

THE MVULA TRUST (TMT)

BID DESCRIPTION: PANEL OF CONTRACTORS (CIDB GRADING 2GB OR HIGHER) FOR THE PERIOD OF 3 YEARS (36 MONTHS).

BID NUMBER: TMT-SCMU 2025/26-KZN02

CIDB GRADING:

CSD NUMBER:

NAME OF THE BIDDER:

.....

COMPULSORY BRIEFING SESSION

There will be no compulsory briefing

VALIDITY PERIOD: 180 DAYS

CLOSING DATE: 18 March 2026 @ 12H00

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PART A: Notice and Invitation to Submit Tender

Bids are hereby invited from interested service providers for the Panel of Contractors for the period of years (36 months). Bid documents are obtainable at the E-Tender Portal free of charge from the date of advertisement.

Completed bid documents with attachments (supporting documents) must be wrapped in a sealed envelope and be deposited into The Mvula Trust's bid box, 07 Pearce Crescent, The Park, Unit F1, eMpangeni, 3880 marked clearly as Bid No: TMT-SCMU 2025/26-KZN02 Panel of Contractors for the period of 3 years (36 months).

EVALUATION OF BIDS

The Evaluation of this bid will be conducted in TWO stages:

The first stage will be assessment of Mandatory requirements as follows:

1. Valid Letter of Good Standing (COIDA).
2. All SBD forms **must be completed and signed** in full.
3. An original Authority of Signatory must be submitted
4. CIDB Grading Certification from level 2GB or higher.
5. Valid Joint Venture Agreement signed off by both parties (In case of a Joint Venture), accompanied by JV account (**with all directors being signatories**), CSD, CIDB etc.
6. **Artisans Required as mandatory for this project:**
Bricklayer
Plumber
Carpenter
Painter
7. **The same bid document with attachments must be submitted in a clearly marked USB together with the original bid document. (Both the hard copy and electronic documents must be exactly the same).**
8. **Joint ventures** are eligible to submit tenders provided that:
 - Every member of the joint venture is registered with the **CIDB**,
 - Collectively the contractors meet the requirements of joint venture arrangement as per the **CIDB Regulation 25(6)** depicted on table 9 below.

Table 9: CIDB Joint Venture

CIDB Designation	Deemed to satisfy joint venture arrangements
3	Three contractors registered in contractor grading designation 2
4	Three contractors registered in contractor grading designation 3
5	Two contractors registered in contractor grading designation 4 , OR One contractor registered in contractor grading designation 4 and two contractors registered in contractor grading designation 3
6	Two contractors registered in contractor grading designation 5 , OR One contractor registered in contractor grading designation 5 and two contractors registered in contractor grading designation 4

7	Two contractors registered in contractor grading designation 6 , OR
	One contractor registered in contractor grading designation 6 and Two contractors registered in contractor grading designation 5
8	Three contractors registered in contractor grading designation 7
9	Three contractors registered in contractor grading designation 8

- **Additional requirements for JV**

- a) Contractor can only submit one tender per cluster as a joint venture partner or individual company, not both, for the same cluster.
- b) Please note that all JV parties' CIBD registrations should be valid on the day of evaluation as well as on the day of award.
- c) JV agreement to be attached should indicate how the JV will operate, how will the resources be deployed, how each partner will contribute financially and how disputes will be resolved between parties.
- d) A separate Bank account in the name of the JV must be in place with both parties being signatories.
- e) The JV lead partner will be fully involved on the projects and will deploy all necessary resources (financial, technical and human resources). Failure for Lead partner to be involved in the project, TMT will terminate contract on grounds of false representation.
- f) Both JV partners/ directors will attend all project meetings.
- g) Consolidated CSD registration for all partners.
- h) SARS tax compliant pins for both JV partners are in place.
- i) COIDA/FEM for all JV partners are valid.
- j) A separate VAT registration for the JV is in place.
- k) Over and above these listed additional requirements, the agreement must meet the CIDB JV agreement requirements.
- l) TMT reserves the right to use the CIDB Joint Venture calculator.

Please note that the contractor registration should be valid on the day of evaluation as well as on the day of award. TMT will verify contractor registration during evaluation and award stages.

