

NOTIFICATION OF TENDER ADVERT

Bid Number: SASSA 96-23-CS-GP

Bid Description: South African Social Security Agency invites potential service providers for appointment of a service provider/s for the Wrapping of Pool Vehicles for Sassa Gauteng

Name of Institution: The South African Social Security Agency

Place where goods, works or services are required: SASSA Gauteng District Offices and Local Offices.

Date Published: 22 November 2023
Closing Date / Time: 13 December 2023@11:00am

Bid and Technical Enquiries:
Contact Person: MR MMATHUME NKADIMENG

Email: Mmathumen@sassa.gov.za
Telephone number: 011 241 8474

Contact Person: MS NANDI MOSIA

Email: NandiM@sassa.gov.za
Telephone number: 011 241 8326

Where bid documents can be obtained:
Website: <https://etenders.treasury.gov.za> <<https://etenders.treasury.gov.za/>> / www.sassa.gov.za <<http://www.sassa.gov.za/>>

Physical Address:

Where bids should be delivered:

Physical Address:
SASSA Johannesburg Local Office, 222 Smith Street, 5th Floor, Johannesburg, 2000

Briefing Session:

27 November 2023, 11h00 am at Benoni Local Office, 87 Elston Street, Benoni

Special Conditions:
yes



*paying the right social grant, to the right person,
at the right time and place. NJALO!*

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	SASSA: 96-23-CS-GP	CLOSING DATE: 13 December 2023		CLOSING TIME:	11:00 am
DESCRIPTION	SASSA Gauteng Regional Office: 222 Smith Street, 5 th Floor, Johannesburg, 2000				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
APPOINTMENT OF A SERVICE PROVIDER(S) FOR WRAPPING OF POOL VEHICLES FOR SASSA GAUTENG					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mmathume Nkadimeng		CONTACT PERSON	Ms Nandi Mosia	
TELEPHONE NUMBER	011 241 8474		TELEPHONE NUMBER	011 241 8326	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	Mmathume@sassa.gov.za		E-MAIL ADDRESS	NandiM@sassa.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PRICING SCHEDULE – FIRM PRICES
(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: SASSA: 96-23-CS-GP
Closing Time 11:00	Closing date: 13 December 2023

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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-
- Required by:
 - At:
 - Brand and model
 - Country of origin
 - Does the offer comply with the specification(s)? *YES/NO
 - If not to specification, indicate deviation(s)
 - Period required for delivery
 - *Delivery: Firm/not firm
 - 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.

*Delete if not applicable

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

NB: FAILURE TO PROVIDE / OR COMPLY WITH ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:



sassa
SOUTH AFRICAN SOCIAL SECURITY AGENCY

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

¹ the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

SBD4



- 3.3 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 consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 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.

² 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.

SBD4



I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	
SPECIFIC GOALS	
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$Ps = 80 \left(1 - \frac{Pt - Pmin}{Pmin} \right) \quad \text{or} \quad Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status Level 1 - 2 contributor with at least 51% black women ownership	10	20		
B-BBEE Status Level 3 - 4 contributor with at least 51% women ownership	9	18		
B-BBEE Status Level 1 - 2 contributor with at least 51% black youth or disabled ownership	8	16		
B-BBEE Status Level 1 - 2 contributor	7	14		
B-BBEE Status Level 3 - 8 contributor with at least 51% youth or disabled ownership	5	12		
B-BBEE Status Level 3 - 4 contributor	3	8		
B-BBEE Status Level 5 - 8 contributor	2	4		
Others	0	0		
<p>Note: In the event of a bidder claiming more than one specific goal category, SASSA will allocate points based on specific goal with the highest points. The highest points will be confirmed with the BBEE Certificate/Sworn Affidavit submitted by bidder/CIPC, etc</p>				

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:
.....
.....
.....

CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Tax clearance certificate;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
 - Declaration of interest;
 - Declaration of bidder's past SCM practices;
 - Certificate of Independent Bid Determination;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.

4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.

5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1
2
DATE:

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

DATE:

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1.	Definitions
2.	Application
3.	General
4.	Standards
5.	Use of contract documents and information; inspection
6.	Patent rights
7.	Performance security
8.	Inspection, tests and analysis
9.	Packing
10.	Delivery and documents
11.	Insurance
12.	Transportation
13.	Incidental services
14.	Spare parts
15.	Warranty
16.	Payment
17.	Prices
18.	Contract amendments
19.	Assignment
20.	Subcontracts
21.	Delays in the supplier's performance
22.	Penalties
23.	Termination for default
24.	Dumping and countervailing duties
25.	Force majeure
26.	Termination for insolvency
27.	Settlement of disputes
28.	Limitation of liability
29.	Governing language
30.	Applicable law
31.	Notices
32.	Taxes and duties
33.	National Industrial Participation Programme (NIPP)
34.	Prohibition of restrictive practices

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General Conditions of Contract

3. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the government 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 recognizable 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 consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order; the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on its own initiative in the ICA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

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 - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10 "Delivery into consignee store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the E.R.A. 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, any of the purchaser in its sovereign capacity, war 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 practices 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 loading costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization procuring 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 auxiliary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, entering, packing, security, maintenance and after care.

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obligations of the supplier covered under the contract.

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, advice, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.tenders.gov.za
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (full 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.

