



SCMU5-24/25-0087(B)

INVITATION FOR EXPRESSION OF INTEREST TO CREATE A DATABASE OF CLEANING SERVICE PROVIDERS AS MAIN AND OR SUB- CONTRACTORS UNDER THE MAYIBUYE PROPERTY INCUBATOR PROGRAMME (MPIP) FOR A PERIOD OF THREE (3) YEARS IN THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

NAME OF COMPANY: _____

CLOSING DATE: 16 January 2025

CLOSING TIME: 11:00 AM

CSD NUMBER: _____

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE PUBLIC WORKS
QHASANA BUILDING
PRIVATE BAG X 0022
BHISHO

SCM RELATED ENQUIRIES

Email Address: Supply.chain@ecdpw.gov.za

Tel: 040 602 4000

(Please note it is recommended to use email for any enquiries)

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquiries: Mr. B Skade

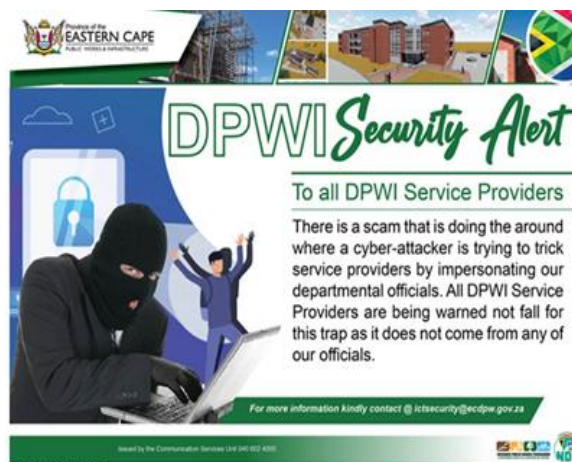
Tel No: 040 602 4301 / 4000

Email Address: Buzwe.Skade@ecdpw.gov.za

(Please note it is recommended to use email for any enquiries)

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 1701





DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE

INVITATION FOR EXPRESSION OF INTEREST TO CREATE A DATABASE OF CLEANING SERVICE PROVIDERS AS MAIN AND OR SUB- CONTRACTORS UNDER THE MAYIBUYE PROPERTY INCUBATOR PROGRAMME (MPIP) FOR A PERIOD OF THREE (3) YEARS IN THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Please note:

- a) This document must be completed by all applicants wishing to register as service providers in the above indicated DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE [DPWI] Database.

INDICATE (TICK) IN WHICH REGION(S) / DISTRICT(S) YOU RESIDE IN:

- | | |
|--|--------------------------|
| <input type="checkbox"/> Amathole / Buffalo City | <input type="checkbox"/> |
| <input type="checkbox"/> Joe Gqabi | <input type="checkbox"/> |
| <input type="checkbox"/> Chris Hani | <input type="checkbox"/> |
| <input type="checkbox"/> O.R. Tambo | <input type="checkbox"/> |
| <input type="checkbox"/> Alfred Nzo | <input type="checkbox"/> |
| <input type="checkbox"/> NMB / Sarah Baartman | <input type="checkbox"/> |

NB: ONLY one (01) regions/districts may be selected.



SBD1

**PART A
INVITATION TO BID**

| | | | | | | |
|---|--|--|---|--|--|--------------|
| YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORK & INFRASTRUCTURE | | | | | | |
| BID NUMBER: | SCMU5-24/25-0087(B) | | CLOSING DATE: | 16 January 2025 | CLOSING TIME: | 11H00 |
| DESCRIPTION | INVITATION FOR EXPRESSION OF INTEREST TO CREATE A DATABASE OF CLEANING SERVICE PROVIDERS AS MAIN AND OR SUB- CONTRACTORS UNDER THE MAYIBUYE PROPERTY INCUBATOR PROGRAMME (MPIP) FOR A PERIOD OF THREE (3) YEARS IN THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE | | | | | |
| BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS) | | | | | | |
| AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE, INDEPENDENCE AVENUE, GROUND FLOOR, QHASANA BUILDING, BISHO | | | | | | |
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO | | | TECHNICAL ENQUIRIES MAY BE DIRECTED TO: | | | |
| CONTACT PERSON | SCM | | CONTACT PERSON | Mr. B. Skade | | |
| TELEPHONE NUMBER | 040 602 4563 / 4000 | | TELEPHONE NUMBER | 040 602 4301 / 4000 | | |
| FACSIMILE NUMBER | N/A | | FACSIMILE NUMBER | | | |
| E-MAIL ADDRESS | supply.chain@ecdpc.gov.za | | E-MAIL ADDRESS | Buzwe.Skade@ecdpc.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 | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED? | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF] | | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED? | | <input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW] | |
| QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | | | | | | |
| IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <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, 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." |