Tenderers that submit fraudulent registrations will be disqualified and a complaint will be lodged with the CIDB for investigation, inquiry and sanctions. These tenderers will be prohibited from doing business with TMT in future.

Note: Failure to adhere to the above stated mandatory requirements will lead to disqualification.

OBJECTIVE AND SELECTION CRITERIA

1. Objectives

In support of its mandate as an Implementing Agent on behalf of various governmental clients, TMT intends to utilize the Panel of Contractors to source construction works services in an accelerated manner that is fair, equitable, transparent, competitive and cost effective.

The following is the process for establishing and selecting contractors into the TMT Panel of Contractors:

Stage 1 – Placement on the Panel of Contractors

- ❖ Call for contractors to express interest to be placed on the TMT panel Contract for at least **21 calendar days** advertisement on the Treasury **e-Tender Portal** before the closing date,

- ❖ TMT evaluates received submissions of the panel of contractors based on functionality,

- ❖ TMT shall place successful contractors on the Panel of Contractors according to the points scored on functionality, qualifying selected CIDB grades, the capacity of the contractor to execute similar type of construction works and construction works categories such as schools and health infrastructure, housing infrastructure and civil engineering infrastructure.
- ❖ The order of the contractors listing shall be determined by the number of functionality points scored during the evaluation phase, and where two or more contractors scored equal points, the order will be determined and/or ranked according to the alphabetical order (**name of company**).
- ❖ Successful bidders will be published on e-tender portal

Stage 2 – Selection for contracting

- ❖ TMT selects contracting strategy and the most suitable form of contract from the well-known industry contracts (JBCC/GCC/NEC/FIDIC) or the Service Level Agreement)
- ❖ TMT formulates risk assessment criteria according to the size, scope, nature and complexity of the construction works project.
- ❖ TMT select pricing strategy.
- ❖ TMT invites a minimum of three (3) contractors from the Panel of Contractors for quotations based on the contractors CIDB grading for a minimum period of **7 calendar days**.
- ❖ TMT will evaluate the submissions based on price and preferential points according to the 80/20 or 90/10 formula.
- ❖ Based on the submission's evaluation on price, due diligence and risk assessment conducted, TMT shall appoint the preferred contractor and conclude the JBCC Contract.
- ❖ Once a contractor is appointed for construction works, it will not be eligible for another appointment if it is still busy with the project when the cycle recommences, that contractor will not be invited for quotations. Where the appointed contractor has completed the project when the cycle recommences, that contractor will be re-invited for quotations.
- ❖ Despite the tender offer validity period (17 weeks) as prescribed in CIDB's Standard for Uniformity in Construction Procurement of August 2019 (SFU), where a contractor on a TMT Panel of Contractors is appointed for a project and later terminated, TMT will go back to request quote from the panel.

For this Panel of Contractors, "**rotational or rolling basis**" means sharing opportunities by taking turns where each contractor on the TMT Panel of Contractors serves a turn in submitting a quotation, thereby ensuring that equitable participation is afforded to the first minimum of three contractors and to the next available minimum panel members of three until the last contractor on the panel is invited to submit quotation and thereafter the cycle of the group recommences.

2. Evaluation of the PANEL OF CONTRACTORS, Establishment and Use of the Panel

Successful contractor will be published on the e-tender portal (www.etenders.gov.za). Bidders that are not listed on the e-tender portal as stipulated above will be deemed to be unsuccessful and will not receive **Regret Letters**.

- ❖ Placement on the TMT Panel of Contractors is not a conclusion of a contract, nor does it place an obligation on TMT to procure construction work services from any contractor on the database or an obligation on the contractors to provide construction works.
- ❖ The construction work services shall be on an **As and When Required Basis** and upon TMT issuing invites for quotation, appointing the preferred contractor by issuing an appointment letter, have it accepted by the contractor and concluding the contract.

- ❖ It is the responsibility of contractors to regularly inform TMT of all changes relating to the contractor's contact information, CIDB Grading and classes of works, CSD registration, Tax compliance, NHBRC registration etc. as and when changes happen.
- ❖ TMT will not be held liable if a panel contractor that does not receive a tender or an invitation for a quotation due to the above changes and incorrect information.
- ❖ Bidders who are listed on National Treasury's Database of Restricted suppliers will not be eligible to be registered in this Panel of Contractors.
- ❖ Bidders who are responding to this advert bind themselves to the terms and condition of this Panel of Contractors.