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7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and furnish substitute from with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the dimensions of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operation and maintenance manual for each appropriate unit of the supplied goods;

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8.9 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 stated, or to act in terms of Clause 29 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 dampness during transit, and open storage. Packing, case size and weight shall take into consideration, where appropriate, the sensitiveness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

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- (c) furnishing of a detailed operation 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 place and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

- (d) performance or supervision or maintenance under 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
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- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written agreement signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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 notified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without novating the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, he 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 nonperformed services using the contract price interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction;
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 22 or 23 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 22 of the Act the Register must be open to the public. The Register can be viewed on the National Treasury website.

24. Anti-Dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 when the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

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

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

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

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 52 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidised 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 when the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

**25. Force
Majeure**

25.1 Notwithstanding the provisions of GCC Clause 22 and 23, the supplier shall not be liable for failure of its performance, delivery, shipment, or termination for default if and to the extent that its delay in performance or other failure to perform its 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
Dispute**

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

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

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

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

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any amounts due the supplier.

**28. Limitation of
Liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of fulfillment 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

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 failure of its performance security, damages, or termination for default if and to the extent that its delay in performance or other failure to perform its 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 it reasonably practicable, 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. Resolution of Disputes**
- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any amounts due the supplier.
- 28. Limitation of Liability**
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6:
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this restriction shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

- (4) The aggregate liability of the supplier to the purchaser, whether under the contract, in text 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 law, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34. Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1994, as amended, an agreement between, or concerted practices by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1994.

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

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practices 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.

In Secret/ Confidential of Content (revised July 2010)

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

In General Conditions of Contract (revised July 2010)

**TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER
FOR WRAPPING OF POOL VEHICLES FOR SASSA GAUTENG REGION.**



*paying the right social grant, to the right person,
at the right time and place. NJALO!*

South African Social Security Agency
Gauteng Region

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1. OBJECTIVE

- 1.1. The main objective is to appoint a service provider to design, lay-out and branding (full wrap) of **167 vehicles, of which 122 x Suzuki Ciaz 1.5GL MT (Sedan) and 45 x Mahindra Pick-up 2.2 MHAWK S/C S4 A/C 4X4 (Double cab)** for SASSA Gauteng Region.
- 1.2. The Region has recently acquired a total of SASSA is required to brand all newly acquired vehicles without dents, as the dented ones would constitute a waste to brand as the vinyl will peel from the uneven area within a short period of time.
- 1.3. As part of the Agency's branding strategies, the use of branded (wrapped vehicles) was adopted as a standard solution used by the Agency in order to enhance brand image of the same look and feel

2. LEGAL REQUIREMENTS

- 2.1. The contract shall in all respect be construed in accordance with the laws of the Republic of South Africa and any disputes that may arise between the bidder(s) and SASSA with regards to the contract shall be first settled by mediation, should mediation fail then within the courts of the Republic of South Africa.
- 2.2. Bidder(s) shall comply, but not limited to, with the following relevant legislation(s):
- 2.2.1. Public Finance Management Act
 - 2.2.2. SASSA Branding guidelines
 - 2.2.3. Compensation for Occupational Injuries and Diseases Act, 1993 (Act no.103 of 1993);
 - 2.2.4. The Occupational Health and Safety Act, 1993 (Act no. 85 of 1993);
 - 2.2.5. The South African "Anti-Bribery and Corruption Laws";
 - 2.2.6. The Control of Access to Public Premises and Vehicles Act, 1985 (Act no. 53 of 1985);
 - 2.2.7. The Unemployment Insurance Act, 2001 (Act no. 63 of 2001);



2.2.8. National Treasury Implementation Guide – Preferential Procurement Regulations, 2017.

NB: Should any of the above be amended or replaced, such replacement or amendment should be adhered to.

3. BRIEFING SESSION IS COMPULSORY

3.1. A compulsory briefing session to be held with all bidders, none attendance to the briefing session will disqualify bidders. All bidder to be present at the briefing session within 15 minutes of opening and stay throughout the duration of the session. (No bidder will be allowed 15 minutes after the opening)

4. SCOPE OF WORK

4.1. The appointed bidder(s) shall be required to do the following upon the award:

- 4.1.1. Accept the award in writing within two working days and ensure that all required documentation are signed and submitted within the two working days of accepting the award.
- 4.1.2. Submit the quality digital designed artwork within five working days upon receipt of the award letter for approval by SASSA. Failure to provide design artwork as per agreed project plan timelines, SASSA shall cancel the order.
- 4.1.3. The supplier shall be expected to wrap each vehicle model (2 vehicles) as a prototype for approval within five days. Once approved, the rest of the 165 vehicles shall be wrapped.
- 4.1.4. For the prototype to be approved it must strictly comply with the requirements/ criteria as listed under in the SASSA branding guideline and specifications.
- 4.1.5. Service Provider shall be afforded three (3) opportunities to redesign and or install the wrapping to the required standard, should the product fail to meet such standards, SASSA shall cancel the order and no payment shall be due to the Service Provider.



