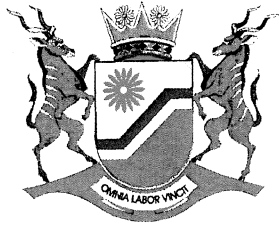


MPUMALANGA PROVINCIAL GOVERNMENT



**DEPARTMENT OF PUBLIC WORKS, ROADS AND
TRANSPORT**

BID NUMBER: PWRT/681/23/MP

**DATABASE REGISTRATION FORM FOR
PROFESSIONAL SERVICE PROVIDERS
FOR THE DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT FOR A
PERIOD OF THREE (3) YEARS**

ISSUED BY:

Department of Public Works, Roads and Transport
Private Bag X11310
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....
(Also in words):
.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS ROADS AND TRANSPORT					
BID NUMBER:	PWRT/681/23/M	CLOSING DATE:	11 AUGUST 2023	CLOSING TIME:	12H00
DESCRIPTION	DATABASE REGISTRATION FORM FOR PROFESSIONAL SERVICE PROVIDERS FOR THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. EJ Baloyi		CONTACT PERSON	Ms. PC Sibuyi	
TELEPHONE NUMBER	013 562 0047		TELEPHONE NUMBER	073 347 3653	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP



public works,
roads & transport
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

Official Stamp

**PROFESSIONAL SERVICE PROVIDER DATABASE
REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF
PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF
THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS**

TENDER NO: PWRT/681/23/MP

The Department of Public Works, Roads and Transport

Private Bag X11302

Mbombela 1200

Rhino Building, Government Boulevard

Riverside Park, Ext. 2

Mbombela 1200

Contact:

Name: Mr. EJ Baloyi

Telephone: +27(0) 13 766 8529 / +27(0) 76 562 0047

Tenderer:

CSD Registration No:

CIDB Registration Number:

Indicate Professional Service Bidding for (Discipline):

.....

.....

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

Bidders offering the following professional services **are eligible** to register on the Database:-

NOTE:

- Please tick relevant box of professional services offered
- In cases of multi-disciplinary services, the service providers are required to tick more than one box.

- | | |
|--------------------------|--|
| ☐ | Architecture |
| ☐ | Civil Engineering (i.e. structural, transportation, traffic, geotechnical, water, bridges, roads and highways etc) |
| ☐ | Electrical Engineering |
| ☐ | Environmental Management |
| ☐ | Landscaping Architecture |
| ☐ | Land Surveying |
| ☐ | Material Testing and Laboratory Services |
| ☐ | Mechanical Engineering |
| ☐ | Occupational Health and Safety |
| ☐ | Project Management |
| ☐ | Property Valuation |
| ☐ | Quantity Surveying |
| ☐ | Road Safety Audits |
| ☐ | Social Facilitation |
| ☐ | Town Planning |
| ☐ | Training Providers for Built Environment Projects |

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TENDER NO: PWRT/681/23/MP

1. INFORMATION AND NOTES

1.1 Overview

The Mpumalanga Department of Public Works, Roads and Transport (DPWRT) hereby invite eligible and interested professional service providers to participate in its database for consultancy services in the built environment for a period of three (3) years.

These professional services are required to assist and support the DPWRT in fulfilling its service delivery mandate and vision in providing both social and economic infrastructure. This mandate entails planning, design, procurement, documentation, supervision, advisory, gateway reviews, research etc. for infrastructure delivery.

1.2 Enquiry

All enquiries should be directed to the under listed officials:-

✚ Mr Edwin Baloyi

Director: Design and Material

013 766 8529

baloyie@mpg.gov.za

✚ Mr PC Sibuyi

Director: Building Planning and Design

013 766 8917

pcmathenjwa@mpg.gov.za

1.3 Closing Date

The physical address for collection of tender documents is the offices of the Supply Chain Management in:

1.3.1 MBOMBELA

Riverside Government Complex

Building No 9, Government Boulevard, Mbombela , 1200

Telephone number: Mr VS Ngobe (013) 766 6339 or Mr J Sithole (013) 766 8258 or Ms MB Theko (013) 766 8269

Fax number:(013) 766 8455

TENDER NO: PWRT/681/23/MP

1.3.2 MALELANE

The Provincial Treasury

24 Air Street

Malelane

Contact Person: Mr. G Sibiya or Ms. DM Thobela: or 013 7900 256

Fax No. : (013) 790 0514

1.3.3 SIYABUSWA

Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa, 0472

Contact Person: Mr. Tsepho Ngwatle or Ms Sophie Masanabo

Contact: 013-766 7961 / 62

1.3.4 MIDDELBURG

Department of Public Works

Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor,
Office numbers A20, 21 and 25

Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini or Ms Linah Nethononda or Mr KS Msiza

Telephone number: (013) 282 8776 / 9151

Fax number : (013) 282 8776

1.3.5 ELUKWATINI

Elukwatini Sub Regional offices

Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12
Extension A, Elukwatini, 1190

Contact Person: Mr Z Mkhonza or Ms TL Khathide: Telephone No: 017 883 1396/7

TENDER NO: PWRT/681/23/MP

1.3.6 PIET RETIEF

No 11 Measroch Street, Piet Retief Office

Contact Person: Mr Alex Shongwe

Telephone number :(017) 826 1671

Fax No: (017) 826 0577

1.3.7 KWAMHLANGA

KwaMhlanga Government Complex

Department of Finance, Building No. 12, Computer Centre

Contact Person: Ms I Nethononda: 013-766 4872, Ms E Mnguni: 013 766 4873 or Mr MK Sibanyoni :013 766 4886 or Mr DE Mahlangu : 013 – 766 4875

Fax Number: (013) 947 2250

1.3.8 EVANDER

10 Cornell Road (previously occupied by Evander Home

Affairs Offices), Evander, 2280

Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or Ms TV Manana

Telephone Number: (013) 766 1796 or 1794 or 1790

Fax Number: (013) 766 7112

1.3.9 BUSHBUCKRIDGE

The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge

Contact Person: Ms Mapula Kgotsoka, Ms Patricia Shikwambana and Mr Peterson Sithole:

Telephone Numbers: 013 799 2125

Fax: (013) 799 0535

TENDER NO: PWRT/681/23/MP

Documents may be collected during working hours between 08:00 and 16:00

Please note that while tender documents can be collected at any of the abovementioned satellite offices, tender documents can **ONLY BE SUBMITTED** at the following Supply Chain Management Offices listed below:

MBOMBELA

Riverside Government Complex

Building No 9, Government Boulevard, Mbombela, 1200

Telephone number: Mr VS Ngobe (013) 766 6339 or Mr J Sithole (013) 766 8258 or Ms MB Theko (013) 766 8269

PIET RETIEF

No. 11 Measroch Street, Piet Retief Office

Contact Person: Mr Alex Shongwe

Telephone number: (017) 826 1671

KWAMHLANGA

KwaMhlanga Government Complex

Department of Finance, Building No. 12, Computer Centre

Contact Person: Ms Linah Nethonoda: 013 – 766 4872, Emily Mnguni: (013) 766 4873 or Mr MK Sibanyoni : 013 766 4886 or Mr DE Mahlangu: 013 766 4875

EVANDER

10 Cornell Road (previously occupied by Evander Home

Affairs Offices), Evander, 2280

Contact Person: Mr Andries Mahlangu or Ms Martha Mahlangu or MS TV Manana or Ms MJ Mavimbela

Telephone Number: (013) 766 1796 or 1794 or 1790 or 1795

TENDER NO: PWRT/681/23/MP

BUSHBUCKRIDGE

The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge

Contact Person: Ms Mapula Kgotsoka, Ms Patricia Shikwambana and Mr Peterson Sithole

Telephone Numbers: 013 799 0229/ 2125

MIDDELBURG

Department of Public Works

Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor,
Office numbers A20, 21 and 25

Contact Person: Ms Lorraine Motebu or Ms Mendy Kabini or MS Linah Nethononda or Mr KS Msiza

Telephone number: (013) 282 8776 / 9151

MALELANE

The Provincial Treasury

24 Air Street

Malelane

Contact Person: Mr G Sibiya or Ms DM Thobela: 013 7900 403

Fax No. : (013) 790 0514

ELUKWATINI

Elukwatini Sub Regional Offices

Office numbers A49 and A50) opposite Elukwatini Community Hall) Stand number 12
Extension A, Elukwatini, 1190

Contact Person: Mr Z. Mkhonza or Ms TL Khathide: Telephone 017 883 1396/7

A non-refundable tender deposit of **R100-00** payable in cash or by bank guaranteed cheque made out in favor of the Employer is required on collection of the tender documents.

1.4 Clarification Meeting

Compulsory Briefing and clarification meeting is as detailed in the tender advertisement.

- Tenderers /Bidders must sign attendance in the name of tendering entity.
- Tenderers/bidders will be considered for evaluation only from those tendering entities appearing on the attendance list.
- Where applicable Addenda will be issued to tenderers/bidders appearing on the attendance register.

1.5 Database Validity

The bidders shall be valid on the database for a period of three (3) years from the date the database comes into effect through publishing on the tender bulletin of the Mpumalanga Province.

