TAP			
316	15MM GATE VALVE			
317	TAP (STOP) 20 MM			
318	TAPS (STOP) 25 MM (COBRA)			
319	TAP STOP GATE VALVE 25MM			
320	50MM BRASS STOP COCK VALVE			
321	50mm BULK VALVES FOR PVC PIPES			
322	75MM STOP TAP			
323	75MM CAP TOP VALVE A/C			
324	75MM SOCKET ENDED GATE VALVE FOR PVC PIPE			
325	100MM FLANGED GATE VALVE PVC T/16 R/H/C			
326	GATE VALVES 110mm			
327	150mm WATER VOSA GATE VALVE			
328	150mm GATE VALVE			
329	160mm LHC CI VAG GATE VALVE CT SOCKETED 160mm			
330	200mm GATE VALVE			
331	200MM Gate Valve(Female)			
332	75mm cap valve for a c pipes			
333	20-20MM STRAIGHT COUPLA COPPER/COPPER COMP JOINT			
334	TAPS (STOP) (LOOSEKEY) 20 MM (COBRA)			
335	50MM STRAINER (WATER METER)			
336	80MM STRAINER (WATER METER)			
337	100MM STRAINER (WATER METER)			
338	SUDFLOC 3465 25KG			
339	T-PIECES 15MM GALVINIZED			
340	15MM PVC TEE PLASSON			
341	T-PIECES 20 MM GALVANIZED			
342	POLYCORP T PIECE 20MM			
343	T-PIECES 20mm PLASSON			
344	T-PIECES 25 MM (PVC PLASSON)			
345	GALVANIZED T-PIECE 25MM			
346	T-PIECE 40 MM GALV			
347	T - Pieces 50MM			
348	CAST IRON 50MM T-PIECES FOR PVC			
349	CAST IRON EQUAL TEE 75MM FOR PVC PIPE			
350	75MM CI T - PIECE FOR AC PIPE			
351	75MM CI T - PIECE FOR PVC PIPE			
352	110MM CI EQUAL TEE			
353	FEMALE BSP-RO TEE 110MM-75MM			
354	EQUAL TEE 160MM PVC			
355	T-PIECE 160mm x 110mm			
356	DI TEE 7 BITUMEN 160MM			
357	50MM T- PIECE PLASSON			
358	50mm T-PIECES FOR PVC PIPE			

359	TAPPED REPAIR CLAMP CMC R ASBES 75X25MM			
360	TAPPED REPAIR CLAMP ASBES 75X50MM			
361	ULTRAFLOC 3500 240KG DRUM			
362	BUSH GALV REDUCING 20X15MM			
363	REDUCING SOCKET 20MM-15MM GALV			
364	REDUCERS 20MM X 25MM SOCKET			
365	20MM MALE ADAPTOR PVC			
366	GALVE REDUCING BUSH 25MM-20MM			
367	GALV REDUCER 25 - 15MM			
368	REDUCERS 25MM X 15MM PVC PLASSON			
369	50x20mm GALV.COUPLING			
370	50MM CAP TOP VALVE FOR PVC			
371	REDUCER F/F 75MM			
372	75MM CAP TOP VALVE FOR PVC PIPE C/I			
373	REDUCERS 110mm x 50mm			
374	REDUCER 110mmx75mm			
375	REDUCER F/F 110MM-75MM			
376	REDUCERS 150MM X 75MM			
377	160/75MM REDUCER C/I			
378	REDUCER F/F 160MM-100MM			
379	ADAPTOR C/I 160-110MM			
380	DI REDUCER Z BITUMEN			
381	REDUCING SOCKET 20X15 MM			
382	REDUCERS 200MM X 75MM			
383	REDUCERS 200MM X 100MM			
384	25-15MM ADAPTOR M/FM PVC			
385	REDUCER 50MM-75MM AC-PVC			
386	CAPTOP VALVES 75MM FOR PVC PIPE			
387	REDUCER M/F 75MM-50MM AC-PVC			
388	REDUCERS			
389	WASHERS			
390	WASHER 20 MM (FIBRE)			
391	WASHER 25mm			
392	100MM Y-YUNCTIONS			
393	2.2 kw submissible sewer pump			
394	15kw motor submissible			
395	100mm submissible water pump			
396	Y JUNCTION 110 MM			
397	Toolbox MT5 CANTI 3TIER 46X21X17			
398	RACHET SPANNER 16,18			
399	2 TON CHAIN BLOCK			
400	RACHET SPANNER 24,30			
401	22MM POLE DRILL			
402	ADJUSTABLE WRENCH WHEEL (SHIFAIN) 450mm			
403	PIPE WRENCH 18inch			
404	PIPE WRENCH 10inch			

405	ADJUSTABLE WRENCH WHEEL (SIFTAIN) 300mm			
406	COLD CHISSEL 250mm			
407	HATCHET PLASTIC HANDLE BALE small			
408	HAMMER ENGINEER 200g			
409	RASPS WOOD HALF ROUND FILE 450g			
410	WISE GRIP			
411	MEASURING TAPE 8m			
412	HACK SAW			
413	PLIER WATER PUMP 250m			
414	WRENCH ELLEN KEY set-1-14			
415	SPANNER RACO COMBO SET set-6-32			
416	PLIER FENCING big			
417	PACKET SCREW DRIVER 6piece			
418	SPEED WRENCH (KRAAI BEK) big			
419	RACHET SPANNER 10,13			
420	RACHET SPANNER 17,19			
421	RACHET SPANNER 19,24			
422	UNDER PRESSURE DRILLING MACHINE			
423	CRI PUMPS (85000/HOUR)			
424	50MM AIR VALVES			