3. Contracting Strategies

Upon setting up the TMT Panel of Contractors database, TMT will invite members of the panel for the various construction works utilizing any form of contract amongst the preferred industry contracts such as JBCC, GCC, NEC or FIDIC, etc

The second stage will be functionality test:

1. Key Personnel 45 points
2. Company Experience 40 points
3. Locality within KwaZulu-Natal 15 points

Weighting differs per grade and per trade as detailed in the bid document and bidders must score a minimum of 70 points to be listed in the approved panel of Contractors for 36 months. Only bidders who meet all the evaluation criteria will be enlisted on the TMT **KwaZulu-Natal** Approved Panel of Contractors. A Risk assessment will be used when bidders are invited to price for work.

The publication date shall be 25 February 2026

The closing day and time for the receipt of bids is **12h00, Wednesday, 18 March 2026.**

Bidders shall take note of the following bid conditions:

- a. The Mvula Trust's Supply Chain Management Policy will apply to this bid
- b. Specific goals in terms of the preferential procurement regulations 2022 will apply to this bid.
- c. The Mvula Trust's does not bind itself to accept the lowest or any bid and reserves the right to accept the whole or part of the bid.
- d. Contract period: 36 Months (this includes all statutory holidays and construction builder's holidays)
- e. TMT reserves the right to negotiate further conditions with the successful bidder.
- f. TMT reserves the right not to appoint.
- g. No bidder will be appointed if not registered on Central Supplier Database (Bidders not registered on the closing date will be disqualified.)
- h. TMT bid document must be completed with a black and un-erasable pen

i. Late, incompletely filled, unsigned, un-initialled, faxed or emailed bids will not be accepted.

Enquiries:

All SCM enquiries regarding this tender must be forwarded to: Email anele@themvulatrust.org.za; with the applicable Bid No. as the subject.

All technical enquiries regarding this tender must be forwarded to: Email: mziwoluntu@themvulatrust.org.za; with the applicable Bid No. as the subject.

NB: Tenderers should request clarification of the tender documents, if necessary, by notifying the Employer's Representative indicated in the Tender Notice and Invitation to Tender in writing at least **five working days** before the closing time stated in the tender data.

**PART B
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MVULA TRUST					
BID NUMBER:	TMT- SCMU 2025/26- KZN02	CLOSING DATE:	18 March 2026	CLOSING TIME:	12:00pm
DESCRIPTION			PANEL OF CONTRACTORS FOR THE PERIOD OF 3 YEARS (36 MONTHS)		
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
07 Pearce Crescent, The Park, Unit F1					
EMPANGENI, 3880					
KWAZULU-NATAL PROVINCE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON				CONTACT PERSON	
TELEPHONE NUMBER				TELEPHONE NUMBER	
FACSIMILE NUMBER				FACSIMILE NUMBER	
E-MAIL ADDRESS				E-MAIL ADDRESS	
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
C3.1.1.1 ARE YOU THE ACCREDITED REPRESENTA TIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		C3.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES 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?

YES NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

SBD1

**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, 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:

PART C

SBD 4

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 interest in the enterprise, employed by TMT and/or the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether they are bidding for this contract? **YES/NO**

2.3.1 If so, furnish particulars:

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

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

- 3.1 I have read, and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.
- 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 consortium¹ 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.

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

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.

PART D

SBD 6.1

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, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS

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

a) 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 The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a bidder 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 bidder, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “**tender**” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price Tenders, 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).

2. 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:

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

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

Where:

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
P_{max} = 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 bidder 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 the 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to bidders: The bidder must indicate how they claim points for each preference point system as per CSD Report.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the bidder as per CSD Report)
Black People	10	
Youth	5	
Women	4	
Person with Disability	1	

Note: Points for Black People / Youth / Women and Person with disability will be allocated proportionally as per ownership percentage on the CSD report if claimed.

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 because 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 because of that person's conduct.
 - (c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.
 - (d) recommend that the bidder 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.

