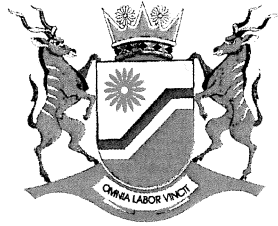


This document must remain the original when submitted, no copies will be accepted

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO- OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS

BID NUMBER: CGT/098/23/MP

**APPOINTMENT OF ONE OR MORE SERVICE
PROVIDERS FOR HIRE, LEASE OR PURCHASE
OF MECHANICAL SWEEPER, AUTOMATED
POTHOLE REPAIR AND PATCHING MACHINE
AND MICRO SURFACING EQUIPMENT AT
VARIOUS DEPOTS WITHIN MPUMALANGA
PROVINCE FOR A PERIOD OF THREE (3) YEARS**

ISSUED BY:

Department of Co- Operative Governance & Traditional Affairs
Private Bag X11304
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF CO- OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/098/23/MP	CLOSING DATE:	14 JULY 2023	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR HIRE, LEASE OR PURCHASE OF MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AT VARIOUS DEPOTS WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms S Maphanga		CONTACT PERSON	Ms N Hlatshwayo	
TELEPHONE NUMBER	013 766 6502/03		TELEPHONE NUMBER	013 766 6990	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	jabulilem@mpg.gov.za		E-MAIL ADDRESS	hlatshwayon@mpg.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?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

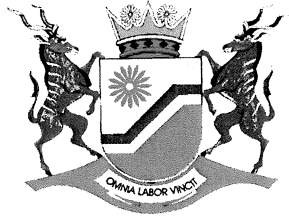
SIGNATURE OF BIDDER:

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

DATE:

TERMS OF REFERENCE FOR THE APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR HIRE, LEASE OR PURCHASE OF MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AT VARIOUS DEPOTS WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF THREE (3) YEARS.

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL AFFAIRS

COGTA

BID NO.CGT /098/23/MP

BID DOCUMENT

APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR HIRE, LEASE OR PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AT VARIOUS DEPOTS WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS

NAME OF BIDDER : _____

TEL NUMBER : _____

FAX NUMBER : _____



**HEAD OF DEPARTMENT
MPUMALANGA DEPT OF CO-OPERATIVE GOVERNANCE AND TRADITIONAL
AFFAIRS
PRIVATE BAG X11304
MBOMBELA 1200**

CONTACT: MS. FZ MKULISI

CONTACT NUMBER: (013) 766 6503

THE BID IS VALID FOR 90 DAYS

1. BID NOTICE AND INVITATION TO BID

BIDs are hereby invited for **APPOINTMENT OF ONE OR MORE SERVICE PROVIDER FOR HIRE, LEASE OR PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AVARIOUS DEPOTS WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS”**

Bid documents will be obtainable from the Bid office, **Mbombela Riverside Government Complex, Malelane 24 Air Street, Siyabuswa Old Parliament Building, Middleburg Department of Public Works, KwaMhlanga Government Complex Department of Finance, Piet Retief no. 11 Mearsorch Street, Evander 10 Cornell Road, Elukwatini Sub-Regional Offices and Bushbuckridge Advice Centre, Department of Finance**, on payment of a non-refundable levy of **R100.00** or can be downloaded at <http://www.etenders.gov.za/content/advertised-tenders>. Only bank guaranteed cheques or cash will be accepted and document can be collected between 7:45 and 16:00 Cheques shall be made payable to Mpumalanga Provincial Government.

The closing date for receipt of bids is as per Bid Bulletin.

Duly completed Bids enclosed in a sealed envelope marked **“APPOINTMENT OF ONE OR MORE SERVICE PROVIDER(S) FOR HIRE, LEASE OR PURCHASE OF MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AT VARIOUS DEPOTS, WITHIN THE MPUMALANGA PROVINCE FOR A PERIOD OF THREE (03) YEARS”** with the name of the Bidder, shall be deposited in the clearly marked bid boxes provided **at the following** Supply Chain Offices, Mbombela, Malelane, Bushbuckridge, KwaMhlanga, Middleburg, Piet Retief and Evander. **The Bids will be opened in public.**

A briefing session will be conducted on as per Bid Bulletin

Telegraphic, telephonic, telex, facsimile, e-mail and late bids WILL NOT be accepted

Bidders should ensure that bids are delivered on time to the correct address. If the bid is late, it will not be accepted for consideration

All documentation submitted in response to this bid must be in English, unless otherwise indicated under technical specification.

1. Background

The Mpumalanga Department of Cooperative Governance and Traditional Affairs (COGTA) is a provincial department responsible for supporting and assisting local municipalities to best serve their communities in service delivery and achieving its goals of growth and development as per the National Development Plan (2030).

COGTA has recently observed the exponential increase in road and pavement failures and the extreme occurrences of potholes and other pavement failures due to the increased number of potholes. This may be attributed to the effects of climate change, increased traffic loading particularly of large delivery trucks, inconsistent maintenance of roads and pavement structures. Over the past few years, the Province has experienced:

- Heavy rainfalls which causes high water ingress in pavement layers, destroys entire road sections and compromises road drainage;
- Severe dry seasons that cause sudden expansion and shrinkage of road materials and eventually lead to pavement failure;
- Irregular maintenance intervals by municipalities or road agencies;
- Increased volumes of traffic compared to the original design traffic volume;
- Incidents of industrial action (burning of road surface) cause potholes and other road defects.

2. Required services

- 2.1. The Department wishes to enter into a contract with a service provider(s), for a 36 months (3 years) period for the appointment of a service provider for the ad hoc hire of a mechanical sweeper, automated pothole repair and patching machine and micro surfacing equipment within the Mpumalanga Province, for a period of 3 years, including the option to hire, lease and purchase.
- 2.2. The department reserves the right to appoint one or more service provider(s) as and when required for the purposes of achieving its objective of supporting municipalities in service delivery.

- 2.3. Specification required:

Minimum Specifications for Jet Patcher Truck

The Jet Patcher Truck shall comprise of the following;

- Capacity of 5 Cube
- Split Hopper for Sand compactor,
- Rear fitted LED Lights for night-time operations,
- Spreader box,
- Spreader Edging Unit
- Auxiliary Engine: Diesel Engine
- Blower: Heavy duty rotary positive displacement blower with direct drive and flexible coupling.
- Air compressor

- Hopper. nominal 5 cuM (including split hopper for sand if option specified)
- Pressurized Emulsion Tank:
 - 5 cuM unit - nominal 15001-
 - Pressure gauges and compressor relief valve in line.
 - 50mm dump valve.
- Pressurized Water tank:
 - nominal 901- capacity for pressurized cleaning of delivery hoses, emulsion lines or unit at the end of the day
- Pressurized Kerosene tank:
 - nominal 24 L pressurized nozzle cleaning
 - Operators nozzle holder
- Aluminum nozzle and steel spraying.
 - Controls: Full engine controls at rear of unit. Safety shut down for high temperature or low oil and blower overload.
 - Key stop.
 - Throttle control at nozzle.
 - Heating: Heat exchanger in emulsion line.
- Aggregate Feed System: Pneumatic Jet-Distributor with no moving parts.
- Placement Boom: 3.4 meter boom with 310-degree operation. 5.3 metre placement hose
- Paint color: White
- Sign rack (is room is available on the selected truck chassis measurements) Toolbox
- Boot rack
- Full length rear step
- Mudguards
- Ladder
- Kerosene injection for cleaning of nozzle
 - Water cleaning of lines
 - Separate water injection for aggregate line cleaning
 - Minimum of 200L drum pressure fill
 - Retractable water hose
- Counterbalanced Variable Height Adjustor for operators' control
- Air Relief Valve for operators' instant control
- Air assisted first arm
- 110/220V overnight heating
- Split hopper for sand or
- Sand box on rear step for manual spreading of sand
- Compactor — 60kg with transport tray fitted
- Remote Camera with LCD monitor
- Rear fitted LED lights for night time operation
- Services of a commissioning engineer (conditions apply)
- Remote Hydraulic outlet for hydraulic tools
- LED floodlights for night operation

3. CONDITIONS OF CONTRACT

The appointed service provider should comply with the following:

- The department reserves the right to appoint bidders on a standard negotiated rates
- The department (COGTA) reserve the right NOT to appoint more than one Bidder or to appoint bidder(s) per commodity specialization or per district.
- The appointed service provider(s) must be able to render all services appointed for as and when required.
- Any false information provided or misrepresentation will result in a bid being disqualified from further evaluation.

