

MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

BID NUMBER: COGHSTA/019/26/MP

FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS

ISSUED BY:

Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X11328
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, HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS					
BID NUMBER:	COGHSTA/019/26/MP	CLOSING DATE:	11 March 2026	CLOSING TIME:	12H00
DESCRIPTION	FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS				
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 SECUNDA No 5 Van Eck Street, Secunda (opposite Sasol Value Gas Garage) Secunda, 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 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. R.S Motsilanyana		CONTACT PERSON	Ms. FZ Mkulisi/ Mr M Seabi	
TELEPHONE NUMBER	013 766 6426		TELEPHONE NUMBER	013 766 6519/ 017 811 9606	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	rsmotsilanyana@mpg.gov.za		E-MAIL ADDRESS	mkulisifz@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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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:

.....



co-operative governance,
human settlements & traditional affairs

MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs (COGHSTA)**
REPUBLIC OF SOUTH AFRICA

Tender No. COGHSTA/019/26/MP

FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS.

NAME OF BIDDER : _____
CONTACT NUMBER : _____
SUPPLIER CSD NUMBER : **MAAA** _____
TOTAL BID AMOUNT : _____

NB only one bid document per district.



HEAD OF DEPARTMENT
MPUMALANGA DEPT OF CO-OPERATIVE GOVERNANCE, HUMAN SETTLEMENTS AND
TRADITIONAL AFFAIRS
MBOMBELA 1200

CONTACT: MS. FZ MKULISI
(Technical)
CONTACT NUMBER: 013 766 6519/073 4260533

CONTACT: MR. M.M GUMEDE
(Supply Chain Management)
CONTACT NUMBER: 013 766 6819/

THE BID IS VALID FOR 90 DAYS

Issued by: Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)
Samora Machel,
Riverside Park,
Mbombela, 1200
Mpumalanga Province

Name of Bidder:

District Tendered for:

Service Providers must indicate the district tendered for **(Only one District) 20 Service Providers per District.**

EHLANZENI DM

GERT SIBANDE DM

NKANGALA DM

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs (COGHSTA)**

Tender No. COGHSTA/019/26/MP

**FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE,
REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN
MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS.**

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Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)

Tender No. COGHSTA/019/26/MP

FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS.

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA) has invited bids for the services of contractors to enter into framework contracts for a three-year term without commitment to a quantum of work to provide services relating to the refurbishment, maintenance, repair, and implementation of building works and fencing Infrastructure within Mpumalanga Province.

COGHSTA will enter into framework contracts with successful bidders. Organs of state, including Departments, public entities, municipalities, and municipal entities, may make use of these framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the General Conditions of Contract for Construction Works, 2nd Edition of 2015. The Tender Documents will be available from **the e-Tender Publication Portal (www.etenders.gov.za) of the National Treasury of the Republic of South Africa from the date of publication of the Notice of Request for Proposals in the** Government Tender Bulletin and the Construction Industry Development Board (CIDB) and/or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of the Chief Procurement Officer through the Supply Chain Call Centre on 012 406 9222.

Technical enquiries shall be directed to COGHSTA. Please note that response(s) to enquiries will be communicated to all bidders who would have attended the compulsory briefing session. Therefore, it is the responsibility of Bidders or their representatives to correctly record their email addresses in the attendance register for the compulsory briefing session. COGHSTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

The closing time for receipt of tenders is stated on the advert.

Tenders may only be submitted on the tender documentation that is issued.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

Issued by:

(A) Superintendent General /Head

**Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)
Mpumalanga Provincial Government**

Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)

Tender No. COGHSTA/019/26/MP

FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS.

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 refers to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.4	<p>The employer is:</p> <p>Name: COGHSTA</p> <p>Physical Address: Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)</p> <p style="text-align: center;">Samora Machel building, Riverside Government Complex Riverside Park, Mbombela, 1200 Mpumalanga Province</p> <p style="text-align: center;">Email: mgumede@mpg.gov.za/rsmotsilanyana@mpg.gov.za Telephone: (013) 766 6819/6424</p>
	The language for communication is English
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Advert and Invitation to Tender.</p> <p>Bidders must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offers will be considered