- 4.1.6. Wrapping of 167 pool vehicles within eight (8) weeks upon approval of the designed artwork and receipt of permission to proceed in writing by SASSA **(40 days divided by 167 cars = 4 cars a day)**.
- 4.1.7. Wrapping of vehicles should be done according to the guidelines provided, only the provided SASSA branding guidelines should be followed:
- Passenger and driver doors should carry the SASSA logo.
 - The rear passenger doors (left and right) must carry SASSA services.
 - The SASSA toll free line and website must appear across both sides of the vehicle.
 - The fraud hotline must appear on the left of the boot (see picture).
 - The SASSA Logo must appear on top of the bonnet.
- 4.1.8. SASSA shall only make payment on the completed, inspected and approved wrapped vehicles at the end of the project. No part payments will be allowed.

5. QUANTITIES AND EXPECTED DELIVERABLES

- 5.1. It is expected that quantities, and quoted prices must be inclusive of layout design, print and application of full wrapping. **(Attached see pricing schedule Annexure – A)**.
- 5.2. SASSA is required to brand all newly acquired vehicles without dents. The count of vehicles to be branded will only be those without dents, as the dented ones would constitute a waste to brand as the vinyl will peel from the uneven area within a short period of time. This will be determined at the inspection stage by bidder (s) and SASSA staff in the Transport Inspection report

6. SERVICE PROVIDER(S) RESPONSIBILITIES

- 6.1. The successful service provider shall be required to:
- 6.1.1. Conduct business in a courteous and professional manner.
- 6.1.2. The successful bidder(s) shall be required to provide warranty for a period of five (5) years of the cast vinyl laminated material upon completion of wrapping the vehicles



- 6.1.3. The successful bidder(s) must be able to wrap maximum of twenty (20) SASSA vehicles a week (5 working days) in their workshop. No mobile wrapping shall be permitted.
- 6.1.4. The successful bidder(s) shall be required to provide digital artwork of the vehicles for approval.
- 6.1.5. The successful bidder(s) shall be required to show a workshop in which SASSA vehicles will be branded and it has to be in accordance to SASSA Branding Guidelines and specification.
- 6.1.6. The successful bidders(s) shall be required to store SASSA vehicles in a secured warehouse during the project period within Gauteng.
- 6.1.7. The successful bidder(s) shall be required to utilise South African Bureau of Standards (SABS) approved cast vinyl laminated material.
- 6.1.8. The successful bidder(s) indemnifies SASSA from any claim from a third party and all costs or legal expenses with regard to such a claim for loss or damage resulting from the death, injury or ailment of any person, or the damage of property of the service provider or any other person that may result from, or be related to the execution of this contract.
- 6.1.9. Any damage/loss to the SASSA vehicles shall be the sole liability of the successful bidder(s) whilst the car is in their possession.
- 6.1.10. The successful bidder(s) shall be expected to conduct pre and post inspection of the vehicles together with SASSA official when the vehicle is delivered and returned in line with the SASSA Transport inspection checklist. Any vehicle with a dent shall not be accepted for branding.
- 6.1.11. In the event of damages to the vehicles resulting from providing the service, successful bidder(s) undertakes to rectify/repair the damage immediately after notification by the delegated SASSA official.



- 6.1.12. If the successful bidder(s) fails to act after notification, SASSA shall recover the cost from the bidder(s) invoice/payment.
- 6.1.13. The successful bidder(s) shall comply with SASSA branding guidelines of the vehicles.
- 6.1.14. The successful bidder(s) shall manage their internal disputes amongst his or her staff such that SASSA is not affected by those disputes.
- 6.1.15. No deviation from the specification (design and layout) shall be allowed.
- 6.1.16. The secured warehouse must comply with OHS regulations.
- 6.1.17. The secured warehouse must be able to accommodate a maximum of twenty SASSA pool vehicles per week at the warehouse which must have dedicated safe parking facility for the vehicles for the duration of the project.

7. SASSA'S RESPONSIBILITIES

- 7.1. SASSA shall retain the responsibility to award the tender.
- 7.2. SASSA shall retain the responsibility to confirm supplier's expertise in the field of car wrap.
- 7.3. SASSA shall retain the responsibility to inspect the workshop for production by supplier.
- 7.4. SASSA shall retain the responsibility to provide branding guidelines upon award.
- 7.5. SASSA shall retain the responsibility to approve design mock-ups in writing.
- 7.6. SASSA shall retain the responsibility to give approved prototype and go-ahead in writing.
- 7.7. The Agency reserves the right to claim for damages against the successful bidder(s) arising out of negligence and/or poor performance by the bidder(s).



7.8. SASSA reserves the right to terminate the contract immediately should the successful bidder(s) no longer adhere to the agreed project plan.

7.9. SASSA reserves the right to pay the service provider within the period of 30 days after receiving the invoice, in line with the requirements of the PFMA.

7.10. SASSA will be expected to conduct pre and post inspection of the vehicles together with service provider (s) official when the vehicle is delivered and returned in line with the SASSA Transport inspection checklist.

8. EVALUATION CRITERIA

8.1. Bids will be evaluated and adjudicated in terms of the PFMA, the SASSA Supply Chain Policy, Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) as amended and the Preferential Procurement Regulation (PPR), 2022.