4. COMPLETION PERIOD

The successful Bidder(s) will be expected to offer the services as and when required for a period of 36 months, as and when required.

5. MONITORING

Bidders are to note that the Department will monitor and evaluate the project through its Structured Disaster Management Units staff. All payment claims are to be certified by the delegated official, before payment can be effected.

6. TAXES

Value Added Tax at 15% must be included in the rates. If a bidder is not registered with SARS for VAT purposes and is awarded a bid that is above the threshold required for registration, proof for VAT registration application must be submitted within 14 days of the signing of the contract with the Department.

Failure to submit the above-stated shall result in the VAT not been paid to the Bidder.

7. RIGHT OF COGTA TO INVESTIGATE AND SEEK CLARIFICATION

The Department may, in its sole discretion, seek clarification, during the process. In the process of clarification, no change in the substance of the Technical Section or in the Financial Section shall be sought, offered or permitted.

The Department shall, seek all clarifications in writing and the Bidders responses shall also be in writing.

Without limiting the information above, the Department may, in its sole discretion;

- Investigate evidence of the ability and experience of a Bidder under consideration, including joint venture partners, proposed sub-contractors, and parties otherwise related to the Bidder or the Bidder's Proposal; and
- Require or seek out confirmation from other parties of information furnished by a Bidder.

8. ASSIGNMENT/ FRONTING

Fronting is prohibited. Any bidder found to have fronted shall automatically be disqualified. For contracts already awarded, the contract shall be cancelled and any costs borne shall be for the account of the defaulting Bidder. These costs shall include the costs of appointing another Bidder to complete the work.

9. SIGNATURE OF AUTHORITY.

Only persons duly authorized by a company shall sign the documents that are to be submitted to the Department. A letter of authorization must accompany bid documents. In terms of joint ventures, a document of establishment of the venture must accompany bid documents. Representatives of all the parties in the joint venture shall sign the establishment document.

10. ACCEPTANCE AND REJECTION

The Department may reject any bid document if it deviates from the set criteria and reserves the right to accept or reject any bid if it does not meet the necessary requirements. The department is not obliged to accept the lowest or any bid and reserves a right to appoint more than one Bidder.

11. TIME SCHEDULE

All bids will be valid for **90 days** after closing date. In cases where the bidder fails to sign the contract of agreement or produce the required security within the required time, be unable to undertake work given or withdraw during the appointment period, the bidder shall repay the full expenses of re-advertising and preparing of new bids. This shall not apply if the Department accepts another bidder from the list.

12. JURISDICTION

The applicable legislation of the Republic of South Africa shall apply to each contract on its acceptance as *domicilium citandi et executandi*, where any legal process may be resumed on the contractor.

Each bidder binds itself to the jurisdiction and the stipulated laws of the Republic of South Africa.

13. PAYMENTS

Payments shall be as stipulated in the Service Level Agreement entered into between the department and the successful bidder

14. MEDIATION AND ARBITRATION

Mediation and Arbitration proceedings shall be in terms of rules laid by the Law Society of South Africa.

15. EVALUATION PROCESS

The evaluation process comprises of the following phases:

16.1 Phase I: Initial screening process

During this phase bid documents will be reviewed to determine compliance with the following:

- All SBD forms should be fully completed and signed
- Completed bid document stamped by Provincial Treasury from the bid office;
- Company Profile stating the capacity to meet the demand and address key risk areas, office infrastructure with a delivery plan and contactable references. (Warranties and guarantees must be indicated).
- Financial Offer (complete and correct pricing schedule).
- Signed Terms of Reference with each page initialed;
- Letter of intent from the manufacturer for non-manufacturers (where applicable).
- Proof of access to delivery vehicles (Vehicle registration certificates or letter/certificate/agreement from lessor).
- Certified copy of Business Registration Certificate
- Certified copies of identity documents of directors / partners / shareholders of the business
- The bid document should be duly completed in black ink and signed (each page initialed). Any use of eraser or similar products on the bid document will nullify the bid;
- Signed Joint Venture Agreement and Power of Attorney in case of Joint Ventures;
- Company Profile, including previous contract work done, value of the work and contactable references per contract.

All bidders must be registered with the Central Supplier Database (CSD) failure to do so will be automatically disqualified.

NB: It is the responsibility of the bidder to ensure that the following key information is in order to avoid any disqualification during the bid evaluations:

- The Business registration status
- Bidder restrictions and defaulters status
- Identification number and the service of the state status

16.2. Phase II: Functionality evaluation as per attached Terms of Reference

- a) Bids will be evaluated strictly according to the bid evaluation criteria stipulated in the terms of reference
- b) Bidders must as part of their bid documents, submit supportive documentation for all technical requirements as indicated hereunder. The panel responsible for scoring for the respective bids will evaluate and score all bids based on their submissions and the information provided.
- c) Bidders will not rate themselves but need to ensure that all information is supplied as required. The Bid Evaluation committee (BEC) will evaluate and score all responsive bids and will verify all documents submitted by the bidders.
- d) The panel members will individually evaluate the responses received against the following criteria as set out below:

TERMS OF REFERENCE FOR THE APPOINTMENT OF ONE OR MORE SERVICE PROVIDERS FOR THE LEASE OR PURCHASE OF MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT AT VARIOUS DEPOTS WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF THREE (3) YEARS.

CRITERIA	WEIGHT
Company Experience: Experience - Company must have three (3) or more years of experience in the provision of Road Construction Plant and Vehicle. Bidders are required to submit previous signed contract appointment letters together with reference letter or previous signed contract appointment letters together with purchase order. Failing to comply to any of the above options bidders will be scored zero on this functionality criterion.	20
Workshop - The company must own a fully equipped workshop or access to workshop that has the capacity to respond breakdowns and on-site repairs. Proof of ownership or outsourcing should be supplied.	20
Mechanic Competency - Bidders must provide proof of the personnel with Trade in Diesel Mechanic.	20
Operator Competency - Bidders must provide proof of the Certified Operator by way of competence accreditation. Truck Driver must be in possession of a valid PrDP and appropriate licenses.	20
Ownership of Plant/ Vehicles: The bidder must demonstrate by attaching proof of ownership of Plant/ Vehicles with registration documents or accessibility to Plant/ Vehicles through a lease agreement.	10
Plant/Vehicles Availability: The bidder must demonstrate by attaching certified proof that the plant/vehicle is safe, insured, in a working condition and fully licensed as per the categories. Copy of the valid vehicle license disk and COF for Trucks must be attached (where it applicable applicable), Form P to be fully completed.	10
TOTAL	100

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

4.2. The Criteria and weighting will be used to calculate the scoring based on the evaluation of the functionality and rating as shown in the table below:

