



BORDER MANAGEMENT AUTHORITY (BMA)

H004L2609OTH00127

REQUEST FOR EXPRESSION OF INTEREST FOR CIDB GRADE 1 UP TO 5 CONTRACTORS OR HIGHER FOR MAINTENANCE, REPAIRS, REPLACEMENT AND FACILITY MANAGEMENT ON BEHALF OF THE BORDER MANAGEMENT AUTHORITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR ANOTHER 24 MONTHS.

E1.1 Notice and Invitation to submit an Expression of Interest

Border Management Authority invites expressions of interest for maintenance, repairs, replacement and facility management CIDB grade 1 to 5 or higher for 36 months

Respondents must have a contractor grading designation of 1 to 5 or higher.

Respondents must have a contractor grading designation of 1 to 5 or higher or potentially emerging enterprises who satisfy criteria stated in the Submission Data may submit expressions of interest.

Only respondents who CIDB registered grade 1 to 5 or higher are eligible to have their submissions evaluated.

The collection of tender documents is online.

Queries relating to the issue of these documents may be addressed to suppliers.enquiries@bma.gov.za



BORDER MANAGEMENT AUTHORITY (BMA)

H004L2609OTH0012

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CALL FOR EXPRESSION OF INTEREST

DECEMBER 2025

Issued by:

BORDER MANAGEMENT AUTHORITY
67 KORRANA AVENUE
DOORINGKLOOF
CENTURION

Contact:

Name: Avhasei Tshirangwana

Email: Avhasei.Tshirangwana@bma.gov.za

NAME OF RESPONDENT:

CIDB NUMBER OF THE RESPONDENT _____

CSD NUMBER OF THE RESPONDENT _____



BORDER MANAGEMENT AUTHORITY (BMA)

H004L2609OTH0012

**REQUEST FOR EXPRESSION OF INTEREST
FOR CIDB GRADE 1 UP TO 5 CONTRACTORS
OR HIGHER FOR MAINTENANCE, REPAIRS,
REPLACEMENT AND FACILITY MANAGEMENT
ON BEHALF OF THE BORDER MANAGEMENT
AUTHORITY ON AN AS AND WHEN REQUIRED
BASIS FOR A PERIOD OF 36 MONTHS WITH AN
OPTION TO EXTEND FOR ANOTHER 24
MONTHS.**

E1.2 Submission Data

The conditions applicable to this call for expressions of interest of tender are the Standard Conditions for the calling for Expressions of Interest as contained in Annex H of the CIDB Standard for Uniformity in Construction Procurement (January 2009) as published in Government Gazette No 31823, Board Notice 12 of 2009 of 30 January 2009. (See www.cidb.org.za).

The Standard Conditions for the calling for Expressions of Interest make several references to the Submission Data for details that apply specifically to this submission. The Submission Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions for the calling for Expressions of Interest.

Each item of data given below is cross-referenced to the clause in the Standard Conditions for the calling for Expressions of Interest.

Clause number	Submission Data
H.1	The Employer is Border Management Authority
H.1.2	The documents associated with the calling for expressions of interest issued by the employer comprise:

	<p>Part E.1: Submission procedures</p> <p>E.1.1 Invitation and notice for submissions of expressions of interest</p> <p>E.1.2 Submission data</p> <p>Part E.2: Returnable documents</p> <p>E.2.1 List of returnable documents</p> <p>E.2.2 Submission schedules</p> <p>Part E.3 Indicative scope of work</p> <p>E.3 Indicative scope of work</p>
H.1.4	<p>The employer's agent is:</p> <p>Name: Border Management Authority</p> <p>Address: 67 Koronna Avenue Dooringkloof Centurion</p> <p>E-mail: suppliers.enquiries@bma.gov.za</p>
H.2.1	<p>Only those respondents who satisfy the following eligibility criteria are eligible to submit expressions of interest:</p> <p>1) As per administrate and mandatory requirement</p>
H.2.1	<p>Only those respondents who are registered with the Construction Industry Development Board or are capable of being so registered within 21 working days from the closing date for submission of tenders, in a contractor grading designation of 1 to 5 or higher, are eligible to have their submissions evaluated.</p> <p>Joint ventures are eligible to have their submissions evaluated provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for tenders. the lead partner has a contractor grading designation in all class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.
H.2.1	<p>The following respondents who are registered with the CIDB, or are capable of being so registered not later than 21 working days from the closing date for the submission of tenders, are eligible to have their submissions evaluated:</p> <ol style="list-style-type: none"> those respondents who are registered with the Construction Industry Development Board, or are capable of being so registered within 21 working days from the closing date for submission of tenders, in a contractor grading designation of 1 to 5 or higher; and contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ol style="list-style-type: none"> the employer is satisfied that such a contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and the employer agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract. <p>Joint ventures are eligible to have their submissions evaluated provided that:</p> <ol style="list-style-type: none"> every member of the joint venture is registered with the CIDB not later than 21 working days from the closing date for tenders. the lead partner has a contractor grading designation in all class of construction work; and the combined contractor grading designation calculated in accordance with the Construction Industry Development Regulations is equal to or higher than the required contractor grading designation.
H.2.5	<p>There are no compulsory clarification meetings.</p>
H.2.5	<p>The arrangements for a compulsory clarification meeting are as stated in the Notice and Invitation to Submit an Expression of Interest.</p> <p>Respondents must sign the attendance list in the name of the responding entity. Addenda will be issued to and submissions will be received only from those responding entities appearing on the attendance list.</p>

