



TENDER No: PWR 227/23

FOR

MAINTENANCE, TESTING AND REPLACEMENT OF HVAC EQUIPMENT FOR PRESTIGE PROPERTIES ON AN "AS AND WHEN" REQUIRED BASIS FOR PERIOD OF 36 MONTHS.

TENDER DOCUMENT

November 2023

Issued by
Head of Department Department of Public Works and Roads Private Bag X2080 Mmabatho 2735 Tel: 018-388-1483 Fax: 086-646-0185

NAME OF TENDERER:

ADDRESS:

PHONE:

FAX:

EMAIL:



ModiriMolema Road
Old Parliament Complex
Mmabatho, 2735
Private Bag X 2080, Mmabatho, 2735

Tel.: +27 (18) 388 4481

SUPPLY CHAIN MANAGEMENT

REF: PWR 227/23

INVITATION TO BID

BID NO PWR 227/23: Maintenance, Testing and Replacement of Heating Ventilation and Air Conditioning Equipment for Prestige Properties on "as and when" required basis for 36 months

1. The conditions contained in the General Conditions of Contract (GCC) and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. Kindly receive attached the following documents:
 - 2.1. SBD 1 - Invitation to bid form
 - 2.2. SBD 2 - Tax Clearance Requirements
 - 2.3. SBD 4 - Declaration of interest
 - 2.4. SBD 6.1- Preference Points Claim in terms of Preferential Procurement Regulations 2022
3. All the documents accompanying this invitation must be completed in detail where applicable, be sealed in an envelope and be deposited in the bid box before the closing date and time. The bid box is situated at Department of Public Works and Roads, Modiri Molema Road, Old Parliament Building
4. Duly completed and signed original bid documents should be sealed in an envelope marked:

Bid No : PWR 227/23

Bid Description : Maintenance, Testing and Replacement of Heating Ventilation and Air Conditioning Equipment for Prestige Properties on "as and when" required basis for 36 months

Closing Date : 29th February 2024

Closing Time : 11h00am

No telegraphic or facsimile bids will be considered.

5. The Department of Public Works and Roads reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
6. For more information, please contact the following:

Department : Public Works and Roads

Contact Person : Mr. O. Diale Tel (018) 388 3017

There will be a Compulsory briefing meeting on 15th February 2024 at Embassy Hall in Mahikeng at 10h00am



BID REQUIREMENTS

- a. All bidding Vendors must have a VALID bank account
- b. All the Relevant Forms attached to this bid documents must be completed and signed in ink where applicable by a duly authorised official

7. REQUIRED DOCUMENTATION

The prospective bidders are required to provide the following documentation:

- Original completed and signed applicable Bid Documents
- Company Registration Certificate from the Registrar of Companies
- Original Valid Tax Clearance Certificates
- Joint Venture Agreement signed by both parties where applicable
- Originally Certified Copies of Identity Documents of the main shareholders / Directors of the Company
- CSD Report of the Company
- CIDB Certificate not older than three months

8. EVALUATION CRITERIA AND PROCESSES TO BE USED

The evaluation process will entail the following phases:

- Phase 1 – Evaluation on Legal requirements
- Phase 2—Technical/ Functional requirements
- Phase 3- 80/20 Points Preference System



.....
MR. MJ MOIPOLAI
DIRECTOR - SUPPLY CHAIN MANAGEMENT

.....
DATE





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Part T1: Tendering Procedures

T1.1. Tender Notice and Invitation to Tender

YOU ARE HEREBY INVITED TO TENDER FOR THE PWR 227/23 - MAINTENANCE, TESTING AND REPLACEMENT OF STANDBY DIESEL GENERATORS AND POWER TRANSFORMERS FOR PRESTIGE PROPERTIES ON AN "AS AND WHEN" REQUIRED BASIS FOR PERIOD OF 36 MONTHS.