1.6 Bid Conditions

All bidders shall take note of the following conditions:

- 1) Bidders who do not meet the eligibility criteria shall not be considered.
- 2) All Bids which are late, incomplete, not completed in black ink, corrections not initialed, unsigned or submitted by facsimile or electronically will not be accepted.
- 3) Bidders who cannot demonstrate possession of the necessary professional and technical qualifications, professional and technical competence, resources, experience will not be considered.
- 4) Bidders to indicate professional services offered on the cover page.
- 5) In cases of multi-disciplinary services, the service providers must indicate the professional services offered.
- 6) Successful bidders will be registered as a service provider / supplier on the DPWRT Professional Service Provider Database for a period of three (3) years.
- 7) The successful bidders will be registered as a service provider / supplier on the Database under their Service Category and graded as large, medium and small based on the total pre-qualification point scored.

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

- 8) Registration of the Professional Service Provider Database does not entitle the service provider / supplier to any business opportunities offered by the Mpumalanga DPWRT nor will it place any obligation on DPWRT whatsoever.
- 9) Allocation of work on the database shall be done through standard procurement procedures for professional services or as specified on the DPWRT Supply Chain Management Policy and other relevant prescripts

1.7 Eligibility Criteria

Bidders offering the following professional services **are eligible** to register on the Database: -

NOTE:

- Please tick relevant box of professional services offered
- In cases of multi-disciplinary services, the service providers are required to tick more than one box.

- ☐ Architecture
- ☐ Civil Engineering (i.e. structural, transportation, traffic, geotechnical, water, bridges, roads and highways etc.)
- ☐ Electrical Engineering
- ☐ Environmental Management
- ☐ Landscaping Architecture
- ☐ Land Surveying
- ☐ Material Testing and Laboratory Services
- ☐ Mechanical Engineering
- ☐ Occupational Health and Safety
- ☐ Project Management
- ☐ Property Valuation
- ☐ Quantity Surveying
- ☐ Road Safety Audits
- ☐ Social Facilitation
- ☐ Town Planning
- ☐ Training Providers for Built Environment Projects

1.7 Eligibility Criteria

The bidder will **not be eligible** to be enlisted on the database if:

- 1) The bidder is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- 2) The bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- 3) The bidder cannot demonstrate possession of the necessary professional and technical qualifications and competency, personnel and experience to perform the contract;
- 4) Proof of company (practice) registration with the relevant as guided by the different council's requirement.
- 5) The bidder cannot provide proof of being registered on the Central Supplier Database.
- 6) Bidders that are not in good standing with respect to tax related matters will be given 7 days to rectify their tax compliance matters, failing of which they will not be registered on the database.
- 7) Where applicable, the bidder cannot demonstrate proof of professional registration of **at least one** if its Directors / Shareholders / Partners / Sole Proprietor with the relevant professional regulatory council under which they practice. Please note that this will be applied in accordance to requirements of any relevant professional body where required.
- 8) Where applicable, the Director (Similar person as per the submission on item no.2 above) should have a minimum of 51% ownership of the company which is submitting this bid. This will be guided by applicable and relevant professional bodies requirements

1.8 Returnable Documents

All bidders who wish to be registered on the database are required to submit the following documents together with the fully completed Database Registration Form.

Compulsory Returnable Documents

No.	CRITERIA	RETURNABLE
1	Proof of registration in the Central Supplier Database Report.	CSD Report
2.	Either Director /personnel and/or the company must have the relevant qualification to be professionally registered with the relevant professional body as indicated below: 2.1. Architect - Pr. (SACAP) or equivalent 2.2. Quantity Surveying - Pr. as (SACQSP), 2.3. Civil Engineering - (Pr. Eng./Pr. Tech (ECSA), 2.4. Material testing and laboratory services – SANAS Accredited 2.5. Mechanical Engineering AND Electrical Engineering (Pr. Eng./Pr. Tech (ECSA), 2.6. Property Valuation - SACPVP / SAIV 2.7. Land Surveying - SAGC 2.8. Occupational Health and Safety - SACPCMP 2.9. Environmental Management - SACNASP 2.10 Social facilitation – No registration Required 2.11 Town Planning - SACPLAN 2.12 Project Management - Pr. CPM (SACPCMP). 2.13 Training Providers for Built Environment projects — Relevant CETA ACCREDITATION 2.14 Traffic Engineering-(Pr. Eng./Pr. Tech (ECSA	CV of the Director and/or personnel with certified copies of qualifications and professional registration certificate.
3.	For some Professional Services, the Director (Similar person as per the submission on item no.2 above) should have a minimum of 51% ownership of the company which is submitting this bid. This will be guided by applicable and relevant professional bodies requirements	Certified copy of ownership certificate. (CK or Share Certificate)
4.	Endorsed & Signed JV Agreement (In case of JVs)	Fully signed JV Agreement
5.	Certified ID copies of Owners / Directors / members / Shareholders (not more than 3 months)	Certified ID Copies
6.	Proof of company registration from CIPC and Directors/Owners share certificates where applicable	CIPC Certificate
7.	Valid Letter of good standing (COIDA/FEM)	Letter of good standing
8	Copy of a Compliance Tax Pin issued by SARS	Tax Pin