H.2.7	The employer's address for delivery of submissions and identification details to be shown on each submission package are: Location of tender box: N/A Physical address: N/A Identification details: N/A
H.2.9	The closing time for submissions is as stated in the Notice and Invitation to Submit an Expression of Interest.
H.2.9	Telephonic, telegraphic, telex, facsimile or e-mailed submissions offers will not be accepted.
H.3.3	Late submissions will not be accepted
H.3.9	The procedure for evaluation of responsive submissions is: Administrative and Mandatory compliance
H.3.9	All respondents who submit responsive submissions and: 1) a) Tax Pin document b) are registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect. e) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and f) are registered and in good standing with the compensation fund or with a licensed compensation insurer; and 2) in the opinion of the Employer can as necessary demonstrate that they possess the necessary professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel to perform the contract; will be invited to submit tender offers.
H.3.9	All respondents who submit responsive submissions and: a) Tax Pin document b) are registered with the Construction Industry Development Board in an appropriate contractor grading designation. c) do not have any of their directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector. d) have not abused the Employer's Supply Chain Management System or have failed to perform on any previous contract and have been given a written notice to this effect; e) have completed the Compulsory Enterprise Questionnaire and who are considered by the Employer not to have any conflicts of interest which may impact on their ability to perform the proposed contract in the best interests of the Employer or potentially compromise the tender process and are free of persons in the state who are not permitted to submit tenders or to participate in the contract; and f) are registered and in good standing with the compensation fund or with a licensed compensation insurer.



BORDER MANAGEMENT AUTHORITY (BMA)

HOOLH004L2609OTH0012

REQUEST FOR EXPRESSION OF INTEREST FOR CIDB GRADE 1 UP TO 5 CONTRACTORS OR HIGHER FOR MAINTENANCE, REPAIRS, REPLACEMENT AND FACILITY MANAGEMENT ON BEHALF OF THE BORDER MANAGEMENT AUTHORITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR ANOTHER 24 MONTHS.

E.2.1 List of returnable documents

ADMINISTRATIVE REQUIREMENTS

NO	DESCRIPTION
1	Authority to Sign this Bid for companies that has more than one director
2	SBD1: Invitation to bid.
3	SBD 4: Declaration of Interest

The Bidders who complied with the eligibility and administrative criteria in stage 1A are considered for further evaluation on their capability to execute the project.