<p>.....</p> <p>SIGNATURE(S) OF BIDDER(S)</p>	
SURNAME AND NAME:
DATE:
ADDRESS:

PART E: GENERAL CONDITIONS OF CONTRACT

PART E:

**GENERAL CONDITIONS OF CONTRACT GENERAL CONDITIONS OF CONTRACT
THE NATIONAL TREASURY REPUBLIC OF SOUTH AFRICA**

**Government Procurement: General Conditions of
Contract July 2010**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) (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. Inspections, 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

1. DEFINITIONS

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm

the local industries in the RSA.

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

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

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

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

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

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

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

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

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

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. APPLICATION

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

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

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

3. GENERAL

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

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

4. STANDARDS

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

5. USE OF CONTRACT DOCUMENTS AND INFORMATION; INSPECTION.

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

Disclosure to any such employed person shall be made in confidence and shall extend only as 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

5.2.1 Except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause

5.3.1 Shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. PATENT RIGHTS

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. PERFORMANCE SECURITY

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

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

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

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

(b) A cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations.

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 analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. PACKING

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

9.2 The packing, marking, and documentation within and outside the packages shall comply

strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. DELIVERY AND DOCUMENTS

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

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

11. INSURANCE

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

12. TRANSPORTATION

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

13. INCIDENTAL SERVICES

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

- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods.
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods.
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit

of the supplied goods.

(d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. SPARE PARTS

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) In the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) Following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. WARRANTY

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models and those they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants

that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

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

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. PAYMENT

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

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 amendment signed by the parties concerned.

19. ASSIGNMENT

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

20. SUBCONTRACTS

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

21. DELAYS IN THE SUPPLIER'S PERFORMANCE

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

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

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

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

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

22. PENALTIES

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

delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. TERMINATION FOR DEFAULT

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

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

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

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

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

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

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: (i) The name and address of the supplier and / or person restricted by the purchaser; (ii) The date of commencement of the restriction (iii) The period of restriction; and (iv) The reasons for the restriction. These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

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

24. ANTI-DUMPING AND COUNTERVAILING DUTIES AND RIGHTS

24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-

dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. FORCE MAJEURE

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

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

26. TERMINATION FOR INSOLVENCY

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

27. SETTLEMENT OF DISPUTES

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

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

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

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

27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier.

28. LIMITATION OF LIABILITY

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

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not

apply to the cost of repairing or replacing defective equipment.

29. GOVERNING LANGUAGE

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

30. APPLICABLE LAW

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise stated 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 PROHIBITIONS OF RESTRICTIVE PRACTICES

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

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

PART F:

1. BID SPECIFICATION AND FUNCTIONALITY TEST

SCOPE FOR VARIOUS CATEGORIES OF WORK

1. Demolition

- 1.1. Demolition of unsafe structures e.g. ablution structure and pit holes with slabs etc
- 1.2. Demolition of unsafe steel tanks, brick plinths/concrete plinths etc
- 1.3. Demolition of septic tanks
- 1.4. Removal of dilapidated fence

2. Renovations/ alterations

- 2.1. Renovation and alteration of water, sanitation (waterborne and dry ablution) and fencing facilities in schools.

3. New Sanitation

- 3.1. Construction of new sanitation facilities (waterborne and dry ablution).
- 3.2. Sewer connection/ reticulations

4. New Water Facilities

- 4.1. Development of boreholes (testing existing, siting, drilling and equipping of new boreholes
- 4.2. Installation of elevated water storage tanks (polyethylene/ Steel tanks)
- 4.3. Upgrading of existing boreholes.
- 4.4. Water purification/ treatment plants and reticulation.
- 4.5. Construction of water fountains / stand taps etc.

5. External Works

- 5.1. Construction of Guardhouse
- 5.2. Construction perimeter fence, Grade R fence and Security fence around Water facilities e.g. steel palisade and invisible fence
- 5.3. Construction of paved walkways
- 5.4. Provision of rainwater harvesting tanks.
- 5.5. Construction of septic tanks
- 5.6. Erection or development of boreholes (testing existing, siting, drilling and equipping of new boreholes etc.
- 5.7. Upgrading of existing boreholes.
- 5.8. Water purification/ treatment plants and reticulation.
- 5.9. Repairs and painting of existing fences
- 5.10. Provision of stormwater management.

NB: the scope may also include completion of outstanding works for terminated contracts.

