



**TENDER NO: NWTB /GEN/004-2022**

**TENDER DOCUMENT**

**FOR**

**ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA  
DIESEL GENERATOR FOR MAFIKENG HOTEL SCHOOL**

**CLOSING DATE: FRIDAY, 05<sup>TH</sup> AUGUST 2022**  
**CLOSING TIME: 11:00 A.M**

**ISSUED BY:  
NORTH WEST TOURISM BOARD  
PRIVATE BAG X35  
MMABATHO  
2735**

**TEL: (018) 386 2225**

**NAME OF SERVICE PROVIDER:**

.....

**ADDRESS**

:.....

.....

.....

**TELEPHONE NUMBERS**

:.....

**FAX NUMBER**

:.....

**EMAIL ADDRESS**

:.....

## **TENDER INVITATION**

### **NORTH WEST TOURISM BOARD**

#### **ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA DIESEL GENERATOR FOR MAFIKENG HOTEL SCHOOL**

**SCOPE OF WORKS:** To provide services of engineering, procuring and construction of a 400KVA generator at Mafikeng Hotel School

**EVALUATION CRITERIA:** Bids will be evaluated in terms of the **80/20** preference point system as prescribed in the Preferential Procurement Policy Framework Act No. 5 of 2000 and Preferential Procurement Regulation of Dec 2011. Bids will also be evaluated on functionality; as stipulated in the bid document; as well as submission of all compliance documentation required; duly completed and signed bid document, pricing and experience.

**DOCUMENTS:** Documents will be available from **Tuesday ,12<sup>th</sup> July 2022**, between 08h00am to 16h00 from the Supply Chain Manager's office , Mafikeng Hotel School; Stand 4142 Nelson Mandela Drive; Mmabatho 2735

**BRIEFING SESSION :** A **COMPULSORY BREFING SESSION WILL BE HELD ON TUESDAY ,19<sup>th</sup> July 2022 AT MAFIKENG HOTEL SCHOOL**

**BID CLOSING:** **Friday, 05<sup>th</sup> August 2022 at 11h00am.**  
**Bid documents to be deposited in the Bid Box situated at Mafikeng Hotel School Staff Entrance ; stand 4142 Nelson Mandela Drive; Mmabatho on or before closing date and time.**

Procurement Related queries may be directed to the Acting SCM Manager Mr Job Selebogo, on [jselebogo@nwtb.co.za](mailto:jselebogo@nwtb.co.za) OR Ms Keneilwe Sekgetle on [ksekgetle@nwtb.co.za](mailto:ksekgetle@nwtb.co.za)

**(North West Tourism Board supports the principle of Broad Based Black Economic Empowerment and same will be a consideration in tender adjudication. North West Tourism Board does not bind itself to accept the lowest or any tender. and does not accept responsibility for any costs incurred by a third party in the development/preparation of the tender proposal)**



Postal Address: Private Bag x35 Mmabatho 2735, North West Province, South Africa  
Street Address: Stand 4142 Nelson Mandela Drive, MAFIKENG, 2735  
Telephone : (018) 397-1500 Fax : (018) 397-1649  
Email Address: [ktsoqang@nwtb.co.za](mailto:ktsoqang@nwtb.co.za) Web\_Site : [www.tourismnorthwest.co.za](http://www.tourismnorthwest.co.za)

Enquiries: Procurement Officer  
Tel: (018) 386 2225  
FAX: (086) 425 5926  
Email: [jselebogo@nwtb.co.za](mailto:jselebogo@nwtb.co.za)