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

9.	Proof of authority to sign the document must be submitted e.g. company resolution.	Company Resolution
10.	Completed and signed SDB Forms 1, 4, 6.1 and 6.2	Fully completed SBD forms (1, 4, 6.1 and 6.2)
11.	Foreign qualifications must be Validated by SAQA and proof hereof must be submitted with the bid	SAQA validated foreign qualifications
12.	Compulsory Enterprise Questionnaire	
13.	Certificate of Authority for Signatory.	
14.	Record of Addenda to Tender Documents	(Where applicable).

1.9 Returnable Documents Required For Evaluation Scoring Only

No	Documents Required
1	Evaluation Form: Schedule of relevant personnel (in the format provided with attachment of Certified copies of academic qualifications of key personnel – Foreign qualifications must be validated to South African Standard and proof thereof and Curriculum vitae of key personnel)
2	Evaluation Form: Schedule of company's experience (in the format provided with attachment of appointment letters and completion certificate where work has been completed)
3	Curriculum vitae of key personnel
4	Certified copies of academic qualifications of key personnel – <i>Foreign qualifications must be validated to South African Standard and proof thereof.</i>
5	Certified copies of registration of key personnel with professional (statutory) bodies
6	Proof of residence, utility bill or lease agreement to the name of the bidder

1.9 Evaluation Methodology

The evaluation of the received bids will be based on the following basis shall conduct the evaluation as follows:

Functionality	100
----------------------	------------

Points for Price and Specific goals

Functionality	90
Specific Goals	10

1.9.1 Functionality

Functionality will be scored on 100-point scale.

The sub-criteria is listed below: -

(a) Number of Registered Personnel in Company (50 Points)

(a.1) Number of Professionals

No	Number of Professionals	Points
1	5 or more professional registered personnel	30
2	3 - 4 professional registered personnel	20
3	1-2 professional registered personnel	10
4	None	0

(a.2) Work Experience of Registered Professional – Team Leader

Nr	Work Experience of Registered Professionals	Points
1	Professionally registered with 15 years' or more experience in relevant category	20
2	Professionally registered with 10 years' or more (less than 15 years) experience in relevant category	15
3	Professionally registered with 5 years' or more (Less than 10 years) experience in relevant category	10
4	Professionally registered with less than 5 years in relevant category	5

Means of verification: Proof of registration with relevant Professional Bodies, academic qualification **must** be attached. Personnel cannot appear in more than one company for the same services to be provided; collusion will lead to non-allocation of points when found. (certified copies should not be older than 3 months)

(b) Company's work experience (40 Points)

Value of projects performed in the past **five (5) years** for the following category of works:-

(b.1) Building Infrastructure Projects

Project value	Points
Above R 100 million	40
> R 50 million – R 100 million	30
> R 10 million – R 50 million	20
> R 5 million – R 10 million	15
> R 150 000 - R 5 million	10
Less than R 150 000	5

(b.2) Transport Infrastructure Projects

Project value	Points
Above R 200 million	40
> R 125 million – R 200 million	30
> R 50 million – R 125 million	20
> R 25 million – R 50 million	15
> R 500 000 - R 25 million	10
Less than R 500 000	5

Means of verification: Schedule of company experience (including the description of the project, name of client, role in project, status of the project, planned/actual completion date, estimated construction value, reference contact details) and authentic appointment letters and completion of the designs of all projects included in the schedule of company experience.

1.9.2 Specific Goals

A maximum of **10** points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022. Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023 This bid will be evaluated as per the above-mentioned regulations. Bidders are required to submit evidence by which Preference Points can be claimed based on the Specific Goals determined by the Department. In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

Specific goals	Maximum Preference Points Allocated
HDI	7
Youth	1
Women	1
Disabled persons	1
TOTAL	10 Points

1.9.3 Threshold and Grading

Based on the maximum number of points scored, the bidders will be graded on the database according to the under listed categories.

A **minimum of 40 points** is required for tenders to be enlisted in the Departmental database. All tenderers enlisted may be graded as small, medium and larger based on the number of points scored. The grading may determine the amount of work which may be allocated to the registered companies.