8.2. Stage 1

8.2.1. Phase 1: Mandatory Requirements

8.2.2. Phase 2: Administrative Compliance

8.2.3. Phase 3: Functionality Criteria

8.3. **Stage 2: Price and BBBEE Preference Points (specific goals)**

Phase 1 - Mandatory Requirements

Phase 1 - Mandatory Requirements
1. The bidder(s) shall submit confirmation letter of indemnity insurance to the value of R11 000 000.00 from registered financial institution.
2. The bidder(s) to provide SASSA with a five (5) years warranty certificate of cast vinyl laminated from the Production Company.,
3. Pictures of work done in the similar project
4. Fully completed SBD 3.1



5. Certified copy of valid compensation for occupational injuries and diseases (COIDA) certificate from the Department of Labour. (**certified copy not older than three (3) months**)

NB: Failure to submit the above mandatory documents, will lead to bidders being disqualified and will not be considered for further evaluation.

Phase 2 - Administrative Compliance

Phase 2 - Administrative Compliance
1. Proof of registration with Central Supplier Database (CSD)
2. A certified (within the last six months) copy of the identity documents of all the Directors / members
3. A valid tax compliance status pin
4. SBD forms fully completed and signed by the bidder: SBD 4, SBD 6.1 and SBD 7.2

NB: All bidders who fail to submit Administrative compliance documents, will not be automatically disqualified, but will be awarded an opportunity to re-submit missing documents within 7 working days, failure to meet the deadline, will lead into disqualification.



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Phase 3 – Functionality Criteria

Value : 1 Poor; 2 Fair; 3 Average ; 4 Good ; 5 Excellent

Phase Three – Functionality Criteria	Weight
<p>1. Experience</p> <p>At least three (3) signed reference letters on company letterheads for the provision of branding (wrapping of vehicles) with a per purchase order within the last three years as well as completion certificate to be attached for each reference letter (s) to indicate:</p> <ul style="list-style-type: none"> • Dated letterhead with name of the client • Project description with start and end date • Project Value • The signature by delegated official manager with contactable details <ul style="list-style-type: none"> • 1 Reference letters-1 point • 2 Reference letters-2 points • 3 Reference letters-3 points • 4 Reference Letters - 4 points • 5 Reference Letters - 5 points <p>NB. Uncontactable references will invalidate the particular experience listed on Annexure B</p>	60
<p>2. Capacity</p> <p>Value of the current and / or previous contracts as per the submitted purchase order/reference letter/completion certificate</p> <p>From R100 000 to R500 000 = 1</p> <p>From R500 001 to R1 500 000 = 2</p> <p>From R1 500 001 to R2 500 000 = 3</p> <p>From R2 500 001 to R 3 000 000 = 4</p> <p>From R3 000 001 and above = 5</p> <p>NB: Bidders to submit reference letters or award letterhead or completion certificate or copy of purchase orders.</p>	20



<p>3. . Project Plan</p> <p>Project implementation plan layout, design, printing and wrapping services. The project implementation plan must include, but not limited to the following:</p> <table border="1" data-bbox="283 406 1264 836"> <thead> <tr> <th>ASPECTS</th> <th>POINTS</th> </tr> </thead> <tbody> <tr> <td>Project plan</td> <td>1</td> </tr> <tr> <td>Project Plan and Pre implementation plan</td> <td>2</td> </tr> <tr> <td>Project Plan, Pre implementation plan and Implementation strategy</td> <td>3</td> </tr> <tr> <td>Project Plan, Pre implementation plan, Implementation strategy and Contingency plan</td> <td>4</td> </tr> <tr> <td>Project Plan, Pre implementation plan, Implementation strategy, Contingency plan and Safety plan and Human resources</td> <td>5</td> </tr> </tbody> </table>	ASPECTS	POINTS	Project plan	1	Project Plan and Pre implementation plan	2	Project Plan, Pre implementation plan and Implementation strategy	3	Project Plan, Pre implementation plan, Implementation strategy and Contingency plan	4	Project Plan, Pre implementation plan, Implementation strategy, Contingency plan and Safety plan and Human resources	5	10
ASPECTS	POINTS												
Project plan	1												
Project Plan and Pre implementation plan	2												
Project Plan, Pre implementation plan and Implementation strategy	3												
Project Plan, Pre implementation plan, Implementation strategy and Contingency plan	4												
Project Plan, Pre implementation plan, Implementation strategy, Contingency plan and Safety plan and Human resources	5												
<p>4. Project Manager</p> <p>Provide the CV for Project Manager with vehicle wrap and digital design experience</p> <ol style="list-style-type: none"> 1. 1 year = 1 point 2. 2 years = 2 points 3. 3 years- 3 points 4. 4 years- 4 points 5. 5 years – 5 points 	10												
TOTAL	100												

NB: Bidders must score a minimum of 70 points on functionality. Bidders who score less than 70 points for functionality shall be disqualified and shall not be subjected to further evaluation.



Stage 2- Price and Specific Goals

This stage of evaluation will be scored in terms of Regulation 4 of the Preferential Procurement Regulations (PPR), 2022. Bids will be evaluated in terms of the 80/20 Preference Point System, as follow:

PRICE AND SPECIFIC GOALS	POINTS
Price	80
Specific Goals	20
TOTAL POINTS FOR PRICE AND SPECIFIC GOALS	100

Price:

In terms of Regulation 4. (1) of the PPR 2022, a maximum of 80 points is allocated for price and calculated using the formula:

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

Specific Goals:

In terms of Regulation 4. (2) of the PPR 2022, a maximum of 20 points is allocated for the Agency's Specific Goals outlined below:

The following table must be used to calculate the score out of 20 (twenty) for special goals.

