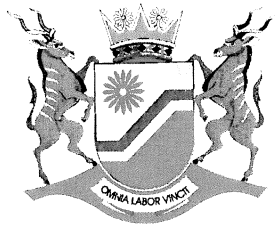


MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID NUMBER: PWRT/1840/23/MP

**INSTALLATION AND MAINTENANCE OF
ELECTRICAL SERVICES AT RIVERSIDE
GOVERNMENT COMPLEX IN MBOMBELA AND
AT ALL ITS EXTENSION BUILDINGS AND VIP
RESIDENCES FOR A PERIOD OF THREE
YEARS.**

ISSUED BY:

Department of Public Works, Roads and Transport
Private Bag X11310
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 PUBLIC WORKS ROADS AND TRANSPORT					
BID NUMBER:	PWRT/1840/23/MP	CLOSING DATE:	17 JULY 2023	CLOSING TIME:	12H00
DESCRIPTION	INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	SS BULUNGA		CONTACT PERSON	SS BULUNGA	
TELEPHONE NUMBER	013 766 7007		TELEPHONE NUMBER	013 766 7007	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	SBULUNGA@MPG.GOV.ZA		E-MAIL ADDRESS	SBULUNGA@MPG.GOV.ZA	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

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.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or the National Council of Province
a member of the board of directors of any municipal entity
an official of any municipality or municipal entity

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 an accounting authority of any national or provincial public entity
an employee of Parliament or a provincial legislature

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

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	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 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation 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
a member of any provincial legislature
a member of the National Assembly or
the National Council of Province
a member of the board of directors of
any municipal entity
an official of any municipality or
municipal entity

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 an accounting authority of any national
or provincial public entity
an employee of Parliament or a provincial legislature

Name of spouse, child or parent	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

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Signed

Date

Name

Position

Enterprise
name

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, **and attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Msacting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1.

2. **Date:**.....

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading ashereby authorise Mr/Ms acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

Note : *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as,

..... hereby authorize Mr/Ms

acting in the capacity of, to sign all documents

in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize

Mr/Ms, authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract resulting from it, on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		

Note : *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,, hereby confirm that I am the sole owner
of the business trading as

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS

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 procurement of: INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS

The tenderer, 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 tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

[Total bid price (all inclusive)] Rand (in words);

R . . [Total bid price (all inclusive)] (in figures)

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 to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the tenderer

(Name and address of organization)

Name and signature of witness

Acceptance

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer'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 tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after 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 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 fulfill 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 tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (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 Date

Name

Capacity

for the

Employer

Department of Public Works
Riverside Government Building
Private Bag X 11302, Nelspruit

Name and
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 tenderer 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 tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer 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 tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

1. PURPOSE

To render Installations and Maintenance of Electrical Services at the Riverside Government Complex and at all shared Buildings for a period of (3) three years

2. SPECIAL CONDITIONS

The Contractor shall ensure that the installation and workmanship complies in full and at all times with the requirements of:

- The Occupational Health and Safety Act (October No 85 of 1993)
- Code of Practice for the Wiring of Premises – SANS 10142-1 and 10142-2
- Relevant regulations and specifications of Eskom, Telkom and the City Council of Nelspruit
- Other relevant SABS, IEC and DIN standards where applicable
- The general technical specification of the Department of Public Works, Roads & Transport; Mpumalanga Province
- For bid evaluation purposes, the management fee per annum will be used for calculating the financial offer.
- The Bidder shall obtain public liability insurance to the value of R 1 000,000.00 minimum and shall submit proof of this with his Bid.

3. EVALUATION CRITERIA

Note: 80/20 preference point system will be used. **(CIDB GRADE needed: 4EB/4EP or higher)**

FUNCTIONALITY	POINTS
Relevant previous electrical experience (Value) • Below R 1 Million - 0 points • R 1 Million to R 3 Million - 5 points • Above R 3 Million to R 6 Million - 10 points • Above R6 Million – 20 points (Proof of relevant previous experience i.e. appointment letters, completion certificates, works orders must be attached)	20
Relevant previous electrical experience (Years) • Below 3 years - 0 points • 3 years to 6 years - 10 points	20