Categories of Grading

Category 1 (scored between 40 and 60 on functionality points) = **Small**

Category 2 (scored between 61- and 75 on functionality points) = **Medium**

Category 3 (scored between 76 and above on functionality points) = **Large**

2. BIDDER'S INFORMATION

Please note that all information will be treated confidentially. Provide details regarding the organization. Where organization is a joint venture, the individual members of the joint venture are to separately provide information of their organization

i	Registered Name of the Bidder / Firm	
ii	Trading Name	
iii	Contact Person	
iv	Postal Address	
	Postal Code	
v	Physical Address	
	Postal Code	
vi	Telephone Number	
vii	Cell Phone Number (Contact Person)	
viii	E-mail	

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

ix	WWW webpage			
x	Type of Organization (<i>Tick where appropriate</i>)			
	Close Corporation		(Pty) Ltd	
	Sole Trader		Joint Venture	
	Partnership		Others Specify	
xi	Company Registration Number			
xii	Income Tax Registration Number			
xiii	VAT Registration Number			
xiv	Previous Name of Business			

TENDER NO: PWRT/681/23/MP

ATTACH HERE: Company Registration Certificate

TENDER NO: PWRT/681/23/MP

ATTACH HERE: SARS PIN

TENDER NO: PWRT/681/23/MP

ATTACH HERE: Proof of Residence

TENDER NO: PWRT/681/23/MP

**ATTACH HERE: Joint Venture Agreement and
Certificate for Authority for Signature *(if applicable)***

TENDER NO: PWRT/681/23/MP

2.1 Professional Registration of Directors / Shareholders / Partners/ Sole Proprietors

Name	ID Number	Shareholding (%)	Professionally registered under one of the statutory recognized regulatory councils? [Yes / No]	Name of Affiliated Professional Council	Professional Registration Number	Professional Discipline Bidding for

TENDER NO: PWRT/681/23/MP

Professional Registration of Directors / Shareholders / Partners/ Sole Proprietors

Name	ID Number	Shareholding (%)	Professionally registered under one of the statutory recognized regulatory councils? [Yes / No]	Name of Affiliated Professional Council	Professional Registration Number	Professional Discipline Bidding for

TENDER NO: PWRT/681/23/MP

ATTACH HERE: SUPPORT INFORMATION

(i.e. certified copies of the ID documents of
Directors/Shareholders/Partners/Sole Proprietor and Proof of Professional
Registration)

TENDER NO: PWRT/681/23/MP

Annex D

Standard Conditions of Tender

Standard Conditions for the calling for Expressions of Interest

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions of calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.

Note: 2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

D.1.1.3 The respondent shall not make a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions for the calling for expressions of interest.

D.1.3.2 For the purposes of these conditions for calling for expressions of interest, the following definitions apply:

- a) **conflict of interest** means any situation in which:
 - i) someone in a position of trust has competing professional or personal interest which make it difficult to fulfil his or her duties impartially;
 - ii) an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
 - iii) incompatibility or contradictory interests exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;

D.1.4 Communication and employer's agent

Each communication between the employer and a respondent shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a respondent. The name and contact details of the employer's agent are stated in the submission data.

D.2 Respondent's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his/her principals, is not under any restriction to do business with the employer.

D.2.2 Cost of submissions

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

D.2.3 Check documents

Check the submission documents on receipt, including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the submission data, in order to take the addenda into account.

D.2.5 Clarification meeting

Attend the clarification meeting(s) at which respondents may familiarize themselves with the proposed work, services or supply (and location, etc) and raise questions. Details of the meeting(s) are stated in the submission data.

D.2.6 Seek clarification

Request clarification of the submission documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the submission data.

D.2.7 Making a submission

D.2.7.1 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original copy and it shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all respects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept submissions submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

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Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions of expressions of interest apply equally to the extended deadline.

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the submission data and notify all respondents who attended the clarification meetings, if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the calling for expressions of interest until seven (7) working days before the closing time for submissions stated in the Submission Data. If, as a result, a respondent applies for an extension to the closing time stated in the Submission Data, the Employer may grant such extension and, shall then notify it to all respondents.

D.3.3 Late submissions

Unless otherwise stated in the submissions received after the closing time stated in the submission data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the respondent concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

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D.3.6 Grounds for rejection and disqualification

Determine whether there has been any effort by a respondent to influence the processing of submissions and instantly disqualify a respondent if it is established that he/she engaged in corrupt or fraudulent practices.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each submission received:

- a) meets the requirements of these conditions for the calling for expressions of interest;
- b) has all the substantive provisions properly and fully completed and signed, and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non-responsive submissions

Reject all non-responsive submissions.