Number	SPECIFIC GOALS	NUMBER OF POINTS 80/20 SYSTEM
1.	B-BBEE Status Level 1 – 2 contributor with at least 51% black women ownership.	20
2.	B-BBEE Status Level 3 – 4 contributor with at least 51% black women ownership.	18
3.	B-BBEE Status Level 1 – 2 contributor with at least 51% youth or disabled ownership.	16



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4.	B-BBEE Status Level 1 – 2 contributor	14
5.	B-BBEE Status Level 3 – 8 contributor with at least 51% youth or disabled ownership.	12
6.	B-BBEE Status Level 3 – 4 contributor	8
7.	B-BBEE Status Level 5 – 8 contributor	4
8.	Other	0

Specific goals will be awarded as per the attached SBD 6.1

Ownership verification process:

- The ownership information as per the CSD Report will be verified against a valid B-BBEE Status Level Verification Certificate and/or valid Sworn Affidavit to confirm the points claimed by the Tenderer, based on the Specific Goals outlined in this tender document and the SBD 6.1 form.
- Bidders must submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS). Failure to submit will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

9. BID AWARD & CONTRACT CONDITIONS

9.1. The contract will be concluded between SASSA and the successful service provider.

9.2. SASSA will have no link with the sub-contracted parties.

9.3. Site inspections to only shortlisted bidder(s) shall be conducted, bidders who are found to have misrepresented facts will be disqualified.

9.4. Proof of ownership of the secured and lockable warehouse and workshop on the company letterhead or lease agreement to lease the secured and lockable warehouse and workshop within Gauteng Province. The warehouse and workshop must be 600M2 or above.



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9.5. Presentation of a vehicle previously wrapped to be presented on site inspection stage

10. MONITORING AND EVALUATION

10.1. Monitoring and evaluation of this project will be undertaken by Communication and Marketing, Transport Unit at Regional and District Offices.

11. PROJECT CO-ORDINATION ARRANGEMENTS

11.1. The project will be coordinated by Communication and Marketing Unit.

11.2. The project will commence after signing the Service Level Agreement (SLA) and approved digital artwork.

12. BID SUBMISSION

The Completed Bid documents will be deposited at:

SASSA Gauteng Region

222 Smith Street

Braamfontein

2017

13. ENQUIRIES

<u>Technical enquiries</u>	<u>Bid Administration enquiries</u>
Ms Boitshoko Molamu Tel: 011241 8453 Email: address: BoitshokoM@sassa.gov.za	Mr. Mmathume Nkadimeng Tel: 011241 8474 Email: MmathumeNk@sassa.gov.za



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ANNEXURE A : PRICING SCHEDULE

NEW VEHICLES			
Description	Quantity	Unit Branding Price	Total Cost
NEW WRAPPING			
Mahindra Pick-up 2.2 MHAWK S/C S4 A/C 4X4 (Double cab)	45		
Suzuki Ciaz 1.5GL MT (Sedan)	122		
Sub total			
VAT			
Grand Total	167		

NB: total bid price –to be carried over to the SBD 3.1 form



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ANNEXURE B: CURRENT AND PAST CONTRACTS (CLIENT BASE)

CURRENT AND PAST CONTRACTS (CLIENT BASE)

A list of current and past contracts which are relevant to the service required in the bid specifications must be attached to the bid proposal. The following template must be used and must be completed in full. **Failure to complete the table in full shall invalidate the bid.**

Indicate all the current and past contracts in the table below and **ONLY** those relevant to the vehicle branding services required in the bid specifications. Only the relevant experience shall be considered for bid evaluation purposes.

Name of client / organization where contract is being executed/was executed	Contract period (indicate start and end dates) e.g. 1 April 2019 to 31 March 2020	Is the contract Current or Past? (please indicate accordingly)	Nature of services provided (vehicles branding)	Contact persons and telephone numbers of your client	Total number of wrapped vehicle	Total Cost of the Contract



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ANNEXURE C: WRAPPING SPECIFICATIONS

WRAPPING SPECIFICATIONS

Description : Layout, Design, Print and wrapping of 167 SASSA Vehicles

Artwork and design: Artwork, design and printing (wording) according to the make and model of the vehicles

Material : Cast Vinyl, UV Laminated, applied, full wrap

Size : As per make and model of the vehicle

Printing : Full colour digital prints

Colour : Full colour

Warranty : 5 years

Quantity : **122 Suzuki**
45 Mahindra

Sample picture of the artwork



Notes to the bidder(s)

- Bidder(s) to refer to guidelines provided, only SASSA guidelines shall be followed.