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

Above 6 years - 20 points (Proof of relevant previous experience i.e. appointment letters, completion certificates, works orders must be attached)	
Key Personnel Qualifications in Electrical Engineering Degree /Diploma (ECSA professional registered) – 10 Points - BSc (Eng) /BTech (Eng)/ NDip (Eng) heavy/light current (ECSA professional registered) with minimum of 5 years' experience - 10 points Electrical artisans/technicians with minimum of 3 years' experience – 20 points 1 x N3/N6 holders – 5 points 2 x N3/N6 holders – 10 points 3 x N3/N6 holders – 15 points 4 x N3/N6 holders – 20 points (CV and certified copies of qualifications and experience must be attached)	30
Wireman's Licence 1 x Wireman's Licence – 5 points 2 x Wireman's Licence – 10 points Proof of Wireman's Licence must be attached	10
Service vehicles, tools and workshop to perform the work. 1 x service Vehicle - 5 points 2 x service Vehicles - 10 points Proof of service vehicle must be attached. Letter of intent half points will be allocated.	10
Risk ,Health and safety plans - Plans submitted – 10 points No plans – 0 points Proof of plans must be attached	10
TOTAL	100

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

- NB:
- (i) Cut-off point for *objective criteria* = 70 points.
 - (iii) The Department reserves the right to inspect claimed criteria.
 - (ii) **It is the responsibility of the bidder to verify the above mentioned items to enable the Department to allocate points to the stated criteria.**

3.2 PRICE

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price

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

80/20

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

Where

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

$P_{\min}$ = Comparative price of lowest acceptable bid

3.3 SPECIFIC GOALS

A maximum of **20** points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023. This bid will be evaluated as per the above mentioned regulations. Bidders are required to submit evidence by which Preference points can be claimed based on the Specific goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

Specific goals	Maximum Preference Points Allocated
HDI	10
Youth	4

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

Women	4
Disabled persons	2
TOTAL	20 Points

4. BID DOCUMENTS AND RETURNABLE SCHEDULES.

COMPULSORY RETURNABLE SCHEDULES (CERTIFIED COPIES/ORIGINALS OF THE FOLLOWING DOCUMENTS)

1. Fully completed tender document.
2. Duly signed bid documents including all the attached SBD forms (SBD 1, SBD 4, SBD 6.1 and GCC).
3. Record of Addenda to Tender Documents (where applicable)
4. Form of offer
5. Legal Joint Venture Agreement (in case of a JV)
6. Identity documents of Owners / Directors / Members / Shareholders
7. Contractor Registration for Incorporation or of Company
Registration Document
8. Shareholders' Agreements / Share Certificates / Memorandum of Association for Companies.
9. A copy of valid Tax **PIN** issued by the South African Revenue Services
10. Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)

Other documents required only for Bid evaluation purposes

- Proof of relevant experience
- CV and certified copies of qualifications (electricians)
- Proof of service vehicle, tools and workshop must be attached
- Risk, Health and safety plans
- Proof of Wireman's Licence

5. BID CONDITIONS

The Contractor shall ensure that the installation and workmanship complies in full and at all times with the requirements of:

- The Occupational Health and Safety Act (October No 85 of 1993)
- Code of Practice for the Wiring of Premises – SANS 10142-1 and 10142-2

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

- Relevant regulations and specifications of Eskom, Telkom and the City Council of Nelspruit
- Other relevant SABS, IEC and DIN standards where applicable
- The general technical specification of the Department of Public Works, Roads & Transport; Mpumalanga Province

Pricing Proposal and Specific Contract Details

- Bids must be submitted in South African Rand, on a fixed price basis, including VAT.
- The Department is not bound to accept any of the proposals submitted and reserve the right to call for Best and Final Offers from short-listed bidders before final selection.
- The Department reserves the right to call interviews with short-listed bidder before final selection.
- The Department reserves the right to negotiate price with preferred bidder.
- The lowest or any bid will not necessary be accepted and the department reserves the right to accept the whole or part of any bid.
- All price escalations will only effect after the first completed year of contract.
- Bidders that supply a separate pricing schedule will automatically be disqualified.
- No alternative proposal will be permissible.
- The Department reserve the right to appoint more than one service provider

6. COMPULSORY BRIEFING SESSION

The will be a compulsory briefing session

7. SCOPE OF WORK

The Contract is for the operation and maintenance of all the electrical installations in the Mpumalanga Provincial Government Complex and all its extensions. The scope shall include but not be limited to:

- Provision of qualified site staff and experience
- Supply, delivery and temporary storage of maintenance spare parts
- Replacement of faulty equipment
- On-site and off-site repair of faulty equipment
- Monitoring and management of on-site maintenance stock
- Maintenance of off-site back-up stock
- Response to emergency and non-emergency breakdowns calls
- Performance of breakdown maintenance
- Performance of scheduled / planned maintenance
- Management of purchase orders
- Monitoring and management of suppliers of equipment under warranty and / or guarantee
- Management reports pertaining to the works

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

- Attendance of management meetings on site
- Attendance and where necessary supervision of safety meetings
- Training and re-training of site staff where required and when required
- Training and re-training of Employer staff

The electrical installations included in this contract are:

- HT Switch Gear
- Standby Generators
- HT Cable reticulation
- Transformers
- Bus bars
- LV Cable reticulation
- LV Distribution boards
- Small power and reticulation
- Lighting installation
- Earthing and lightning protection installations
- Emergency light fittings and battery packs and charging and maintenance.