4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original.
4.13.2	The address for delivery of tender offers and identification details that are to be shown on each tender offer package are:
4.13.3	<p>Location of tender box: As per the tender advert</p> <p>Physical Address: As per the tender advert</p> <p>Identification details: Reference no, Title of Tender and the closing date and time for tenders</p>
4.13.4	Tender document shall be submitted as original
4.13.5	<p>The Bidder is required to meet the following conditions:</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed, and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the Bidder wherever spaces are provided in permanent ink. 3. None of the documents should have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 4. The tender documents issued by COGHSTA are not tampered with and the content remains unchanged. 5. Bidders (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate, but not be limited to, Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information, and Company Directors. Bidders must ensure that they are registered on the CSD before submitting the Tenders. 6. Preferential Procurement Regulations 2022 will apply.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is 12:00 am as stated in the Tender advertisement.
4.16	The tender offer validity period is 90 days.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing date.
5.2	The employer shall issue addenda until 10 working days before the tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

5.11.5	<p>The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.</p> $T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$ <p>Where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.5.</p> <p>N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance With 5.11.9.</p> <p>The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:</p> $P_S = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$ <p>where a maximum of 80 points is allocated for price</p> <p> 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 </p> <p>N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2022 (ref: Referencing Schedule), a maximum of 20 points will be awarded to Bidders who complete the referencing schedule and who are found to be eligible for the preference claimed.</p> <p>N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where the maximum points for qualification is 100</p>														
5.11.9	<p>The quality criteria and maximum score in respect of each of the criteria are as follows:</p> <table border="1" data-bbox="373 1149 1340 1655"> <thead> <tr> <th>Quality Criteria</th><th>Maximum Number Of Points</th></tr> </thead> <tbody> <tr> <td>Experience in Similar work carried out in Building Works</td><td>35</td></tr> <tr> <td>Key Personnel</td><td>20</td></tr> <tr> <td>Availability Of Key Plant and Equipment from the Bidder</td><td>20</td></tr> <tr> <td>Bank Rating</td><td>10</td></tr> <tr> <td>Insurance And Securities</td><td>15</td></tr> <tr> <td>TOTAL</td><td>100</td></tr> </tbody> </table> <p>The minimum number of evaluation points to qualify is 70.</p>	Quality Criteria	Maximum Number Of Points	Experience in Similar work carried out in Building Works	35	Key Personnel	20	Availability Of Key Plant and Equipment from the Bidder	20	Bank Rating	10	Insurance And Securities	15	TOTAL	100
Quality Criteria	Maximum Number Of Points														
Experience in Similar work carried out in Building Works	35														
Key Personnel	20														
Availability Of Key Plant and Equipment from the Bidder	20														
Bank Rating	10														
Insurance And Securities	15														
TOTAL	100														

5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the Bidder is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the Bidder is in good standing with SARS according to the Central Supplier Database; c) the Bidder or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the Bidder has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) The Bidder has completed the Compulsory Declaration and there are no conflicts of interest, which may impact on the Bidder's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring Bidders to ensure that there is sufficient capacity to satisfy the anticipated demand.</p> <p>In the event that there is no responsive tender, a contract may be negotiated with the most competitive successful Bidders from an adjacent region.</p>

Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)

Tender No. COGHSTA/019/26/MP

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T.2.1 List of compulsory returnable documents

1 Returnable Schedules required for tender evaluation purposes

The Bidder must complete the following returnable schedules as relevant:

- Attending a compulsory briefing session and signing the attendance register
- Duly signed bid documents (each page initialled), including all the attached SBD forms.
- Legally signed Joint Venture Agreement (in case of a JV)
- Contractor Registration for Incorporation or of a company registration document
- Certified copies of IDs for business directors
- Proof of registration on the Central Supplier Database
- **Minimum required CIDB Grading 3GB/CE/SQ or higher (In the case of a Joint Venture, a consolidated CIDB Grading is required)**
- Valid Letter of Good Standing from the Department of Labour and Employment or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- Fully completed and signed SBD 1, SBD 4, and SBD 6.1.

2 C1.1 Offer portion of Form of Offer and Acceptance

3 C1.2 Contract Data (Part 2)

T.2.2 RETURNABLE SCHEDULES

Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

Signed	Date
Name	Position
Bidder	

Proposed amendments and qualifications

The Bidder should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a Bidder may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Bidder's attention is drawn to clause 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Name

Bidder

Date

Position

Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture, separate declaration in respect of each partner must be completed and submitted.

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
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Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

Section 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|---|--|
| a member of any municipal council | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)

		Current	Within last 12 months

*insert separate page if necessary

Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract?