**TENDER RULES**  
**BID NUMBER: NWTB/GEN /004-2022**

1. You are hereby invited to submit a bid for the Engineering, Procurement and Construction of a 400kva diesel generator for Mafikeng hotel school.
2. The conditions contained in the General Conditions of Contract (GCC) attached and the attached bid forms, as well as any other conditions accompanying this invitation are applicable.
3. The work procedure the service provider proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract
4. All the documents accompanying this invitation to bid, must be deposited in the bid box, in a sealed envelope clearly marked with the description of this bid, before the closing date and time. The bid box is situated at the Administration Block entrance of Mafikeng Hotel School; stand 4142 Nelson Mandela Drive; Mmabatho 2735
5. No telegraphic, electronic or facsimile bids will be considered
6. The North West Tourism Board is committed to the principle of Broad Based Black Economic Empowerment and same is a consideration in tender adjudication.
7. The North West Tourism Board reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.
8. For further information, please contact the following:

Acting SCM Manager  
Mr Job Selebogo  
Tel: (018) 386 2225  
Email: [jselebogo@nwtb.co.za](mailto:jselebogo@nwtb.co.za)

Campus Administration Manager  
E -mail: [sledwaba@nwtb.co.za](mailto:sledwaba@nwtb.co.za)

9. Conditions to Bid

The bid is issued under the condition that the bidder should at any stage during planning, production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the North West Tourism Board. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the available apparatus, which may be

required for the purpose of such inspection, tests, and analysis free of charge unless otherwise specified. The bidder also agrees that its financial standing may be examined as part of the inspection.

All the relevant forms attached to this bid document must be completed and signed in **black ink** where applicable by a duly authorized official.

**10. Please ensure that the following documents are attached:**

- ◆ Original completed and signed where applicable Bid Documents;
- ◆ Central Supplier Database registration summary report reflecting a tax compliant status at a date of closure , In case of a joint venture all companies are to submit their CSD Reports (Sixty (60) days up until the tender closing date)
- ◆ A Valid Tax Clearance Certificate or Tax Status Pin on SARS Letterhead
- ◆ A certified valid BBBEE certificate copy (Not older than (06) months up until the date of tender closure)
- ◆ In case of Joint Venture, a Valid Tax Clearance/tax compliance pin on a SARS letterhead for all partners of the joint venture; a combined BBBEE certificate for the joint venture; CSD summary reports for all partners of the joint venture
- ◆ Latest Audited / Reviewed Annual Financial Statements for the company and a letter of creditworthiness from the bank ( i.e. bank rating letter A ,B , & C )
- ◆ Company Profile reflecting experience for contracts of similar nature and signed contactable reference letters for contracts of similar nature
- ◆ Proof of CIDB class of work and level of grading 4ME
- ◆ Trade Test Certificate (RED SEAL)
- ◆ Wireman's License
- ◆ Attendance of a compulsory site visit /information session
- ◆ A valid COIDA Letter of Good Standing from the Department of **Labour** ( Not older than six (06) months up until the date of tender closure )
- ◆ Certificate of Electrical Installation Registration 6 (4) Registration of Electrical Contractor
- ◆ Documents must be submitted in a clearly marked sealed envelope

**Should all the documents stated in item 10 above not be attached, your submission will be declared invalid.**

11. The North West Tourism Board accepts no responsibility for any costs incurred by a third party participating in the bidding process.

**12. EVALUATION CRITERIA TO BE USED**

First level of evaluation: Compliance

Second Level of evaluation: Functionality

Third level of evaluation:

80/20 point system, where:

- 80 points are for Price
- 20 points are for B-BBEE level of contribution

.....  
**ACTING SCM MANAGER**  
**NORTH WEST TOURISM BOARD**

**12<sup>TH</sup> JULY 2022**  
**DATE**

INSTRUCTION TO THE BIDDER

CHECKLIST

PLEASE ENSURE THAT THE FOLLOWING INFORMATION OR FORMS HAVE BEEN DULY COMPLETED AND SIGNED. TENDER'S MUST ENSURE THAT DOCUMENTS AS REQUESTED, ARE ATTACHED TO THE TENDER DOCUMENT.

