PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS & INFRASTRUCTURE					
BID NUMBER:	LDPWRI-P/20658	CLOSING DATE:	21 July 2026	CLOSING TIME:	11:00
DESCRIPTION	ACQUISITION /PROVISIONING OF OFFICE ACCOMODATION FOR THE DEPARTMENT OF EDUCATION: HLANGANANI CIRCUIT OFFICE				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*

CORNER BLAAUWBERG & RIVER STREET

LADANNA

0699

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms MALAPANE HS	CONTACT PERSON	Mr BALOYI
TELEPHONE NUMBER	015 284 7531	TELEPHONE NUMBER	015 284 7465
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	Malapanehs@dpw.limpopo.gov.za	E-MAIL ADDRESS	Baloyimt@dpw.limpopo.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: **PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of Bidder…… Bid number…**LDPWRI-P/20658**
……

Closing Time 11:00 …… Closing date…**21 July 2026**
……

OFFER TO BE VALID FOR…**120**……DAYS FROM THE CLOSING DATE OF BID.

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)

- Required by: ……
- At: ……

- Brand and model ……
-
- Country of origin ……

- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s) ……
- Period required for delivery ……
- Delivery: *Firm/not firm

** "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

*Delete if not applicable

PRICE ADJUSTMENTS

A NON-FIRM PRICES SUBJECT TO ESCALATION

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES

2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1-V)Pt\left(D1\frac{R1t}{R1o} + D2\frac{R2t}{R2o} + D3\frac{R3t}{R3o} + D4\frac{R4t}{R4o}\right) + VPt$$

Where:

Pa	=	The new escalated price to be calculated.
(1-V)Pt	=	85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
D1, D2..	=	Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
R1t, R2t.....	=	Index figure obtained from new index (depends on the number of factors used).
R1o, R2o	=	Index figure at time of bidding.
VPt	=	15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest1 in the enterprise,

employed by the state? **YES/NO**

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?
YES/NO

2.3.1 If so, furnish particulars:

.....

.....

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.

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

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

ANNEXURE A

LIMPOPO PROVINCE
DEPARTMENT OF EDUCATION

TENDER SPECIFICATION

FOR OFFICE ACQUISITION OR PROVISION FOR THE DEPARTMENT OF EDUCATION

LOCATION	Chavhani village/ surrounding	Compulsory
GRADE	A-Grade	
CONDITIONS	New Building or Existing Office	
LEASE PERIOD	07 Years	
EXISTING BUILDING	Approved Building Plans and OHS Requirements. Signed Offer to Purchase or Valid Lease Contract acceptance by the Seller/Lessor [Original may be required].	Office accommodation to be readily available or to be made available for occupation within 90-days of appointment.
NEW BUILDING CONSTRUCTION	Proof of land and ownership OR Signed Offer to Purchase and Concept Design on A3/A2 Album and Disc (in colour). - Strictly Offer and Acceptance by the Seller and the Buyer required [Original may be required].	Office accommodation to be readily available or to be made available for occupation within 36 months of appointment with ALL APPROVED PLANS & OHS REQUIREMENTS.
LETTABLE SPACE	506 M^2	
PARKING BAYS	27 Parking Bays.	2 parkings should be lock-up garages.
UPS	Solar/Invetor/Generator power supply	Compulsory
WATER BACK-UP	2000-4000 Litres with power pump supply.	Compulsory
EVALUATION CRITERIA	Admin compliance, functionality and price and specific goals.	Compulsorily, bidders to fill the SBD forms attached.

SPECIAL NOTES:

DISCLAIMER: - THE DEPARTMENT OF PUBLIC WORKS, ROADS AND INFRASTRUCTURE RESERVES THE RIGHT TO ACQUIRE OWNERSHIP OF THE PROPERTY UPON THE EXPIRY OF A PERIOD OF 7 YEARS FROM THE COMMENCEMENT OF THE LEASE AGREEMENT, OR AT ANY EARLIER DATE AS MAY BE DEEMED APPROPRIATE, SUBJECT TO THE PREVAILING MARKET VALUE AT THE TIME OF ACQUISTION. THE MARKET VALUE SHALL BE DETERMINED BY A PROFESSIONAL VALUER APPOINTED BY THE DEPARTMENT. IN THE EVENT THAT THE VALUATION IS DISPUTED BY THE LANDLORD, THE DEPARTMENT MAY, AT ITS DISCRETION, CONSENT TO AN INDEPENDEDNT VALUATION CONDUCTED EITHER BY A PRIVATE PROFESSIONAL VALUER ACCEPTABLE TO BOTH PARTIES OR BY A DULY CONSTITUTED BOARD OF VALUERS RECOGNIZED BY THE GOVERNMENT. FURTHERMORE, THE REQUIRED PARKING BAYS MAY BE SUBJECT TO THE LOCAL AUTHORITY LIMITATION(S) FOR THE AREA WHERE THE OFFICE IS LOCATED IN THE RESPECTIVE CITY/TOWN/TOWNSHIP IN TERMS OF MUNICIPAL BY-LAWS.