Yes No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has no other relationship with any of the Bidders or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the Bidder or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the Bidder's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that Bidders avoid conflicts of interest, only submit a tender offer if the Bidder or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any Bidder who engages in fraudulent and corrupt practice. Clause 3.1 also requires Bidders to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct, which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Public Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a Public Entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Preferencing Schedule: Specific Goals

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

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

Note to bidder(s): The bidder(s) 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		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
<u>Locality: Mpumalanga province; District and Local Municipality within which the traditional council is located.</u> (Attach Proof of Company Business Address; Business Registration Document Or Lease Agreement/ PTO With Municipal Account or Water and lights Statement of account)		Within the relevant District (6) Within the relevant Municipality (5) Total=(11)		
Total Points		20 Points		

4. Bid Conditions

- i) The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from shortlisted bidders before final selection;
- ii) The Department reserves the right to call for presentations or interviews with short-listed bidders before final selection, and all short-listed bidders may be required to submit samples at no cost.
- iii) The Department reserves the right to negotiate prices with the preferred bidder/s;
- iv) The lowest offer of any bidder will not necessarily mean to be accepted, and the Department reserves the right to accept the whole or part of any bid;
- v) The Department reserves the right to appoint more than one service provider;

- vi) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered;
- vii) Late and incomplete bids will not be considered.

TECHNICAL FUNCTIONALITY

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

No.	Criteria	Description	Total score
1	<p>Bidder's (Company) Experience</p> <p>Experience of Bidder in Building works/Civil Works/Fencing or Precast Concrete specialist work, Infrastructure Projects successfully completed in the past ten (10) years will be scored as follows:</p> <p>A copy of an Appointment Letter/ purchase order, and Completion Certificate per project is to be attached in order to claim points during the evaluation process.</p> <ul style="list-style-type: none"> ▪ Failure to submit the above will result in no points being allocated during evaluation. 	<p>R5m Projects and above 35 Pts</p> <p>R3m Projects and above 20Pts</p> <p>R2m Projects 10Pts</p> <p>R1m Projects 05Pts</p> <p>Less than R1m 0Pts</p>	35
2	<p>Key staff and their relevant skills</p> <p>The following key staff should form part of the bidder's core team:-</p> <ul style="list-style-type: none"> ▪ Site Agent ▪ Safety Officer ▪ Artisans ▪ Project Manager <p>Attach proof of curriculum vitae (CVs), certified qualifications, and registration with statutory professional bodies (if applicable).</p> <p>Points are scored on copies supplied of the qualifications of Key staff</p>	<p>The points will be allocated as follows:</p> <ol style="list-style-type: none"> 1. Relevant CVs and professional qualifications within the build environment (ALL 4 key staff) -20 pts 2. Relevant CVs and professional qualifications within the build environment (3 key staff only) -15 pts 3. Relevant CVs and professional qualifications within the build environment (2 key staff only) - 10 pts 4. Relevant CVs and professional qualifications within the build environment (1 key staff only) - 05 pts 	20

3	Availability of Key Plant and Equipment From The Bidder Water Tanker (1) Tipper Truck (1) TLB (1) Walk Behind Compactor (BOMAG) (1) Provide Lease agreement or Proof of Ownership.	Owned 5 5 5 5	Leased 2.5 2.5 2.5 2.5	20
4	Bank Rating Issued with a stamp from a reputable bank (bank recognised by RSA government.)	The points will be allocated as follows: 1. A & B grading –10 pts 2. C grading - 8 pts 3. D grading - 5 pts 4. E grading and below – 0 pts		10
5	Insurance and Securities Letter of Intent for all Risk Insurance Letter of Intent for Construction Guarantee No Letter	7.5 Pts 7.5 Pts 0 Pts		15
Grand Total				100

The threshold for pre-qualification is 70% (or a minimum of 70 points) for the Bidder to be selected to participate in a closed tender process.

Bidders that fail to achieve the minimum score for pre-qualification will not be eligible for selection to participate in a closed tender process. A more detailed explanation of the pre-qualification criteria is given above

Note:

Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and specific goals as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

SUPPORTING DOCUMENTS

Bidders are required to submit supporting documents that record evidence of previous work, which substantiate their ability to undertake specific tasks.