Refer to Annexure 1 in Part 6 for a detail description and specification of the electrical infrastructure installed at the Mpumalanga Provincial Government Legislature and Administration Offices Building Complex.

8. TECHNICAL SPECIFICATION / TERMS OF REFERENCE (DELIVERABLES)

The standard bid conditions make several references to the Bid Data for details that apply specifically to this bid. The bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of bid. Each item of data given below is cross referenced to the clause in the standard bid conditions to which it mainly applies.

9. PRICING SCHEDULE

a) Maintenance per month for the first period of 12 months

Fully inclusive maintenance of the complete electrical installation:

R.....including 15 % VAT

b) Escalation will be calculated at 6% for the maintenance per month for the second and third period of 12 months.

10. RATES

These rates will be used for quotes required on items identified on site to be done additional to the monthly operation,

Whenever spares need to be purchased the Contractor will be allowed a mark-up of -----% (maximum 15%) on the proven cost of the spare. All rates to include for labour as well.

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

PRICING SCHEDULE FOR TYPICAL LAMPS

NO	LAMP TYPE	MATERIAL RATE
1	600 mm by 18 w fluorescent cool white	
2	1200 mm by 36 w fluorescent cool white	
3	1500 mm by 58 w fluorescent cool white	
4	PL 9 watt cool white	
5	PLC 13 watt 2 pin cool white	
6	PLC 13 watt 4pin cool white	
7	PLC 18 watt 4 pin cool white	
8	PL 26 watt cool white	
9	36 watt /21/840 deluxe L	
10	12V 50 watt 38 deg minimum 5000 hours	
11	230V 50 watt 38 deg minimum 2000hours	
12	70 watt Metal halide elliptic screw in type	
13	70w HQI-T/WDL tubular double ended type	
14	150 watt MH double HQI/ST tubular double ended.	
15	150 watt SON/T tubular double ended type	
16	400 watt Metal halide elliptic screw in type	
17	400w – MHT tubular double ended type	
18	1000W-MHT tubular double ended type	
19	150 watt CDM single ended ceramic metal halide	

PRICING SCHEDULE FOR LUMINAIRE EQUIPMENT

NO	LAMP TYPE	MATERIAL RATE
1	9 watt fluorescent ballast SABS approved	
2	13 watt fluorescent ballast SABS approved	
3	18 watt fluorescent ballast SABS approved	
4	26 watt fluorescent ballast SABS approved	
5	36 watt fluorescent ballast SABS approved	
6	40 watt fluorescent ballast SABS approved	
7	58 watt fluorescent ballast SABS approved	
8	Fluorescent lamp holders to lock type	
9	Fluorescent electronic EFS starter	
10	50 VA 12 Volt magnetic transformer with thermal protection	
11	Low voltage silicon leads for 12 Volt down lighters	
12	70 watt metal halide control gear complete	
13	70 watt metal halide elliptic lamp holder	
14	70 watt metal halide tubular lamp holder	
15	150 watt metal halide control gear complete	
16	150 watt metal halide elliptic lamp holder	
17	150 watt metal halide tubular lamp holder	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

18	150 watt high pressure sodium control gear complete	
19	400 watt metal halide control gear complete	
20	400 watt metal halide elliptic lamp holder	
21	400 watt metal halide tubular lamp holder	
22	1000 watt metal halide control gear complete	
23	1000 watt metal halide tubular lamp holder	
24	CLF Down Lighter	
25	HPS Light Fittings	
26	HPS 400W Globe	
27	HPS Starter Unit	

PRICING SCHEDULE FOR LED LIGHTS

NO	LAMP TYPE (WATTAGE AND LUMENS)	MATERIAL RATE
1	10W, 0,6M, 900lm	
2	80W, 9000lm	
3	18W, 1.2m, 1700lm	
4	7W, 600lm	
5	22W, 1.5m, 2000lm	
6	5W, 450lm	
7	35W, 3300lm	
8	6W, 700lm	
9	9W, 700lm	
10	5W, 500lm	
11	Other	
12	Other	