BIDDERS WHO FAIL TO ATTAIN ATLEAST 70% UNDER FUNCTIONALITY SHALL NOT PROCEED TO EVALUATION ON SPECIFIC GOALS.

BRIEFING SESSION IS COMPULSORY. (BIDDERS WHO WOULD HAVE NOT ATTENDED THE COMPULSORY BRIEFING SESSION SHALL BE DISQUALIFIED)

NO FACILITY CAN BE PROVIDED ALONG ANY FLOODLINE.

THROUGHOUT THE TENURE OF THE LEASE, MAINTENANCE SHALL BE FOR THE LANDLORD/ DEVELOPER'S ACCOUNT.

EVALUATION CRITERIA

STAGE 1: ADMINISTRATIVE REQUIREMENTS / COMPLIANCE

1.1	**ADMINISTRATIVE REQUIREMENTS / COMPLIANCE** Non-submission of the following will lead to bids being disqualified: ▪ Fully completed SBD forms (SBDs 1, 3.2, 4, 6.1& GCC) ▪ Bidders must be registered on CSD. ▪ Forms must be completed in full, with black ink. ▪ Usage of correction fluid is not allowed. ▪ An authorized person must sign off the document and must initial any correction made on the document. (Attach Power of Attorney/authority for signatory). ▪ Prices must be written in both figures and in word on the Form of Offer. ▪ Form of Offer must be duly signed and completed. ▪ Inclusion of VAT by non-VAT vendors will be regarded as non-compliance.	
1.2	**The following are regarded as disqualifiable and non-compliance to administrative requirements:** • Price amendments without signature. • Usage of correction fluid. • Completion of the bid document with a pencil. • Inclusion of VAT by non-VAT vendors.	

STAGE 2: FUNCTIONALITY CRITERIA APPLICABLE

Note 1: *Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference. Failure to meet minimum functionality may result in the tenderer being disqualified.*

Functionality criteria: (EXISTING BUILDING)	**Weighting factor**
1. Location *a. Geographic location* *The premises should be located within the CBD* *CBD = 30 points* *CBD periphery = 20 points* *Industrial = 10 points* *Residential = 05 points*	*30*
2. Accessibility *The premises must be on or accessible to public transport routes* *a. 0km to 2km = 20 points* *b. 2.1km to 4km = 15 points* *c. 4.1km to 6km = 10 points* *d. Above 6.1km = 5 points*	*20*
3. Building specification *a. Stand Alone = 20 points* *b. Multi-Tenanted = 10 points*	*20*
The points allocated to each functionality should not be generic but should be determined separately for each tender on a case by case basis.	
4. Suitability 1 (Electrical and Mechanical): In line with the National Department of Public Works and Infrastructure`s Green Building policy dated 31 May 2018. *a. Availability of any green star rating certificate from Green Building Council of South Africa. = 10 points* *b. Commitment letter from the bidder to make available the following: Energy Efficiency (LED, Solar geyser and sky light), Natural Ventilation System, Air conditioner (Energy saving) per office, contactless taps and waste management (recycle bins) = 5 points* *c. No commitment letter from bidder attached to make available any of the above. = 0 points*	*10*
5. Suitability 2 – Security measures: *a. Burglar proofing in main entrance doors and stores (windows & doors), fencing & cylinder locks = 10 points* *b. Burglar proofing (windows & doors) and fencing = 5 points* *c. No burglar proofing (windows & doors) fencing/cylinder locks =0 points*	*10*
6. Existing Building Commitment *Commitment render building available in 45 days = 10 points* *Commitment render building available in 90 days = 05 points*	*10*

