



BID SPECIFICATION

INVITATION FOR BIDS	
APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR THE ELECTRICAL INSTALLATIONS, MAINTENANCE AND REPAIRS FOR A PERIOD OF THREE (3) YEARS AT THE MPUMALANGA TOURISM AND PARKS AGENCY.	
BID NUMBER:	MTPA /20212022/PMU/005
NAME OF THE BIDDER	
TOTAL BID AMOUNT	
CLOSING DATE:	02 DECEMBER 2021
CLOSING TIME:	11h00 AM
BID DOCUMENT DELIVERY ADDRESS:	SUPPLY CHAIN MANAGEMENT UNIT PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MTPA FINANCE BLOCK E MBOMBELA, 1200
BID VALIDITY PERIOD:	90 DAYS (COMMENCING FROM THE ADVERT CLOSING



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	DATE)
TECHNICAL RELATED QUERIES	<u>n.masuku@MTPA .co.za</u> 013 759 5415
SCM RELATED QUERIES	<u>Evans.Ngwenya@MTPA .co.za</u> 013 759 5495
DESCRIPTION OF THE BID	APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR THE ELECTRICAL INSTALLATIONS, MAINTENANCE AND REPAIRS FOR A PERIOD OF THREE (3) YEARS.AT THE MPUMALANGA TOURISM AND PARKS AGENCY

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

Bidders shall submit proposal responses in accordance with the prescribed manner of submissions as specified above. Bids received after the time stipulated shall not be considered.

Where applicable, the successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

Bidders are not allowed to contact any other MTPA staff in the context of this BID other than the indicated officials under SBD 1 or as indicated above.

NB: No proposal shall be accepted by MTPA if submitted in any manner other than as prescribed above.



**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE MPUMALANGA TOURISM AND PARKS AGENCY					
BID NUMBER:	MPA/20212022/PMU/005	CLOSING DATE:	02 DECEMBER 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR THE ELECTRICAL INSTALLATIONS, MAINTENANCE AND REPAIRS FOR A PERIOD OF THREE (3) YEARS AT THE MPUMALANGA TOURISM AND PARKS AGENCY				
BID RESPONSE DOCUMENTS MUST BE SENT TO THE DESIGNATED EMAIL ADDRESS					
SUPPLY CHAIN MANAGEMENT UNIT, PROCUREMENT OFFICE HALLS' GATEWAY, MATAFFIN MPA FINANCE BLOCK E, MBOMBELA, 1200					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	G.T Nonyane		CONTACT PERSON	Ms Lindiwe Matibhe	
TELEPHONE NUMBER	013 759 5300		TELEPHONE NUMBER	013 759 5300	
E-MAIL ADDRESS	Tshepo.Nonyane@mtpa.co.za		E-MAIL ADDRESS	Lindiwe.Matibhe@mtpa.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSES) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					



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IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	



**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, 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 resolutions

DATE: _____



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APPOINTMENT OF ONE OR MORE SERVICE PROVIDER/S FOR THE SUPPLY AND DELIVERY OF ELECTRICAL INSTALLATIONS, MAINTENANCE AND REPAIRS FOR A PERIOD OF THREE YEARS AT MPUMALANGA TOURISM AND PARKS AGENCY

1. 1. SCOPE OF WORK

The Contract is for the appointment of one or more service provider/s for the electrical installations, maintenance and repairs for a period of three years

The scope shall include but not be limited to:

- Provision of qualified staff when on site
- Supply and delivery of maintenance spare parts as per the requirements for each facility
- Replacement of faulty equipment
- On-site and off-site repair of faulty equipment
- Monitoring and management of on-site maintenance 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
- Attendance of management meetings on site
- Attendance and where necessary supervision of safety meetings

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, charging and maintenance.



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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
- For bid evaluation purposes, the management fee per annum will be used for calculating the financial offer.