1.	Authority to Sign the Bid	Yes		No	
2.	A valid Tax Clearance Certificate Is the valid Tax Clearance Certificate or SARS Pin attached?	Yes		No	
3.	SBD 1 Part A Invitation to Bid Is Your SBD 1 Part Invitation to Bid duly Completed and signed?	Yes		No	
4.	SBD 3.1 Pricing Schedule – Firm Prices ( Purchases ) Is the form duly completed?	Yes		No	
5.	SBD 4 (Declaration of interest) Is the form duly completed and signed?	Yes		No	
6.	SBD 6.1 (Preference Points claim form for purchases) Is the form duly completed and signed? Is your CERTIFIED valid B-BBEE Certificate copy attached? ( Not older than six (06) months up until the date of tender closure)	Yes		No	
7.	SBD 8 (Declaration of Past Supply Chain Practice) Is the form duly completed and signed?	Yes		No	
8.	SBD 9 (Certificate of Independent Determination) Is the form duly completed and signed?	Yes		No	
9.	Special Conditions of Contract Is the form duly completed and signed?	Yes		No	
10.	Terms of reference for Engineering , Procurement , Construction of 400 kva For Mafikeng Hotel School Is the form duly completed and signed?				
11.	Specification for Engineering , Procurement , Construction of 400kva Diesel Generator at Mafikeng Hotel School Is the form duly completed and signed?				
12.	CSD (Central Supplier Database) reflecting a tax compliant on the tax status at the time of closure( Sixty (60) days up until the tender closing date) is your CSD report attached?	Yes		No	
13.	BBBEE Certificate: Is your BBBEE Certificate attached? Is your CERTIFIED valid B-BBEE Certificate copy attached? ( Not older than six (06) months up until the date of tender closure)	Yes		No	
14.	Latest Audited / Reviewed Financial Statements Is your Latest Audited/ Reviewed Financial Statements and a letter of creditworthiness from the bank (i.e. bank rating letter A, B & C attached?	Yes		No	
15.	Company Profile reflecting experience for contracts of similar nature and signed contactable reference letters for contracts of similar nature Is your Company Profile reflecting experience contracts of similar nature and signed contactable reference letters for contracts of similar nature attached?	Yes		No	
16.	Proof of CIDB class of work and level of grading 4ME Is Proof of CIDB class of works and level of Grading 4ME attached?	Yes		No	
17.	Trade test certificate (red seal) Is your CIDB class of works and Level of Grading 4ME attached?	Yes		No	
18.	Wireman's license Is your Wireman's License Attached?				
19.	Certificate of Electrical Installation Registration 6(4) Registration of Electrical Contractor Is the Certificate of Electrical Installation Registration 6(4) Registration of Electrical Contractor attached?				
20.	Joint Venture Agreement (only when required when such agreement has been entered into by the company) Is your Joint Venture Agreement attached?	Yes		No	
21.	A valid COIDA Letter of Good Standing from the Department of Labour ( Not older than six (06) months up until the date of tender closure ) Is the COIDA Letter of Good Standing from the Department Labor Attached?	Yes		No	
AUTHORISED SIGNATURE		NAME (PRINT)			
CAPACITY		DATE			
COMPANY NAME					

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTH WEST TOURISM BOARD					
BID NUMBER:	NWTB/GEN/004-2022	CLOSING DATE	05 <sup>TH</sup> AUGUST 2022	CLOSING TIME:	11:00 A.M
DESCRIPTION	ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA DIESEL GENERATOR FOR MAFIKENG HOTEL SCHOOL				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MAFIKENG HOTEL SCHOOL (NEXT TO MMABATHO PALMS HOTEL)					
STAND 4142 NELSON MANDELA DRIVE					
MMABATHO 2735					
NORTH WEST PROVINCE					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR JOB SELEBOGO		CONTACT PERSON	MR S. LEDWABA	
TELEPHONE NUMBER	018 386 2225/2222/2121		TELEPHONE NUMBER	053 994 1820/1822 / 053 994 1820/25/27	
FACSIMILE NUMBER	086 574 4912		FACSIMILE NUMBER		
E-MAIL ADDRESS	jselebogo@nwtb.co.za		E-MAIL ADDRESS	sledwaba@nwtb.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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	
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
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**

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

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER: .....