CRITERIA	REQUIREMENT	EVALUATION	WEIGHT	FORM OF EVIDENCE
COMPANY EXPERIENCE	Company must have at least three (3) or more years of experience in the provision of Road Construction Plant and Vehicle.	More than three years of experience	20	Appointment Letters and Reference Letters
		Three years of experience	14	OR
		Two years of experience	7	Appointment Letters and Purchase Orders.
		Less than two year experience	0	(Attach)
WORKSHOP	The company must have fully equipped workshop or access to workshop.	Owned workshop	20	Municipal rates and taxes or lease agreement
		Outsourced workshop with proof of agreement	10	OR
		No workshop and/or no outsourced agreement	0	Outsource agreement.
MECHANIC COMPETENCY	Bidders must provide proof of a fully trained and Trade Tested Diesel Mechanic Artisan.	Qualified Diesel Mechanic with Trade Test	20	Certified Copies of Qualification and Trade Test
		No qualified Diesel Mechanic	0	
OPERATOR COMPETENCY	Bidders must provide proof of a fully trained, certified by way of competence accreditation. Truck Drivers must be in possession of a valid PrDP and appropriate licenses.	Operator with valid competency certificate for yellow plant and valid, Unendorsed driver's license with valid PrDP	20	Certified copies of valid licenses, certified by way of Competence accreditation and (Valid PrDP will only apply to Truck drivers)
		Non submission of competency certificate, driver's license or PrDP	0	
OWNERSHIP OF PLANT/ VEHICLES	Bidders must provide proof of ownership of plant/ vehicles with certified Registration documents	Ownership documents supplied	10	Certified copies of Plant/Vehicle registration in the name of the company (bidder)
		No ownership	0	
PLANT AND VEHICLES	The bidder must demonstrate by attaching proof that the plant is safe, insured, in good working condition and fully licensed as per the categories.	Vehicle and Plant Licensed with CoF and license disks and Proof of Insurance.	10	Proof of Insurance to be Submitted for each Vehicle/Plant offered and certified copy registration
		No Vehicle and Plant licensed or No CoF and	0	Certificates with the latest license fees paid to the Local

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

		No license disks and or No insurance and or Form P is not fully filled.	Authority. Form P to be fully filled in. (The evidence required above and the fully completed Form P are a compulsory requirement if not complied with the bidder will be scored zero)
	Total		100

***N.B.** Bidders that scored the minimum of **70%** or more on functionality will be further evaluated on the 80/20 preference point principle.

NB: Points scored for Quality (functionality) will not have an influence on the total tender evaluation points. Preference points for this bid shall be awarded for PRICE and TARGET GROUP SPECIFIC GROUP. The minimum qualification score is 70 to qualify for further evaluation.

Only bidders who attain a minimum of 70 percent on Functionality will qualify to proceed for further evaluation on Price and Preference points.

- e) Each panel member will rate each individual criterion on the score sheet using the following scale:

1-Poor, 2- Below average, 3- Good, 4- Good, 5- Excellent

- f) Individual value scores will be multiplied with the specified weighting for the criterion to obtain the marks scored for all elements. These marks will be added and expressed as a fraction of the best possible score for all criteria. This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70% for functionality will be evaluated and scored in terms of pricing and socio-economic goals as indicated hereunder.

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

- g) The value scored for each criterion will be multiplied with the specified with weighting for the relevant criterion to obtain the marks scored for each criterion. These marks will be added and expressed as a fraction of the best possible score for all criteria.
- h) This score will be converted to a percentage and only bidders that have met or exceeded the minimum threshold of 70 percent for functionality will be evaluated and scored in terms of pricing and socio economic goals as indicated hereunder.
- i) Any proposal not meeting a minimum score of 70 percent functionality proposal will be disqualified.
- j) The price will not be evaluated as this stage

a. Phase III: Price / Financial stage

- a) Price / Financial proposal must be submitted in South African Rand.
- b) The following formula will be used to calculate the points for price in respect of this bid :

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

P min

Where

P_s= Points scored for comparative price of bid under consideration

P_t= Comparative price of bid under consideration

P min = Comparative price of lowest acceptable bid

- c) The responsive bids will be adjudicated by the State on the 80/20-preference point for Specific Goals in terms of which points are awarded to bidders on the basis of:
 - The bidden price (maximum 80 points)
 - specific goals (maximum 20 points)
 - d) The department reserves the right to arrange contracts with more than one contractor.
-

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE ADHOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

e) The Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Procurement Regulations 2022

f) A maximum of 20 points may be awarded to a bidder for specific goals

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

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

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

The specific goals allocated points in terms of this tender/RFQ	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		6 points		
Disabled; Attach Proof		2 points		
Youth		7 points		
Locality: Mpumalanga province (Attach Proof of Company Business Address)		5 points		
Total Points		20 Points		

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

b. Phase IV: Vetting / Confirmation/ verification of Submitted Information

Shortlisted bidders may be required to undergo the vetting or verification process to verify the authenticity of the submitted documents during the submission period and bidder can be eliminated if discovered that false information was submitted and this doesn't mean that the bid is automatically awarded to you.

4. SCOPE OF CONTRACTS

The attention of the bidder is drawn to the fact that this contract is intended generally to supplement CoGTA specialized plant and vehicles, and it is possible that certain items of plant accepted may not be used at all during the contract period. The duration of the use of equipment and/ or workers will be on a daily, short.

The Project Manager Contracts reserves the right to request more than the estimated number of items of specialized plant and vehicle from the bidder, as specified in the Form of Bid, when required.

The bidder must supply the units required within 24 hours from the date of the notification by the Project Manager: Contracts or his Authorized Representative at (Fleet & Plant) on his requirements.

In general, the specialized plant and vehicles will be required for road construction and maintenance by the CoGTA

The Project Manager: Contracts or his Authorized Representative shall be required to notify the bidder 24 hours in advance of requirements, with respect to the number of equipment and to which site the plant must report for duty. Twenty hours' notice in advance must be given for the laying off of any equipment and Operator/Driver (i.e. the day before the equipment is required to stop working the following day after completing an 8-hour shift.

NB: No guarantee as to the period required is given but once equipment has been engaged, the CoGTA retains the right to cancel a plant or trucks by giving the required notice or not as per official order for the period.

5.1. AREA TO BE WORKED

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Specialized Plant and vehicle will be required to work as and when required in any area of jurisdiction of the Mpumalanga Province.

5.2. Hours of Work

- 5.2.1. The bidder will be required to work a five (5) day week excluding public holidays. The working hours applicable to a "Five (5) day week" will be as follows: Mondays to Fridays 07h15 to 15h45 with a 1/2 (half) hour for lunch.
- 5.2.2. The above hours can be expected to rule throughout the duration of the contract but may be amended by the Fleet and Plant Manager to suit the actual working hours of users. However, the total hours worked per day or per shift will remain at 8 hours. Time worked more than 8 hours or per shift will be considered as overtime and calculated at a rate.
- 5.2.3. Bidders may be called upon to work overtime on weekdays, Saturdays, Sundays, and Public Holidays outside the normal working hours specified above and will be paid for at overtime rates. Should the overtime worked on a Saturday, Sunday and Public Holiday not exceeds 4 hours, the bidder shall nevertheless be paid 4 hours, at overtime rates. Should the overtime exceed 4 hours, the bidder shall be paid for the actual hours worked at overtime rates with an additional order.
- 5.2.4. Allocation of overtime work to any bidder shall be at the absolute discretion of the Plant Manager or the Assistant Manager Contracts. However, in the interest of efficiency, the plant usually working at a district on a particular job with a specific team will normally be required to work the overtime with the team.