3. EVALUATION CRITERIA

Note: 80/20 preference point system will be used. *(Minimum CIDB GRADE needed: 2EB/PE OR 3EB OR Higher)*

FUNCTIONALITY	POINTS
Relevant previous electrical installations experience (Value) <ul style="list-style-type: none"> • Below R100 000 - 0 points • R100 001 to R300 000 - 10 points • Above R300 001 to R500 000 - 15 points • Above R500 001 - 20 points 	20
Relevant previous electrical installations experience (Years) <ul style="list-style-type: none"> • Below 3 years - 0 points • 3 years to 5 years - 10 points • Above 5 years - 15 points 	15
Key Personnel Qualifications (electrical artisans/technicians) <ul style="list-style-type: none"> • N3/N4 holder will be - 5 points • N5/N6 holders will be - 10 • Artisan will be - 15 points • NDip / BSc / BEng heavy/light current - 20 points (CV and certified copies of qualifications must be attached)	20



<ul style="list-style-type: none"> • Wireman's Licence 	15
Proof of vehicle, plant and workshop to perform the work. Vehicle, Plant/tools and Workshop	10
Proof of an office in the Mpumalanga Province <ul style="list-style-type: none"> • No proof - 0 points 	10
<ul style="list-style-type: none"> • Risk, Health and safety plans • Score is between 0-10 points 	10
TOTAL	100

NB: Bidders who scores less than **60** points of the 100 points will not be considered for further evaluation.

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non – compliant contributor	0

BBBEE STATUS LEVEL OF AGREEMENT (80/20 PREFERENCE POINTS SYSTEM)

A maximum equal to 80 points will be awarded for Financial Offer/Price and a maximum equal to **20 tender evaluation points will be awarded** based on B-BBEE Status Level of Contributor.



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4. BID DOCUMENTS AND RETURNABLE SCHEDULES.

The tenderer must complete the following returnable documents:

Compulsory Returnable Schedules (certified copies/originals of the following documents failure to submit any of the listed documents below the bidder will be automatically disqualified)

- Company Registration documents
- Legal Joint Venture Agreement (If applicable).
- Wireman's license
- Original valid Tax Clearance Certificate issued by the South African Revenue Services/Pin.
- Certified copy of BBBEE Certificate
- Signed SBD forms: SBD1, SBD4, SBD6.1, SBD6.2, SBD8 and SBD9
- Compulsory COIDA certificate / Letter of good standing(letter for tender purposes will not be accepted)
- Fully completed bill of quantities
- Valid CIDB grading certificate (**Minimum CIDB GRADE needed 2EB/PE OR 3EB OR Higher**)
- Complete pricing schedule
- Signed or initial the Terms of reference

Tender Conditions

- Bids must be submitted in South African Rand, on a fixed price basis, including VAT.
- The MTPA 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 MTPA reserves the right to call interviews with short-listed bidder before final selection.
- The MTPA reserves the right to negotiate price with preferred bidder.
- Only bids that were submitted with a valid Original Tax Certificate issued by SARS will be considered.
- The lowest or any bid will not necessary be accepted and The MTPA 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 MTPA reserve the right to appoint more than one service provider
- The Local content threshold will be dealt with upon submission of quotation for material
- **Electrical cables-90%, PVC plastic pipes-100%, Solar PV components- 90%, Transformers and Shunt- 90%, Ect....**



The offer portion of the C1.1 Offer and Acceptance.

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
- Relevant regulations and specifications of Eskom, Telkom and the City Council of Nelspruit
- Other relevant SABS, IEC and DIN standards where applicable

6. BRIEFING SESSION

THE WILL BE A COMPULSORY BRIEFING SESSION ON VIRTUAL AS PER THE ADVERT ON THE BULLETIN

7. 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.

RATES

These rates will be used for quotes required on items identified on site

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



10. 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	
TOTAL		

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	



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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	
20	80 Watt CFL E40 Twister	
21	42 Watt CFL 4pin	
TOTAL		

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	



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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	
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	
TOTAL		

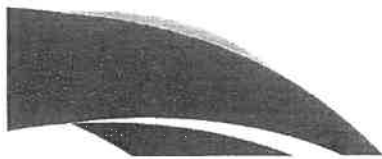
THE MTPA FACILITIES OFFICES ELECTRICAL INSTALLTION

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	



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4	FIRST AID KIT FOR HT, LT & GEN. ROOMS	
TOTAL		
	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	
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	
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	
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	
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	
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	
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)	



	TOTAL PRICE VAT. INCLUSIVE.	