TENDER NUMBER	: PWR 227/23
CLOSING DATE	: 29 February 2024
CLOSING TIME	: 11:00 AM
TENDER VALIDITY PERIOD	: 90 DAYS
BRIEFING SESSION	: Compulsory
BRIEFING SESSION VENUE	: Embassy Hall, Mahikeng
BRIEFING SESSION TIME	: 10:00
BRIEFING SESSION DATE	: 15 February 2024
DESCRIPTION	: PWR 227/23 - MAINTENANCE, TESTING AND REPLACEMENT OF HEATING, VENTILATION AND AIR CONDITIONING EQUIPMENT FOR PRESTIGE PROPERTIES ON AN "AS AND WHEN" REQUIRED BASIS FOR PERIOD OF 36 MONTHS.

TENDER SUBMISSION REQUIREMENTS: X1 ENVELOPE – SUBMISSIONS MUST BE SUBMITTED IN ONE ORIGINAL HARDCOPY



T1.2. Tender Data

Clause number	
a.	The employer is the Department of Public Works and Roads, North West Provincial Government.
b.	<p>The tender documents issued by the employer comprise:</p> <ul style="list-style-type: none"> Part T1 Tendering Procedures <ul style="list-style-type: none"> T1.1. Tender Notice and Invitation to Tender T1.2. Tender Data Part T2 Returnable documents <ul style="list-style-type: none"> T2.1. List of Returnable Documents T2.2. Forms of Offer and Acceptance Part C1 Agreement and Contract Data <ul style="list-style-type: none"> C1.1. Forms of Offer and Acceptance C1.2. Contract Data Part C2 Pricing Data <ul style="list-style-type: none"> C2.1. Pricing Instructions C2.2. Activity Schedule/ Bill of Quantities Part C Scope of Work <ul style="list-style-type: none"> C 3.1. Scope of Work
C	<p>The employer's representative is:</p> <p>Name Mr. O. Diale Address Department of Public Works and Roads Private Bag X2080 Mmabatho 2735</p>
d.	<p>Only those tenderers who score a minimum of 70 points in respect of the following quality criteria will be considered for the pricing and preference points stage. Tenderers registered with the CIDB, in a contractor grading designation equal to 4ME or higher class of construction work, are eligible to submit tenders.</p> <p>Joint ventures are eligible to submit tenders provided that:</p> <ol style="list-style-type: none"> 1. Every member of the joint venture is registered with the CIDB; 2. The lead partner has a contractor grading designation in the 4ME class of construction work; and 3. The combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than a contractor



	grading designation determined in accordance with the sum tendered for a 4ME class of construction work.						
e.	It is an absolute requirement that the taxes of the successful tenderer <u>must</u> be in order, or that suitable arrangements have been made with the Receiver of Revenue to satisfy them. Provide the Tax PIN (Refer Form A5 – Tax Clearance Certificate Requirements SBD2 in the List of Returnable)						
f.	The arrangements for a Compulsory clarification meeting are: <table border="0"> <tr> <td>Location</td> <td>Embassy Hall</td> </tr> <tr> <td>Date</td> <td>15 February 2024</td> </tr> <tr> <td>Starting Time</td> <td>10:00</td> </tr> </table>	Location	Embassy Hall	Date	15 February 2024	Starting Time	10:00
Location	Embassy Hall						
Date	15 February 2024						
Starting Time	10:00						
g.	Tenderers are obligated to offer all parts of works, services or supply as specified in the contract data:						
h.	Parts of each tender offer communicated on paper shall be submitted as an original, plus one (1) copy						
i.	The employer’s address for delivery of tender offers and identification details to be shown on each tender offer package are: <table border="0"> <tr> <td>Location of Tender Box</td> <td>Gatehouse Old Parliament Building Mmabatho</td> </tr> <tr> <td>Physical Address</td> <td>Ngaka Modiri Molema Road, Department of Public Works and Roads, Mmabatho, 2735</td> </tr> </table>	Location of Tender Box	Gatehouse Old Parliament Building Mmabatho	Physical Address	Ngaka Modiri Molema Road, Department of Public Works and Roads, Mmabatho, 2735		
Location of Tender Box	Gatehouse Old Parliament Building Mmabatho						
Physical Address	Ngaka Modiri Molema Road, Department of Public Works and Roads, Mmabatho, 2735						
j.	A two-envelope procedure will not be followed.						
k.	The tender offer validity period is 90 days.						
l.	The time and location for opening of tender offers are: <table border="0"> <tr> <td>Time</td> <td>11h00</td> </tr> <tr> <td>Date</td> <td>29 February 2024</td> </tr> <tr> <td>Location</td> <td>Gate House, Old Parliament Building</td> </tr> </table>	Time	11h00	Date	29 February 2024	Location	Gate House, Old Parliament Building
Time	11h00						
Date	29 February 2024						
Location	Gate House, Old Parliament Building						
m.	The minimum number of prequalification points for quality is 70% , however if not attained a second threshold of 60% will be applied.						
n.	The number of paper copies of the signed contract to be provided by the employer is one copy.						