5.3. Inspection and Identification of Specialized Plant and Vehicles

- 5.3.1. Should it be deemed necessary, before the contract is awarded officials of the CoGTA may inspect any or all the items of plant bided for purposes of adjudication.
 - 5.3.2. All items of specialized plant bidders must comply with the specification. Inspection for purposes of adjudication will not necessarily determine whether the specialized plant and vehicles is to specification. If the bid for an item is accepted the onus remains with the bidder to supply the item to specification. Proof to the satisfaction of the Plant Manager or Assistant Manager Contracts from the manufacturer of the plant and vehicle must be submitted with the bid documents.
 - 5.3.3. The bidder shall supply the CoGTA with a complete list of all the company plant and vehicles, fleet and registration numbers for all types of plant and vehicles accepted on the contract. Certified copies of the registration papers and license receipt must
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be supplied with this list. The company fleet and allocation number shall be permanently affixed to all items of plant and vehicle. All work dockets must have entered thereon the company fleet and allocation numbers of the particular item of plant and vehicle.

- 5.3.4. Any machine found by the Manager Contracts or his Authorized representative to be unsuitable or not performing to specification or to be performing poorly or unsafely at any stage in the contract shall be removed immediately by the bidder. The penalty as described in (Clause 29.1

(i) may be imposed until a suitable replacement is provided.

5.4. Incompetent Workmen

- 5.4.1 If in the opinion of the Assistant Manager Contracts any of the bidder's employees are performing in an unsafe or incompetent manner or misconduct themselves, the Assistant Manager Contracts may direct that such employees shall not again be employed for work to be done in terms of this contract without the written consent of the Assistant Manager Contracts.

5.5. Operations of Specialized Plant and Vehicles

During the period of hire, the Assistant Manager Contracts undertakes that the units will be used only for the purposes of which hires was hired in terms of (Clause 3.1). but the responsibility rests with the bidder to ensure that the plant and vehicle is not misused or damaged in any way and that it is operated in a safe and effective manner.

5.6. Description of Specialized Plant and Vehicles

No bidder may offer a particular item of plant and vehicle for more than one category. All machines must be bided under the correct category. If the specification of any machine or vehicle bided varies slightly from the requirements, such variation must be fully detailed on the Technical Data Sheet. Copies of the Technical Data Sheet may be made, completed, and attached to form part of this bid when submitting the bid. Refer to Form of this bid for a description of the range or types of plant or vehicle required.

5.7. Price Order

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A successful bidder, who has offered more than one unit of plant and vehicles under a specific item at different prices, shall supply the item(s) in price order starting with the highest point unit when such unit(s) are required in terms of the contract.

5.8. Exchange of Items of Specialized Plant and Vehicles

This contract is awarded for the hire of particular items of plant and vehicles as described in full in the Technical Data Sheet and it is expected that such particular items will be supplied on site when called for by department Fleet and Plant. Where, for reasons beyond the control of the bidder he is not able to supply the particular machine/vehicle under contract he may, with the permission of the Fleet and Plant Manager substitute another machine/vehicle, but if this alternative machine/vehicle is under contract he may, with the permission of the Fleet and Plant Manager, substitute another machine/vehicle, but this alternative machine/vehicle must in the opinion of the Fleet and Plant Manager, be in no way whatsoever inferior to the actual machine/vehicle under contract.

5.9. Noise Control

The bidder must indicate on the Technical Data Sheet against each item of plant/vehicle offered whether any measures have been taken in the design of the plant/vehicle to combat excessive noise emission. Depending upon the noise zone prescribe by the environmental by law, selection of plant/vehicle may be based on noise reducing features incorporated in the plant/vehicle and not necessarily on the bided price. The silencing feature of all plant and vehicle shall always be as effective as those features incorporated by the manufacturers in the original design.

5.10. Engine Power

Engine power requirements stated in the specification refer to the net sea level power output. Bidders may offer turbo-charged or two stroke engines with lower output than specified, providing the power output is equivalent to the specified when compared at an altitude of 1 800m.

5.11. Security of Specialized Plant and Vehicles

The Bidder shall be always responsible for security of items of plant/ vehicle working under this contract. Penalties will be imposed in terms of (Clause 29.1) should plant

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and vehicle is not available as required by the Fleet and Plant Manager and Assistant Manager Contracts or his authorized Representative because of lack of security.

5.12. Type of Allocation

In general, the plant and vehicles will be required for road maintenance and other activities carried out by the CoGTA. The Fleet and Plant Manager or Assistant Manager Contracts or his Authorized Representative will notify the bidder 3 working days in advance of requirements with respect to the number and type of plant and vehicles required, and the type of work which the plant and vehicles will be called upon to do.

Allocation of work to any bidder required for a particular District/ Site for a particular job that require a machine better suited for certain work, shall be at the absolute discretion of the Fleet and Plant Manager or Assistant Manager Contracts or his Authorized Representative at COGTA

5.13. Schedules

Bidders are required to complete one or more of the annexed schedules of plant and vehicles, which will become part of the contract.

The bid documents must be completed in black ink or black ballpoint pen and under no circumstances must correcting fluid be used when making alterations. The bidder must initial all alterations on the document. Failure to comply with the above requirements will render the bid liable to rejection on the ground of being incomplete.

Bidders are advised that before acceptance of any bid, details provided on the schedules of plant/ vehicle will be checked against the records of the relevant registering authority and incorrect information will render the bid liable to rejection. The bidder shall not replace any of the plant operator and vehicle driver listed in the said schedules with other plant and vehicle without the written permission of the Fleet and Plant Manager. Plant and vehicles replaced must comply with the terms, conditions, and specifications of this contract.

5.14. Insurance

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- 5.14.1. The bidder shall insure the plant and vehicles in respect of accident, loss and theft
- 5.14.2. Injury to all persons (including employees) arising from the carrying out of this contract if the equipment is unsafe or not to specification.
- 5.14.3. Proof of obtaining such cover must be supplied within twenty-one days of the date of the notification of acceptance of bid.
- 5.14.4. Proof of renewal or extension of insurance cover must be furnished by the bidder to the General Executive Manager Finance within twenty-one days of such request.

5.15. Fuel

On reporting for duty, plant and vehicle shall carry sufficient fuel to complete normal day's duties. Should a plant and vehicle stand idle because of lack of fuel, penalties in terms of (Clauses 29.1 or 29.2) of the Special Conditions may be imposed. The department reserve the right to examine fuel capacity against actual supplied at any given time during the hired period. All preventative maintenance on plant and vehicle should be carried out before or after hours during the time of hire and should consult the CoGta official before services are carried out.

5.16. Operator/ Driver

It is the bidder's responsibility to ensure that the operator or driver do comply with all safety requirements and be equipped with a communication tool to report breakdowns to minimize standing time to enhance productivity.

5.17. Technical Data Information, Omissions And Variations Sheets

The attached Technical Data, Information and Omissions and Variations Sheets must be completed by bidder. Full details of each and every item of specialized plant and vehicle offered must be furnished. Failure to complete the Technical Data Information Sheets in detail may invalidate the bid liable to be rejected on the grounds of being incomplete.

6. ACCEPTANCE OF BID

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6.1. Adjudication of Bid

The highest point on any bid will not necessarily be accepted by the department. In the event of equal priced bids being received, the department will adjudicate based on a ballot or any other method which is considered to be in the best interests of the department. A valid and binding contract will be concluded at the time that the department posts a letter of acceptance of this bid to the bidder by registered post, to the postal address stated on the Form of Bid.

It should be clearly noted that this is an 'As and When Contract' and that from time to time in respect of the duration of utilization items accepted may vary.