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

DATE:.....

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

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

Name of bidder.....Bid number...NWTB/GEN/004-2022.
<b>Closing Time 11:00 A.M</b> <span style="float: right;"><b>Closing date: Friday, 05<sup>th</sup> AUGUST 2022</b></span>

**OFFER TO BE VALID FOR...90...DAYS FROM THE CLOSING DATE OF BID.**

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- 
- Required by: **NORTH WEST TOURISM BOARD**
  - At:
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....
  - \*Delivery: Firm/not firm (kindly circle what is applicable)
  - Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

\*Delete if not applicable

**SBD 4**

**DECLARATION OF INTEREST**

1. Any legal person, including persons employed by the state<sup>1</sup>, 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-

- the bidder is employed by the state; and/or
- 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<sup>2</sup>): .....

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 identity 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 **YES / NO**  
presently employed by the state

<sup>1</sup>"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; or
- (e) Parliament

<sup>2</sup>"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.

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:.....

Any other particulars:

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

2.8 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**

2.8.1 If yes, did you attached 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.

2.8.1.1 If no, furnish reasons for non-submission of such proof:

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

2.9 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.9.1 If so, furnish particulars:

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

2.10 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**

2.10.1 If so, furnish particulars

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

2.11 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES/NO**

2.11.1 If so, furnish particulars.

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

2.12 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.12.1 If so, furnish particulars:

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

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

<b>Full Names &amp; Surname</b>	<b>Identity Number</b>	<b>Personal Tax Reference Number</b>	<b>State Employee Number/Persal Number</b>

**4 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

**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 **not to exceed R50 000 000** (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable;

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:

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

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.



**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:

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

**(Tick applicable box)**

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

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

<b>Designated Group: An EME or QSE which is at last 51% owned by:</b>	<b>EME</b> √	<b>QSE</b> √
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		
<b>OR</b>		
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
- 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> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**CONTRACT FORM – RENDERING OF SERVICES**

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

**PART 1 (TO BE FILLED BY THE SERVICE PROVIDER)**

1. I hereby undertake to supply all or any of the goods and /or works described in the attached bidding documents NORTH WEST TOURISM BOARD in accordance with the requirements and specifications stipulated in the document at the price/s quoted. My offer/s remains binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:

(i) Bidding documents, *viz*

- Invitation to Bid
  - Tax clearance certificate
  - Technical Specifications (s)
  - Pricing schedule(s);
  - Preference claims for Broad Based Black Economic Empowerment
  - Status Level of Contribution in terms of Preferential Procurement Regulations 2011 ;
  - Form of Offer ;
  - Declaration of interest;
  - Declaration of bidders past SCM practices
  - Certificate of Independent Bid Determination
  - Special conditions of the contract
- (ii) General Conditions of Contract; and  
 (ii) Other ( Specify )

3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and the rate(s) cover all my obligations and I accept any mistakes regarding the price(s) and rate(s) and calculations will be at my own risk;

4.I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract;

5.I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid;

6.That my bid is and will remain valid for a period of 90 calendar days from the date of close of tender;

i. 6. Penalties will be applicable and payable as per security requirements schedule;

ii. 7. I confirm that I am duly authorised to sign this contract.

iii.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>COMMISSIONER OF OATHS</b>
NAME (PRINT).....
.....
DESIGNATION.....
DATE .....
<b>OFFICIAL STAMP</b>

**CONTRACT FORM – RENDERING OF SERVICES  
PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I.....in my capacity as .....

accept your bid under dated .....for the rendering of services as indicated hereunder and/or further specified in annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the goods/works delivered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice, accompanied by a delivery note.