TOTAL	**100 Points**

Functionality criteria: (NEW CONSTRUCTION BUILDING)	**Weighting factor**
1. Location *a. Geographic location* *The premises should be located within the CBD* *a. CBD = 20 points* *b. CBD periphery = 15 points* *c. Industrial = 10 points* *d. Residential = 05 points*	*20*
2. Accessibility *The premises must be on or accessible to public transport routes* *a. 0km to 2km = 20 points* *b. 2.1km to 4km = 15 points* *c. 4.1km to 6km = 10 points* *d. Above 6.1km = 5 points*	*20*
3. Building specification *a. S Stand Alone = 30 points* *b. Multi-Tenanted = 15 points*	*30*
The points allocated to each functionality should not be generic but should be determined separately for each tender on a case by case basis.	
4. Suitability 1 (Electrical and Mechanical): In line with the National Department of Public Works and Infrastructure`s Green Building policy dated 31 May 2018. *a. Availability of any green star rating certificate from Green Building Council of South Africa. = 10 points* *b. Commitment letter from the bidder to make available the following: Energy Efficiency (LED, Solar geyser and sky light), Natural Ventilation System, Air conditioner (Energy saving) per office, contactless taps and waste management (recycle bins) = 5 points* *c. No commitment letter from bidder attached to make available any of the above. = 0 points*	*10*
5. Credit /Bank Rating: *5.1. Financial Credibility* *Provide Bank rating from banking institution to justify credit risk* *Bank Rating "A" = = 10 points* *Bank Rating "B" = = 05 points* *Bank Rating "C" = = 03 points* *Bank Rating "D" = = 02 points* *Bank Rating "E" = = 01 points* *No rating provided = = 00 points*	*10*
6. New Building Completion Commitment *Commitment to complete construction in 18 months = 10 points* *Commitment to complete construction in 36 months = 05 points*	*10*

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SBD 6.1

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

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

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

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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 80/20 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

c) The 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

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:

80/20 **or** **90/10**

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps	=	Points scored for price of tender under consideration
Pt	=	Price of tender under consideration
Pmax	=	Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	**Number of points claimed (80/20 system) (To be completed by the tenderer)**
Enterprises owned by People with Disabilities (**Attach Disability certificate issued by health professionals**)	2	
Enterprises owned by Women (**Attach Central Supplier Database (CSD)**.)	7	
Small, Medium and Micro Enterprises (SMMEs). (**Attach Central Supplier Database (CSD)**.)	2	
Enterprises owned by Youth. (**Attach Central Supplier Database (CSD)**.)	4	
Enterprises located in Limpopo Province (**Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council**)	5	

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

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: .....

.....

.....

.....

Compliance with objective criteria for preferential procurement, applicable to leasing services.

The Department of Public Works, Roads and Infrastructure will leverage this opportunity in acquiring office accommodation for itself and clients to advance TRANSFORMATION, EMPOWERMENT and ECONOMIC INCLUSION.

SPECIFICATION ON MINIMUM REQUIREMNTS – OFFICE ACCOMMODATION.

SPECIFICATION FOR MINIMUS REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY

REQUIREMENTS:

1. GENERAL

This specification forms part of the Tender document / written offer of the tenderer and must be initialed and submitted along with all other documents.

Any requirements laid down in this specification shall be considered as supplementary to those set out in the written offer of the tenderer and on the drawings. The fact that the Department checked the documentation and approved thereof does not exempt the tenderer from the responsibilities with regard to the fulfillment of the requirements of this specification.

2. CONSTRUCTION AND APPEARANCE OF THE BUILDING

The design, construction and appearance of the building, including the internal and external finishes shall be of a standard acceptable to the Department of Public Works Roads and Infrastructure. The building shall be fully assessable to handicapped persons. Ramps and lifts to be provided.

The building must comply with the National Building Regulations as proclaimed by the National Building Regulations and Building Standards Act (Act 103 of 1977) as well as the Occupational Health and Safety Act 1983 (Act 85 of 1993), as amended. A certificate to this effect must be submitted.

3. SECURITY

The following security measures shall be complied with:

(a) All entrances to the building, which shall be limited to the minimum, must afford entry through one or more access control points.

(b) External walls of floors, up to at least 1 meter above floor level, shall be of a heavyweight structure such as 220mm thick brick or 190mm thick concrete.

Security of government property is of great importance due to the function being fulfilled. Reachable window openings must be protected with burglar bars and windows of storage rooms must have burglar bars in front of the entire window. Entrance halls must be equipped with a counter for security purposes. Security gates / secure access control shall also be provided at the entrance of the building.

NB: The facility should provide for an emergency assembly point of not less than 1% of the gross building.

4. MATERIAL AND FINISHES

All walls and ceilings, whether painted or finished otherwise, shall be of a neutral colour.

Walls of tea kitchens, stairs, entrance halls and toilets shall be washable, hardwearing, and acceptable to the Department of Public Works, Roads and Infrastructure.

5. AIR-CONDITIONING

Air-conditioning is a requirement and should be conducive for work environment and ICT facilities.