RIVERSIDE GOVERNMENT OFFICES ELECTRICAL INSTALLTION

NO	DESCRIPTION	MATERIAL RATE
	11 kV XLPE SWA PVC cable	
1	240 mm 3 core 11 kV PVS SWA XLPE cable	
2	240 mm 3 core XLPE cable joint	
3	240 mm 3 core XLPE cable ends	
4	FIRST AID KIT FOR HT, LT & GEN. ROOMS	
	SLEEVES	
5	110 mm Diameter pipe	
6	110 mm slow bend	
7	50 mm diameter pipe	
8	50 mm slow bend	
	LOW TENSION DISTRIBUTION CABLES	
9	PVC CABLE 4 mm X 4 Core	
10	PVC CABLE 6 mm X 4 Core	
11	PVC CABLE 10 mm X 4 Core	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

12	PVC CABLE 16 mm X 4 Core	
13	PVC CABLE 25 mm X 4 Core	
14	PVC CABLE 35 mm X 4 Core	
15	PVC CABLE 50 mm X 4 Core	
16	PVC CABLE 70 mm X 4 Core	
17	PVC CABLE 120 mm X 4 Core	
18	PVC CABLE 150 mm X 4 Core	
19	PVC CABLE 240 mm X 4 Core	
	CABLE TERMINATIONS	
20	CABLE TERMIN PVC 4 mm 4 core	
21	CABLE TERMIN PVC 6 mm 4 core	
22	CABLE TERMIN PVC 10 mm 4 core	
23	CABLE TERMIN PVC 25 mm 4 core	
24	CABLE TERMIN PVC 16 mm 4 core	
25	CABLE TERMIN PVC 35 mm 4 core	
26	CABLE TERMIN PVC 70 mm 4 core	
27	CABLE TERMIN PVC 120 mm 4 core	
28	CABLE TERMIN PVC 150 mm 4 core	
29	CABLE TERMIN PVC 240 mm 4 core	
	BARE COPPER EARTH CONDUCTORS	
30	EARTH CONDUCT 2.5 mm	
31	EARTH CONDUCT 4 mm	
32	EARTH CONDUCT 6 mm	
33	EARTH CONDUCT 10 mm	
34	EARTH CONDUCT 16 mm	
35	EARTH CONDUCT 25mm	
36	EARTH CONDUCT 35 mm	
37	EARTH CONDUCT 50 mm	
38	EARTH CONDUCT 70 mm	
39	EARTH CONDUCT 95 mm	
	EARTH CONDUCTOR TERMINATION	
40	EARTH CONDUCT 2.5 mm	
41	EARTH CONDUCT 4 mm	
42	EARTH CONDUCT 6 mm	
43	EARTH CONDUCT 10 mm	
44	EARTH CONDUCT 16 mm	
45	EARTH CONDUCT 25 mm	
46	EARTH CONDUCT 35 mm	
47	EARTH CONDUCT 50 mm	
48	EARTH CONDUCT 70 mm	
49	EARTH CONDUCT 95 mm	
	CABLE TRAYES, LADDERS ETC	
50	100 mm Ladders	
51	100 mm 90 ext. bend	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

52	100 mm 90 int. bend	
53	100 mm 45 hor. Bend	
54	100 mm 90 hor. Bend	
55	100 mm tee	
56	100 mm 4way cross over	
57	150 mm Ladders	
58	150 mm 90 ext bend	
59	150 mm 90 int bend	
60	150 mm 45 hor. Bend	
61	150 mm 90 hor. Bend	
62	150 mm tee	
63	150 mm 4way cross over	
64	200 mm ladders	
65	200 mm 90 ext bend	
66	200 mm 90 int. bend	
67	200 mm 45 hor. bend	
68	200 mm 90 hor. bend	
69	200 mm tee	
70	200 mm cross over	
71	300 mm ladders	
72	300 mm 90 ext bend	
73	300 mm 90 int. bend	
74	300 mm 45 hor. bend	
75	300 mm 90 hor. bend	
76	300 mm tee	
77	300 mm 4 way cross over	
78	400 mm ladders	
79	400 mm 90 ext bend	
80	400 mm 90 int. bend	
81	400 mm 45 hor. bend	
82	300 mm 90 hor. bend	
83	300 mm tee	
84	300 mm 4 way cross over	
85	500 mm ladders	
86	500 mm 90 ext bend	
87	500 mm 90 int. bend	
88	500 mm 45 hor. bend	
89	500 mm 90 hor bend	
90	500 mm tee	
91	500 mm 4 way cross over	
92	600 mm ladders	
93	600 mm 90 ext bend	
94	600 mm 90 int. bend	
95	600 mm 45 hor. bend	
96	600 mm 90 hor. bend	
97	600 mm tee	
98	600 mm 4 way cross over	
99	Cantilever brackets 500 mm	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