1. GENERAL CONDITIONS OF CONTRACT

11.1 This bid and all contracts emanating there from will be subject to the attached General Conditions of Contract issued by the National Treasury.

- a. The MTPA and Service Provider will sign a Contract of Service upon appointment.
- b. The Service Provider should commence with the project within five (07) days after receiving the letter of appointment and signed the Contract of Service.
- c. During the execution of the Project, the Service Provider is required to give reports on the progress of the Project. It is the responsibility of the service provider to have one of their representatives assigned the project during the Departmental meetings.
- d. Copyright in respect of all documents and data prepared or developed for the purpose of the project by the Service Provider shall be vested in the Department.
- e. The successful Service Provider agrees to keep all records and information of, or related to the project confidential and not discloses such records or information to any third party without the prior written consent of the Department.
- f. The MTPA reserves the right to terminate the contract in the event that there is clear evidence of non-performance and non-compliance with the Contract.
- g. The short-listed Service Provider may be required to do a presentation in person to the Department, at their own cost, should it be deemed necessary to do so.

12. VALIDITY PERIOD

The validity of this bid will be 90 days after the closing date, hence offers must remain valid for this period unless otherwise.

13. BID CONDITIONS

- i) The MTPA 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;
- ii) The MTPA reserves the right to call for presentations or interviews with short listed bidders before final selection;
- iii) The MTPA reserves the right to negotiate price with the preferred bidder/s;



- iv) The lowest or any bidder will not necessary be accepted and The MTPA reserves the right to accept the whole or part of any bid;
- v) The MTPA reserves the right to appoint more than one Service Provider;
- vi) A bid from any bidder or its directors/partners whose name appears on the National Treasury Database of restricted suppliers will not be considered; and
- vii) Late and incomplete bids will not be considered.

2. OUTCLAUSE

- 12.1 The MTPA reserves the right not to appoint if suitable
Candidates are not found at the discretion of the Department.

3. SPECIAL CONDITIONS OF CONTRACT

13.1 NOTES

13.1.1 The following Special conditions of Contract are an extract of the final intended contract and supplementary to the General Conditions of Contract mentioned above. However, where the special conditions on contract are in conflict with the general conditions of contract, the special condition of contract shall prevail.

13.1.2 Any misrepresentation of information provided in this bid may result in the cancellation of the Contract. It is a condition of this bid that the Tax matters of the service provider MUST remain in order for the awarded service provider/s for the duration of the contract; It will be a requirement, that for the duration of the contract if and when awarded that the successful bidder must be registered on the Central Supplier Database, That any bank details provided must correspond with the company registration name as applied for this bid;

13.2 PAYMENT

14.2.1 Original copies of invoices to substantiate all costs must be provided. The service provider's invoices should include the Department's order number that will be provided to the selected Service Provider upon acceptance of the bid. Invoices must clearly indicate the number of hours spent on the project, for what purpose those hours was spent and to what extent the objectives were achieved. No copies, faxes or e-mailed invoices from the service provider will Be processed.

- 14.2.2 Payment to the Service Provider shall be effected by The MTPA within 30 (thirty) days of submission of invoices to the Department, which are subject to approval by the Department. No part payments shall be made to the Service Provider. Payments will be made only for work performed to the satisfaction of the Department. The Project Management Committee will need to take a resolution concerning the work undertaken by the Service Provider. This resolution will then be reflected in the minutes of the meeting. The minutes will be submitted as part of the documentation required in order to process payment.



14.2.3 This is a performance-based Contract and the Service Provider's performance shall be measured and assessed in terms of the deliverables and this clause; failure to meet the required standard by the Service Provider, The MTPA must-

- notify the Service Provider in writing within 7 (seven) days from date of the assessment to rectify the unacceptable performance; and
- The Service Provider must rectify the unacceptable performance within 7 (seven) days from the assessment at no extra costs.

14.2 EXTRA WORK

14.2.1 Any costs for extra work by the Service Provider, incurred over and above this bid which, in the sole opinion of the Chief Financial Officer is due to reasons attributable to the Service Provider during any phase of the project shall be borne by the service provider.