Table 2: LIST OF MANDATORY RETURNABLE DOCUMENTS

PHASE 2 – MANDATORY REQUIREMENTS	DESCRIPTIONS	TICK YES OR NO
1. Attach a copy of NQF Level 6 and above qualification on engineering diploma or degree or project management or any relevant qualification in facility management.	For the owner/s of the company or company directors as listed on CSD report	
2. Confirmation of CIDB registration	Fill in CIDB Number . BMA will confirm the registration status using the number provided. Ensure your account remain active, if found not active the company will be disqualified. All the classes that are inactive will not be considered.	
3. For grade 1 to 5 and above NB: please select your CIDB Classes as per your registration and active classes. Please indicate by YES on the one you're selecting and NO on the one not selecting. Leaving blanks will disqualify your bid.	GB - General Building CE - Civil Engineering ME - Mechanical Engineering EB - Electrical Engineering (Building) EP - Electrical Engineering (Infrastructure) SW - Steel Security Fencing or Burglar Proofing SH - Specialised Works: Building SF - Fire Prevention & Protection Systems SK - Landscaping, Irrigation and Horticulture SL - Timber Building and Structures SM - Waterproofing, Roofing and Glazing SN - Water Supply and Drainage SO - Building Excavations, Earthworks SQ - Access Control, Lifts and Escalators SE - Demolition SC - Corrosion Protection SG - Glazing SI - Interior and Shopfitting SN - Plumbing and Drainage SS - Structures ST - Structural Steelwork SU - Ceilings, Partitions & Drywalling SY - Road Markings SZ - Other (Specialised) WM – Waste Management VC – Vector Control CS – Cleaning Services SZ - Other (Specialised)	
4. Valid COIDA/FEM/RMA certificates (Attach valid certificate or valid letter of good standing)	Attach the following certificates: ✓ COIDA ✓ FEM ✓ RMA	
Contractors to indicate by ticking preferred BMA regions to operate.	National - contractor available to provide service across the country.	

<p>Please indicate by YES on the one you're selecting and NO on the one not selecting.</p> <p>1. Leaving blanks will disqualify your bid.</p>	Northern Region - (Refer to section C3.1.5 below for all sites under Northern Region)	
	Eastern Region - (Refer to section C3.1.5 below for all sites under Eastern Region)	
	Central Region - (Refer to section C3.1.5 below for all sites under Central Region)	
	Southern Region - (Refer to section C3.1.5 below for all sites under Southern Region)	

E3: Indicative scope of work

SCOPE OF WORK AND DISCIPLINES REQUIREMENTS STATUS

In the event of any discrepancy between the Scope of Works and a part or parts of the SABS 1190 Standardized Specifications, the Bill of Quantities or the Drawings, the Project Specifications shall take precedence and prevail in the Contract.

E3.1 DESCRIPTION OF THE WORKS

E3.1.1. SCOPE AND CLASS OF WORK AS PER CIDB SPECIFICATIONS:

- a) **GB** - General Building
- b) **CE** - Civil Engineering
- c) **EB** - Electrical Engineering Works – Building
- d) **EP** - Electrical Engineering Works – Infrastructure
- e) **ME** - Mechanical Engineering
- f) **SB** - Asphalt works (supply and lay)
- g) **SC** - Building excavations, shaft sinking, lateral earth support
- h) **SD** - Corrosion protection (cathodic, anodic, and electrolytic)
- i) **SE** - Demolition and blasting
- j) **SF** - Fire prevention and protection systems
- k) **SG** - Glazing, curtain walls and shop fronts
- l) **SH** - Landscaping, irrigation and horticulture works
- m) **SI** - Lifts, escalators and travellers (installation, commissioning and maintenance)
- n) **SJ** - Piling and specialised foundations for buildings and structures
- o) **SK** - Road markings and signage
- p) **SL** - Structural steelwork fabrication and erection
- q) **SM** - Timber buildings and structures
- r) **SN** - Waterproofing of basements, roofs and walls using specialist systems
- s) **SO** - Water supply and drainage for buildings (wet services, plumbing) and
- t) **SQ** - Steel security fencing or precast concrete
- u) **WM** – Waste management, and
- v) **VC** – Vector Control and Cleaning Services
 - I. Gardening Services and Maintenance
 - II. Tree Pruning and Tree Felling
 - III. De-bushing
 - IV. Borehole Installation and Maintenance
 - V. Portable Water Supply
 - VI. Collection and Disposal of Pharmaceutical Waste and Health Care Risk Waste

E3.1.2 OBJECTIVES

- i. The Border Management Authority (BMA) objective in entering framework contracts for social infrastructure building projects, the construction of new buildings or new structure, refurbishment

and upgrades of buildings including repairs and maintenance of building facilities over a three-year term, on an as and when instructed basis of behalf of the client departments. These contractors shall be available with the necessary experience and capacity to serve the Employer's (BMA) urgent needs and requirements whenever such works are required.

ii. The Employer's objectives are to deliver the social public infrastructure using labour-intensive methods. Labor-intensive works comprise the activities described in SANS 1921-5 Earthworks activities which are to be performed by hand/Labor Intensive Specifications and its associated specifications data. Such works shall be constructed by local workers who are temporarily employed in terms of this scope of works.