100	Cantilever brackets 200 mm	
	Wire-mesh cable trays	
101	100 mm wire mesh tray	
102	150 mm wire mesh tray	
103	200 mm wire mesh tray	
104	300 mm wire mesh tray	
105	500 mm wire mesh tray	
106	600 mm wire mesh tray	
107	800 mm wire mesh tray	
	Wiring trays	
108	42 mm x 42 mm wiring channel	
109	P9000 trunking 3 m lengths	
110	P9000 elbows 45	
111	P9000 tee's 45	
112	P9000 4 way crosses 45	
113	P9000 splices	
114	P9000 Hangers	
115	P9000 end CAP's	
116	P9000 PVC covers grey 3 m	
117	Gutter bolts & nuts	
118	Hold down saddles	
119	Joiner clips	
120	8 mm drop in anchors	
121	8 mm Hex nuts	
122	8 mm threaded rod	
123	10 mm drop in anchors	
124	10 mm Hex nuts	
125	10 mm threaded rods	
126	6 mm spring nuts	
127	6 mm x 20 mm hex bolts	
	Galvanised steel conduit	
128	20 mm diameter installed complete with coupler, saddles, etc	
129	25 mm diameter installed complete with coupler, saddles, etc	
130	32 mm diameter installed complete with coupler, saddles, etc	
	Conduit PVC	
131	20 mm conduit	
132	25 mm conduit	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

133	32 mm conduit	
134	20 mm couplings	
135	25 mm couplings	
136	32 mm couplings	
137	20 mm adaptors	
138	25 mm adaptors	
139	32 mm adaptors	
	Conduit boxes and fittings	
140	Round conduit boxes	
141	50 x 100 x 50 mm boxes	
142	100 x 100 x 50 mm boxes	
143	100 x 100 x 50 mm back to back boxes	
144	50 x 100 x 50 mm white extension boxes	
145	100 x 100 x 50 mm white extension boxes	
146	100 x 100 blanc cover plate	
147	100 x 100 mm plate with 36 x 46 punch out for voice data points	
148	20 mm pvc 1-way box	
149	20 mm pvc 2-way box	
150	20 mm pvc 3-way box	
151	20 mm pvc 4-way box	
152	20 mm pvc looping box	
153	25 mm pvc 1-way box	
154	25 mm pvc 2-way box	
155	25 mm pvc 3-way box	
156	25 mm pvc 4-way box	
	Power skirting and poles	
157	Three compartment three cover	
158	Power skirting	
159	Covers	
160	Top trim cover	
161	Top trim cup	
162	Cover cups yellow	
163	top trim ext elbow	
164	ext elbow	
165	Ext end cover	
166	top trim end cap	
167	Power skirting blue cover	
168	Voice data covers	
169	Blank covers	
170	16A three pin switched socket outlet	
171	16A three pin dedicated switched socket outlet	
172	30A triple pole isolator	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

173	Power Pole 3965 mm long complete with 4 compartments and covers	
	Power sets for low height partitions	
174	2 Way dedicated power sets	
175	face plate for 2 way power sets	
176	Input power cable 4 m long complete 2.5 mm conductors	
177	Input power cable 3 m long complete 2.5 mm conductors	
178	Input power cable 6 m long complete 2.5 mm conductors	
179	Input power cable 8 m long complete 2.5 mm conductors	
180	Input power cable 10 m long complete 2.5 mm conductors	
181	Interconnecting power cable 3 m 2.5 mm conductors	
182	Interconnecting power cable 4 m 2.5 mm conductors	
183	Interconnecting power cable 5 m 2.5 mm conductors	
184	Interconnecting power cable 6 m 2.5 mm conductors	
185	Interconnecting power cable 8 m 2.5 mm conductors	
186	Interconnecting power cable 2 m 2.5 mm conductors	
	Conductors	
187	2.5 mm PVC conductor	
188	4 mm PVC conductor	
189	6 mm PVC conductor	
190	10 mm PVC conductor	
191	16 mm PVC conductor	
192	2.5 mm Survix round cable	
193	4 mm Survix round cable	
	Light switches, switched socket outlets etc.	
194	Drywall box complete	
195	16A one-lever-one way switch	
196	16A two-lever-one way switch	
197	16A three-lever-two way switch	
198	16A one lever-two way switch	
199	16A two-lever-two way switch	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