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PRICING SCHEDULE

1. ORANGE FARM LOCAL OFFICE IMPROVEMENT PROJECT

Item	Description:	Quantity:	Unit cost	Total Cost
1	Kitchen:			
1.1	Supply and fit double sink with a durable tap mixer connected to mains in hot and cold water on the top of a double door unit in Vancouver maple finish	2.7m x 2.7m x 400		
1.2	Supply and fit splash back tiles for easy cleaning in sink and cupboard areas	5 x 5		
1.3	Build an exit door in standard size in kitchen area. Door must be aluminium in brown with a lock set. Supply and fit burglar door.	1		
1.4	Bricks will be removed to receive the aluminium door	1		
1.5	Paint the kitchen in Pantone 458C for all wall coatings	25m ²		
1.6	Paint the ceiling in PVC white	16m ²		
2	Security Door:			
2.1	Supply and fit new security door at server room with lock set	1		
3	Main Office:			
3.1	Paint the office in Pantone 458C is used for all wall coatings, interior and exterior, including server room, corridor, kitchen and staff and public toilets	165m ²		
3.2	Pantone 405C is used for all doors.	3		
3.3	Apply PVA to all ceilings including offices, corridor, kitchen and staff and public toilets	50m ²		
4	Tiling:			
4.1	Level new waiting space with cement to receive tiles	60m ²		
4.2	Supply and fit Tiles in the new waiting room with Johnson tile 300 x 300 x 2.5 and insert tiling strips every 5 meters to	60m ²		



	avoid cracks in the future:			
5	Carpets:			
5.1	Supply and fit carpets with 500mm x 500mm x 6.5mm Belgotex Red Oxide Berber Point 920 tiles at the following area: Behind Cubicles	20m ²		
5.2	Remove old carpets to receive the new carpets	20m ²		
7	Public Toilets:			
7.1	Supply and fit new ceiling boards with branding, cornice's and paint in PVA	4m ²		
7.2	Open drain sewerage system and clean	1		
7.3	Supply and fit new doors and burglar doors with lock sets	4		
8	Staff Toilets:			
8.1	Supply and fit strong durable taps and connect pipes	4		
8.2	Supply and fit basins and connect to the pot with new flash masters	2		
8.3	Supply and fit new ceiling boards with branding, cornice's and paint in PVA	4m ²		
8.4	Open drain sewerage system and clean	1		
8.5	Supply and fit new aluminium doors and burglar doors with lock sets	4		
10.	Fascia Board	75m X 50 m X3mm		
11	Park Home			
11.1	Mount the Park-home to a concrete slab and remove the current trestles thus improving stability and safety	100 m ²		
11.2	Pavement around the park home	150 m ²		
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL ORANGE FARM		R	R

2. KWA-THEMA LOCAL OFFICE IMPROVEMENT PROJECT				
Item	Description:	Quantity:	Unit Cost	Total Cost
1	Main Office:			
1.1	Supply and fit new standard double door in aluminum with lock set	2.5m x 2.7		
1.2	Build a non-slippery ramp with a gradient of 1.4 degree for easy wheelchair access	2.7m x 2.7m x 400		
1.3	Remove old tiles and make ready to receive new tiles	65m ²		
1.4	Supply and fit new tiles in SASSA spec with aluminum breakers strips and tile ends	65m ²		
1.5	Supply and fit new under counter cabinets with strong locks and keys in same color	10		
1.6	Paint all walls in pantone SASSA specification	90m ²		
1.7	Paint doors in SASSA specs	5		
1.8	Paint store room	20m ²		
1.9	Supply and fit carpets with 500mm x 500mm x 6.5mm Belgotex Red Oxide Berber Point 920 tiles behind the cubicles	50m ²		
1.10	Supply and fit a kitchen cabinet with drawers and nook in SASSA spec	3x800x400		
2.	Doctors Room:			
2.1	Supply and fit a wooden floor in cherry wood with lock and groove	16m ²		
2.2	Replace a broken window Inclusive of hiring of scaffolding	400x800		
3.	Supervisor's Office:			
3.1	Supply and fit a wooden floor in cherry wood with lock and groove	16m ²		
4.	Toilets (Male/Female/Disabled):			
4.1	Paint the toilets in Pantone 458C	105m ²		
4.2	Pantone 405C is used for all doors.	6		
4.3	Apply PVA to all ceilings	50m ²		

5.	General:			
5.1	Supply and fit fire extinguishers in 9KG STP with notification boards and assemble point	10		
5.2	All rubble to be removed to an approved dumping site from the site on a regular basis (supply bin at own risk)			
5.3	Clean all floors, walls, windows, inside and out	All		
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL KWA-THEMA		R	R

3. MAFATSANE LOCAL OFFICE IMPROVEMENT PROJECT

Item	Description:	Quantity	Unit Cost	Total Cost
1	Kitchen:			
1.1	Paint the kitchen in Pantone 458C for all wall coatings	25m ²		
1.2	Paint the ceiling in PVC white	10m ²		
2	Cubicles:			
2.1	Supply and fit under counter cabinet with drawer and lock sets	13		
2.2	Re-tide the cubicles to ensure all is fixed to the floor and walls	13		
3	Main Office:			
3.1	Paint the Main office in Pantone 458C for all wall coatings	390m ²		
3.2	Paint the ceiling in PVA white	225m ²		
3.3	Remove all old and broken tiles and clean and level floor to receive new tiles in a square format	225m ²		
3.4	Supply and fit Tiles in the Main Office with Johnson tile 300 x 300 x 2.5 and insert tiling strips every 5 meters to avoid cracks in the future, also use a tile skirting against dry walling and door ends	225m ²		