SIGNATURE OF BIDDER:

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

DATE:



**TENDER NOTICE
SCMU5-24/25-0087(B)**

INVITATION FOR EXPRESSION OF INTEREST TO CREATE A DATABASE OF CLEANING SUB-CONTRACTORS UNDER THE MAYIBUYE PROPERTY INCUBATOR PROGRAMME (MPIP) FOR A PERIOD OF THREE (3) YEARS IN THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

Expression of interest documents can be downloaded from National Treasury's eTender Portal: <https://www.etenders.gov.za/> and or from the Eastern Cape Department of Public Works and Infrastructure website: www.ecdpw.gov.za/tenders from **08 November 2024**

There will be no briefing

Expression of Interest documents must be in a sealed envelope endorsed with the relevant expression of interest number, expression of interest description and the closing date, must be deposited in the applicant box of DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Regional offices or Head Office as specified in this document not later than **11H00** on the **16 January 2025**.

Service providers must ensure that expression of Interest documents submitted via courier services are deposited by the courier service in the Departmental applicant box prior to the closing date and that it is not delivered to Departmental officials. The Department will not accept responsibility if applicants received by officials are not timely deposited in the applicant box.

It is the responsibility of the respondents to ensure that expression of interest documents are submitted on or before closing time and the correct location as the department will not take responsibility of wrong delivery. Respondents using courier services for delivery of their expression of interest document must ensure the delivery is at the correct place / location and time as the department will not be held responsible for wrong delivery. The documents must **NOT** be delivered to Departmental officials.

A. EXPRESSION OF INTEREST EVALUATION CRITERIA

This Expression of Interest documents will be evaluated in two (2) phases as follows:

- **Phase One:** Administrative Compliance
- **Phase Two:** Functionality

B. TENDER SUBMISSIONS:

Expression of interest documents must be submitted in a sealed envelope endorsed with the relevant bid number, bid description and the closing date, must be deposited in the bid box not later than **11h00**

C. PARTICIPATING OFFICE ADDRESSES AND CONTACT DETAILS

Tabulated below are details for the submission of completed expression of interest documents. Bidders can submit at any of these offices.

| REGIONS | PHYSICAL ADDRESS OF BID BOX WHERE COMPLETED DOCUMENTS CAN BE RETURNED | CONTACT PERSON FOR DIRECTIONS TO THE OFFICE |
|---------|---|---|
| | | |



| | | |
|--|---|---|
| HEAD OFFICE | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Public Works and Infrastructure, Qhasana Building, Ground Floor, BISHO | Enquires: supply.chain@ecdpw.gov.za Tel No: 040 602 4000/4563 |
| AMATHOLE & BUFFALO CITY | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Corner of Scholl and Amalinda Main Road Amalinda Block B Building- Reception Area East London | Mr. Dumisani Magwala dumisani.magwala@ecdpw.gov.za 043 7115798 |
| ALFRED NZO | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Block A, Corner Nkosi Senyukele Jojo and Ngqubusini Street, off Ntsizwa Street, Mount Ayliff | Mr. S. Mgcikeni Sithembile.Mgcikeni@ecdpw.gov.za 039 254 6844 |
| JOE GQABI | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Themba Nkojana Office Park 3102 N6 Road Aliwal North | Mr. Tieho Nyokana Tieho.Nyokana@ecdpw.gov.za 051 611 9800 |
| CHRIS HANI | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground Floor, Reception Area, Old CPA Building, Queenstown | Ms. N. Dokoda Nosiphe.Dokoda@ecdpw.gov.za 045 807 6606/15 |
| O.R. TAMBO | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE KD Matanzima Building, Ground Floor Foyer, Mthatha, 5099 | Ms. L. Mbaleni Lindiwe.Mbaleni@ecdpw.gov.za 047 505 2716 |
| SARAH BAARTMAN & NELSON MANDELA | DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Ground floor, Old Ford House Building 55 Albany and Westbourne Road Port Elizabeth | Ms. V. Mendu Viwe.Mendu@ecdpw.gov.za 041 390 9067 |

D. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES:

Email Address: Supply.chain@ecdpw.gov.za

Tel No: 040 602 4000

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquiries: Mr. B. Skade

Tel No: 040 602 4301 / 4000

Email Address: Buzwe.Skade@ecdpw.gov.za

Fraud, Complaints & Tender Abuse Hotline

0800 701 701 (toll free number)



THE FOLLOWING PARTICULARS MUST BE FURNISHED

| | |
|--|------------------------|
| Name of Applicant | |
| Name of Contractor/Company | |
| Postal Address | |
| Street Address | |
| Telephone Number | Code: Number: |
| Cell phone Number | |
| Facsimile Number | Code: Number: |
| CRS number (if applicable) | |
| CSD number | |
| Email address | |
| VAT Registration Number (If applicable) | |
| Specify the local Municipality | |

I HEREBY CERTIFY THAT THE INFORMATION FURNISHED ON THIS APPLICATION IS TRUE AND CORRECT.

| | |
|--|--|
| NAME OF AUTHORIZED SIGNATORY | |
| *AUTHORIZED SIGNATURE OF CONTRACTOR | |



TERMS OF REFERENCE

INVITATION FOR EXPRESSION OF INTEREST TO CREATE A DATABASE OF CLEANING SUB-CONTRACTORS UNDER THE MAYIBUYE PROPERTY INCUBATOR PROGRAMME (MPIP) FOR A PERIOD OF THREE (3) YEARS IN THE EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE

PURPOSE

The purpose of this expression of interest is to establish a database of private Cleaning service providers under the Mayibuye Property Incubator programme (MPIP) for a period of three (3) years in the eastern cape for Department of Public Works & Infrastructure.

BACKGROUND

In terms of the Accounting Officer's Guide, where goods, services or works of a technical / specialized nature are required on a recurring basis, a list of approved suppliers for the supply of the goods, services or works may be established. These lists should be established through the competitive bidding process.

The Mayibuye Property Incubator Programme (MPIP) is an initiative by the Eastern Cape Department of Public Works and Infrastructure (ECDPWI) to address the developmental challenges facing the Cleaning industry. The MPIP seeks to intervene and disrupt the status quo by introducing a number of management interventions that will redress the imbalances of the past and sustain businesses. The aim is to transform the Cleaning Industry Sector and create a pool of capable designated Cleaning Service Providers in the Eastern Cape.

The Eastern Cape Department of Public Works and Infrastructure therefore invites the identified Private Cleaning Service Providers to participate in the Mayibuye Property Incubator Programme (MPIP) in the Province. The programme will run for a duration of 3 years.

The aim is to develop Private Cleaning Sector through mentorship, on the job training (quotation/tenders) and other support to become sustainable and developed Private Cleaning Companies.

Additions or removals of service providers from database will be done through the Bid Adjudication Committee.

SCOPE OF WORKS

Cleaning services that includes the provision of cleaning services to areas such as offices, corridors, rest rooms, lifts, conference rooms, reception areas, stairwells, open areas, ablutions, etc. **Cleaning services are as follows:**

- a. **Floors (Porcelain tiles/ slate/ grano/ flotax/ epoxy and linoleum Sheet)**
 - Sweep the above-mentioned floor using broom, duster and damp mop with cleaning chemical and anti- bacteria.
 - Damp and wipe the floor with mop and anti- bacteria/ detergent.
 - Machine buff with floor polish (non- slip polish).
 - Scrub and strip using floor stripper.
- b. **Carpets**
 - Vacuum cleaning of all carpets
 - Washing of all carpets (ad hoc project)
 - Spot cleaning and washing of carpets with carpet shampoo



c. Dusting

- Dust all horizontal surfaces (low level)
- Dust all tables/ desks
- Dust all high ledges and fittings with twister dusters
- Dust all vertical surfaces (walls, cabinets, fridges, microwaves etc.)
- Dust all window ledges (high and low), window seals, door handles and door frames
- Dust telephones (both back and front)
- Dust cleaning of all office blinds

d. Waste Disposal

- Empty and clean all waste baskets and bins. Place the bin bags and waste at the designated disposal area for easy collection by municipality.
- Remove stains, disinfect all waste baskets and bins
- Walls and Paint work
- Clean and remove visible stains from the walls, skirting and partitions.
- Spot clean all low surfaces, glass walls/ panels, doors and light switches (finger marks, etc.)
- Spot clean all aluminum walls (low level)

e. Glass and Metal work

- Clean and polish all bright metal fittings
- Clean all glass partitioning/ panels
- Clean and shine lift doors and runner free of dust, grease, hand prints and spots

f. Ablution facilities (Bathrooms)