iii. Bidders must note that certain works under this contract may only be constructed using labour-based construction methods and must limit the utilization of their permanently employed personnel to Key Personnel and other personnel must be recruited locally. With the understanding that labourers will be sourced from the area in which the project is executed.

iv. It is the intention of BMA to evaluate and award this bid to more than one bidder per CIDB Category.

v. Bidders MUST bid in the CIDB category for which they qualify and must submit the whole original bid document as issued by BMA. Bidders have the option to bid in ONE additional category below their CIDB grading. BMA reserves the right to consider bidders for appointment in a category below their CIDB grading. Failure to meet this requirement for no more than 2 (two) bid pricings will result in the bidder being considered only in the category for which they qualify in terms of the CIDB grading and bid conditions.

E3.1.3 OVERVIEW OF THE WORKS

The Maintenance, Repairs, Upgrade, Replacement and Facility Management on behalf of the BMA, on an as and when required basis for a period of for 36 months.

E3.1.4 EXTENT OF WORKS

More than one contractor per each category will be appointed, the work will be allocated to contractors on an equal basis but still taking into consideration the magnitude of the projects, those that will not be performing will be given work according to their performance.

The Contractor is required to construct new buildings or structure, and refurbish buildings and facilities, including the electrical and mechanical works and external civil works (and or overall building maintenance works) for BMA ports of entry and or offices on an as an when required basis. The client will endeavour to group the works together where possible.

The total estimated duration of the CONTRACT period for this project is from date of award for 36 months frame per project will be finalized upon appointment of the contractor.

The client reserves the right, by giving written notice to the Contractor, to stop the progress of a particular project/stage at any time. Should the client exercise this right, the client will pay the Contractor for work done and expenses incurred only up to the time that the notice was given.

E3.1.5 LOCATION OF THE WORKS

Regions where services are required are as follows:

BORDER MANAGEMENT FOUR REGIONS AND HEAD OFFICE			
REGION: NORTHERN REGION			
NO	PORT NAME	PROVINCE	NEAREST TOWN
1	Beitbridge	Limpopo	Musina
2	Pafuri	Limpopo	Malamulele
3	Giriyondo	Limpopo	Phalaborwa
4	Zanzibar	Limpopo	Alldays
5	Platjan	Limpopo	Alldays
6	Groblersbridge	Limpopo	Lephalale
7	Stockpoort	Limpopo	Lephalale
8	Pontdrift	Limpopo	Alldays
9	Gateway Airport	Limpopo	Polokwane
10	Kopfontein	North West	Zeerust
11	Derdepoort	North West	Zeerust
12	Skilpadshak	North West	Zeerust
13	Swartkopfontein	North West	Zeerust
14	Makopong	North West	Tosca
15	Bray	North West	Tosca
16	Ramatlabama	North West	Mahikeng
17	Makgobistad	North West	Mahikeng
18	Tshidilamolomo Community Crossing	North West	Mahikeng
19	Pilanesburg	North West	Sun City
REGION: EASTERN REGION			
NO	PORT NAME	PROVINCE	NEAREST TOWN
1	Lebombo	Mpumalanga	Komartipoort
2	Mananga	Mpumalanga	Komartipoort
3	Jeppes Reef	Mpumalanga	Malelane
4	Josefsdal	Mpumalanga	Mbombela
5	Oshoek	Mpumalanga	Ermelo
6	Waverley	Mpumalanga	Ermelo
7	Nerston	Mpumalanga	Armstadam
8	Emahlathini	Mpumalanga	Piet Retief
9	Bothashoop	Mpumalanga	Piet Retief
10	Mahamba	Mpumalanga	Piet Retief
11	Kruger Mpumalanga Airport	Mpumalanga	Mbombela