200	16A two lever one one way and one two way switches	
201	Low voltage light dimmers – dimmable low voltage transformer controller unit one lever switch for dimming	
202	5A three pin unswitched socket outlet	
203	16A three pin switched socket outlet	
204	16A three pin switched socket outlet with circuit breaker	
205	16A three pin watertight switched socket outlet	
206	16A tree pin switched dedicated socket outlet	
207	16A double 3 pin switched socket outlet	
208	30A double pole isolator	
209	60A double pole isolator	
210	30A triple pole isolator	
211	60A triple pole isolator	
212	100A triple pole isolator	
213	30A triple pole isolator and outlet box surface mounted	
214	Photo-cell including outlet box	
215	1.5 mm x 3 core cable 3 m long cab tyre	
216	16A plug top	
217	Battery backup units for emergency lighting	
218	Certificate of Compliance (COC)	
	SUPPLY AND INSTALLATION	PRICE
NO	STAND-BY GENERATORS:	
218	1MVA	
219	500kVA	
220	300kVA	
	TRANSFORMERS:	
221	1.25MVA,	
222	2MVA	
	Total Vat. Inclusive.	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

LABOUR RATES

ITEM	DESCRIPTION	AMOUNT (RAND) VAT INCLUDED
1.	Normal rates per hour	
2.	Overtime rates per hour	
3.	Public Holidays / Sunday rate per hour.	
4.	Standby rate per hour	
5.	Call out rate in Rands per hour	

Standby rate:

This will only apply when the client request the contractor to be on standby outside working hours.

Call-out rate:

This will only apply when the client call the contractor to attend to breakdowns experienced at any of the client's sites (after normal working hours during weekdays).

Public Holiday / Sundays:

This will only apply when the client call the contractor to attend to breakdowns experienced at any of the client's sites (after normal working hours during Public Holiday / Sundays).

Overtime: Overtime hours are referred to as after hours; e.g. after normal working hours on public holidays and Sundays.

TRANSPORT RATES PER KILOMETRE

ITEM	DESCRIPTION	AMOUNT (RAND) VAT INCLUDED
1.	LDV > 3500 KG	
2.	TRUCK < 6000 KG	

INSTALLATION AND MAINTENANCE OF ELECTRICAL SERVICES AT RIVERSIDE GOVERNMENT COMPLEX IN MBOMBELA AND AT ALL ITS EXTENSION BUILDINGS AND VIP RESIDENCES FOR A PERIOD OF THREE YEARS.

RATES FOR SCHEDULED MAINTENANCE

EQUIPMENT DESCRIPTION	QUANTITY	SCHEDULE OF SERVICE	RATE
1. Standby Generators			
Volvo Penta 308 kVA	1	Every 6 Months	
Volvo Penta 500 kVA	1	Every 6 Months	
MTU 16V Series 1 MVA	2	Every 6 Months	
2. Power Transformers			
1250 kVA Desta / 915 kg	8	Every 12 Months	
2000 kVA Desta / 1280 kg	1	Every 12 Months	
3. Ring Main Unit (RM6)			
RM6 MERLIN GERIN 20KA/11KV/T3	4	Every 12 Months	
RM6 MERLIN GERIN 20KA/11KV/T4	1	Every 12 Months	
4. Master Pack Air Circuit Breakers			
MERLIN GERIN 3200 AMP	13	Every 12 Months	



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable option Tenders ☐ Good standing ☐

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

Particulars of applicantName/Legal name
(Initials & Surname
or registered name)Trading name
(if applicable)ID/Passport no Company/Close Corp.
registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax
no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax
no

E-mail address

Physical address

Particulars of tender (If applicable)Tender number Estimated Tender amount R , Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company? 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:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - 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 ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- 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.

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:

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:

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

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	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)
Black people	10	
Women	4	
Youth	4	
Persons with disability	2	

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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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.

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| 16. Payment | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p> |
| 17. Prices | <p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p> |
| 18. Contract amendments | <p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p> |
| 19. Assignment | <p>19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.</p> |
| 20. Subcontracts | <p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p> |
| 21. Delays in the supplier's performance | <p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the</p> |

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

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

Js General Conditions of Contract (revised July 2010)