2. Functionality Test for Grade 2 to 3

No	Criteria	Evidence	Sub-Criteria	Points	
1)	<p>Track record of number and value of Building Projects executed as per CIDB categories for this tender.</p> <p>The value of each individual appointment must fall within the specified CIDB category.</p>	<p>Attachment of the following:</p> <p>-</p> <p>a) Main Contractor. An Appointment letter/ Purchase Order & Completion Certificates indicating project/s, and the value of the General Building Projects executed within the past Five (5) years as at the closing date of the tender.</p> <p>b) Main Contractor. Signed and officially stamped Reference letter for each project with Contactable references by relevant authorized person or organization confirming the tender's performance.</p> <p>c) If subcontracted, an appointment letter/Purchase order, completion certificate and a Signed and or officially stamped contactable reference letter the reference letter from the Main Contractor.</p> <p>d) In case of Joint Venture, (a) and (b) will apply.</p>	<p>Number of Project/s executed</p> <p>Four (4) or more Projects</p> <p>Three (3) Projects</p> <p>Two (2) Projects</p> <p>One (1) Project</p> <p>No track record/project/s executed</p>	<p>40</p> <p>30</p> <p>20</p> <p>10</p> <p>0</p>	<p>40 (Maximum)</p>
	<p>Technical qualifications & Competence</p> <p>NB: References will entail the following:</p>	<ul style="list-style-type: none"> • Contracts Manager with a National Diploma qualification in the Built Environment with at least 5 years' working experience in building works. • OHS officer registered with SACPCMP. 	<p>Portfolio of Evidence for the three (3) Key Personnel</p> <p>CVs and Qualifications of Contract Manager and OHS Officer. Provide also the competency Certificate for the</p>	<p>30</p>	<p>30 (Maximum)</p>

	<p>(CVs, Originally Certified Qualifications and Certificates must be submitted. The certified documents must not be older than three months as at the closing date of the tender). For Foreign Qualifications, the SAQA Evaluation Certificate must be submitted.</p> <p><i>NB: Only originally certified documents will be accepted</i></p>	<ul style="list-style-type: none"> • Foreman at least 3 years' experience in buildings. 	<p>OHS Officer and a detailed CV for the Foreman.</p> <p>At least two disciplines out of the three (3) above.</p> <p>At least one discipline out of the three (3) above.</p> <p>Zero (0) of the disciplines out of the three (3) above.</p>	<p>20</p> <p>10</p> <p>0</p>	
3)	<p>Technical qualifications & Competence</p> <p>NB: References will entail the following:</p> <p>(CVs, Originally Certified Qualifications and Certificates must be submitted. The certified documents must not be older than three months as at the closing date of the tender).</p> <p><i>NB: Only originally</i></p>	<p>Artisans Required</p> <ul style="list-style-type: none"> • Bricklayer • Plumber • Carpenter • Painter 	<p>Portfolio of Evidence for the four (4) Key Personnel</p> <p>CVs for the four (4) artisans.</p> <p>None of submission mentioned above</p>	<p>15</p> <p>0</p>	<p>15 (Maximum)</p>

	certified documents will be accepted				
4)	Locality within KwaZulu-Natal Province. NB: The physical address given in SBD 1 will be used and it should be consistent with the address in the Central Supplier Database Report.	Attach any copy of the following documents: (a) Letter from a Traditional Authority, Proof To Occupy (PTO) or Municipal Statement which must not be older than three (3) months , or (b) A valid Lease Agreement signed by both the Lessor and Lessee	KwaZulu-Natal Province	15	15 (Maximum)
			Outside KwaZulu-Natal Province	0	
TOTAL POINTS					