12	Durban Harbour	KZN	Durban
13	Richards Bay Harbour	KZN	Richards Bay
14	King Shaka Airport	KZN	Durban
15	Sani pass	KZN	Underberg
16	Boesmansknek	KZN	Underberg
17	Kosi Bay	KZN	Manguzi
18	Onverwacht	KZN	Pongola
19	Golela	KZN	Pongola
REGION: CENTRAL REGION			
NO	PORT NAME	PROVINCE	NEAREST TOWN
1	OR Tambo Airport (Airport terminals, Quarantine, Cargo, Agent building & K9)	Gauteng	Kempton Park
2	Lanseria Airport	Gauteng	Lanseria
3	Waterkloof Airforce Base	Gauteng	Centurion
4	City Deep	Gauteng	Johannesburg
5	Maseru Bridge	Free State	Ladybrand
6	Makhaleng Bridge	Free State	Zastron
7	Sepapushak	Free State	Zastron
8	Vanrooyenshek	Free State	Wepener
9	Peka Bridge	Free State	Clocolan
10	Ficksburg Bridge	Free State	Ficksburg
11	Caledonspoor	Free State	Fouriesburg
12	Monontsha pass	Free State	Puthadithjaba
13	Braamfischer Airport	Free State	Bloemfontein
14	BMA HEAD OFFICE	Gauteng	PRETORIA
REGION: SOUTHERN REGION			
NO	PORT NAME	PROVINCE	NEAREST TOWN
1	Cape Town Harbour	Western Cape	Cape Town
2	Saldanha Bay	Western Cape	Saldanha Bay
3	Cape Town Airport	Western Cape	Cape Town
4	Mossel Bay	Western Cape	Mossel Bay
5	Port Elizabeth Harbour	Eastern Cape	Gqeberha
6	Port of Ngqura	Eastern Cape	Gqeberha
7	Port Elizabeth Airport	Eastern Cape	Gqeberha
8	East London Harbour	Eastern Cape	East London
9	Qachas Nek	Eastern Cape	Matatiele
10	Ramatsiliso	Eastern Cape	Matatiele
11	Ongelusknek	Eastern Cape	Matatiele
12	Tele Bridge	Eastern Cape	Sterkspruit
13	Sendilingsdrift	Northern Cape	Port Nolloth

14	Alexander Bay	Northern Cape	Port Nolloth
15	Vioolsdrift	Northern Cape	Springbok
16	Onseepkans	Northern Cape	Poffader
17	Upington Airport	Northern Cape	Upington
18	Nakop	Northern Cape	Upington
19	Rietfontein	Northern Cape	Upington
20	Gemsbok	Northern Cape	Upington
21	Tweerevieren	Northern Cape	Upington
22	Mc Carthysrust	Northern Cape	Kruman
23	Middelputs	Northern Cape	Kruman

**SBD 1
PART A
INVITATION TO EXPRESS INTEREST**

YOU ARE HEREBY INVITED TO EXPRESS INTEREST FOR REQUIREMENTS OF THE (Border Management Authority)					
BID NUMBER:	H004L2609OTH00127	CLOSING DATE:	18 FEBRUARY 2026	CLOSING TIME:	11H00
DESCRIPTION	REQUEST FOR EXPRESSION OF INTEREST FOR CIDB GRADE 1 UP TO 5 CONTRACTORS OR HIGHER FOR MAINTENANCE, REPAIRS, REPLACEMENT AND FACILITY MANAGEMENT ON BEHALF OF THE BORDER MANAGEMENT AUTHORITY ON AN AS AND WHEN REQUIRED BASIS FOR A PERIOD OF 36 MONTHS WITH AN OPTION TO EXTEND FOR ANOTHER 24 MONTHS.				
BID RESPONSE DOCUMENTS MUST BE SUBMITTED THROUGH:			e-submission		
SUBMISSION THROUGH ETENDER PORTAL (click e-submission)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON		CONTACT PERSON	Avhasei Tshirangwana		
TELEPHONE NUMBER		TELEPHONE NUMBER			
FACSIMILE NUMBER		FACSIMILE NUMBER			
E-MAIL ADDRESS	suppliers.enquiries@bma.gov.za (NO QOUTE SHOULD BE SENT TO THIS EMAIL EXCEPT ENQUIRES)		E-MAIL ADDRESS	Avhasei.Tshirangwana@bma.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE ENSURE YOU ATTACH PROOF	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO					
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

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, 2022. 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:.....