The supporting documents for evaluation include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- **Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable**
- Environmental Management Plan (if any)
- Submit a list of all projects completed with contact details, Appointment Letters and Completion Certificates
- Proof of ownership of all machinery and equipment and/or Intent to Hire letters
- Company registration document
- Proof of Registration with Professional Bodies
- Proof of valid CIDB Contractor Grading
- Certified copy of workmen's compensation certificate , Act No. 4 of 2002
- Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002
- Certified copy of Partnership Agreement (if Bidder is a Partnership)
- Curriculum Vitae of the Health and Safety Officer the successful Bidder intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
- Curriculum Vitae of all supervisory staff and safety personnel

1. Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.

2. All Attachments should be properly serialised and an index attached

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are, to the best of my belief, both true and correct.

Signed

Date

.....

.....

Name

Position

.....

.....

Bidder

.....

Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA)

Tender No. COGHSTA/019/26/MP

FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS

C1.1 Form of Offer and Acceptance

Offer

The *Employer*, identified in the Acceptance signature block, has solicited offers to enter into a contract for the provision of works as described in Part 1 of the Contract Data.

The Bidder, identified in the Offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Bidder, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance the Bidder offers to perform all of the obligations and liabilities of the *Contractor* under the contract including compliance with all its terms and conditions for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

This Offer may be accepted by the *Employer* by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document including the Schedule of Deviations (if any) to the Bidder before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the Bidder becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
Bidder:**

Name &
signature of
witness

(Insert name and address of
organisation)

Date

Acceptance

By signing this part of this Form of Offer and Acceptance, the *Employer* identified below accepts the Bidder's Offer. In consideration thereof, the *Employer* shall pay the *Contractor* the amount due in accordance with the *conditions of contract* identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement between the *Employer* and the Bidder upon the terms and conditions contained in this agreement and in the contract, which is the subject of this agreement.

The terms of the contract, are contained in:

Part C1	Agreements and Contract Data, (which includes this Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

In addition, drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable Schedules as well as any changes to the terms of the Offer agreed by the Bidder and the *Employer* during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Bidder shall within two weeks of receiving a completed copy of this agreement, including the Schedule of Deviations (if any), contact the *Employer's* agent (whose details are given in the Contract Data) to arrange the delivery of any securities, bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the *conditions of contract* identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the Bidder receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Bidder (now *Contractor*) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the Parties.

Signature(s)

Name(s)

Capacity

Head of Department

**for the
Employer**

Department of Cooperative Governance, Human Settlements and Traditional Affairs
(COGHSTA)

COGHSTA
Samora Machel, Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name &
signature of
witness

Date:

Schedule of Deviations

1 Subject	
Details	
.....	
.....	
.....	
2 Subject	
Details	
.....	
.....	
.....	
3 Subject	
Details	
.....	
.....	
.....	
4 Subject	
Details	
.....	
.....	
.....	
5 Subject	
Details	
.....	
.....	
.....	

By the duly authorised representatives signing this agreement, the *Employer* and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the *Employer* during this process of offer and acceptance.

By the duly authorised representatives signing this agreement, the *Employer* and the Bidder agree to and accept the foregoing schedule of deviations as the only deviations from the draft contract, as well as any confirmation, clarification or changes to the terms of the offer agreed by the Bidder and the *Employer* during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Bidder of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs (COGHSTA)**

Tender No. COGHSTA/019/26/MP

**FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE,
REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING
WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS**

C.1.2 Contract Data

The General Conditions of Contract for Construction Works, Third Edition, 2015, published by the South African Institution of Civil Engineering, Private Bag X200, Halfway House, 1685, are applicable to this contract and is obtainable from www.saice.org.za.

- **PART 1: DATA PROVIDED BY THE EMPLOYER**

The following contract specific data are applicable to this Contract:

Clause	Description
1.1.1.13	The Defects Liability Period is 06 months
1.1.1.14	The Name of the Employer is the COGHSTA Mpumalanga
1.2.1.2	<p>The Employer's address for receipt of communications is:</p> <p>Physical address: Postal address:</p> <p>AS PER TENDER BULLETIN</p> <p>Telephone: AS PER TENDER BULLETIN</p> <p>Fax: N/A</p> <p>E-mail: <u>N/A</u></p>
1.2.1.2	The address of the Employer's Agent is: TBA
2.4	<p>Variations to the Conditions of Contract are:</p> <p>Add the following at the end of sub clause 2.4.1:</p> <p>" The several documents forming the Contract shall rank in the following order of precedence:</p> <p>1. Contract Agreement,</p>