- Empty and clean all waste receptacles
- Clean and sanitize all bowls, basins and urinals
- Clean all mirrors
- Clean all metal fittings
- Spot clean walls, doors and partitions
- Filling of soap/ lotion dispensers, toilet roll dispensers and paper towel containers.
- Fill air freshener dispenser
- Damp mop and wipe floors
- Clean all toilet floors with disinfectant
- Disinfect urinals and toilets
- Taps, overflows, outlet, chain and plug are free from grease, scum, debris and deposits

g. Window Cleaning

- Clean and wash interior and exterior of all windows and panels free from dust, grease streaks, spots, splashes and marks.

h. Miscellaneous

- Polish all wooden furniture
- Vacuum cloth covered couches and chairs
- Clean directory boards
- Carpet Deep Cleaning
- Bathroom Deep Cleaning
- Deep clean office blinds
- Defrost and deep clean all fridges and microwaves (inside and outside)
- Wash up cups and glasses for all staff members and refill water jugs.

i. Outside Areas (Parking lot, pavement in front of the building)

- Pick up dirt, clean and sweep the parking lot and pavement



E. UTILIZATION OF DATABASE

Once the list of suppliers (database) has been approved, service providers will be approached by obtaining quotations from the database, irrespective of the R- Value of the requirement.

F. EVALUATION CRITERIA

Service provider's expression of interest document must meet the following minimum requirements and supporting documents must be submitted with the completed Expression of Interest document in a sealed envelope in the applicant box of DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE Regional offices or Head Office as specified in this document before the closing date and time. Failure to comply will automatically eliminate the response and will not be registered in the database:

PHASE ONE: Administrative Compliance

1. Expression of interest document (This Document must be submitted in its original format)
2. Expression of interest document which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Service providers must be a legal entity or partnership or cooperative or consortia
4. SBD4 must be duly completed and signed. Does the applicant 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 applying for this contract, such interest must be disclosed on question 2.3.1 of SBD 4
5. The following Annexure must be duly completed & signed:
5.1 Annexure A - Resolution to Sign must be duly completed & signed (if applicable)
6. Only Companies from Eastern Cape will be considered for the Cleaning Database (attach proof of address for the chosen Region – refer to Pg. 2)
7. Applicants must fully complete the application form.
8. Cleaning company must register with National Cleaning Contract Association (NCCA), Black Economic Empowerment Cleaning Association (BEECA) or Cleaning Association of South Africa (CASA) and must attach a certified copy of certification. Failing which the company will be eliminated.
9. Only applicants who are responsive on Phase One will be evaluated further for selection.



PHASE 2 FUNCTIONALITY

- The Selection criteria and maximum score in respect of each of the criteria are given hereunder.
- *The company scoring an average score below **70 points** will be considered as **DISQUALIFIED** from taking part in the programme.*
- *The company scoring an average of **70 points** and above will be evaluated further for Selection.*

PHASE 2 FUNCTIONALITY

CLEANING SERVICES

| Quality criteria | Maximum number of points |
|---------------------------------------|--------------------------|
| CLEANING SERVICES - EXPERIENCE | 40 |
| CLEANING SERVICES - RESOURCES | 60 |
| Maximum possible score | 100 |

FACILITIES MANAGEMENT – CLEANING SERVICES

| BID EVALUATION CRITERIA | TOTAL (MAX) POINTS |
|---|---|
| 1. CLEANING SERVICES COMPANY- (WORK EXPERIENCE) (40 POINTS) <u>Breakdown of Points:</u> <ul style="list-style-type: none"> • Cleaning company must have rendered cleaning services for at least a period of 2 months at private or public sector. As proof, attach a contactable reference confirming successful completion of the 2-month project. • Cleaning company must have rendered cleaning services for at least a period of 1 months at private or public sector. As proof, attach a contactable reference confirming successful completion of the 1-month project. • No experience of rendering cleaning services | TOTAL POINTS 40 40 20 0 |
| 2. <u>CLEANING SERVICES- (RESOURCES)</u> (60 POINTS) <u>Breakdown of Points:</u> <ul style="list-style-type: none"> • The cleaning company must have branded uniform for the workers. Attach a photo with company name on the uniform with the bid. • The cleaning company must at least have one company branded vehicle. Attach proof of company branded vehicles in a form of a photo with the bid. • The cleaning company must attach a photo of employees wearing branded protective gear operating any 2 of the company's cleaning equipment with the bid. • No resources as per above. | ADD POINTS 60 20 20 20 0 |



DEMOGRAPHICS TABLE

| (Company Ownership) | | Indicate Percentage of ownership (%) |
|--|--------------------------------------|--------------------------------------|
| Women: | | |
| | (a) Women Ownership | |
| Youth: | | |
| | (b) Youth Ownership | |
| People with Disability: - Attach a medical certificate as proof. | | |
| | (c) People with Disability Ownership | |
| Military Veterans: - Attach a letter from department of military as proof | | |
| | (d) Military veterans' ownership | |
| Corporative: - | | |
| | (e) Corporative Ownership | |

Signature of bidder _____

Date _____



ANNEXURE A

RESOLUTION FOR SIGNATORY

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form, or on company letter Head.

An example is given below:

“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

Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) .

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____



ANNEXURE B

**DETAILS OF TENDERERS NEAREST OFFICE OR ADDRESS TO DEPARTMENT OF
PUBLIC WORKS AND INFRASTRUCTURE EASTERN CAPE**

1. Physical address of tenderer:

1 Telephone No of nearest office: _____

3 Time period for which such office has been used by tenderer: _____

.....
SIGNATURE OF (ON BEHALF OF) TENDERER

.....
NAME IN CAPITALS

In the presence of:

1.

2.



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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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.

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.



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 ENHANCING COMPLIANCE, TRANSPARENCY AND ACCOUNTABILITY IN SUPPLY CHAIN MANAGEMENT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

Name of bidder



GENERAL CONDITIONS OF CONTRACT

TABLE OF CLAUSES

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



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 provider, 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 provider under the contract for the full and proper performance of his contractual obligations.
- 1.4 **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of the 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 provider 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 provider and not involving the provider’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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 “**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

4. Standards

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

5. Use of contract documents and information; inspection

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

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that 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 purchaser or an organization acting on behalf of the purchaser.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

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



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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

14. Spare parts

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:



- a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- b) 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 provider 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 provider 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 provider, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2** This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise.
- 15.3** The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4** Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5** If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. Payment

- 16.1** The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2** The provider 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 provider.
- 16.4** Payment will be made in Rand unless otherwise stipulated.

17. Prices

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



18. Increase/decrease of quantities

- 18.1** In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

- 21.1** The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1** Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.

- 22.2** If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.

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

- 22.4** Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.

- 22.4** 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 provider'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 provider.

23. Penalties

- 23.1** Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping And Counter-Vailing Duties And Rights

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.



- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 Notwithstanding any reference to mediation and / or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.
29. **Limitation of Liability**
- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.
30. **Governing Language**
- 30.1 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.
31. **Applicable Law**
- 31.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified.
32. **Notices**
- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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.
33. **TAXES AND DUTIES**
- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.



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

34. Transfer of Contracts

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

35. Amendment of Contracts

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



ANNEXURE C

FORM 1 TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonials only. Bidders may use their own formats.

Testimonial for *(name of bidder)* _____

For bid number _____

To be completed by client on behalf of the bidder

1. **Client name** _____

2. **Project description** *(completed contract)* _____

3. **Contract start date** _____

4. **Contract end date** _____

5. **Contract duration** _____

6. **Contract amount** _____

7. **Client contact number** _____

8. **Client physical address** _____

9. **Client e-mail address** _____

10. **Performance of the Client (Bidder)** _____

11. **Client signature** _____

12. **Date of testimonial** _____

13. **Client Stamp**



ANNEXURE D

FORM 2 TESTIMONIAL TEMPLATE

This format is provided as a guideline for the compilation of the testimonials only. Bidders may use their own formats.

Testimonial for *(name of bidder)* _____

For bid number _____

To be completed by client on behalf of the bidder

1. **Client name** _____
2. **Project description** *(completed contract)* _____

3. **Contract start date** _____
4. **Contract end date** _____
5. **Contract duration** _____
6. **Contract amount** _____
7. **Client contact number** _____
8. **Client physical address** _____

9. **Client e-mail address** _____
10. **Performance of the Client (Bidder)** _____

11. **Client signature** _____
12. **Date of testimonial** _____
13. **Client Stamp**