SPECIAL INSTRUCTIONS AND NOTICES TO BIDDERS REGARDING THE COMPLETION OF BIDDING FORMS

1. PLEASE NOTE THAT THIS BID IS SUBJECT TO TREASURY REGULATIONS 16A ISSUED IN TERMS OF THE PUBLIC FINANCE MANAGEMENT ACT, 1999.
2. Unless inconsistent with or expressly indicated otherwise by the context, the singular shall include the plural and visa versa and with words importing the masculine gender shall include the feminine and the neuter.
3. Under no circumstances whatsoever may the bid forms be retyped or redrafted. Photocopies of the original bid documentation may be used, but an original signature must appear on such photocopies.
4. The Respondent is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
5. Bids submitted must be complete in all respects.
6. The bidder is advised to check the number of pages and to satisfy himself that none are missing or duplicated.
7. Bids shall be lodged at the address indicated not later than the closing time specified for their receipt, and in accordance with the directives in the bid documents. (e-submission)
8. Each bid shall be addressed in accordance with the directives in the bid documents and shall be lodged in a separate sealed envelope, with the name and address of the bidder, the bid number and closing date indicated on the envelope. The envelope shall not contain documents relating to any bid other than that shown on the envelope. If this provision is not complied with, such bids may be rejected as being invalid. (e-submission)
9. All bids received in sealed envelopes with the relevant bid numbers on the envelopes are kept unopened in safe custody until the closing time of the bids. Where, however, a bid is received open, it shall be sealed. If it is received without a bid number on the envelope, it shall be opened, the bid number ascertained, the envelope sealed and the bid number written on the envelope. (e-submission)
10. A specific box or email address is provided for the receipt of bids, and no bid found in any other box or elsewhere subsequent to the closing date and time of bid will be considered.
11. No bid sent through the post will be considered if it is received after the closing date and time stipulated in the bid documentation, and proof of posting will not be accepted as proof of delivery.
12. No bid submitted by telefax, telegraphic or other means will be considered.
13. Bidding documents must not be included in packages containing samples. Such bids may be rejected as being invalid.
14. Any alteration made by the bidder must be initialled with an ink pen.
15. Use of correcting fluid is prohibited; bidder may be disqualified.
16. Bids will be opened in public as soon as practicable after the closing time of bid.
17. Where practical, prices are made public at the time of opening bids.
18. If it is desired to make more than one offer against any individual item, such offers should be given on a photocopy of the page in question. Clear indication thereof must be stated on the schedules attached.
19. For any incomplete form may results in disqualification or non-allocation of points.

RIGHTS TO ESTABLISH

- (a) Once the Panel is established, service providers will be rotated in a fair, equitable and transparent manner. Service providers can be rotated randomly or may be listed chronological or sequentially.
- (b) Once a Panel has been established, BMA may choose to expand the Panel by adding more service providers onto the Panel to accommodate new market entrants. To do this, a new bid process, with the same terms of reference, functionality and bid requirements as the initial bidding process, must be advertised.
- (c) Once a panel is established, the Panel is subject to Supply Chain Management process, via the Supply Chain Management Unit. Therefore, when goods and/or services are required, the End User will send a detailed scope of work to Supply Chain Management Unit for processing.
- (d) To ensure market related prices are provided by service providers on the Panel, BMA may reserve the right to ascertain the reasonableness of the prices by comparing market related prices for various goods and services. The prices submitted by service providers may be compared to the market related benchmarked prices. If BMA is of the view that the prices submitted by service providers are unreasonable then BMA may negotiate further with the bidder, in line with this SCM policy.
- (e) During the second stage, SCM will invite all service providers or stipulate the minimum number of service providers to be invited from the Panel, per transaction. If the bid process resulted to panel members that are less than three, meaning only two remained, allocation of work should be alternated, or the bid process can be restarted. If only one service provider remained during adjudication, the panel can be treated as a direct contract with just one service provider, or the bid process can be restarted.
- (f) Specific goals will be determined at the time of invitation of quotations/bid, as per the strategic objectives of the entity, at the time of invitation of the quotation/bid.
- (g) SCM can follow any of these processes to invite quotes from the panels.
 - Invite all bidders or the minimum of 3 is selected
 - Select on rotational basis
 - Awarded service provided may be eliminated from the next round of rotation.
 - Any other method within the threshold of Section 217 of the Constitution
- (h) Once the panel has been established, the procurement guidelines will be developed to detail the guidelines.

PRICE NEGOTIATION

- BMA reserves the right to negotiate with the shortlisted Respondents prior and/or post award. The terms and conditions for negotiations will be communicated to the shortlisted Respondents prior to invitation to negotiations. The negotiation terms

and conditions may include presentations and/or site visits. This phase is meant to ensure the conditions of bid and projects will be implementable for the achievement of the project objectives.

- BMA supports the spirit of economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background the BMA does not support any form of fronting.