SECTION 2: DESCRIPTION OF WORKS

No	Description	Unit Price (Vat Exclusive)	15% Vat	Total Including Vat
SECTION A SUBMERSIBLE FLYGHT PUMPS				
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
5	Pump installation and operational inspection			
SECTION B CENTRIFIGAL PUMPS (KSB)				
NO	DESCRIPTION			
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
5	Pump installation and operational inspection			
SAMCO PUMP				
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
5	Pump installation and operational inspection			

No	Description	Unit Price (Vat Exclusive)	15% Vat	Total Including Vat
NO	MATTER & PLATT DME PUMP(Split Casing)			
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
5	Pump installation and operational inspection			
NO	WORTHINGTON SIMSON PUMP(Split Casing)			
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
GORMAN RUPP PUMPS				
SECTION C ROTATING ASSEMBLY PUMP				
1	All pump sizes(KW) required			
2	Pump removal, inspection and diagnosis			
3	Pump rebuild			
4	Supply new pump			
5	Pump installation and operational inspection			
NO	MISCELLENIOUS ITEMS			
1	Hiring Submersible Pump			
2	Hiring Diesel suction pump			
3	Sump Drainage			

No	Description	Unit Price (Vat Exclusive)	15% Vat	Total Including Vat
GEARBOXES; WORM/WORMWHEEL				
1	Remove & diagnose gearbox			
2	Rebuild Gearbox			
3	Supply new gearbox			
4	Install and commission gearbox			
NON RETURN VALVE (All sizes)				
1	Wafer with Cast Iron Body			
2	Swing valve with Cast Iron Body			
SECTION E(SQUIRAL CAGE MOTORS)				
NO	DESCRIPTION			
1	All motor sizes(KW) required			
2	Motor removal, inspection and diagnosis			
3	Motor rewind			
4	Supply new motor			
5	Motor installation and operational inspection			
BOREHOLE PUMPS				
NO	All Sizes			
1	Pump removal, inspection and diagnosis			
2	Pump rebuild			
3	Supply new pump			
4	Pump installation and operational inspection			

SECTION 3: CIVIL

No	Description	Unit Price (Vat Exclusive)	15% Vat	Total Including Vat
1	Remove existing paving and compact for re-install paving			
1.1	Removing existing Paving per square meter			
1.2	Compact and re-install paving- bevel pavers			
	(same colour as existing, if new use colour that will be determined)- for existing labour only will be used for payment and for new installation, labour and materials will be used for payment.			
2.1	Compact and re-install paving, interlockers paving bricks			
	(same colour as existing, if new use colour that will be determined) - for existing labour only will be used for payment and for new installation, labour and materials will be used for payment.			
3.1	Removing existing Concrete			
3.2	Compact for re-install Concrete			
	Imported approved earthing filling supplied by the contractor compacted to 93%			
3.4	Approved soil poisoning with and supply poisoning certificate			
3.5	Compaction to 93% Mod AASHTO density			
3.6	Paving, applying locking approved sand and compacting paving			

3.7	Construct Edge restrains with concrete			
3.8	Install Under floor plastic DPM membrane			
4	Installation of PVC sleeves as per required specification			
5	Installation of steel sleeve as per required specification			
6	Concrete for building works			
6.1	20MPa/19mm to Foundations: 700mm x 300mm.			
6.2	20MPa/19mm to Floor slabs 150mm thick			
6.3	20MPa/19mm to ramps			

No	Description	Unit Price (Vat Exclusive)	15% Vat	Total Including Vat
6.4	8mm x 200mm welded mesh reinforcing to floor slabs.			
6.5	Y12 Steel Reinforcing for foundations of building due to mining activities. (To be bind with R8 steel).			
6.6	15MPa/19mm to concrete plinth, 1m wide, 300mm thick against wall, surrounding the complete building.			

**16. Annexure A: Government Procurement: General Conditions of Contract
(July 2010)**

**THE NATIONAL TREASURY
Republic of South Africa**

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

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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 anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the goods are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct

importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the bid will be manufactured.

1.17 “Local content” means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.

1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 “Project site,” where applicable, means the place indicated in bidding documents.

1.21 “Purchaser” means the organization purchasing the goods.

1.22 “Republic” means the Republic of South Africa.

1.23 “SCC” means the Special Conditions of Contract.

1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 “Supplier” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “Tort” means in breach of contract.

1.27 “Turnkey” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “Written” or “in writing” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 Invitations to bid are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the 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.

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
- (b) a cashier's or certified cheque.

7.4 The performance security will be discharged by the purchaser and returned to the 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.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all

reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 22 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 weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the supplier in accordance with the terms specified in the contract.

11. Insurance

11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified.

12. Transportation

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

13. Incidental Services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any:

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

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

14. Spare parts

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

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

15. Warranty

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

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and

expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

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

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

21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the supplier as having no objection and proceed with the restriction.

23.5 . Any restriction imposed on any person by the purchaser will, at the discretion of the purchaser, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the purchaser actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;

- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 . If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website

24. Antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

27.4 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

28. Limitation of Liability

28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restrictive practices

35.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder(s) is / are or a contractor(s) was / were involved in collusive bidding.

35.2 If a bidder(s) or contractor(s) based on reasonable grounds or evidence obtained by the purchaser has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in section 59 of the Competition Act No 89 Of 1998.

35.3 If a bidder(s) or contractor(s) has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.