3.5	Remove all carpets under the cubicles and prepare the floor to receive new carpets	100m ²		
3.6	Supply and fit carpets with 500mm x 500mm x 6.5mm Belgotex Red Oxide Berber Point 920 tiles under the cubicles in the Main Office	100m ²		
4	Back Office:			
4.1	Paint ceiling in PVA white	65m ²		
4.2	Paint the back office in Pantone 458C for all wall coatings	50m ²		
4.3	Light tint the windows as see through to the outside	329		
5	Server Room:			
5.1	Supply and fit Tiles in the server room with Johnson tile 300 x 300 x 2.5 and insert tiling strips every 5 meters to avoid cracks in the future, also use a tile skirting against dry walling and door ends	10m ²		
5.2	Paint the server room in Pantone 458C for all wall coatings	12m ²		
	Paint the ceiling in PVA white	10m ²		
6	Store Room:			
6.1	Paint the store room in Pantone 458C for all wall coatings	20m ²		
6.2	Paint the ceiling in PVA white	20m ²		
6.3	Paint door	1		
6.4	Replace lock set	1		
7	Doctors Office:			
7.1	Paint the store room in Pantone 458C for all wall coatings	20m ²		
7.2	Paint the ceiling in PVA white	15m ²		
7.3	Paint the door	1		

7.4	Tile the splash back area in white	2m ²		
7.5	Ensure that the main supply is secure between SASSA and the Municipal site	1		
8	Municipal Balcony:			
8.1	Repair the PVC air con outlet and open the drain outlets	2		
8.2	Supply, fit and connect new toilet buckets with flash masters	3		
9	Female Public/Staff Toilets:			
9.1	Paint the toilet in Pantone 458C for all wall coatings	27m ²		
9.2	Paint the ceiling in white PVA	35m ²		
9.3	Paint doors in SASSA spec	6		
10	Male Public/Staff Toilet:			
10.1	Paint the toilet in Pantone 458C for all wall coatings	25m ²		
10.2	Paint the ceiling in white PVA	30m ²		
10.3	Paint doors in SASSA spec	4		
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL MAFATSANE		R	R

Item	Description:	Quantity:	Unit Cost	Total Cost
1	Toilets			
1.1	<ul style="list-style-type: none"> - Painting of all the toilets with cream double velvet wall and ceiling paint. - Supply and fit Indicator Chrome Plated toilet locks in all toilets. - Paint doors 	Wall area 17m ² Floor area 14m ²		
1.2	Male ablution <ul style="list-style-type: none"> - Replace doors with new lockable ones. - Paint all the toilets with double velvet cream paint (3) - Supply and fit Indicator Chrome Plated toilet locks in all toilets. - Paint the walls with cream double velvet wall and ceiling paint. - Replace the entrance door with the new lockable double sided door. - Supply and fit a carpet on the floor where the official is sitting. 	Wall area 37m ² Floor area 10m ² 40m ² Area 37m ²		
2.	Doctors Room:			
	<ul style="list-style-type: none"> - Supply the window blinds on all windows - Paint all the wall areas 	2X 800 Wall area 40m ²		
3.	Admin Support			
	<ul style="list-style-type: none"> - Replace one window glass - Paint all the wall areas - Replace carpet on the floor. - Supply window blinds for all the windows (6) - Supply and repair the door handle.(01) - Repair bugler door key set 	400X1,5 m ² 40m ² 28 m ² 1X2,5 m ² Lockset Lockset		
4.	Back Office			
	<ul style="list-style-type: none"> - Paint wall area. - Remove all window blinds and replace the new ones. 	40m ² 6 windows		
5.	TEAM LEADER OFFICE			
	<ul style="list-style-type: none"> - Paint the walls with (pantone 143c) - Paint the door with vanish and fix or replace the door handles and keys.(01) 	54m ²		

6.	PAUSE AREA/KITCHEN NEXT TO BACK OFFICE 1			
	<ul style="list-style-type: none"> - Remove all worn out tiles on the floor and replace them with new ones in the kitchen. - Tile Supply and fit ground to ceiling cupboard in Vancouver maple finishing with nook with kitchen top, with 4 doors, 4 drawers and hitches and spores 	01		
7.	LOM OFFICE			
	<ul style="list-style-type: none"> - Prepare walls for painting and paint the whole office - Replace new lockable door and keys. - Supply window blinds on all the windows 	01		
8	DG SECTION			
	<ul style="list-style-type: none"> - Painting of wall area. - Supply and fit window blinds. 	50m ²		
9	SERVER ROOM			
	<ul style="list-style-type: none"> - Supply and install the solid doors hard Wood 			
10	MAIN ENTRANCE			
	<ul style="list-style-type: none"> - Supply and install new double sided glass door with an aluminium frame and heavy duty/ hydraulic door closer - Level the floor for clear finishing and proper closing of the door. 	01		
11	GENERAL			
	<ul style="list-style-type: none"> - All rubble to be removed to an approved dumping site from the site on a regular basis (supply bin at own risk) - Clean all floors, walls, windows, inside and out 			
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL SEBOKENG		R	R