6. FACILITIES FOR CLEANERS

On every floor of a multi-storey building or for every 1350m^2 gross floor area a cleaner's room of not less than 3m^2 shall be provided as a storeroom for cleaning equipment and material. It shall be provided with a drip sink, 4m long shelves and sufficient cross ventilation, preferably by means of an outside window.

7. FLOOR COVERING

Floor covering must be of an acceptable standard and quality, and further to be discussed with the Department and be agreed upon

8. ROOM AREAS AND PARTITIONS

Moveable partition walls shall be used to divide the total floor area of the building into office and other areas as required. The walls shall have a noise reduction factor of not less than 45dB within a range of 100 to 1000 hertz. The factor has a bearing on complete wall sections including glass and doors if any.

9. FLOOR TO CEILING HEIGHTS

A clear floor to ceiling height or as close as possible to 2,7 m throughout shall be maintained in all general areas of the building. Where a certain function inside a building necessitates a higher floor to ceiling height, the specific area will be identified and the height specified as part of the accommodation particulars. Conduits, water pipes, air ducts and other services shall not be visible underneath the ceiling in offices and public areas.

10. RECORD ROOMS

Record rooms shall be rooms with category 1 record room door which can be opened from both sides and which comply with SABS Specification 949. Record room walls shall be of masonry of not less than 220mm thick or of concrete of not less than 150mm thick or of such structure approved by the Department of Public Works, Roads and Infrastructure and must have fire resistance of at least 1½ hours except if specified otherwise by the Department of Public Works Roads and Infrastructure.

11. DOORS, LOCKS AND KEYS

All offices shall be provided with a door of at least 900mm wide and each fitted with a good quality five pin cylinder lock with two keys fitting one lock only and which shall be handed over to the departmental representative upon occupation of the building. Two master keys, which can unlock the locks of all offices, shall also be provided.

12. TOILET FACILITIES

The following norms shall be applied:

Male - staff and public
One WC for every 15 persons to a total of 60 and thereafter one for every 35 additional persons or part thereof. One urinal for every 15 persons to a total of 30 and thereafter one for every 30 additional persons or part thereof. One wash hand basin for every two WC's.

Female - staff and public
One WC for every 10 persons to a total of 60 and thereafter one for every 20 additional persons or part thereof. One wash hand basin for every two WC's.

Handicapped persons
Toilet facilities for handicapped persons have to be provided according to norms and standards.

13. TELEPHONES AND FAXSIMILE MACHINES

Each office, conference room and security control area shall be fitted with a telephone connection facility in accordance with the requirements of telco Service Providers.

The user department itself will negotiate with Service Provider as to the number of telephone lines that are to serve the building, but the owner of the building shall make provision for conduits, draw wires and cable trays.

Connecting points for fax-machines and other related unified communications infrastructure will be discussed with the successful Tenderer prior to occupation.

14. POWER POINTS

Offices and other rooms where electrical appliances can be used, shall be provided with 15 A socket outlets. In offices two socket outlets shall be provided for every 12m^2 or part thereof. The Department of Public Works Roads and Infrastructure shall indicate any additional socket outlets, which are required, in the accommodation particulars for individual services. The wiring and securing of electrical circuits shall be such that an electrical heater as well as computer equipment can be run from the socket outlets in each office.

Due to the fact that the Department will be serviced by a computer network system sufficient provision must be made for conduits for cabling and provision of additional power points will be needed and red plugs connected to power back up system. Three phase power in line with requirements for connection to and uninterruptable Power Supply and Server room computer systems is required,

The building should be supplied with a stand-by generator and stand-by water tank.

15. LIGHTING

Each office shall be provided with its own light switch in a suitable position near the door. Separate switches for the storage and offices. Lighting conforming to the following standard must be provided:

Reception areas	100 lux
General offices	300 lux
Drawing offices	500 lux
Passages	50 lux
Auditoriums	100 lux
Conference rooms	100 lux
Classrooms	200 lux
Libraries	300 – 400 lux
Store rooms	200 lux
Parking	n50 lux

The lighting levels all measured at working plane.

16. INSPECTION

The Department of Public Works Roads and Infrastructure considers it a condition of contract that in consultation with the lessor and with reasonable frequency during the process of refurbishment its inspector shall be given access to the building to ensure that the specified minimum standards are complied with. The inspector's approval of any part of the building does not exempt the owner from complying with any of these minimum standard requirements. A deviation from the requirements may only be allowed with written permission from the Department of Public Works, Roads and Infrastructure.

17. SIGNAGE

The lessor must provide signage indicating Office numbers, fire escapes, Fire Hoses/Cylinders, as well as toilets and disabled
Routes /facilities.