PRE-QUALIFICATION CRITERIA:

Table 1: List of required documents in response to nature & scope of services to be rendered

Document that must be submitted	Description/ Instructions
Accreditations	SAQCC - Authorised Air conditioning and Refrigeration gas Practitioner card
Registration with the Construction Industry Development Board	Provide proof of valid Construction Industry Development Board (CIDB) registration of (Mechanical Engineering Works – Building grade of 4ME or higher

In addition, for prequalification the following compliance requirements (Service providers that fail to adhere to any of the following, will be rendered non- responsive):

- All relevant SBD forms
 - Letter of good standing (COIDA)
 - Bidders must be registered on Central Supplier Database (CSD).
 - All service providers applying to register on the database should be tax compliant.
 - Each party participating in a joint venture or consortium must be tax compliant
- Signed agreements as satisfactory



SELECTION CRITERIA:

The capability to render the required services will be evaluated based on the following criteria:

Table 2: Selection Criteria

SELECTION CRITERIA					
No.		Objective Criteria – Tender Rating Matrix	Tender Rating (score 1-5) A	Weight B	Tender Score (%) = (AxB)/5
1	Company experience on Repairs, replacements, servicing and testing of HVAC equipment	5 or more Similar projects with a value of more than R900 000-00 in the past 5 Years. (As proof attach letters of Appointment and project completion certificate with award letters/Purchase Orders).	5	40	
		4 Similar projects with a value of more than R900 000-00 in the past 5 Years. (As proof attach letters of Appointment and project completion certificate with award letters/Purchase Orders).	4		
		3 Similar projects with a value of more than R900 000-00 in the past 5 Years. (As proof attach letters of Appointment and project completion certificate with award letters/Purchase Orders).	3		
		2 Similar projects with a value of more than R900 000-00 in the past 5 Years. (As proof attach letters of Appointment and project completion certificate with award letters/Purchase Orders).	2		
		1 Similar project with a value of more than R900 000-00 in the past 5 Years. (As proof attach letters of Appointment and project completion certificate with award letters/Purchase Orders).	1		



No.	<i>Objective Criteria – Tender Rating Matrix</i>		<i>Tender Rating (score 1-5) A</i>	<i>Weight B</i>	<i>Tender Score (%) = (AxB)/5</i>
2	Key Personnel experience in Electrical engineering (Attach CV, Trade test qualifications and Affidavit from individual personnel). Mechanical Engineers and Technicians are exempted from trade test requirement	2 X Mechanics (Air conditioning / refrigeration), the principal member with 5 years or more years' of experience following the completion of their trade tests	5	20	
		2 X Mechanics (Air conditioning / refrigeration), the principal member with minimum of 4 years' experience following the completion of their trade tests	4		
		2 X Mechanics (Air conditioning / refrigeration), the principal member with minimum of 3 years' experience following the completion of their trade tests	3		
		2 X Mechanics (Air conditioning / refrigeration), the principal member with minimum of 2 years' experience following the completion of their trade tests	2		
		2 X Mechanics (Air conditioning / refrigeration), the principal member with less than 2 years' experience following the completion of their trade tests	1		
No.	<i>Objective Criteria – Tender Rating Matrix</i>		<i>Tender Rating (score 1-5) A</i>	<i>Weight B</i>	<i>Tender Score (%) = (AxB)/3</i>
3	Key Personnel experience in Electrical engineering (Attach CV, Trade test qualifications and Affidavit from individual personnel). Electrical Engineers and Technicians are exempted from trade test requirement	2 X Electricians, the principal member with 5 or more years' experience following the completion of their trade tests	5	20	
		2 X Electricians, the principal member with minimum of 4 years' experience following the completion of their trade tests	4		
		2 X Electricians, the principal member with minimum of 3 years' experience following the completion of their trade tests	3		
		2 X Electricians, the principal member with minimum of 2 years' experience following the completion of their trade tests	2		