5. ELDORADO PARK LOCAL OFFICE IMPROVEMENT PROJECT

URE A

Item	Description:	Quantity:	Unit Cost	Total Cost
1	MAIN STRUCTURE - PARKHOME	01		
1.1	<ul style="list-style-type: none"> To supply and erect and deliver a complete 12 500mm X 7 000mm park home placed on reinforced concrete slabs or reinforced concrete slabs and levelling jacks. 			
1.2	Doors: <ul style="list-style-type: none"> Supply and install aluminium double door 2.4 x 1.8 with a ramp and hand rail. Supply and install expandable burglar door 			
1.3	Windows <ul style="list-style-type: none"> Supply and install 4 x 1.2x600 aluminum sliding windows with fixed burglars 	4		
1.4	Wall Panels <ul style="list-style-type: none"> White wall panel consisting of a rigid Insulated layer sandwiched between two layers of board with a good thermal insulation and high impact resistance. 			
1.5.	Floor Covering <ul style="list-style-type: none"> Vinyl Sheeting / waterproof floor sticker 6 x Plinth foundations manufactured from reinforced concrete, approximately 500 x 500 x 500 with 100mm protruding from the ground. Design and price may vary according to soil conditions, placement on the plot, and the height of the home off the ground. 	6		
1.6.	Chassis <ul style="list-style-type: none"> Welded or bolted chassis placed on top of concrete plinths or concrete pads to support the park home structure 			
1.7.	Office cabinets <ul style="list-style-type: none"> Supply and fit new under counter 			

	cabinets with strong locks and keys in same color			
1.8.	<ul style="list-style-type: none"> • External Skirting • Supply and install polystyrene skirting that is waterproof and scratch resistant. 			
1.9.	Ramp <ul style="list-style-type: none"> • Rubber kerb portable lightweight threshold ramps to the door with hand rails ramp with a gradient of 1.4 degree for easy wheelchair access 			
1.10	SANITARY FITTINGS <ul style="list-style-type: none"> • Close-coupled WC suite comprising pan with double flap heavy duty plastic seat and matching 9 liter cistern • 900 Angled grab bar in disability toilet • Horizontal bar in disability toilet • Window Blinds • Aluminum Venetian Window Blinds 			
2.	MISCELLANEOUS Fire Extinguishers <ul style="list-style-type: none"> • 9kg DCP Fire Extinguisher that comply with SANS 1910 and mounting brackets 			
3.	EXTERNAL WORKS WASTE DRAINAGE <ul style="list-style-type: none"> • Excavate not exceeding 1m deep trench, and remove existing paving and soil and set aside. Backfill and compact trench and re-install paving blocks. • Excavate not exceeding 1m deep trench, and remove existing paving and soil and set aside. Backfill and compact trench and re-install 			

	paving blocks.			
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL ELDORADO PARK		R	R

6. ATTERIDGEVILLE LOCAL OFFICE IMPROVEMENT PROJECT

NO.	DESCRIPTION	QUANTITY		
1	Blinds and burglar			
1.1	Operations area - front Supply and fit expandable security windows (trellidors) <ul style="list-style-type: none"> • 1.8 x 0.93 • 1.8 x 0.93 • 3.0 x 1.7 • 3.25 x 1.7 • 3.0 x 1.73 	5		
1.2	Female toilets – Clients (Incl. kids change room & PwD) (0.55 x 0.55 = 5)	5		
1.3	Male toilets – clients (0.55 x 0.55 = 2)	2		
1.4	Open area next to Firehose/rail (0.9 x 0.6 = 2)	2		
1.5	Dr's rooms (0.9 x 0.6 = 2)	2		
1.6	Kitchen / pause area <ul style="list-style-type: none"> • 0.9 x 0.6 = 2 • 0.58 x 0.6 = 1 	3		
1.7	Female Staff Toilets (0.58 x 0.6 = 2)	2		
1.8	Male Staff Toilets (0.58 x 0.6 = 2)	2		
1.9	Staff PwD (0.55 X 0.53)	1		
1.10	Cleaners rooms (0.55 x 0.53 = 2)	2		
1.11	Open space /area next to Manager's office (0.9 x 0.57 = 2)	2		
1.12	Assistant Manager's Office (Opposite Manager's office) 0.88 x 0.56	1		
1.13	Store room (0.86 x 0.56 = 1)	1		
1.14	Board room <ul style="list-style-type: none"> • 1.77 x 2.1 = 1 • 0.47 x 0.73 = 2 	3		
2.	Kitchen:			
2.1.	Supply and fit ground to ceiling cupboard in Vancouver maple finishing 2m (L) x 900 (H) x 60 (W) with and kitchen top, with 4 doors, 4 drawers, hinges and spores and proper finishing ie handles, locks 3.5m(L x 2.7m(H) x 60(W)	1		
2.2	Supply and fit splash back tiles for easy cleaning in sink and cupboard areas 2.5m x 50	1		
2.3	Supply new ceiling boards and fit with strips, Cornish and connectors (2.60m x 6.5m)	1		

2.4	Supply and fit new tiles in line with SASSA spec with aluminum breaker strips and tile ends	17m ²		
	SUBTOTAL		R	R
	VAT		R	R
	GRAND TOTAL ATTERIDGEVILLE		R	R

SUMMARY FOR LOCAL OFFICE IMPROVEMENT: PRICING SCHEDULE

No.	Local Office	Total Cost Inclusive of VAT
1.	ORANGE FARM	R
2.	KWA-THEMA	R
3.	MAFATSANE	R
4.	SEBOKENG	R
5.	ELDORADO PARK	R
6.	ATTERIDGEVILLE	R
	TOTAL BID PRICE FOR SIX OFFICES	R