	2. Form of Offer and Acceptance
Part one - Data provided by the <i>Employer</i>	

Chapter 2

Clause	Description
	<p>3. Contract Data,</p> <p>4. Specification Data,</p> <p>5. Standardized Specifications,</p> <p>6. Drawings (based on task allocation),</p> <p>7. Bill of Quantities (based on task allocation),</p> <p>8. Statutory Regulations,</p> <p>9. Other standard specifications.</p> <p>If the contents of any part of the documents contradict any other part, the document in the highest position on the above order of precedence shall have preference and apply."</p>
4.3.3	<p>Add the following at the end of sub clause 4.3.2:</p> <p>"4.3.3 The Employer and the Contractor hereby agree, in terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993), hereinafter referred to as 'the Act', that the following arrangements and procedures shall apply between them to ensure compliance by the Contractor with the provisions of the Act:</p> <p>(i) The Contractor undertakes to acquaint the appropriate officials and employees of the Contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.</p> <p>(ii) The Contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the Contractor will be fully complied with.</p> <p>(iii) The Contractor accepts sole liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations and expressly absolves the Employer from himself being obliged to comply with any of the aforesaid duties, obligations and prohibitions, with the exception of such duties, obligations and prohibitions expressly assigned to the Employer in terms of the Act and its</p>

	<p>associated Regulations.</p> <p>(iv) The Contractor agrees that any duly authorized officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the Contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the Contractor, or any appropriate records or safety plans held by the Contractor.</p> <p>(v) The Contractor shall be obliged to report forthwith to the Employer and Employer's Agent any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Agent, of such investigation, complaint or criminal charge.</p> <p>The Contractor shall furthermore, in compliance with Constructional Regulations 2003 to the Act:</p> <p>(vi) Acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 5(1) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 6(1) of the Construction Regulation 2014 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment shall be submitted to the Employer for approval within seven (7) days after acceptance of the</p> <p>bid. In addition, shall be implemented and maintained from the Commencement of the Works.</p>
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	<p>(vii) The Employer, or his assigned agent, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2003, to ensure that the Contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Agent, at the request of the Employer or his agent, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his agents are satisfied that the issues in which the Contractor has been in default have been rectified."</p> <p>(viii) Acquaint himself with the requirements of COVID-19 OCCUPATIONAL HEALTH AND SAFETY MEASURES IN WORKPLACES COVID-19 (C19 OHS), 2020, and prepare a Suitably and sufficiently documented COVID-19 health and safety plan as contemplated in COVID-19 (C19 OHS), 2020 for approval by the Employer or his assigned agent. The Contractor's health and safety plan and risk assessment, which includes the COVID-19 safety plan, shall be submitted to the Employer for approval within seven (7) days after acceptance of the bid. The COVID-19 safety plan shall be implemented and maintained from the Commencement of the Works for as long as the declaration of a national disaster published in <i>Government Gazette</i> 43096 on 15 March 2020 remains in force.</p> <p>The Employer and Contractor agree that the Contractor will comply with the provisions of "The Mine Health and Safety Act, (Act 29 Of 1996) as amended by the Mine Health and Safety Amendment Act (Act 72 of 1997).</p> <p>The following arrangements and procedures will apply:</p> <ul style="list-style-type: none"> (i) The Contractor shall himself obtain the Mining Authorization for the sites. (ii) Contractor shall assume responsibility for the Environmental Management Programs (EMP) in respect of the sites and shall ensure that the sites are rehabilitated at the conclusion of the Contract. (iii) The Contractor shall comply with the provisions of the Act and the requirements of the Director: Mineral Development of the Department of Minerals and Energy in making the necessary financial provisions to mine optimally and safety and to rehabilitate the surface of the land concerned satisfactory and to carry out the EMP. All costs incurred in providing a guarantee or other financial provision shall be borne by the Contract. . (iv) This Agreement shall hold good from the date on which the Mining Authorization is issued until the date on which a Closure Certificate is issued in
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	<p>terms of the Minerals Act, 1991.</p> <p>(v) Nothing in this Agreement shall exonerate the Contractor from compliance with any requirements of the Employer's Agent regarding the rehabilitation of sites prior to the issue of a Final Approval Certificate in terms of clause 5.16.2 of the General Conditions of Contract (2015).</p> <p>(vi) The Contractor shall undertake all the duties and accept all the responsibilities of the owner in compliance with the requirements of the Act as amended.</p> <p>The Contractor accepts responsibility for compliance with the Act, as amended, by all his sub-contractors whether or not selected and/or approved by the Employer.</p>
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5.3.1	<p>The documentation required before commencement with Works execution are:</p> <ul style="list-style-type: none"> • Health and Safety Plan (refer to clause 4.3.1) • Initial programme (Refer to clause 5.6.1) • Security (Refer to clause 6.2.1) (vii) Insurance (Refer to Clause 8.6.1)
5.3.2	<ul style="list-style-type: none"> • The time to submit the documentation required, before commencement with Works execution is 07 calendar days.
5.4.2	The access and possession of site shall not be exclusive to the Contractor.
5.8.1	<p>The non-working days are public holidays and Sundays. The special non-working days are:</p> <p>The year-end break from AS PER SAFCEC To Be Announced</p>
5.13.1	The penalty for failing to complete the Works is: is 0.05 % of the Total Tender Sum per Calendar Day