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED )	DELIVERY PERIOD	BBBEE LEVEL OF CONTRIBUTION	STATUS OF	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT ( IF APPLICABLE )

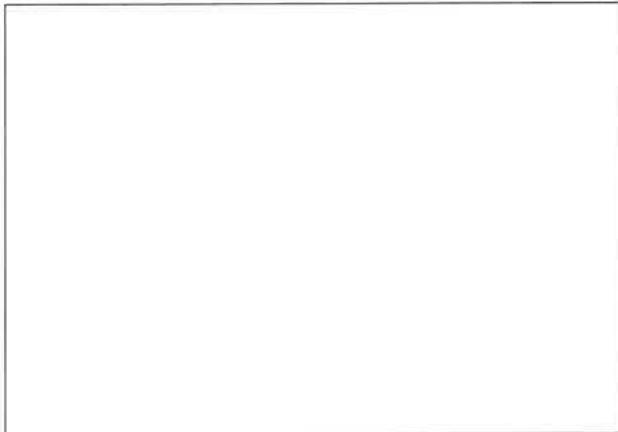
4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP



<b>WITNESSES</b>
1 .....
2.....
DATE.....

<b>COMMISSIONER OF OATHS</b>
NAME (PRINT).....
.....
DESIGNATION.....
DATE .....



## SBD 8

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
  - a. abused the institution's supply chain management system;
  - b. committed fraud or any other improper conduct in relation to such system; or failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p><b>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</b></p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>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)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		

4.3	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"/>
4.3.1	If so, furnish particulars:		
4.4	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"/>
4.4.1	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 Service Provider**



## CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.



**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

**ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA DIESEL GENERATOR FOR  
MAFIKENG HOTEL SCHOOL**

(Bid Description)

in response to the invitation for the bid made by:

**NORTH WEST TOURISM BOARD**

(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: \_\_\_\_\_ that:

(Name of Bidder)

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:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) 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 consortium<sup>3</sup> 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:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) 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.

<sup>3</sup> 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.

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

**ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA DIESEL GENERATOR FOR  
MAFIKENG HOTEL SCHOOL**

**NWTB/GEN/004-2022**

**BACKGROUND**

The Hotel Schools Division can be regarded as a pro –active role player, developing the skills base of the human capital of the North West Province to ensure sustainable economic and social growth. The future role that specialized institutions such as Mafikeng Hotel School fulfil in relation to addressing historical imbalances within education and training is invaluable to the provincial government and the people of the North West Province. Socialized institutions such as the Hotel Schools service a niche market that is so vital to the overall economic development of the country as a whole and its people

**The 400Kva diesel generator to be installed at the Mafikeng Hotel School must meet the following minimum requirements:**

- The product must be reliable, durable and quality to meet the highest local and international standards
- The standby generator set must come with a standard 2 years warranty or 10 000hrs, whichever comes first and a 1 year warranty on prime generator sets.
- Full range of maintenance programs tailored to meet our specific needs (Hospitality sector) and give the hotel school a complete peace of mind
- 

**SCOPE OF WORK FOR THE 400Kva Diesel generator**

1. The fully weather-proof sound attenuated enclosures manufactured.
2. Sound proof canopy
3. Fuel system
4. Base mounted tank
5. 600 litres mounted fuel tank
6. Fuel filter and all other necessary pipes that will be needed
7. Fuel supply and return line
8. Control panel, electrical and mechanical
9. Changeover to build into DB board
10. Set mounted stop and start
11. External panel box
12. Charging alternator
13. Positioning of the generator
14. Additional electrical parts

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- 15. Cable terminal and cable reticulation
- 16. Control panel control mounted on the set, complete with pole circuit breaker and all necessary instrumentation and controls for manual starting/automotive starting and stopping of the unit.
- 17. The necessary compliance certificate (CoC by a qualified electrician with trade test certificate and wireman's license)
- 18. Batteries
- 19. Battery stand mounted
- 20. Battery cable and link
- 21. Battery starter
- 22. Make provision to remove the existing Generator and Spillage Control
- 23. The prospective bidder to also make provision for all cabling necessary
- 24. The generator manual, drawing and documentation are compulsory
- 25. Disconnect the existing generator and discharge all cables
- 26. All civil works-The building concept plinth and the plinth must hold at 2 tons of weight
- 27. The generator will remain stored at the hotel school generator room

Yours faithfully,

Signature (duly authorized to sign) : .....

on behalf of (Company name) : .....