18. PEOPLE WITH DISABILITIES

The Department of Public Works Roads and Infrastructure makes it a condition that the building must be sensitive to the people with disabilities, giving them ease of access and usage. Refer to the National Building Regulations.

19. **GENERAL**

a. Emergency exits and fire-fighting equipment must be provided according to the National Building Regulations.

b. The trunking servicing the building must conform to the latest technological standards.

c. Parking space must be available in the building.

Parking spaces available:

Closed covered parking (lockable) _____

Covered open car-port _____

d. This accommodation is needed as a matter of urgency and available accommodation will therefore be occupied as soon as possible.

d. All items should comply with the National Building Standards.

e. Enclosed herewith is the Government's Standard Lease Agreement.

OFFICE ACCOMMODATION NEEDED

DEPARTMENT OF EDUCATION

The office space required for this Department must be in line with the attached organogram / space norm and the areas allocated to each post.

NB: Office areas as shown are only minimum indications of the office areas needed. This does not include entrance halls, pathways, toilets etc. and is the net area needed and should only be used as a guideline. Tenderers must also deliver the total gross area that they offered.

* Storage areas should comply with the permitted workload according to the National Building Regulations for filing and storage areas (5k N/m2)

QUESTIONNAIRE

If the required information regarding each item cannot be completed in the space allowed, additional information may be supplied on a separate sheet with distinct reference to the particular questionnaire number

A DETAIL OF PROPERTY/ ACCOMMODATION PRESENTED

1 _____

2. Physical Address

_____

3. Address of building

_____

4. Stand number

_____

5. Municipal valuation if whole building is involved:

_____

6. Name of building

_____

Short description of improvements

_____

_____

_____

7. Finishes of tender accommodation:

Floors _____

Walls _____

Ceilings _____

8. Gross floor area of accommodation _____

9. Nett area available for office and related facilities: _____

10. Air-conditioning: Type _____

B. TENDER PARTICULARS

1. Expiry date of tender: _____

2. Occupation date: _____

3. Date of Commencement of Agreement: _____

4. If subject to existing lease agreement : Date of expiry: _____

5. Renewal date: _____
6. Useable net floor area:
   (does not include ablution and circulation areas) _____

7. Also note gross floor area:

   Ablution: _____ Circulation area_____
   (Passages)

8. Value Added Tax Number

9. Rentable area (monthly rate)

Offices:	R	/m² +VAT	R	/m²	TOTAL	R	/m²
Stores:	R	/m² +VAT	R	/m²	TOTAL	R	/m²
Other:	R	/m² +VAT	R	/m²	TOTAL	R	/m²

10. Available parking (quantity and area per parking):

Covered:	(Quantity)	(Area)
Open:	(Quantity)	(Area)
Tandem:	(Quantity)	(Area)
Other:	(Quantity)	(Area)

11. Lettable parking (monthly rate):

Covered	R	Each +VAT	R	Each = Total:	R	Each

Open	R	Each +VAT	R	Each = Total:	R	Each
Tandem	R	Each +VAT	R	Each = Total:	R	Each
Other	R	Each +VAT:	R	Each = Total:	R	Each

12. Total rent per month (VAT included):

TOTAL:	Offices:	R
	Parking:	R
GRAND TOTAL:		R

13. Alternative tender: NOTE: Each tender must be completed on a separate form.

TENDER TYPE: _____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

_____

Amount concerned: _____

VAT: _____

TOTAL AMOUNT: _____
(Amount carried to Form of Tender)

14. Rent adjustment (escalation 7.5% per annum) _____

15. Value added tax number (VAT No.) _____

16. Sketches or drawings of the office accommodation must be supplied for evaluation. Complete details must be supplied:

_____

_____

C. RESPONSIBILITIES
(Mark where applicable)

Liabilities for the payment of maintenance, repairs and other expenses will be as set-out in clause 13 of the Government's Standard Lease Agreement.

GOVERNMENT	LESSOR	ESTIMATED COST PER MONTH (must be indicated)

1. Water consumption _____
2. Electricity consumption _____
3. Sanitary services _____
4. Refuse removal _____
5. Domestic cleaners _____

6. Toilet paper, soap, towels, etc. _____

7. Overheads _____

8. Maintenance:

Internal: overall: _____

Internal: normal wear and tear: _____

External: _____

Garden: _____

9. Cost of tenant requirements: _____

10. Air-conditioning maintenance: _____

11. Escalator maintenance: _____

12. Security system maintenance: _____

13. Floor finishes: normal wear and tear: _____

14. Cost of Agreement: _____

15. Stamp duty (Lessor is responsible under Article 77 of 1968): _____

16. Assessment rates increases: _____

17. Insurance increases: _____

	GOVERNMENT	LESSOR	ESTIMATED COST PER MONTH (must be indicated)
18. SASRIA insurance			
19. Municipal service tariff increase			