5.14.1	Practical completion is reached when: The Task Order is completed and handed over to the Department
5.16.3	The latent defect period is 06 months after date of completion
6.8.2	This contract does include for contract price adjustment
6.8.3	Price adjustments for variations in the costs of special materials are not permissible.
6.10.1.5	The percentage advance on materials not yet built into the Permanent Works is 80%
6.10.3	The limit of retention money is 10%
8.6.1.1	A coupon policy for Special Risks Insurance issued by the South African Special Risks Insurances Association is required.
8.6.1.2	The limit of indemnity for liability insurance is subject to the value of the task order issued.
10.5.2	Dispute resolution shall be ad-hoc adjudication.
Special Clause	The Contractor's CIDB grading must remain active at the same or higher level as at time of appointment, should the grading be suspended, downgraded and or expire the Contractor will only be allowed 21 days to remedy such and failure could result in termination of the Contract.
<p>• PART 2: DATA PROVIDED BY THE CONTRACTOR</p> <p>The Contractor is advised to read the <i>General Conditions of Contract for Construction Works</i>, Third Edition (2015) published by the South African Institution of Civil Engineering, in order to understand the implications of this Data which is required to be completed.</p> <p>Each item of data given below is cross-referenced to the clause of Conditions of Contract to which it mainly applies.</p>	

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**Department of Cooperative Governance, Human Settlements and
Traditional Affairs (COGHSTA)**

Clause	Description										
1.1.1.9	<p>The Contractor is</p> <p>..... The Contractor's</p>										
1.2.1.2	<p>address for receipt of communications is:</p> <table style="width: 100%;"> <tr> <td style="width: 50%;">Physical address:</td> <td style="width: 50%;">Postal address:</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> <tr> <td>.....</td> <td>.....</td> </tr> </table> <p>Telephone:</p> <p>Fax:</p> <p>E-mail:</p>	Physical address:	Postal address:
Physical address:	Postal address:										
.....										
.....										
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.....										

Tender No. COGHSTA/019/26/MP

**FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT, MAINTENANCE,
REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING WORKS AND FENCING
WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36 MONTHS**

C.2 Pricing Data

The Pricing Data associated with a Task Order is established in the associated Task Order.

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be negotiated with COGTA and should an agreement be reached between COGTA and the tenderer applied for forecasting and subcontracting where applicable.
3. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
4. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
5. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
6. Tenderers must furnish unit prices for the listed products only.
7. All costs including administration, health and safety, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
8. The tenderer shall be deemed to have insured themselves and the services they are rendering.

C.2.4 Bill of Quantities (BOQ)

Not applicable: Evaluation will be based on functionality.

**Department of Cooperative Governance, Human Settlements and
Traditional Affairs (COGHSTA)
(COGTA)**

Tender No. COGHSTA/019/26/MP

**FRAMEWORK CONTRACT FOR CONSTRUCTION, REFURBISHMENT,
MAINTENANCE, REPAIRS, SUPPLY AND DELIVERY OF GENERAL BUILDING
WORKS AND FENCING WITHIN MPUMALANGA PROVINCE FOR A PERIOD OF 36
MONTHS**

C3: Scope of work

1 Introduction

The Mpumalanga Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA) intends to appoint panels of service providers for construction, refurbishment, maintenance, repair and implementation of buildings and facilities within Mpumalanga Province.

1.1 COGHSTA's objectives

COGHSTA's objective is to put in place a number of regional framework agreements for a range of goods, services, and works, which can be readily accessed by municipalities and other organs of state in order to make a significant contribution to meeting the Cabinet's objectives relating to improvements in reliable buildings and facilities.