D.3.9 Evaluation of responsive submissions

D.3.9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

Provide upon request written reasons to respondents for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of respondents or might prejudice fair competition between respondents

Annex D: Standard Conditions for the calling for Expression of Interest

(As contained in ADDENDUM F of the CIDB Standard for Uniformity in Construction Procurement)

D.1 General

D.1.1 Actions

D.1.1.1 The employer and each respondent submitting an expression of interest shall comply with these conditions for calling for expressions of interest. In their dealings with each other, they shall discharge their duties and obligations as set out in D.2 and D.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all illegal obligation and not engage in anti-competitive practices.

D.1.1.2 The employer and the respondent and all their agents and employees involved in the submission process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Respondents shall declare any potential conflict of interest in their submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate .

Note: 1) A conflict of interest may rise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts results.

2)Conflicts interest in respect of those engaged in the procurement process include direct/ indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination ,obligation, allegiance or loyalty which would in any affect any decisions taken.

D1.1.3. The respondent shall make sure a submission without having a firm intention and the capacity to proceed with the next stage of the procurement process.

D.1.2 Supporting Documents

The documents issued by the employer for the purpose of obtaining expressions of interest are listed in the submission data.

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D.1.3 Interpretation

D.1.3.1 The submission data and additional requirements contained in the submission schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

D.1.3.2 For the purposes of these conditions for the calling for expressions of interest, the following

definitions apply:

- a) **conflict of interest** means any situation in which
 - i. Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially
 - ii. an individual or tenderer is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit.
 - iii. Incompatibility or contradictory interest exist between an employee and the tenderer who employs that employee.
- b) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process; and
- c) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels

D.1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

D.2 Respondents 's obligations

D.2.1 Eligibility

Submit an expression of interest only if the respondent complies with the criteria stated in the submission data and the respondent, or any of his principals, is not under any restriction to do business with employer.

D.2.2 Cost of Submission

Accept that the employer will not compensate the respondent for any costs incurred in the preparation and delivery of a submission.

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D.2.3 Check documents

Check the tender documents on receipt including pages within them, and notify the employer of any discrepancy or omission.

D.2.4 Acknowledge addenda

Acknowledge receipt of addenda to the submission documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

D.2.5 Clarification meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

D.2.6 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five (5) working days before the closing time stated in the tender data.

D.2.7 Making a submission

D.2.7.1. Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

D.2.7.2 Seal the original document of the submission shall state on the outside the employer's address and identification details stated in the submission data, as well as the respondent's name and contact address.

D.2.7.3 Accept that the employer shall not assume any responsibility for the misplacement or premature opening of the submission if the outer package is not sealed and marked as stated.

D.2.8 Information and data to be completed in all aspects

Accept that submissions, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non responsive.

D.2.9 Closing time

Ensure that the employer receives the submissions at the address specified in the submission data not later than the closing time stated in the submission data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the submission data.

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Accept that, if the employer extends the closing time stated in the submission data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

D.2.10 Clarification of submission

Provide clarification of a submission in response to a request to do so from the employer during the evaluation of submissions.

D.3 Employer's undertakings

D.3.1 Respond to clarification

Respond to a request for clarification received up to five (5) working days before the submission closing time stated in the Submission Data and notify all respondents who attended the clarification meetings ,if any, of those responses.

D.3.2 Issue Addenda

If necessary, issue addenda that may amend or amplify the submission documents to each respondent during the period from the date of the expression of interest until seven days before the tender closing time stated in the Submission Data. If, as a result a respondent applies for an extension to the closing time stated in the Submission Data, the Employer may grant such extension and, will then notify it to all respondents

D.3.3 Late Submissions

Unless otherwise stated in the submission date , return submission received after the closing time stated in the Submission Data, unopened, (unless it is necessary to open a submission to obtain a forwarding address), to the tenderer concerned.

D.3.4 Opening of submissions

D.3.4.1 Record the name of each respondent whose submission is opened and acknowledge receipt of each submission.

D.3.4.2 Make available the names of the respondents that made submissions prior to the closing time for submissions to all interested persons upon request.

D.3.5 Non-disclosure

Not disclose to respondents, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of submissions until after the evaluation process is complete.

D.3.7 Test for responsiveness

Determine, on opening and before detailed evaluation, whether each tender offer properly received:

TENDER NO: PWRT/681/23/MP

- a) meets the requirements of these Conditions for the expression of interest,
- b) has all the substantive provisions properly and fully completed and signed and
- c) is responsive to the other requirements of the call for expressions of interest.

D.3.8 Non- responsive submissions

Reject all non –responsive submissions

D.3.9 Evaluation of responsive submissions

D.3. 9.1 Appoint an evaluation panel of not less than three persons. Evaluate submissions using the evaluation criteria established in the submission data.

D.3.9.2 Notify the respondents of the outcome of the evaluation process within two (2) weeks of the evaluation report being accepted by the employer.