20. Fire extinguishing equipment: _____

21. Other conditions not listed:

a) _____

b) _____

D. AGREEMENT

Mark where applicable

1.	Agreement of the Government	YES	NO
2.	Language preferred	English	Afrikaans

E. DETAILS OF PAYMENT

1. Person/Company to whom the cheque must be issued _____

2. Postal address _____

_____

3. Code _____

F. INCOME TAX REFERENCE NUMBER

(In terms of Section 69 of the Income tax Act 1962
Article 58 of 1962 as amended) _____

G. REMARKS

_____

_____

_____ _____

**SIGNATURE OF OWNER/
AUTHORISED REPRESENTATIVE** **DATE**

Specification for acquisition of office accommodation for the Department of Education- Hlanganani Circuit office

Limpopo Department of Education- Hlanganani Circuit

Department of Education-Hlanganani Circuit: Circuit Manager's office					
Description	Quantity	Space Norm (m²)	Space needed (m²)	Sub-total of space required (m²)	
Circuit Manager's office	1	24	24		
Bathroom with shower and Toilet	1	3,5	3,5		
Paraplegic Toilet (Male & Female)	1	3,5	3,5		
Interlinking office (PA's office)	1	10	10		
Smoking Area	1	2	2		
Waiting Area	1	12	12		
Store Room (Food staff)	1	4	4		
Store Room	1	6	6		
Exam Strong Room	1	8	8		
Total no of offices and space required for CM	9		73		
Designation	Levels	Space Norm (m²)	No. of official / room	Space needed (m²)	
Administrative Officer	7	8	7	56	
Admin Clerk	5	6	1	6	
Receptionist	6	6	1	6	
Senior Admin Officer	8	8	1	8	
Cleaner's office	4	6	1	6	
Groundsmen	5	6	1	6	
Assistant Director (Governance)	9	12	1	12	
Total no. of posts & space required at Department of Education-Hlanganani Circuit			13	100	

Additional space for Directorate: Hlanganani Circuit office				
Description	Quantity	Space Norm (m²)	Space needed (m²)	Sub-total of space required (m²)
Intermediate Boardroom	1	90	90	
Paraplegic Toilets (Male & Female)	2	3,5	7	
Toilets (Male & Female) To serve 13 Officials	4	12	48	
Kitchen and Canteen with extractor fan	1	22	22	
Processing & Sorting Room (For documentation0	1	4	4	
Printer room	1	6	6	
Server Room with invertor Aircon split unit	1	6	6	
Washline and storage of cleaning and gardening material	1	8	8	
Sorting Room (For cleaning chemicals)	1	4	4	
Strong room	1	8	8	
Store Room	1	8	8	
Guard House(Brick and Mortar, Temper proof door and window	1	7	7	
Parade Room/ Emergency assembly point paved and painted	1	100	100	
Total Additional Space required (m²)				318

TOTAL SPACE REQUIRED (m²)	491
TOTAL NO. OF POSTS	14
3% for future growth in line with the framework	15
GRAND TOTAL OF SPACE REQUIRED (m²)	500

PARKING		
Parking Bays @65% of Staff Compliment (1% to be for paraplegic use; 2% lock-up garages)	9,1	
Lock up garage	2	
Parking for Government Owned Vehicles @ 30%	4	
Visitors Parking (1% to be for paraplegic use)	10	
Water Tanks (2000L-4000L)	2	
Sub-total no. of parking bays		27,3

TOTAL NO. OF PARKING BAYS REQUIRED	27

PRICE SCHEDULE

FORM OF TENDER / OFFER

The offered total of the price inclusive of value added tax is (contact price)

Price in words .....

.....

Price in figures R .....

Signed:.....

Bidder:.....

Capacity:.....

COMPULSORY BRIEFING SESSION

(Bidders will be provided with the attendance register and must sign it in the name of the tendering entity on the date of the briefing session).

There will be a **compulsory** briefing session for this bid.

- Venue: **Capricorn District Office**
  (Next to Correctional Services Office)
- Date: **08 July 2026**
- Time: **11H00 AM**

Signed:.....

Bidder:.....

Capacity:.....

IMPORTANT TENDER CONDITIONS

Tenderers must thoroughly acquaint themselves with the details, conditions and stipulations as set out in this annexure.

1. The required building shall be **506 M²** and be within the Groblersdal town and in Sekhukuhune District, less for where the Department reserves the right to exercise the relaxation as outlined. It will be used exclusively for government services.