14.2.2 If, after the commencement of this Contract, the cost or duration of the services is altered as a result of changes in, or addition to any statute, regulation or by-law, or in the requirement of the authority having jurisdiction over any matter in respect of the services, then the agreed fees and time for completion, may on discretion of the Head of Department, be adjusted in writing, in order to reflect the impact of those changes.

14.3 REPORTING AND ACCOUNTABILITY

14.4.1 During the execution of the Project, the Service Provider must submit regular progress reports and attend meetings at intervals as determined by the project team or Project committee managing the Service Provider.

14.4.2 All information captured and or used to generate the outputs of the Project remains the property of the Traditional Council and the Department, and must be handed over in its totality when the project is closed. The MTPA will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project become part of the Contract. The information must be captured and provided in a digital format as agreed (in writing) between the Service Provider and the Department. This agreement must be reached and signed off together with the project plan before the Project commences.

14.4.3 The Project will be signed off by the Chief Financial Officer or representative when:

- all the end products (refer to list) have been delivered,
- a formal presentation has been made to Office of the Chief Financial Officer, and
- The Chief Financial Officer or representative is satisfied that all requirements have been met.

14.4.4 Team members that will be directly involved in the Project will be expected to attend all progress report meetings as scheduled and agreed upon by both Parties. The selected team members shall stay the same for the duration of the Project and cannot be changed without prior discussions with and approval from the Department.

14.4.5 The Project team will consist of appointed Service Provider/team plus a dedicated Project team as assigned by The MTPA and the Traditional Council.



14.5 NATURE OF RELATIONSHIP

14.5.1 For the purposes of this Contract the Service Provider is an independent Service Provider and the relationship between the Parties shall not be construed to be that of employer and employee.

15.5.2 The Service Provider shall not act as, or hold out to be, the agent, representative or employee of the Department.

15.5.3 All reports, documents and papers of whatever nature to be furnished to The MTPA in terms of this Contract shall become the property of The MTPA and subject to all proprietary and other rights The MTPA may hold over it.

15.9 BREACH AND TERMINATION

15.9.1 Subject to clause 15.2.3 above, in the event of the Service Provider failing to comply with any of its obligations in terms of this Contract, The MTPA shall be entitled to deliver a written notice to the Service Provider calling upon it to comply with such obligations within a period of 14 (fourteen) days. Should the Service Provider fail, within the aforementioned period of 14 (fourteen) days, to comply with such obligations, The MTPA shall be entitled without prejudice to any rights which it may have in law, to cancel this Contract. The MTPA may have all the remaining work done by another Sole Proprietor/Company at the sole expense and cost of the Service Provider appointed, and/or to pursue all other remedies to which it shall be entitled.

15.9.2 In the event of the Contract having been cancelled in terms of sub-clause 15.9.1 above, no further payments shall be due to the Service Provider until the work has been completed by the Substituting Service Provider, the Service Provider final account and that of the substituting Company has been ascertained and any loss suffered by The MTPA due to the cancellation has been identified. Such loss shall be deducted from any payments due to the Service Provider by the Department.

15.10 DISPUTE RESOLUTION

In case of a dispute arising out of a matter relating to this Contract, both Parties shall first endeavour to resolve the dispute through internal processes failing which the Parties agree to the appointment of an independent arbitrator whose decision is an advisory arbitration award.

15.11 ARBITRATION

15.11.1. In the event of a dispute about the Contract or any matter relating to the administration or management of the Contract between the Parties and the dispute cannot be resolved within five (5) working days from the date when the dispute ensued; the matter shall be subjected to an arbitration hearing at Mbombela.



15.11.2. An Attorney of not less than (5) years' experience shall be appointed by agreement within two (2) days failing which the president of the Law Society of the Northern Provinces shall be authorised to appoint an arbitrator, his appointment shall be final. The arbitrator may mediate, conciliate, failing which the arbitrator shall give an advisory arbitration award.

15.12. GENERAL

15.12.1. This Contract shall be construed according to the laws of the Republic of South Africa applicable to agreements that are signed and performed within the Republic of South Africa.

15.12.2 The terms and conditions set out herein constitute the entire Contract between the Parties. No amendment or variation of whatever nature shall be binding unless reduced to writing and signed by both Parties.