COGTA's objective in entering into a framework contract over a three-year term with contractors for the construction, refurbishment, maintenance, repair and implementation of buildings and facilities within Mpumalanga Province, on an as and when instructed basis.

1.2 Overview of the works

The Contractors shall be capable of delivering construction, preventative, reactive and scheduled maintenance in all the areas of expertise listed below. The maintenance contract shall be categorised as follows:

- i. Planned or Preventive maintenance.
- ii. Ad-hoc or Breakdown Maintenance.
- iii. Upgrading and renewal of buildings and facilities.
- iv. Construction of Buildings and facilities, including Fencing.
- v. Construction of Traditional Council Offices

1.3 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality
- Nkangala District Municipality
- Gert Sibande District Municipality

2 General requirements

2.1 The Contractor shall, in providing the Works, observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (items manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) Fit for their intended purpose; and
- b) Capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period within industry accepted norms.

3 Project Management

- 3.1. The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities in Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

Ehlanzeni District	Gert Sibande District	Nkangala District
Bushbuckridge	Chief Albert Luthuli	Dr. JS Moroka
City of Mbombela	Dipaleseng	Emakhazeni
Nkomazi	Dr. Pixley Ka Isaka Seme	Emalahleni
Thaba Chweu	Govan Mbeki	Steve Tshwete
	Lekwa	Thembisile Hani
	Mkhondo	Victor Khanye
	Msukaligwa	

- 3.2. The Project Implementation must take place within 7 working days of placing an official order except for long lead special material as determined by the employer.
- 3.3. The project location shall be indicated on the official Task order.
- 3.4. Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.
- 3.5. Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 3.6. The Employer shall place task orders as and when required during the contract period.
- 3.7. An official task order must be issued before any delivery may be made to the site.
- 3.8. Upon delivery of works, the supplier must ensure that the employer's representative on site signs the completion certificate. The supplier must attach the completion certificate to the invoice for processing of payment.
- 3.9. The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).

- 3.10. Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

4. Location of the works

- 4.1. The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.

5. Quality and quantities:

5.1. Quality Standards:

- I. Special brands, where named, are used to indicate the standard of quality desired. Bidder's equal/similar item will be considered, provided that the Bidder specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- II. In the event the employer elects to accept an alternative item purported to be equal/similar by the Bidder, the employer may request the Bidder to provide samples of the alternative offer for testing and inspection at no extra cost. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

- 5.2. Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

- 5.3. No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

6. Information:

- 6.1. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.
- 6.2. The tender must be valid for 90 (ninety) days after closing date.
- 6.3. The contract period will be from date of commencement until 36 months thereafter.
- 6.4. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the contractor will be liable for any expenses incurred as effect thereof.

7. Technical Requirements

Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied.

8. Drawings

- 8.1. In some cases, design drawings/ details shall be provided and in other cases not.

9. General

The Contractor shall:

- a) Provide a weekly progress report covering work, which is the subject of a Task Order (or as required by the employer).
- b) Be required to participate in regular progress meetings.

10. Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

11. Procurement

COGTA shall invite bidders for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide services relating to the refurbishment, maintenance, repair and implementation of Roads and Storm water infrastructure within each of the three (3) District Municipalities within Mpumalanga Province.

COGTA shall enter into framework contracts with successful Bidders. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreement and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the General Conditions of Contract for Construction Works, 2nd Edition of 2015)).

11.1. Promotion of secondary (developmental) procurement objectives

11.1.1. The Contractor shall achieve in the execution of a Task Order key performance indicators, which promote a **range** of secondary procurement objectives including those relating to local economic development, local labour and skills development.

11.1.2. The Contractor shall provide in a format acceptable to the Project Manager, monthly data that facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

12. Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour (CWP and EPWP) specified in a Task Order.

13. Communications

All communications with the Employer, which are made in terms of the contract, should be made using the standard templates provided by COGHSTA.

14. Issuing of Task Orders

The Employer will issue Task Orders in accordance with the provisions of the latest edition of the National Treasury Standard.

15. Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

C4 PROJECT SPECIFICATIONS

High Level Activities to be undertaken by the Service Provider

- Implement projects as per the task order.
- Compilation & Submission of Implementation Plan/s.
- Oversee the execution of the tasks on site.
- Conduct Risk Assessment and implement mitigation measures.
- Quality Control and Management
- Coordination & Reporting.
- Based on the above and any required activity, take liability for the works under implementation
- Training of operational staff
- Project handover and commissioning

1.1.1. Section A: Civil Works

- The material to be procured shall comply with the Standardized and Particular Specifications applicable to this contract are listed below.
- SANS 1200
- SANS 2001BE1
- SANS 2001BS1
- SANS 2001CC2
- SANS 2001CG1
- SANS 2001CM1
- SANS 2001CS1
- SANS 2001CT2
- SANS 2001DP1
- SANS 2001DP2
- SANS 2001DP3
- SANS 2001DP4
- SANS 2001DP5
- SANS 2001DP6

- SANS 2001EM1
- DWS standards
- NHBRC standards
- Public Works Norms and standards

1.2. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4
-

1.3. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule, 80/20.

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

None

6. PLANT AND EQUIPMENT

As required by the task order

7. MANAGEMENT

7.1. SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

SANS 1921-1, Construction and management requirements for works contracts – Part 1: General engineering and construction works

Clause	Specification data
---------------	---------------------------

8. ESSENTIAL DATA

8.1. The notice period for delivery is 07 working days

8.2. The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.

8.3. Services which are known to exist on the site are varied.

8.4. The duration of the contract is 36 months.

8.5. SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011-265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

8.6. Management meetings

A Schedule of meetings will be agreed with the service provider.

8.7. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific details relating to Contract Participating Goals (CPG).

8.8. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information is attached to the claim for payment.

Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGHSTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... Contract skills development goal

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... Specification data

..... *Specification for direct employment generated in the refurbishment, repair, maintenance and implementation of buildings and facilities infrastructure*

The Contractor shall achieve or exceed a contract local enterprise goal as stated in the SLA in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the refurbishment, repair, maintenance and implementation of Roads and storm water infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... Specification for direct employment generated in the refurbishment, repair, maintenance and implementation of buildings and facilities infrastructure

The Contractor shall achieve or exceed a contract local direct employment goal as stated in the SLA in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be as per the SLA

The geographic area, which applies to local people, is as per the SLA.

14. COMPULSORY BRIEFING SESSION

There will be a compulsory briefing session.

25 February 2026, 10:00 Ehlanzeni, Valencia Community Hall, Mbombela

26 February 2026 Nkangala, 11; 00 Nazareth Community Hall, Middleburg

27 February 2026 Gert Sibande, 11; 00 Cassim Park Community Hall, Ermelo

Bidders are requested to submit email queries related to the bid. All email queries are to be submitted by the 04 March 2026. Email questions and answers will be consolidated and posted on the Departmental website (<https://cogta.mpg.gov.za>) for the benefit of all bidders by the 11th March 2026.

Bidders, who require clarity, may contact the relevant contacts as indicated below:

15. CONTACT PERSON

Technical Enquiries:

Ms. FZ Mkulisi

COGHSTA – Municipal Infrastructure

Telephone: (013) 766 6519/073 426 0533

E-mail: mkulisifz@mpg.gov.za

Or

Mr. R. Ntshanana

COGHSTA – Engineering Services and Quality Assurance

[Tel:013](tel:01365610660832880022) 656 1066/083 288 0022

Or

Mr. M. Seabi

COGHSTA – Project and Programme Management

[Tel:017](tel:01781196060733338214) 811 9606/073 333 8214

Supply Chain-related Enquiries

Mr. M.M Gumede/ Ms. R.S Motsilanyana/Mr. E.E Sibiya

COGHSTA – Supply Chain Management

Telephone: (013) 766 6819/6424/6969

E-mail: mgumede@mpg.gov.za/ rsmotsilanyana@mpg.gov.za/ eesibiya@mpg.gov.za



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 RExpected duration
of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company?..... YES NO
If "YES" provide details

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: _____ to apply to and receive from
SARS the applicable Tax Clearance Certificate on my/our behalf.

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) falls 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.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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.

SBD4

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:

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

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:

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

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender/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		3 points		
Disabled; Attach Proof		3 points		
Youth		3 points		
<u>Locality:</u> Mpumalanga province; District and Local Municipality within which the traditional council is located. (Attach Proof of Company Business Address; Business Registration Document Or Lease Agreement/ PTO With Municipal Account or Water and lights Statement of account)		Within the relevant District (6) Within the relevant Municipality (5) Total=(11)		
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:

.....

.....

.....

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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34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 "Corrupt 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

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation 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.

Js General Conditions of Contract (revised July 2010)