		2 X Electricians, the principal member with less than 2 years' experience following the completion of their trade tests	1		
No.	Objective Criteria – Tender Rating Matrix		Tender Rating (score 1-5) A	Weight B	Tender Score (%) = (AxB)/3
4	Bank Rating	Bank rating certificate issued by the bank with an original bank stamp – A grading	5	20	
		Bank rating certificate issued by the bank with an original bank stamp – B grading	4		
		Bank rating certificate issued by the bank with an original bank stamp – C grading	3		
		Bank rating certificate issued by the bank with an original bank stamp – D grading	2		
		Bank rating certificate issued by the bank with an original bank stamp – E grading	1		
TOTAL				100	

Minimum threshold of 70%, however if not attained a second threshold of 60% will be applied.



SELECTION CRITERIA: 80/20

Specific Goals

Table 3: Ownership & Locality

Specific Goals Allocated Points in terms of this tender	Specific Goals Ownership and Locality	Number of Points Allocated 80/20 – To be completed by Organ of State	Number of Points Claimed 80/20 To be completed by Tenderer
Ownership	51% or More Owned by Black People	10	
Locality	Within North West	7	
	Outside the North West Province	3	
Max Points		20	

Ownership will be verified through the Central Supplies Database by National Treasure and CIPC documentation. In case of J, the leading partner documentation will be taken into consideration.

Locality- as proof attach the following:

- A municipal rates invoices in the name of the company submitting the bid that has been issued within the last three months or
- An affidavit or equivalent from an authorized traditional leaders or local councillor in regions where municipal rates invoices are not available, showing the township name and ERF number or physical address or
- Signed lease with a property owner located in that municipality/township (NWPT may request a recent statement from the landlord):

NB. Non - compliance on any of the above - mentioned items will result in bidders forfeiting preference points



Part T2: Returnable documents

T2.1. List of Returnable Documents

The tenderer must complete the following returnable schedules as relevant:

- PART A INVITATION TO BID SBD 1**
- FORM A1 CERTIFICATE OF AUTHORITY FOR SIGNATORY**
- FORM A2 SBD4 BIDDER'S DISCLOSURE**
- FORM A3 SBD 6.1 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE
PREFERENTIAL PROCUREMENT REGULATIONS 2022**
- FORM A4: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS**
- FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS**
- FORM A6: CERTIFICATE OF REGISTRATION WITH CIDB**



PART A INVITATION TO BID SBD1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PWR 227/23	CLOSING DATE:	29 February 2024	CLOSING TIME:	11H00
DESCRIPTION	Maintenance, testing and replacement of HVAC equipment for prestige properties on an "as and when" required basis for period of 36 months				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Ngaka Modiri Molema Road					
Provincial Head Office					
Mmabatho					
2735					
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					
	TCS PIN:		OR	CSD No:	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER		DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	DPWR SCM		CONTACT PERSON	Omphile Diale	
CONTACT PERSON	Johanna Hart		TELEPHONE NUMBER	0183883017	
TELEPHONE NUMBER	018 388 4476		FACSIMILE NUMBER	0183883298	
FACSIMILE NUMBER			E-MAIL ADDRESS	odiale@nwpg.gov.za	
E-MAIL ADDRESS	JHart@nwpg.gov.za				



**PART B
TERMS AND CONDITIONS FOR BIDDING**

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES).</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>
<p>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</p> <p>3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/></p> <p>YES <input type="checkbox"/> NO</p> <p>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO</p> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>



**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.
FORM A1: CERTIFICATE OF AUTHORITY FOR SIGNATORY**

Notes to tenderer:

1. The signatory for the tenderer shall confirm his/her authority thereto by attaching on the tendering company's letterhead a duly signed and dated copy of the relevant resolution of the board of directors/partners.
2. In the event that the tenderer is a joint venture, a certificate is required from each member of the joint venture clearly setting out:
 - authority for signatory,
 - undertaking to formally enter into a joint venture contract should an award be made to the joint venture,
 - name of designated lead member of the intended joint venture, as required by tender condition F.2.13.4.
3. The resolution below is given as an example of an acceptable format for authorisation, but submission of this page with the example completed shall not be accepted as authorisation of the tenderer's signatory.