REMUNERATION

- The service provider will be remunerated in South African Rands, on a fixed price (Inclusive of VAT) for the service rendered.
- Payment will be made within 30 days of receipt of the approved invoice according to an agreed payment schedule.
- Payment will be against the key deliverables as set out in section 4 above, provided professional-level quality standards have been met. Disputes as to what constitutes a reasonable standard will be referred to an agreed provider of arbitration services.
- Disbursements must not exceed 10% of the total amount paid to the service provider and will be paid only if original receipts are provided against a list of expenses that are agreed in advance of the costs being incurred.

RESOLUTION TO SIGN ON BEHALF OF COMPANY

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

.....

(legally correct full name and registration number, if applicable, of the Enterprise)

held at: (place) on.....(date)

RESOLVED that:

1

The Enterprise submits a Tender to BMA in respect of the following:

Tender	Reference	Description:
--------	-----------	--------------

.....

(Project description as per Tender Document)

2

*Mr/Mrs/Ms in *his/her capacity as:
(position)

And who will sign as follows: _____ (Signature)
 and is hereby, authorised to sign the Tender and all other documents and/or correspondence in connection with and relating to this bid, as well as to sign any Contract, and any and all documentation, resulting from the award of any project to the Enterprise mentioned above.

No	NAME	CAPACITY	SIGNATURE
1			
2			
3			
4			
5			

1. *Delete which is not applicable. 2. NB: This resolution must be signed by all the Directors / Members / Partners of the Tendering Enterprise. 3. Should the number of Directors /Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page

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 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

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.

- 2.2 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 or not they are bidding for this contract?

YES	
NO	

- 2.3.1 If so, furnish particulars: (please declare all companies under the directors' names on CSD, declare using MAAA numbers as listed on CSD)

.....

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

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.

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

Every question must be answered individually on this form, whether a relationship is present or not: Failure to do so will invalidate your tender/bid

GENERAL CONDITIONS OF CONTRACT**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 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

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

5. Use of contract documents and information; inspection.

- a. 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.

- b. 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.
- c. 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.
- d. 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:
 - 7.4 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
 - 7.5 a cashier's or certified cheque
- 7.6 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.

11.2 Upon appointment by the Head of Department the service provider will be required to have a Professional Indemnity insurance of a minimum cover of R160 million.

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 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 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 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:
- b. the name and address of the supplier and / or person restricted by the purchaser;
 - c. the date of commencement of the restriction
 - d. the period of restriction; and
 - e. the reasons for the restriction.
- 23.6.1 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 willful misconduct, and in the case of infringement pursuant to Clause 6;

- i. 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
- ii. 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.

Panel Procurement Guidelines

- (a) Once the Panel is established, service providers will be rotated in a fair, equitable and transparent manner. Service providers can be rotated randomly or may be listed chronological or sequentially.
- (b) Once a Panel has been established, BMA may choose to expand the Panel by adding more service providers onto the Panel to accommodate new market entrants. To do this, a new bid process, with the same terms of reference, functionality and bid requirements as the initial bidding process, will be advertised.
- (c) BMA must, however, reserve the right to expand the panel upon establishment. Any new entrants will be subjected to the remaining period of the initial panel.
- (d) Once a panel is established, the Panel is subject to Supply Chain Management process, via the Supply Chain Management Unit. Therefore, when goods and/or services are required, the End User will send a detailed scope of work to Supply Chain Management Unit for processing. End Users will not directly procure of a Panel without the Supply Chain Management process being observed.
- (e) To ensure market related prices are provided by service providers on the Panel, BMA may reserve the right to ascertain the reasonableness of the prices by comparing market related prices for various goods and services. The prices submitted by service providers may be compared to the market related benchmarked prices. If BMA is of the view that the prices submitted by service providers are unreasonable then BMA may negotiate further with the bidder, in line with this SCM policy.
- (f) SCM may invite all service providers or stipulate the minimum number of service providers to be invited from the Panel, per transaction. If the bid process resulted to panel members that are less than three, meaning only two remained, allocation of work may be alternated, or the bid process can be restarted. If only one service provider remained during adjudication, the panel can be treated as a direct contract with just one service provider, or the bid process can be restarted.
- (g) Specific goals will be determined at the time of invitation of quotations/bid, as per the strategic objectives of the entity, at the time of invitation of the quotation/bid.
- (h) SCM can follow any of these processes to invite quotes from the panels.
 - Invite all bidders or the minimum of 3 is selected
 - Select on rotational basis
 - Awarded service provided may be eliminated from the next round of rotation.
 - Any other method within the threshold of Section 217 of the Constitution