6.2. Cession

6.2.1. The bidder shall neither cede, assign, sublet, mortgage, pledge, lend nor in any way encumber the plant and trucks, lend or part with possession thereof. All specialized plant and vehicles contracted on this contract may be assigned elsewhere by the bidder when not required by the department, but must be supplied within five working days when needed by the department. The Specialized plant and vehicles must be registered in the name of the bidder for the full duration of the contract period including extended periods.

6.3. Insurance and Indemnification

The bidder shall insure the specialized plant and vehicles against loss or damage caused by fire, theft or allied perils during the period of the contract and until the plant is returned to the bidder.

The bidder shall insure all plant & vehicles in respect of: accident and loss Injury to all persons arising from the carrying out of the contract.

Proof of renewal or extension of Insurance cover must be furnished by the bidder whenever required by the Chief Financial Officer.

In addition to any insurance required to be held by the bidder in terms of the "Workmen's Compensation (Act No. 130 of 1993)" the bidder must be fully insured

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against all accidents, loss or damage arising out of the condition or operation of the plant and execution of any work, including all third-party risks. The bidder hereby indemnifies and shall keep the department indemnified throughout the existence of the contract against all claims by third parties or the bidder's own employees resulting from the operations carried out by the bidder under this contract.

A letter from the Compensation Commissioner certifying that the bidder is in good standing with the Accident Fund and documentary proof of insurance is required to be furnished within 21 days of the date of notification of acceptance of bid. Proof of renewal or extension of insurance cover must be furnished by the bidder whenever required by the department.

Anything to the contrary herein contained notwithstanding, while the plant is on site the bidder shall not be responsible or liable to the department or any other person for any acts on the part of the bidder's operator while such operator is carrying out a lawful instruction of the CoGTA official indemnifies and holds harmless the bidder against all claims of any nature whatsoever for any loss or damage aforesaid including all costs relating to such claims. This indemnity shall not extend to include an act solely attributable to the bidder's operator.

The bidder shall be liable for any claims for consequential loss or damage which may be made by any third party in connection with or arising out of the use of the trucks or where the risk of loss or damage to the unit whilst it is in transit or being handled. This remains with the bidder in terms of this contract.

Any failures by the bidder to comply with any of the requirements of this clause shall be deemed to be a breach of contract entitling the department to cancel the contract.

6.4. Permits and Compliance With Regulations and By-Laws

The department at no expense to the bidder shall apply for and obtain any permits, permissions or exemptions which may be required for and in connection with the entry and use of the specialized plant and vehicles on the site. All items of specialized plant and vehicles bided for must, where applicable; conform to the requirements of the National Road Traffic (Act Number 93 of 1996) (Traffic Act 29 of 1989) and regulations as prescribed.

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All units on hire from the bidder should comply with the safety standards as per manufacturer's standard and as per the Department of Labour at their expense. The bidder shall comply with all the requirements prescribed in the specifications.

6.5. Employment of Personnel

The bidder must ensure that all persons used by him in the execution of this contract are lawfully employed.

The bidder shall at his own expense provide adequate protective clothing including "hard hats" for his staff and protection to machinery, as he, the Fleet and Plant Manager or the Inspector of Machinery, may deem necessary at any stage of this contract.

6.6. Price Basis

Only items of specialized plant and vehicles first registered in 2010 will be considered for acceptance. Registration and documentation for this must be provided with the latest date of fees paid to the Local Authority. No specialized plant and vehicles older than 10 years will be considered.

All price(s) quoted must include the fuel, oil maintenance, insurance, operator of plant, vehicle and driver, repairs, safety and other expenses incidental to hire with operation of the plant and vehicle.

Plant and vehicles shown on the Form of Bid will be provided on an as and when required basis and payment being on an hourly basis as shown on the "Form of Bid" in the "Categories of Hire". Plant & vehicles will be put on and off hire by department Fleet and Plant except for breakdowns and inclement weather during the periods when plant is being used. Plant providing hires shall be paid for at the rates bided in the Form of Bid for the full period of hires irrespective of whether or not plant is fully utilized during this period. In the case of rates bided the bidder is obliged to bid as follows:

Short Term Rate: - The rate given per hour (per day 8 hours) for a hire

The department reserves the right to "break" the remainder of term hire at any time, however payment will be made to the bidder for the difference between the period

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of the requested at the actual period of the specialized plant and vehicles was used for.

The bidder shall bid for normal working hours only: (See Clause 5.1):

Overtime will be seen as time worked in excess of eight (8) hours per day for a five (5) day week, Monday to Friday and all time worked on Saturdays, Sundays and Public Holidays will be calculated as follows:

1st Hour at normal bided rate (Monday to Friday).

Overtime greater than one (1) hour @ one and a half (1.5) of the bided rate (Monday to Friday). Saturdays, Sundays and Public Holidays @ one and a half (1.5) times of the bided rate

For purposes of payment of overtime portions of an hour will be paid to the nearest 30 minutes. If the overtime work is say 1 hour 10 minutes payment will be for 1 hour, whereas if overtime worked is say 1 hour 25 minutes payment will be for 1 hour 30 minutes based on the daily rates bided and calculated per hour.

No payment will be made for traveling time to and from the place of work when the initial hire starts and finishes off the hire period. The area of work will be area of jurisdiction of the Mpumalanga Province.

Payment shall be made for work rendered in accordance with rates bided in the form of Bid and CoGTA official order.

Night shift work for the rehabilitation of major roads and motorways will be paid on a daily basis.

Payment for plant moved under its own power from another job on this contract will be made at normal tenderer rates provided that the Fleet and Plant Manager is satisfied that the most expeditious and direct route has been taken and no undue delay has occurred during transit. The tenderer shall complete the Technical Data Sheet in respect of the distance that the machine can move under its power. Should a distance not be given then the Fleet and Plant Manager will assume the distance is unlimited.

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Payment for moving plant that normally can be moved by its own power without the use of a "Low bed" or similar conveyance from the contractor's premises to the department work site and back to the tenderer premises will be made on completion of the hire period. The amount paid will be equivalent to 2 hours of the normal hourly rate for the trip each way.

Delivery to site and return to the tenderer's premises, the plant which is not self-propelled, and which can be towed or loaded on a vehicle shall be paid for at 2 hours of the normal hire rate for each such delivery to site and return to the tenderer's premises.

Breakdown

A breakdown must be reported to the department and to the bidder by the operator or driver (Who should be equipped with a communication tool e.g. cell phone), alternatively the user (when supplied) by the quickest practicable means and the Assistant Manager: Contracts or his Authorized Representative (Local Transport Officer) will render every assistance in conveying the reports, but the onus of reporting breakdowns to the bidder rests with the bidder. Where no operator (or attendant) is supplied by the bidder, Assistant Manager Contracts or his Authorized Representative and Local Transport Officer will be responsible for notifying the bidder of any breakdowns when notified by the user department.

- 6.7.1.** In cases where specialized plant is hired and no operator is required, and no attendant is supplied with the machine or vehicle, the Department shall not be held responsible or liable for any breakdowns.

7. Penalties

- 7.1.** Instead of exercising its rights in terms of (Clause 6) of the General Conditions of Contract, The Assistant Manager Contracts may, at his option impose the

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following penalties in terms of the Conventional Penalties Act No. 15 of 1985.

7.1.1. Should the bidder be unable to supply the required item of plant in working order within twenty-four (24) hours from the date of request for the plant given by the Assistant Manager: Contracts or his representative for any reason the following procedure in applying penalties will be adopted.