By resolution of the board of directors passed at a meeting held on

Mr/Ms ,
whose signature appears below, has been duly authorised to sign all documents in connection with the tender for: *PWR 227/23 - Maintenance, testing and replacement of heating, ventilation and air conditioning equipment for prestige properties on an "as and when" required basis for period of 36 months*; and any contract which may arise therefrom on behalf of **(enter name of tenderer in block capitals)**

.....

SIGNED ON BEHALF OF THE COMPANY:

.....

IN HIS/HER CAPACITY AS:

DATE:

SIGNATURE OF SIGNATORY:

WITNESS:

SIGNATURE

SIGNATURE

.....
NAME (PRINT)

.....
NAME (PRINT)



FORM A2: 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.

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:

.....
.....

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.



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 or not 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 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.

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.



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



FORM A3: 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, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**

(delete whichever is not applicable for this tender).

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

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

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

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:



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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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



80/20 or 90/10

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

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

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:

80/20 or 90/10

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

Where

- P_s = Points scored for price of tender under consideration
- P_t = 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 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 (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
OWNERSHIP Enterprise owned 51% or more by Black people	10	
LOCALITY Located within NORTH WEST PROVINCE	7	
LOCALITY Located outside NORTH WEST PROVINCE	3	
Total	20	

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	:



FORM A4: SCHEDULE OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF THE TENDERER:



FORM A5: TAX CLEARANCE CERTIFICATE REQUIREMENTS SBD 2

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

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



FORM A6: CERTIFICATE OF REGISTRATION WITH CIDB

The tenderer shall provide a printed copy of the Active Contractor’s Listing off the CIDB website. (www.cidb.org.za). In the case of a Joint Venture, a printed copy of the Active Contractor’s Listing must be provided for each member of the Joint Venture.

Name of Contractor:

Contractor Grading Designation:

CIDB Contractor Registration Number:

SIGNED ON BEHALF OF THE TENDERER:



Part C1: Agreement and Contract Data

C1.1. Contract Data

The contract for this project will be based on a standard form of contract, which will be provided to the successful bidder. The specific form of contract will be:

- National Treasury, General Conditions of Contract
- Tender document

Bidders should familiarize themselves with the terms and conditions of the contract before submitting their bids.



Part C2: Pricing Data

C2.1. Pricing Instructions

This Schedule of Prices must be read in conjunction with the tables below of the Bill of Quantities and all the other documents comprising the contract documents. For the purposes of this schedule of prices, the following words shall have the meanings hereby assigned to them.

- **BTU:** This represents the air conditioner's power rating in British thermal unit. It's a measure of the air conditioner's capacity to provide both active (kW) power.
- **Make:** This column indicates the manufacturer or brand of the generator.
- **Serial Number:** This column lists the unique identification number assigned to the specific generator unit.
- **Fixed Monthly Fee:** This is a predetermined, fixed fee that the DPWR will pay each month for routine maintenance and services. It covers basic maintenance costs regardless of the actual service requirements.
- **Annual Rate (A):** This is the annual cost of routine maintenance and service, calculated by multiplying the fixed monthly fee by 12 months. It represents the total annual expenditure for maintaining the generator.
- **Minor Service Quarter 1 (B):** This represents the cost of a minor maintenance service performed quarterly during the first quarter of the year. Minor services are routine check-ups and maintenance tasks to ensure the generator is in good working condition.
- **Minor Service Quarter 2 (C):** Similar to the previous column, this represents the cost of a minor maintenance service performed quarterly during the second quarter of the year.
- **Minor Service Quarter 3 (D):** This represents the cost of a minor maintenance service performed quarterly during the third quarter of the year.
- **Major Service (E):** This is the cost of a major maintenance service, typically performed once a year. Major services are more comprehensive and involve extensive maintenance, repairs, and testing to ensure the generator's reliability.