D.3.10 Provide written reasons for actions taken

Provide upon request written reason to respondent for any action that is taken in applying these conditions, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interest of respondents or might prejudice fair competition between respondents

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

Record of Addenda to Tender Documents

The undersigned confirm that the following communications received from the employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed		Date	
Name		Position	
Tenderer			

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

COMPULSORY ENTERPRISE QUESTIONNAIRE

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

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: cidb registration number, if any:

Section 4: CSD number:

Section 5: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

Section 6: Particulars of companies and close corporations

Company registration number:

Close corporation number:

Tax reference number:

Section 7: SBD1 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 8: SBD4 issued by National Treasury must be completed for each tender and be attached as a tender requirement

Section 9: SBD6 issued by National Treasury must be completed for each tender and be attached as a tender requirement

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

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

Signed		Date	
Name		Position	
Enterprise Name			

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

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

(I) CERTIFICATE FOR COMPANY

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

Chairman:

As Witnesses: 1.

2.

Date:

(II) CERTIFICATE FOR CLOSE CORPORATION

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

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

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

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

(III). CERTIFICATE FOR PARTNERSHIP

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

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

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

Mr/Ms, authorized signatory of the company, acting in the
capacity of lead partner, to sign all documents in connection with the tender offer for Contract No ..
and any contract resulting from it, on our behalf. We accept that, as parties to the Joint Venture, we are
jointly and severally responsible to the client.

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

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

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

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

(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

TENDER NO: PWRT/681/23/MP

FOR OFFICE USE ONLY

Test for Responsiveness

#	Compulsory Documents	Did Bidder submit the compulsory documents? [Yes/No]	Comments	Ruling
1	Company Registration Certificate			
2	Valid SARS PIN			
3	Joint Venture Agreement and Certificated for Authority for Signature (in case of joint ventures)			
4	Certified copies of the ID documents of Directors/Shareholders/Partners/Sole Proprietor			
5	Proof of professional registration of at least one of the Directors / Shareholders/ Partners / Sole Proprietor			
6	Completed and signed SDB Forms 1,4, 6.1, and 6.2			

Signature of Official	Date

TENDER NO: PWRT/681/23/MP

3. EVALUATION FORMS AND SUPPORT DOCUMENTS

3.1 Evaluation Form: Schedule of Relevant Personnel

NOTE: The bidder must fill in details of relevant personnel in the Form provided below.
Bidders are allowed to hand write or type the required information.
Proof of registration with the relevant professional body must be attached (*certified copies not older than 3 months*)
Curriculum vitae of the relevant personnel must be attached.
Academic qualifications of the relevant personnel must be attached (*certified copies not older than 3 months*)

Name	ID Number	Position in Organization [Director, Manager, Staff etc]	Discipline [Architect, Engineer, Quantity Surveyor]	Registered as a Professional? [Yes / No]	Professional Registration Number

TENDER NO: PWRT/681/23/MP

**ATTACH SUPPORT INFORMATION HERE (i.e. Curriculum Vitae, certified
copies of the ID documents, Proof of Professional Registration and
Academic qualifications)**

TENDER NO: PWRT/681/23/MP

3.2 Evaluation Form: Schedule of Bidders Experience

NOTE: The bidder must fill in recent projects undertaken in last five (5) years in the Form provided below.
Bidders are allowed to hand write or type the required information.

No	Description of Project	Name of Client	Role in Project [Principal Agent , Agent]	Status [Completed / Ongoing]	Actual / Planned Completion Date	Construction Value
1						
2						
3						
4						
5						
6						

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF
THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

No	Description of Project	Name of Client	Role in Project [Principal Agent , Agent]	Status [Completed / Ongoing]	Actual / Planned Completion Date	Construction Value
7						
8						
9						
10						
11						
12						
13						
14						

TENDER NO: PWRT/681/23/MP

ATTACH HERE SUPPORT INFORMATION (i.e. Appointment letters)

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

FOR OFFICE USE ONLY

Bid Evaluation Score Sheet (Building Infrastructure)

Name of Bidder	
Professional Service Category	

#	Compulsory Documents	Total Allocable Score	Score Earned by Bidder	Comments
1	NUMBER OF REGISTERED PERSONNEL IN COMPANY	50		
1.1	Number of Professional Registered Personnel in Company			
1.1.1	5 or more professional registered personnel	30		
1.1.2	3 – 4 professional registered personnel	20		
1.1.3	1 – 2 professional registered personnel	10		
1.1.4	None	0		
1.2	Others i.e. Technicians, Technologist and in-training professionals			
1.2.1	5 or more Technicians, Technologist and in-training professionals	20		
1.2.2	3-4 Technicians, Technologist and in-training professionals	10		
1.2.3	1- 2 Technicians, Technologist and in-training professionals	5		
1.2.4	None	0		
2	COMPANY'S WORK EXPERIENCE	40		
2.1	Above R 100 million	40		
2.2	R 50 – 100 million	30		
2.3	R 10 – 50 million	20		
2.4	R 0 - 10 million	10		
3	SPECIFIC GOALS	10		
	TOTAL SCORE	100		

GRADE (Tick where appropriate ✓)

Large []

Medium []

Small []

Name of Evaluator..... Signature..... Date.....