2. Notwithstanding the number of parking bays required as per specification, parking may be provided as prescribed in the applicable town planning or land use scheme of the Makhado Local Municipality and the Department PWR&I reserves the right to make any such necessary adjustments prior or post adjudication.

3. The building required should be an A-Grade building and the date of occupation should be within one month from the date of signing the lease agreement. **The period of the lease will be 7 years starting from date of occupation.**

4. The building should meet all the requirements and by-laws of the Makhado Local Municipality.

5. The storage place should not be next to the kitchen or ablution facilities.

6. Tenderers should meet requirements of other laws and regulations, standards and specifications regarding buildings.

7. Sketches and drawings of the office accommodation must be supplied for evaluation. Failure to submit such sketches will disqualify tenderers.

8. The Central Supplier Database (CSD) report must be submitted.

9. Failure on the part of the tenderer to sign the tender form and thus to acknowledge and accept the conditions in writing or to complete the attached forms, questionnaires and specifications in all respect, may invalidate such tender.

10. Where preference affidavit is not filled in, no preference points will be given.

11. Tenders must be submitted on the official forms and should not be qualified by the tenderer's own conditions of tender. Failure to comply with these requirements or to renounce specifically the tenderer's own conditions of tender, when called upon to do so may invalidate the tender.

12. Alternative offers will be considered if submitted on the official Tender Form and comply with the set norms and accommodation needs. Additional offers may be submitted against any item but only on a photocopy of the relevant page or on another Form, which may be requested. Any other additional offers made in any other way will be disqualified.

13. The Form of Tender may not be retyped or recompiled. Use of correctional fluid/paste is prohibited.

14. If any of the conditions contained in this tender form are in conflict with any special conditions, stipulations or provisions incorporated in the tender, such special conditions shall apply.

15. Any tender which is not accompanied by written proof that the tenderer is authorised to offer the building(s) for rent will not be considered. In the case of a company/closed corporation a resolution which authorises the representative/agent to sign on behalf of the Company/closed Corporation must be attached. Proof of Registration with the Head of Department of the South African Property Owners Association (SAPOA) must be submitted.

16. The Department of Public Works Roads and Infrastructure reserves the right not to appoint the highest bidder.

17. The prospective building will be subjected to physical assessment.

18. The Department of Public Works Roads and Infrastructure shall in no way be responsible for or bound to negotiations that the user may or might have conducted with a lessor or owner of a building.

19. It is a requirement that the accommodation offered, including all equipment and installations, must comply with National Building Regulations.

20. Architect's plans of the building must be included in the tender. Signed Certificate by the Architect confirming the grading and the lettable area of the building must be included in the tender.

21. The tenderer must include a Maintenance Plan in the tender.

22. The commencement date from which rental will be payable or the lease shall begin is subject to the approval of Department of Public Works Roads and Infrastructure.The rates for the offer should be market related. (The rates for the offer will be as per the Rode Report.)

23. No tenders sent by facsimile will be accepted.

24. The successful tenderer shall be responsible for the supply of the occupational Certificate before the occupation of the building takes effect.

25. Minor changes are expected for the partitioning as part of the organizational structures and tenderers are advised to take into consideration such changes during tender.

26. This annexure is part of the tender documentation and must be signed by the tenderer.

27. These conditions form part of the tender and failure to comply hereto will invalidate the tender.

28. The successful tenderer will enter into an agreement with the user department.

DECLARATION

29. I/We herewith offer to provide the Government with all the suppliers and/or services, or any thereof, as described in these documents in accordance to the stipulations, conditions and specifications included in the Tender documentation (which forms part of this tender) at the prices and conditions concerning time of delivery and/or implementation as detailed in this document.

30. I/We accept that:

30.1 my/our tender and its acceptance by the Department of Public Works Roads and Infrastructure shall constitute a binding contract between me/us and the Government

30.2 This tender is subject to the regulations, conditions and procedures as laid down by the Department of Public Works Roads and Infrastructure.

30.3 should it happen that I/we withdraw my/our tender unilaterally within the period agreed for acceptance of the Tender, or fail to give effect to the Contract as required or fail to sign a contract in terms of the accepted tender after being requested to do so, the Head of Department shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender from those received with mine/ours, or to call for fresh tenders or otherwise arrange for the execution of the Works, and I/we shall pay on demand any additional expense incurred by the Head of Department because he has had to adopt any of the said courses, as well as either the difference between my/our tender and any less favourable tender accepted by the Head of Department or the difference between my/our tender and the cost of execution of the Works by the Head of Department as well as any other amounts which the Head of Department has to pay to have the works completed.