- **Annual Total (A+B+C+D+E):** This column provides the sum of all the annual costs, including the fixed monthly fee and the costs of quarterly minor services and the annual major service. It represents the total annual budget for maintaining the generator.
- **SUB TOTAL HVAC routine maintenance:** This summarizes the costs associated with HVAC costing table.
- **Total Cost INCL. VAT (YEAR 1):** This represents the total cost for the project or procurement, including value-added tax (VAT), for the first year of the project. It takes into account all costs related to generators and power transformers.
- **Total Percentage mark-up Cost INCL. VAT (YEAR 2):** Similar to the previous, this represents the total percentage mark-up, including VAT, for the second year of the project.
- **Total Percentage mark-up INCL. VAT (YEAR 3):** This represents the total percentage mark-up, including VAT, for the third year of the project.
- **GRAND TOTAL:** This is the grand total cost for the entire project or procurement, including VAT, over three years. It sums up the costs for each year, providing a comprehensive budget for the entire project.



C2.2. Activity Schedule/ Bill of Quantities

Equipment Type	Quantity	Rate	Routine Maintenance Repairs & Tests		Quarterly Service costs			Annual Service
			Fixed Monthly Fee	Annual rate (A)	Minor Service Quarter 1 (B)	Minor Service Quarter 2 (C)	Minor Service Quarter 3 (D)	
Console unit	51							
Split unit	720							
Floor-standing unit	3							
Self-package unit	6							
Multi split unit (VRV)	105							
Portable/Mobile unit	5							
Air cooler	5							
Heat pump unit	7							
Extractor fan	30							
Double door side by side refrigerator	1							
Double door top/bottom refrigerator	40							
French door refrigerator	-							
Under counter refrigerator	25							
Chest/upright freezer	16							
SUB TOTAL HVAC ROUTINE MAINTENANCE								

Heating, Ventilation and Air condition

TOTAL (SUB TOTAL HVAC ROUTINE MAINTENANCE - EXCL VAT	
TOTAL COST INCL. VAT (YEAR 1)	
TOTAL PERCENTAGE MARK-UP INCL. VAT (YEAR 2) FROM GRAND TOTAL	
TOTAL PERCENTAGE MARK-UP INCL. VAT (YEAR 3) FROM YEAR 2 MARK-UP	
GRAND TOTAL	

Hourly & Daily Rates

	BUSINESS HOURS	AFTER HOURS	PUBLIC HOLIDAY/SUNDAY
Skill Description	Hourly Rate	Hourly Rate	Hourly Rate
Technician			
Skilled Labour			
Semi-Skilled Labour			
Unskilled Labour			

Material and Replacement units Markup

Markup Ranges	Markup Percentage
R0 - R50K	
R50K - R100K	
R100K - R200K	
Above R200K	

Equipment & Tools Markup

Markup Ranges	Markup Percentage
R0 - R50K	
R50K - R100K	
R100K - R200K	
Above R200K	

Travelling Expenses for Call Outs

Description	Rate per KM
Travelling expense for call outs >50KM	



Part C3: Scope of Work

C3.1. Scope of Work

The scope of work for the project involves the provision of preventative maintenance services to HVAC equipment at Prestige properties over a 36-month period, as required. The prospective service provider will respond promptly to reports of faulty equipment in specific areas and conduct necessary repair work upon departmental authorization. The services include:

- **Maintenance, Repair, and Testing of HVAC :**
 - Addressing and rectifying faults and malfunctions in HVAC equipment.
 - Performing routine maintenance to ensure optimal performance and reliability.
 - Conducting comprehensive testing to verify the operational integrity of air conditioners and refrigerators.

- **Replacement of Equipment:**
 - Evaluating the need for and executing replacements of HVAC equipment, when necessary.

- **Certificate of Compliance:**
 - Issuing a Certificate of Compliance for each job card where applicable to demonstrate adherence to maintenance and safety standards.

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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
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17. Prices
18. Contract amendments
19. Assignment
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21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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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

General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

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

28. Limitation of Liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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