16. ENQUIRIES

Advert. Any bidder who requires clarity may contact the relevant contacts as indicated below:

- Technical Enquiries: Ms. N MASUKU Tel: (013) 759 5300
- Bid Administration: Mr. EVANS NGWENYA Tel: (013) 759 5300



DECLARATION OF INTEREST

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/ adjudicating authority where –
 - 1.1. The bidder is employed by the State; and/or
 - 1.2. The legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 2.1. Full Name of bidder or his or her representative:
 - 2.2. Identity Number:
 - 2.3. Position occupied in the Company (director, trustee, shareholder, etc²):
 - 2.4. Company Registration Number:
 - 2.5. Tax Reference Number:
 - 2.6. VAT Registration Number:
 - 2.6.1. The names of all directors/ trustees/ shareholders/ members, their individual identify numbers, tax reference numbers and, if applicable, employee/ persal numbers must be indicated in paragraph 3 below
 - 2.7. Are you or any person connected with the bidder presently employed by the State? YES / NO
 - 2.7.1. If so, furnish the following particulars
 - ☐ Name of person/ director/ trustee/ shareholder/ member:
 - ☐ Name of State institution at which you or the person connected to the bidder is employed:
 - ☐ Position occupied in the State institution:

¹ "State" means

- (a) Any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No 1 of 1999);
- (b) Any municipality or municipal entity;
- (c) Provincial legislature;
- (d) National Assembly or the National Council of Provinces;
- (e) Parliament.

² "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise



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Any other particulars:

2.7.2. If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector?

YES / NO

2.7.2.1. If yes, did you attach proof of such authority to the bid document?

YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

2.7.3. If no, furnish reasons for non-submission of such proof.

2.8. Did you or your spouse, or any of the company's directors/shareholders/members or their spouses conduct business with the State in the previous twelve (12) months?

YES / NO

2.8.1. If so, furnish the following particulars.

2.9. Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the State and who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.9.1. If so, furnish the following particulars.

2.10. Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the State who may be involved with the evaluation and or adjudication of this bid?

YES / NO

2.10.1. If so, furnish the following particulars.

- 2.11. Do you or any of the directors/shareholders/members of the company have any interest in any other related companies whether or not they are bidding for this contract?

YES / NO

- 2.11.1. If so, furnish the following particulars.

3. Full details of directors/ trustees/ members/ shareholders.

Full Name	Identity Number	Personal Tax Reference No	State Employee Number/ Peral Number

DECLARATION

I, THE UNDERSIGNED (NAME)

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder



DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This declaration will be used by institutions to ensure that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 2 The bid of any bidder may be disregarded if that bidder, or any of its directors have:
- a. abused the MTPA's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
3.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.1.1	If so, furnish particulars:		
3.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access the Register enter the National Treasury's website, www.treasury.gov.za click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number 012-3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.2.1	If so, furnish particulars:		
3.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.3.1	If so, furnish particulars:		
3.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME)
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



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CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Quotation Number and Description)

in response to the invitation for the bid made by:

Mpumalanga Tourism and Parks Agency

(Name of Institution)

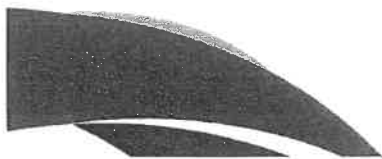
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of:

(Name of Respondent) that:

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - ☐ has been requested to submit a bid in response to this bid invitation;
 - ☐ could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - ☐ provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

³ 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.



- ☐ prices;
- ☐ geographical area where product or service will be rendered (market allocation)
- ☐ methods, factors or formulas used to calculate prices;
- ☐ the intention or decision to submit or not to submit, a bid;
- ☐ the submission of a bid which does not meet the specifications and conditions of the bid; or
- ☐ bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder



PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80 preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS



- (a) **"B-BBEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BBEE status level of contributor"** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **"bid"** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"EME"** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- | | | | |
|----|---|----------------------|--------|
| 1) | level certificate issued by an authorized body or person; | B-BBEE | Status |
| 2) | prescribed by the B-BBEE Codes of Good Practice; | A sworn affidavit as | |
| 3) | requirement prescribed in terms of the B-BBEE Act; | Any | other |
- (i) **"QSE"** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration
 P_t = Price of bid under consideration
 P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: =(maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- What percentage of the contract will be subcontracted.....%
- The name of the sub-contractor.....
- The B-BBEE status level of the sub-contractor.....
- Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
☐ One person business/sole propriety
☐ Close corporation



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- ☐ Company
☐ (Pty) Limited
 [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
 [TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
---	---



DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2011 (Regulation 9) makes provision for the promotion of local production and content.
- 1.2. Regulation 9.(1) prescribes that in the case of designated sectors, where in the award of bids local production and content is of critical importance, such bids must be advertised with the specific bidding condition that only locally produced goods, services or works or locally manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for bids referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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



Private Bag X11338 Nelspruit, 1200, N4 National Road, Hall's Gateway, Mthatha
Tel: +27 (13) 759 5300/01 Fax: +27 (13) 755 3928
www.mpumalanga.com

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrial development/ip.jsp> at no cost.

- 1.6 A bid may be disqualified if –
- (a) this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation; and
 - (b) the bidder fails to declare that the Local Content Declaration Templates (Annex C, D and E) have been audited and certified as correct.

2. Definitions

- 2.1. **"bid"** includes written price quotations, advertised competitive bids or proposals;
- 2.2. **"bid price"** price offered by the bidder, excluding value added tax (VAT);
- 2.3. **"contract"** means the agreement that results from the acceptance of a bid by an organ of state;
- 2.4. **"designated sector"** means a sector, sub-sector or industry that has been designated by the Department of Trade and Industry in line with national development and industrial policies for local production, where only locally produced services, works or goods or locally manufactured goods meet the stipulated minimum threshold for local production and content;
- 2.5. **"duly sign"** means a Declaration Certificate for Local Content that has been signed by the Chief Financial Officer or other legally responsible person nominated in writing by the Chief Executive, or senior member / person with management responsibility (close corporation, partnership or individual).
- 2.6. **"imported content"** means that portion of the bid price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or its subcontractors) and which costs are inclusive of the costs abroad (this includes labour or intellectual property costs), plus freight and other direct importation costs, such as landing costs, dock duties, import duty, sales duty or other similar tax or duty at the South African port of entry;
- 2.7. **"local content"** means that portion of the bid price which is not included in the imported content, provided that local manufacture does take place;
- 2.8. **"stipulated minimum threshold"** means that portion of local production and content as determined by the Department of Trade and Industry; and
- 2.9. **"sub-contract"** means the primary contractor's assigning, leasing, making out work to, or employing another person to support such primary contractor in the execution of part of a project in terms of the contract.

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

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



_____ %
 _____ %
 _____ %

4. Does any portion of the services, works or goods offered have any imported content?

(Tick applicable box)

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

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

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

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

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

5. Were the Local Content Declaration Templates (Annex C, D and E) audited and certified as correct?

(Tick applicable box)

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

- 5.1. If yes, provide the following particulars:

- (a) Full name of auditor:
 (b) Practice number:
 (c) Telephone and cell number:
 (d) Email address:

(Documentary proof regarding the declaration will, when required, be submitted to the satisfaction of the Accounting Officer / Accounting Authority)

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



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

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

IN RESPECT OF BID NO.

ISSUED BY:
NB

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

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

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

Bid price, excluding VAT (y)	R
Imported content (x), as calculated in terms of SATS 1286:2011	R

Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

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

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 13 of the Preferential Procurement Regulations, 2011 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____ **DATE:** _____

WITNESS No. 1 _____ **DATE:** _____

WITNESS No. 2 _____ **DATE:** _____



Annexure A

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 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.

TABLE OF CLAUSES

1. Definitions
2. Application
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
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33. National Industrial Participation Programme (NIPP)

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 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 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.

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| 2. Application | <p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p> |
| 3. General | <p>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.</p> <p>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</p> |
| 4. Standards | <p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p> |
| 5. Use of contract documents and information; inspection. | <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> |
| 6. Patent rights | <p>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.</p> |
| 7. Performance security | <p>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.</p> |

- 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 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.</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 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.</p> |

- 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	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.