30.4 if my/our tender is accepted, the acceptance thereof may be communicated to me/us by letter or order through the ordinary post or telegraph, and that the Post or Telegraph Office as the case may be shall be regarded as my/our agent, and

that delivery of such acceptance to the Post or Telegraph Office shall be regarded as delivered to me/us.

31. I/we furthermore confirm that I/we have satisfied myself/ourselves to the correctness and validity of my/our tender, that the price(s) and rate(s) cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract. I/we accept that any errors regarding price(s) and calculations will be at my/our own risk.

32. I/we accept liability for the proper completion of all obligations and conditions of this contract.

33. I/we agree that any proceedings resulting from this Contract may be instituted in all respects against me/us and I/we undertake to comply to any sentence or judgement according to such proceedings against me/us.

34. I/we declare that I/we participated/not participated in submitting any other tender for the supply/services as detailed in the attached documents. If affirmative, supply name of tenderer(s) concerned:

_____

35. Are you duly authorised to sign the tender? * Yes/No
(Applicable proof must be attached)

36. Is the Declaration of Interest duly completed and handed in along with the Form of Tender? * Yes/No

I/WE TENDER FOR THE SERVICES AS INDICATED HEREIN, SUBJECT TO THE CONDITIONS CONTAINED IN COVERING TENDER FORMS AND, THE CONTENTS OF WHICH I/WE ACKNOWLEDGE MYSELF/OURSELVES TO BE FULLY ACQUAINTED WITH.

_____ _____

SIGNATURE OF TENDERER/ AUTHORISED REPRESENTATIVE **DATE**

* (Delete not applicable)

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 Contract (SCC) relevant to a specific bid, should be compiled separately for bid (if applicable) and will supplement the General Conditions of Contract. Whenever the is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Applications
3. General
4. Standards
5. Use of contract document and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incident services
14. Spare parts
15. Payments
16. Prices
17. Contract amendments
18. Assignment
19. Sub-contractors
20. Delays in the supplier's performance
21. Penalties
22. Termination for default
23. Dumping and countervailing duties
24. Force Majeure
25. Termination for insolvency
26. Settlement of disputes
27. Limitation of liability
28. Governing language
29. Applicable law
30. Notices
31. Taxes and duties
32. National Industrial Participation Programme (NIPP)
33. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions	The following terms shall be interpreted as indicated: 1.1 "**Closing time**" means the date and hour specified in the bidding documents for the receipt of bids. 1.2 "**Contract**" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein. 1.3 "**Contract price**" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations. 1.4 "**Corrupt practice**" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution. 1.5 "**Countervailing duties**" are imposed in cases where an enterprise abroad is subsidised 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 recognised 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 markets 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 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 process 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 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 the 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 sub-contractors) and which 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 not 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 purchase order issued for the supply of goods or works or the rendering of a services. 1.20 "Project site" where applicable, means the place indicated in bidding documents. 1.21 "**Purchaser**" means the organisation purchasing the goods. 1.22 "**Republic**" means the Republic of South Africa. 1.23 "**SCC**" means 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 other form of electronic or mechanical writing. 1.26 IATA means International Air Transport Association 1.27 ASATA means Association of Southern African Travel Agents
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 the 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 or documents may be charged. 3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid 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 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 the 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 the 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 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 of acceptable to the purchaser, or (b) a cashier's 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 organisation 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 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 costs 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 analysed 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 requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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	10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14 Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

	(b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15 Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

	15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16 Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract. 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier. 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
17 Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18 Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19 Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20 Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21 Delays in the supplier's performance	21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract. 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available. 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

	21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22 Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23 Termination for default	23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b) if the Supplier fails to perform any other obligation(s) under the contract; or c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

	23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years. 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier. 23.5 Any restriction imposed on any person by the Accounting Officer Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

	23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information: a) the name and address of the supplier and / or person restricted by the purchaser. b) the date of commencement of the restriction c) the period of restriction; and d) 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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional

	payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.
25 Force Majeure	25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure. 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26 Termination for insolvency	26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.
27 Settlement of Disputes	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every

	effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) The purchaser shall pay the supplier any monies due the supplier.
28. Limitation of liability	28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6; a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

	b. the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice. 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32 Taxes and duties	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33 National Industrial Participation (NIP) Programme	33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34 Prohibition of Restrictive practices	34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging). 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998. 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.	**ACCEPT ALL**	**DO NOT ACCEPT ALL**

NOTE: FAILURE TO ACCPET ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.

Signature..... Names (in print) .....

Date .....