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

FOR OFFICE USE ONLY

Bid Evaluation Score Sheet (Roads Infrastructure)

Name of Bidder	
Professional Service Category	

#	Compulsory Documents	Total Allocable Score	Score Earned by Bidder	Comments
1	NUMBER OF REGISTERED PERSONNEL IN COMPANY	50		
1.1	Number of Professional Registered Personnel in Company			
1.1.1	5 or more professional registered personnel	30		
1.1.2	3 – 4 professional registered personnel	20		
1.1.3	1 – 2 professional registered personnel	10		
1.1.4	None	0		
1.2	Others i.e. Technicians, Technologist and in-training professionals			
1.2.1	5 or more Technicians, Technologist and in-training professionals	20		
1.2.2	3-4 Technicians, Technologist and in-training professionals	10		
1.2.3	1- 2 Technicians, Technologist and in-training professionals	5		
1.2.4	None	0		
2	COMPANY'S WORK EXPERIENCE	40		
2.1	Above R 200 million	40		
2.2	R 125 – 200 million	30		
2.3	R 50 – 125 million	20		
2.4	R 0 - 50 million	10		
3	BBBEE LEVEL CONTRIBUTOR	10		
	TOTAL SCORE	100		

GRADE (Tick where appropriate ✓)

Large []

Medium []

Small []

Name of Evaluator..... Signature..... Date.....

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP



public works,
roads & transport
MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA

Official Stamp

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR A PERIOD OF THREE (3) YEARS 2023/24

ISSUED BY:

Department of Public Works, Roads and Transport
Private Bag X11302

Name of Bidder

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FOR OFFICE USE		
		Comments
Responsiveness [Y/N]		
Total Score		
Grading		

**PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS**

TENDER NO: PWRT/681/23/MP

**PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS**

TENDER NO: PWRT/681/23/MP

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

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)											
Trading name (if applicable)											
ID/Passport no						Company/Close Corp. registered no					
Income Tax ref no						PAYE ref no	7				
VAT registration no	4					SDL ref no	L				
Customs code						UIF ref no	U				
Telephone no						Fax no					
E-mail address											
Physical address											
Postal address											

Particulars of representative (Public Officer/Trustee/Partner)

Surname											
First names											
ID/Passport no						Income Tax ref no					
Telephone no						Fax no					
E-mail address											
Physical address											

Particulars of tender (If applicable)Tender number Estimated Tender amount R Expected duration of the tender year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
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Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

Date

Name of representative/agent

Declaration

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

Date

Name of applicant/
Public Officer

Notes:

- It is a serious offence to make a false declaration.
- Section 75 of the Income Tax Act, 1962, states: Any person who
 - fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - without just cause shown by him, refuses or neglects to-
 - furnish, produce or make available any information, documents or things;
 - reply to or answer truly and fully, any questions put to him ...

As and when required in terms of this Act ... shall be guilty of an offence ...
- SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
- Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

I, _____ the _____ undersigned,
 (name)..... in
 submitting the accompanying bid, do hereby make the following
 statements that I certify to be true and complete in every respect:

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	
Signature	Date
.....	
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

- (a) Functionality and
- (b) Specific Goals.

1.3 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
FUNCTIONALITY	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

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

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

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
HDI	7	
Youth	1	
Women	1	
Disabled Persons	1	
TOTAL	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

PROFESSIONAL SERVICE PROVIDER DATABASE REGISTRATION FORM FOR MPUMALANGA DEPARTMENT OF PUBLIC
WORKS, ROADS AND TRANSPORT FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS

TENDER NO: PWRT/681/23/MP

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

- 4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:
- i) The information furnished is true and correct;
 - ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
 - iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
 - iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

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, 2017, 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, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders 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) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

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 this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. 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>
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 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 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.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.

4. 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: (Procurement Authority / Name of Institution):

.....

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.thedti.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
- (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 3.1 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 3.1 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 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5

of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

In this document words in the singular also mean in the plural and vice versa and words in the masculine also mean in the feminine and neuter.

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6 “Country of origin” means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7 “Day” means calendar day.
 - 1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.
 - 1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.
 - 1.10 “Delivery into consignees store or to his site” means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
- 10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

- 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

12. Transportation

- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.

13. Incidental services

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

14. Spare parts

14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.

15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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