Address : .....

.....

**BIDDERS ARE REQUESTED TO SUBMIT DETAILED PRICED PROPOSAL ON COMPANY  
LETTERHEAD**

**EVALUATION METHODOLOGY**

Contract will be awarded in terms of Regulations 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act of 2000), bids will be adjudicated in terms of (80/20) preferential point system in terms of shortlisting process which points are awarded to bidders on the basis of :

**FUNCTIONALITY**

**FUNCTIONALITY (100) POINTS**

A maximum of 100 points may be awarded for the proven extent of the bidders for functionality. In order for a tender to be considered the tenderer must be able to demonstrate his ability with regards to the following and points will be awarded as follows: proof to be provided

	<b>TECHNICAL EVALUATION CRITERIA AND WEIGHING</b>	
1	<p><b>CIDB GRADING LEVEL 4ME:</b></p> <p>Kindly provide the CIDB CRS number for bidder. In case of a joint venture, all partners to submit the CIDB CRS numbers.</p>	Total Points allocated=25
2.	<p><b>EXPERIENCE IN ENGINEERING, PROCURING AND CONSTRUCTION OF GENERATORS:</b></p> <p>One to five installed =10 points Six to ten installed =20 points</p>	Total Points allocated=20
3.	<p><b>COMPANY DOCUMENTATION</b></p> <p>Company profile =10 points Audited/Reviewed Financial statements = 10 points</p>	Total Points allocated = 20
4	<p><b>ROUTINE MAINTENANCE/SUPPORT</b></p> <p>Ability to demonstrate and support for two years after installation = 5 points Routine Maintenance = 10 points</p>	Total Points allocated = 15
5.	<p><b>LOCALITY</b></p> <p>North west Province = 10 points Other provinces = 5 points Kindly submit proof thereof e.g. municipal statement not older than three (months ) proof of residence : lease /rental agreement</p>	Total Points allocated = 10
6.	<p><b>SIGNED CONTACTABLE REFERENCE</b></p> <p>1 = 2 2=4 3=6 4=8 6 and above =10</p> <p>Signed reference letters to also state the number of years in the bidding company was contracted for in the reference letters</p>	Total Points allocated = 10

**TOTAL 100**

### **Minimum Threshold for functionality**

A bidder that scores less than 70% in respect of **functionality** will be regarded as submitting non –responsive proposal and will be disqualified. A bidder who scored the minimum threshold of 70% or above will advance to the next stage phase of the evaluation on the **80/20** preference point system, where price = **80** and empowerment = **20** (B-BBEE Level of Contribution)

- 1) Only a bidder who has completed and signed the declaration part of the preference points claim form, and submit the BBEE certificate will be considered for preference points.  
Before a bid is adjudicated or any time, it may be required from a bidder to substantiate claims it has made with regard to preference.
- 2) Points scored will be rounded off to the nearest 2 decimals. In the event that the two or more bids have scored equal total points, the contract will be awarded to the bidder scoring the highest number of points for the BBEE points.
- 3) The North West Tourism Board RESERVES THE RIGHT TO :
  - Request further information from any bidder after the scoring date ;
  - Verify that bidder(s) have at their disposal the necessary infrastructure, equipment and tools to execute the contract to the satisfaction of the North West Tourism Board prior to the awarding of the contract.
  - Inspect the operation or any part thereof during the evaluation phase of the bid
- 4) All proposals will be treated strictly confidential

**FORM OF OFFER**

**Short Description of Service:**

**ENGINEERING, PROCUREMENT AND CONSTRUCTION OF A 400KVA DIESEL GENERATOR FOR  
MAFIKENG HOTEL SCHOOL**

Having examined the attached documents and Specifications of the above named service, I/we offer to provide all services as set out in the specifications, save as amended by the Alterations by Tenderer (if any), for the sum of

R.....(amount in numbers/figures)

Amount in words .....