(a) For the first three occasions in any 12-month period during the contract the department will engage another bidder and claim the difference between the bidder's rates and the rates the department pays the other bidder to do the work.

(b) If on more than 3 occasions in any 12-month period during the contract the bidder is for any reason unable to supply an item of plant in working order within 2 working days' the number of machines required to be made available will be reduced by the shortfall on each of these occasions.

(c) If the number of machines required to be available is reduced as set out above and the department is obliged to engage other machines at a higher rate to do the work affected by this reduction the department shall claim the difference in rates between those applicable to the bidder's machines and those machines the department must hire to do the work during the remainder of the contract.

7.2. If any item of plant and vehicle is incapable of operating safely, so that it is unable to perform the tasks required and so cause delay of work at any time of the day, then the following procedure in applying penalties may be adopted.

7.2.1. Where in the opinion of the Assistant Manager Contracts or his Representative an unavoidable stoppage, not exceeding 1 hour occurs; the down time only will be

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deducted in affecting payment for the day.

7.2.2. Where in the opinion of the Assistant Manager Contracts or his representative any stoppage could reasonably have been avoided or where any stoppage exceeding 1 hour occurs, a payment of 75% of the time worked shall be made. In the event of the plant breaking down for a full working day the bidder shall be penalized at 50% of the hourly hire rate which penalty may be imposed until such time as the item of plant is returned to the site in working order and alternative arrangements are made which are satisfactory to the Assistant Manager Contracts. In the event of stoppage due to the frequent consecutive plant breakdowns for the same machine the Assistant Manager Contracts may impose a 50% penalty rate for any downtime period after due warning performance.

7.2.3. If the operator or attendant supplied with any plant is unable to perform his duties due to labour unrest (strikes), civil unrest or riots, or unsafe to work in certain areas the bidder may within 5 working days of such occurrence apply to the Assistant Manager Contracts in writing giving all the relevant facts for the penalties to be waived. The Assistant Manager Contracts in consultation with Project Manager and the General.

7.2.4. Executive Manager Business Implementation may after considering the facts, decide whether or not to apply penalties. This decision shall be binding.

7.2.5. The bidder may within 3 working days apply to Assistant Manager Contracts in writing giving all the relevant facts for penalties to be waived as in (Clause 12.1 and 12.2.) Assistant Manager Contracts may then in consultation with the Project manager of the department, and after considering the facts, decide whether or not to apply penalties. The decision shall be binding.

8. Payment of Tax Invoices / Statements

8.1. The bidders must process invoices on a calendar months' basis, i.e. from the 1st day of a month to the last day of a month and submit such invoices and statements not later than four working days after the last day of every month with a copy of the CoGTA official order and invoice. An invoice must be submitted per official order

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and invoices with multiple orders will not be processed and will result in a delay in payment. All payments will be made within 30 days from date of statement.

- 8.2.** The department shall be entitled to deduct from the amount invoiced by the bidder under any amount due by the bidder. The certificate mentioned in the Penalties and Breach of Contract and Remedies.
 - 8.3.** Time lost due to any other causes whatsoever will be deducted from the daily working hours. Payment will be for the time worked assessed on a time basis pro-rata to the daily rate.
 - 8.4.** Tax Invoices for payment must be submitted under the same as that appearing on the signed Form of Bid and the department official order per item.
 - 8.5.** The department will issue a signed original official order as per request. A stamped and signed copy of the time sheet (plant and vehicle docket) of the hours worked by the plant and vehicle will be issued to the bidder daily. The original copy in the possession of the department will always take preference if a dispute occurs between the bidder and the department on hours worked. The original will be retained by the user for checking and calculation of the invoices which are received. The copy of the timesheet and the department official order with the Tax Invoice will be forwarded to the department project manager: Contracts or his authorized representative.
 - 8.6.** The department shall be charged on the basis of such daily time sheets when clearly signed by the Project Manager.
 - 8.7.** The timesheet shall reflect the following details:
 - 8.7.1.** Date, name of bidder, allocation number (Allocation number will be issued, at the commencement of the contract by department for all the hire specialized plant and trucks, registration number, make and company fleet number of the plant or vehicle, item number under which he bided in the Form of Bid, order number, working time,
 - 8.7.2.** "Down" time, reason for "Down" time and the following signatures: user, official in
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charge, and the Project Manager.

8.7.3. In the event of the project manager: Contracts or his authorized representative at the site refusing to sign the daily time sheets and to accept the figure appearing thereon, the following must be followed:

8.7.4. Any additional requirements to identify the type of plant or vehicle as required from the Assistant Manager Contracts.

8.7.5. Proof of insurance for Specialized Plant and Vehicles

8.8. Full details will be required from bidders in respect of the Specification of plant and vehicle bided for in the (Technical Data Sheet) must be completed for each item of plant and vehicle bided.

8.9. Failure to comply with the requirements of (Clause 23.1 and 17) will render the bid liable to rejection on the grounds of being incomplete.

9. Bidders Obligations

9.1. Only specialized plant and vehicles complying with the Technical Data Sheet is to be bided for on this contract.

9.2. The bidder shall be obliged to provide the contact number of specialized plant and vehicles operators at such time and at such places as notified by the Assistant Manager Contracts or his authorized Representative and as more fully set out in the specification. The bidder shall ensure that the plant operators and vehicle driver where applicable, carry out the work allotted to them diligently, to the satisfaction of the user Department and Assistant Manager Contracts: or his authorized Representative and displaying the name of the bidder, his physical address and contact number on the plant.

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10. PREAMBLE TO THE SCHEDULE OF RATES

10.1. General

- (a) This preamble to the Schedule of Rates provides the Bidder(s) with guidelines and requirements with regard to the completion of the Schedule of Rates. The Schedule has to be completed in black ink.
- (b) The Schedule of Rates shall be read with all the documents which form part of this Contract.
- (c) Firm Pricing should be indicated in South African Rand, all-inclusive and firm for each year indicated on the schedules;
- (d) Contract price adjustment is not applicable to this contract, Bidders must therefore allow for cost escalation in their pricing for the duration of the contract, which prices shall remain firm.
- (e) All prices should be all- inclusive.
- (f) The following words shall have the meanings hereby assigned to them:
 - Unit : The unit of measurement for each item of work.
 - Rate : The payment per unit of work at which the Bidder(s) bids to do the work.
 - Lump sum : An amount bid for an item, the extent of which is described in the Schedule of Quantities and the Special Conditions and Specifications, but the quantity of work of which is not measured in any units.
- (g) The rates shall make provision for establishment on site at each location / installation within Mpumalanga Province.
- (h) The bidder must quote on all pay items, zero rates or negative rates are not allowed.

10.2. Measurements

10.2.1 The abbreviated descriptions of the payment items given in the Schedule of Rates are only for the purposes of identifying the items and providing specific details. Reference shall be made, inter alia, to the Special Conditions and Specifications, General Conditions of Contract and Conditions of Bid for more detailed information

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regarding the extent of the work entailed under each item.

10.2.2. The item numbers appearing in the Schedule of Rates do not correspond to the item numbers in the Special Conditions and Specifications.

10.2.3. The units of measurement indicated in the Schedule of Rates are metric units. The following abbreviations are used in the pay items of the Schedule of Rates:

lm	=	Linear metre
m ²	=	square metre
No	=	number

11. RATES

11.1. The Bidder(s) must fill in a rate for each item in the Schedule of Rates. Items against which no rate is entered or where a word or phrase such as "included" or "provided elsewhere" has been entered, will be accepted as a rate of nil (R0,00) having been entered against such items. Any work executed to which such a pay item applies, shall be measured under the appropriate items in the Schedule of Rates and valued at a rate of nil (R0,00). The rate of nil shall be valid irrespective of the quantities during the execution of the Contract.

11.2. The Bidder(s) shall not group together a number of items and bid one rate for such group of items.

11.3. All rates and sums of money quoted in the Schedule of Rates shall be in Rands and whole cents. Fractions of a cent shall be discarded.

11.4. The rates submitted must exclude VAT

11.5. Rates to be an all-inclusive rate (including but not limited to, transport, labour, material, consumables, site establishment, security, traffic accommodation, accredited training and skills transfer, etc.)

12. METHOD OF MEASUREMENT

12.1. The work shall be measured in accordance with the methods described in the documents which form part of this Contract. Attention is directed to the provisions of the Special Conditions and Specifications regarding the measurement of quantities.

12.2. Unless otherwise stated, items are measured nett in accordance with the SARTSM, and no allowance is made for waste or work in excess of that specified.

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NB: Any alterations to the bid documents must be signed in full by the bidder(s)' authorised signatory and an accompanying letter from the bidder(s) on their official letterhead will indicate such alterations. Failure to observe this might disqualify the bid.

Any completion of the bid document in pencil or erasable ink shall not be accepted and shall disqualify the bid.

At the discretion of the COGTA Project Manager, the Contractors must carry out any of the tasks listed in the BoQ, payment will be certified for actual measured quantities during the execution of the contract

Estimated quantities are for evaluation purposes only.

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13. PRICING SCHEDULE

BILL OF QUANTITIES – PART A – MECHANICAL SWEEPER

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
A1	Supply and use of truck mounted attenuator with approved traffic signage including operator and two assistants	Hourly	1 000		
A2	Mechanical vacuum road sweeper with operator and 3 assistants	Hourly	1 000		
A3	Supply only attenuator (with no Truck)	Hourly	1 000		
A4	Hire of additional local unskilled labour	Hourly	1 000		
A5	Removing and disposal of collected debris and silt to approved health and safety site	Ton	1 000		

Rates to be an all-inclusive rate (including but not limited to, transport, labour, material, consumables, site establishment, security, traffic accommodation, accredited training and skills transfer, etc.)

Hire/ lease should include everything pertaining to the mechanical vacuum sweeper and truck mounted attenuator.

NAME OF BIDDER.....

SIGNATURE.....DATE.....

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BILL OF QUANTITIES – PART B – POTHOLE REPAIR AND PATCHING MACHINE

Any bid or offer that is submitted WITHOUT a detailed Method Statement will automatically be disqualified.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
B1	Surface patch (<40mm thick)	m ²			
B2	Deep patch (150 mm maximum thickness)	m ²			

Rates to be an all-inclusive rate (including but not limited to, transport, labour, material, consumables, site establishment, security, traffic accommodation, accredited training and skills transfer, etc.)

NAME OF BIDDER.....

SIGNATURE.....DATE.....

TERMS OF REFERENCE FOR THE APPOINTMENT OF A SERVICE PROVIDER FOR THE AD HOC EQUIPMENT HIRE, LEASE AGREEMENT AND THE OPTION TO PURCHASE OF A MECHANICAL SWEEPER, AUTOMATED POTHOLE REPAIR AND PATCHING MACHINE AND MICRO SURFACING EQUIPMENT, WITHIN THE MPUMALANGA PROVINCE, FOR A PERIOD OF 3 YEARS.

BILL OF QUANTITIES – PART C– MICRO SURFACING EQUIPMENT

Any bid or offer that is submitted WITHOUT a detailed Method Statement will automatically be disqualified.

ITEM	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
C1	AC-E1 Overlay, 10 to 12 mm thickness, applied in two layers.	m ³	1 000		
C2	AC-E2 Rut filling, up to 25 mm thickness, in two layers if required.	m ³	1 000		
C3	Mix design	Number	100		
C3	Extra over item for Item B1, B2 for the construction of a trial section	m ²	1 000		

Rates to be an all-inclusive rate (including but not limited to, transport, labour, material, consumables, site establishment, security, traffic accommodation, accredited training and skills transfer, etc.)

ITEM B1:

The rate to include the equipment, as well as all materials, labour and supervision for the plant unit to operate satisfactorily to deliver **20 m³** (twenty cubic meter) of micro-surfacing overlay per day. Materials shall include (minimally) the following:

- Crushed aggregate per m³ (Grading as per Table A10.1.5-12: Type II),
- Cement 2%, AC-E1 emulsion 190 litres per m³ max,
- Water as required; special chemicals as required by the supplier to ensure rapid setting to traffic overlay within one (1.0) hour of application.
- Sweeping of roads for day production included in daily rate.
- Traffic accommodation limited to cones as per SARTSM for a 700m lane closure

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ITEM B2

The rate to include the equipment, as well as all materials, labour and supervision for the plant unit to operate satisfactorily to deliver **16 m³** (sixteen cubic meter) of micro-surfacing rut fill per day. Materials shall include (minimally) the following:

- Crushed aggregate per **m³** Grading as per Table A10.1.5-12., Type iii),
- Cement 2%, AC-E2 emulsion 160 litres per **m³** max, water as required,
- Special chemicals as required by the supplier to ensure rapid setting in order to traffic overlay within two (2.0) hours of application.
- Sweeping of roads for day production included in daily rate.

NAME OF BIDDER.....

SIGNATURE.....DATE.....

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SUMMARY OF BID

DESCRIPTION	AMOUNT
PART A – MECHANICAL SWEEPER	
PART B – POTHOLE REPAIR AND PATCHING MACHINE	
PART C- MICRO SURFACING EQUIPEMENT	
TOTAL (Excluding VAT)	
15% VAT	
GRAND TOTAL	

Any false information provided or misrepresentation will result in a bid being disqualified for further evaluation.

Calculation of points for price

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

Where

- P_s = Points scored for price by bid under consideration
- S_o = Total Rand value of bid under consideration
- M_s = Rand value of the lowest acceptable bid/proposal

16. CLIENT BASE

Bidders must have specific experience and submit at least four recent references (in a form of written proof (s) on their company's letterhead including relevant person(s), telephone, fax numbers and e-mails) of similar work undertaken.

COGTA reserves the right to contact references during the evaluation and adjudication process to obtain information.

18. LEGAL IMPLICATIONS

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Successful service providers must be prepared to enter into a service level agreement with the COGTA. COGTA reserves the right to award this bid on a non-exclusive basis, i.e. COGTA may procure similar services outside this bid with the view of securing the best service and value for money.

19. COMMUNICATION

Supply Chain Management will communicate with bidders for, among others. Where bid clarity is sought, to obtain information or to extend the validity period. Any communication either by facsimile, letter or electronic mail or any other form of correspondence to any government official, department or representative of a testing institution or a person acting in an advisory capacity for COGTA in respect of this bid between the closing date and the award of the bid by the bidder is prohibited.

20. COUNTER CONDITIONS

Bidders' attention is drawn to the fact that amendments to any of the Special Conditions by bidders will result in invalidation of such bids.

21. PROHIBITION OF RESTRICTIVE PRACTICES

- a. In terms of section 4(1) 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:
- Directly or indirectly fixing a purchase or selling price or any other trading condition;
 - Dividing markets by allocation customers, suppliers, territories or specific types of goods or services;
 - or
 - Collusive bidding.
- b) If a bidder(s) or contractor(s), in the judgment of purchaser, has/have engaged in any of the restrictive practices referred to above, the purchaser may, without prejudice to any other remedy provided for, invalidate the bid(s) for such items(s) offered or terminate the contract in whole or in part and refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Completion Act no.89 of 1998.

22. FRONTING

COGTA supports the spirit of broad based black economic empowerment and recognizes that real empowerment can only be achieved through individuals and businesses conducting themselves in

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accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background COGTA condemns any form of fronting.

COGTA in ensuring that bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry be established during such enquiry/investigation, the onus will be on the bidder / contractor to prove that fronting does not exist.

Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the bidder/contractor to conduct business with public sector for a period not exceeding ten years, in addition on any other remedies COGTA may have against the bidder/contractor concerned.

23. PRESENTATION

COGTA may require presentations/interviews from short-listed bidders as part of the bid process

24. PRICE NEGOTIATIONS

- If the bidder scoring the highest points does not agree to a market related price the department shall negotiate a market related price with second bidder, if the bidder scoring the second highest points does not agree to a market related price the department shall negotiate a market related price with bidder scoring the third highest points or cancel the bid.
- If the market related price is not agreed to as envisaged by the first, second and third bidder the department shall cancel the bid.
- If the price offered by the bidder scoring the highest points is not market related, the department will negotiate a market related price with the bidder scoring the highest points or cancel the bid.
- Rates will be negotiated whereby a standard rate will apply to all successful bidder(s) in terms of the market related price

25. ACCEPTANCE OF BID OFFER

BID offers will only be accepted on condition that:

- (a) The BID Offer is signed by a person authorized to sign on behalf of the service provider;
 - (b) the service provider's declaration of compliance with the Occupational Health and Safety Act No. 85
-

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of 1993 and the Construction Regulations 2003, is included with her/his BID submission;

- (c) a service provider who submitted a BID as a Joint Venture has included an acceptable Joint Venture Agreement with her/his BID;
- (d) the service provider or a competent authorized representative of the Contractor who submitted the BID has attended the compulsory clarification meeting or site inspection;
- (e) the service provider or any of its principals is not listed on the register of BID 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;
- (f) the service provider has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- (g) The service provider or any of its Principals, Directors or Managers is not employed in the service of the State (all spheres of government) nor is a Public Representative (Councillor);
- (h) the Employer is satisfied that the service provider or any of her/his Principals have not influenced the BID Offer and acceptance by the following criteria:
 - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
 - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
 - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the service provider's favour;
 - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Quoting for this Contract or as to the amount of the BID to be submitted by either party;
 - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed BID;
 - f. The Employer may, in addition to using any other legal remedies, repudiate the BID Offer and acceptance and declare the Contract invalid should it have been concluded already.

25. ENQUIRIES

TECHNICAL ENQUIRIES

: Ms. F Mkhulisi
COGTA – Municipal Infrastructure
Telephone: (013) 766 6603
E-mail: shabanguss@mpg.gov.za

: Mr. L Machipa
COGTA – Water Services
Telephone: (013) 766 6605
Email: lmachipa@mpg.gov.za

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ADMINISTRATIVE ENQUIRIES

: Ms. NJ Hlatshwayo

COGTA – Supply Chain Management

Telephone: (013) 766 6990

E-mail: hlatshwayon@mpg.gov.za

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PRICING SCHEDULE

- Firm Pricing should be indicated in South African Rand, all-inclusive and firm for each year indicated on the schedules;
- Contract price adjustment is not applicable to this contract, Bidders must therefore allow for cost escalation in their pricing for the duration of the contract, which prices shall remain firm.
- Bidders should NOT complete the Bill of Quantity below as it is for illustration purposes.
- Professional fees for professional services will be in with the latest version of ECSA guidelines.
- Additional services fees (rates based) will be in line with the latest version of ECSA guidelines

ITEM	NORMAL SERVICES	UNIT	QTY	RATE	AMOUNT
1.0	Professional Team of Engineers (unit % will be as per ECSA guideline)				
1.1	Inception	%	1		
1.2	Concept and Viability	%	1		
1.3	Design Development	%	1		
1.4	Documentation and Procurement	%	1		
1.5	Contract Administration and Inspection	%	1		
1.6.	Close-Out	%	1		
1.7	Sub-total				
2.	Additional Services				
2.1.	Survey				
2.1.1	Survey Data and Analysis	Sum	1		
2.1.2	Mark-up for item 2.1.1	%			
2.2	Geotechnical				
2.2.1	Geotechnical investigation, Analysis and Report Development	Sum	1		
2.2.2	Mark-up for item 2.2.1	%			
2.3	Environmental Management				
2.3.1	Environmental Advisory and Compliance (Co-ordinate with Appointed Health and Safety Consultants)	Sum	1		
2.3.2	Mark-up for item 2.3.1	%			

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2.4	Occupational Health and Safety, and Training				
2.4.1	Occupational Health & Safety Management	Sum	1		
2.4.2	Enforcement and Management of Health and Safety on site	Sum	1		
2.4.3	Student Intern 12 months mentoring programme – Student or intern to be provided by Mpumalanga Cooperative Governance and Traditional Affairs to Professional Service Provider	Sum	1		
2.4.4	Mark-up for item 2.4.1-3	%			
2.5	Co-ordinate with Other Service Provider(s)				
2.5.1	Co-ordinate with identified service Provider(s) (ISD, Environment etc.)	Sum	1		
2.5.2	Mark-up for item 2.5.1	%			
2.6	Sub total				
3.0	Construction monitoring				
3.1	Additional 15 days/month site monitoring for category B individual for actual duration of the contract (assumed for 2 months)	Sum			
3.2	Sub total				
4.0	Expenses & costs for actual duration of the contract				
4.1	Travel	Sum	1		
4.2	Recoverable expenses	Sum	1		
4.3	Sub-total				
5.0	Time basis				
5.1	Category A	hr.			
5.2	Category B	hr.			
5.3	Category C	hr.			
5.4	Category D	hr.			
6.0	TOTAL (sum of items (1.6; 2.6; 3.2; 4.3)				

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6.1	Add.: VAT (15%)	
6.2	TENDER AMOUNT	

All prices should include VAT

NAME OF BIDDER.....

SIGNATURE.....DATE.....



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**

Select the applicable option

Tenders

Good standing

If "Good standing", please state the purpose of this application

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)

ID/Passport no

Company/Close Corp.
registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender
amount

R

Expected duration
of the tender

year(s)

Particulars of the 3 largest contracts previously awarded

Date started

Date finalised

Principal

Contact person

Telephone number

Amount

Audit

Are you currently aware of any Audit investigation against you/the company?
If "YES" provide details

YES

NO

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct

SARS the applicable Tax Clearance Certificate on my/our behalf.

to apply to and receive from

Signature of representative/agent

Date

Name of
representative/
agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

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.

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:

.....

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.

² Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....

.....

Signature

Date

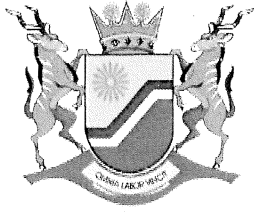
.....

.....

...

Position

Name of bidder



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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) & \mathbf{or} & Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

(Note to organs of state: Where either the 90/10 or 80/20 preference point system

is applicable, corresponding points must also be indicated as such.

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Woman		6 points		
Disabled		2 points		
Youth		7 points		
Locality Mpumalanga province		5 points		
TOTAL POINTS		20 POINTS		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company _____ registration _____ number:
.....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm,

certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

YES		NO	
-----	--	----	--

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrialdevelopment/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.
The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- | | |
|---|---|
| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>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.</p> |
| 18. Contract amendments | <p>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.</p> |
| 19. Assignment | <p>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.</p> |
| 20. Subcontracts | <p>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.</p> |
| 21. Delays in the supplier's performance | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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