3. Functionality Test for Grade 4 or Higher

No	Criteria	Evidence	Sub-Criteria	Points
1)	Track record of number and value of Building Projects executed as per CIDB categories for this tender. The value of each individual appointment must fall within the specified CIDB category.	Attachment of the following: - a) Main Contractor. An Appointment letter/ Purchase Order & Completion Certificates indicating project/s, and the value of the General Building Projects executed within the past Five (5) years as at the closing date of the tender. b) Main Contractor. Signed and officially stamped Reference letter for each project with Contactable references by relevant authorized person or organization confirming the tender's performance. c) If subcontracted, an appointment letter/Purchase order, completion certificate and a Signed and or officially stamped contactable reference letter the reference letter from the Main Contractor. d) In case of Joint Venture, (a) and (b) will apply.	Number of Project/s executed	40 (Maximum)
			Four (4) Projects	40
			Three (3) Projects	30
			Two (2) Projects	20
			One (1) Project	10
			No track record/project/s executed	0
5)	Technical qualifications & Competence NB: References will entail the following: (CVs, Originally Certified Qualifications and Certificates must be submitted. The certified documents must not be older than three months as at the closing date of the tender). For	<ul style="list-style-type: none"> • Contracts Manager with a National Diploma qualification in the Built Environment with at least 5 years' working experience in building works. <ul style="list-style-type: none"> • OHS officer registered with SACPCMP. • Foreman at least 3 years' experience in buildings. 	Portfolio of Evidence for the three (3) Key Personnel	30 (Maximum)
			CVs and Qualifications of Contract Manager and OHS Officer. Provide also the competency Certificate for the OHS Officer and a detailed CV for the Foreman.	30
			At least two disciplines out of the three (3) above.	20
			At least one discipline out of the three (3) above.	10
			Zero (0) of the disciplines out of the three (3) above.	0

	<p>Foreign Qualifications, the SAQA Evaluation Certificate must be submitted.</p> <p><i>NB: Only originally certified documents will be accepted</i></p>					
3)	<p>Technical qualifications & Competence</p> <p>NB: References will entail the following:</p> <p>(CVs, Originally Certified Qualifications and Certificates must be submitted. The certified documents must not be older than three months as at the closing date of the tender).</p> <p><i>NB: Only originally certified documents will be accepted</i></p>	<p>Artisans Required</p> <ul style="list-style-type: none"> • Bricklayer • Plumber • Carpenter • Painter 	<p>Portfolio of Evidence for the four (4) Key Personnel</p>	<p>CVs for the four (4) artisans.</p> <p>None of submission mentioned above</p>	<p>15</p> <p>0</p>	<p>15 (Maximum)</p>
4)	<p>Locality within KwaZulu-Natal Province.</p> <p>NB: The physical address given in SBD 1 will be used and it should be consistent with the address in the Central Supplier Database Report.</p>	<p>Attach any copy of the following documents:</p> <p>(c) Letter from a Traditional Authority, Proof To Occupy (PTO) or Municipal Statement which must not be older than three (3) months, or</p> <p>(d) A valid Lease Agreement signed by both the Lessor and Lessee</p>	<p>KwaZulu-Natal Province</p> <p>Outside KwaZulu-Natal Province</p>	<p>15</p> <p>0</p>	<p>15 (Maximum)</p>	
TOTAL POINTS					100	

4. Mandatory requirements

Only those tenderers who are registered with the CIDB or are capable of being registered prior to the closing date, in a contractor grading designation equal to **2GB or higher are eligible to submit their bids.**

Joint ventures are eligible to submit tenders provided that:

1. Every member of the joint venture is registered with the **CIDB**,
 - a Collectively the contractors meet the requirements of joint venture arrangement as per the **CIDB Regulation 25(6).**

Part I

Returnable Documents
Checklist On Minimum Requirements

To assist you with your tendering process, see a checklist of the minimum requirements below:

No.	Minimum requirements	Tick	Comment if not attached
1.	Complete original bid document with Black ink		
2.	Tender documents are downloadable from the E-tender		
3.	Valid Tax Clearance Certificate or Tax pin		
4.	CK/Company registration certificate showing percentage of shareholders / membership interest		
5.	Certified ID copies of the originals for the Shareholders/Directors appearing in the CK		
6.	Proof of Residence for both company and directors (not older than 03 Months). Municipal statement, valid lease agreements, originally signed tribal letter for Proof To Occupy		
7.	Bidders experience: Attach contactable valid appointment letters from the employer.		
8.	Key personnel C.V and originally certified qualifications and Competence Certificates where applicable.		
9.	Proof of CIDB grading between grading 2 GB or higher		
10.	Contract period: 36 months		
11.	Compulsory briefing session		
12.	In the case of a Joint Venture, Association or Consortium a formal valid contract agreement is originally signed by both parties.		
13.	Responded as per the scope of work (compliance to specification/ conditions or term of references)		
14.	Bid Validity period 120 days		

.....
 Company Representative (Name)

.....
 Signature

.....
 Date