..... or such other sum as may be ascertained in accordance with the terms of the Contract.

In the event of there being any errors of extension or addition in the priced Schedule of Services, I/we agree to their being corrected by you.

I/we undertake to deliver all of the services as laid out in the Schedule of Services within a specified period. If my/our tender is accepted, I/we will, when required sign a delivery contract with the North West Tourism Board.

Unless and until a formal agreement is prepared and executed, this tender together with the written acceptance thereof by yourselves, shall constitute a binding contract between us.

I/we understand that you are not bound to accept the lowest or any tender you may receive.

Yours faithfully,

Signature (duly authorized to sign) .....

on behalf of (Company name) .....

Address .....

.....

.....

Telephone number .....

Date .....

CONFIRMATION OF ADHERANCE TO COMPULSORY SITE INSPECTION

---

NWTB .....

CONTACT PERSON .....

CONTACT NUMBER .....

PHYSICAL ADDRESS .....

It is hereby confirmed that \_\_\_\_\_ (name of company) followed the Request For Quotation requirement of a compulsory site inspection to the relevant buildings/site

on \_\_\_\_\_ (date).

Tendered: .....

Date: .....



.....  
NWTB OFFICIAL

ANNEXURE A

GENERAL CONDITIONS OF CONTRACT

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to NWPB's 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 with NWPB

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
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Sub contracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law

31. Notices
32. Taxes and duties
33. National Industrial Participation Programme ( NIPP)

## **General Conditions of Contract**

### **1. Definitions**

The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids;
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations;
- 1.4 "Corrupt practice" means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution;
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its Government and encouraged to market its products internationally;
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly or components, a commercially recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components;
- 1.7 "Day" means calendar day;
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order;
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand;
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specific site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained;
- 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA;
- 1.12 "Force Majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes;
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders

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(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 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 the service;

1.20“Project Site” where applicable, means the place indicated in the bidding documents;

1.21“Purchaser” means the organisation 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 this contract;

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

## **2. Application**

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

## **3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged

## **4. Standards**

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

## **5. Use of contract documents and information inspection**

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

## **6. Patent Rights**

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

## **7. Performance Security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC;

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract;

7.3 The performance security shall be denominated in the currency of the 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 specific in the 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 NWPB or an organisation acting on behalf of NWPB;

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 costs of the inspections, tests and analyses shall be defrayed by the purchaser;

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier;

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected;

8.7 Any contract supplies may on or after delivery be inspected, tested or 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 supplier's costs 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 the account of a breach of the conditions thereof, or to act in terms of clause 23 of the 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 the 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 the SCC;
- 10.2 Documents to be submitted by the supplier are specified in the 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 the 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 the 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 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 the 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 the SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract

#### **16. Payment**

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC;

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract;

16.3 Payment shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier;

16.4 Payment will be made in Rand unless otherwise stipulated in the SCC;

## **17. Prices**

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

## **18. Contract amendments**

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

## **19. Assignment**

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

## **20. Subcontracts**

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

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract;

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a Government body or parastatal;

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

21.5 Except as provided under GG 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 in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quantity 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 judgement 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.

### **24. Anti-dumping and countervailing duties and rights**

24.1 When, after 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 subsidised import, NWPB is not liable for any amount so required or imposed, or for the amount of any such increase. When, after 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 NWPB or the NWPB 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 another 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 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 to the supplier

## **28. Limitation of liability**

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply

(c) 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, licence fees, and other such levies imposed outside the purchaser’s country;

32.2 A local supplier shall be entirely responsible for all taxes, duties, licence fees, etc., incurred until delivery of the contracted goods to the purchaser

**33. National Industrial Participation ( NIP) Programme**

The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation

I, THE UNDERSIGNED (NAME).....

I ACCEPT THAT THE GOVERNMENT PROCUREMENT GENERAL CONDITIONS OF THE CONTRACT AS STIPULATED IN THE DOCUMENT.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder