



DEPARTMENT OF EDUCATION

DEPARTEMENT VAN ONDERWYS

LEFAPHA LA THUTO

ISEBE LEZEMFUNDO

156 Barkly Road  
Homestead  
KIMBERLEY 8301

IK Nkoane Education House  
Private Bag X5029  
KIMBERLEY 8300  
Republic of South Africa

Tel. (053) 8396500  
Fax (053) 8396643

## INVITATION TO BID

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENT OF THE DEPARTMENT OF  
EDUCATION: NORTHERN CAPE PROVINCIAL GOVERNMENT**

**OPEN BID: BID NUMBER: NC/DE/005/2023-2024  
CLOSING TIME: 11:00 AM**

**CLOSING DATE: 01 MARCH 2024**

**DESCRIPTION: APPOINTMENT OF A CONTRACTOR TO SUPPLY AND INSTALL A HIGH  
SECURITY FENCE AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF  
EDUCATION**

**The successful bidder will be required to fill in and sign a written Contract Form (NCP 7)**

**BID DOCUMENTS MAY BE POSTED OR DEPOSITED IN THE BID BOX AS FOLLOWS:**

**SUPPLY CHAIN MANAGER  
NORTHERN CAPE DEPARTMENT OF EDUCATION  
IK NKOANE EDUCATION HOUSE  
156 BARKLY ROAD  
HOMESTEAD  
KIMBERLEY 8301**

**OR**

**IN THE BID BOX SITUATED AT THE ENTRANCE AT THE SECURITY OFFICE (IK NKOANE  
EDUCATION HOUSE), CORNER BARKLY ROAD AND ST PAULS ROAD.**

**Bid documents, which are too bulky to be placed in the bid box, may be delivered at Block A, 1<sup>st</sup> Floor,  
Room 41, Education Building (IK Nkoane Education House) Kimberley.**

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

**The bid box is generally open 24 hours a day, 7 days a week.**

**CIDB GRADING REQUIRED IS 3SQ OR ABOVE**

**BRIEFING SESSION: TUESDAY, 13 FEBRUARY 2024 @ 12H00  
PEME OFFICE  
MASHIWA STREET  
GALESHEWE, KIMBERLEY**

**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)**

**THIS BID IS SUBJECT TO THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF  
APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT  
NO FACSIMILE OR E-MAIL BID DOCUMENTS WILL BE ACCEPTED**

## PART A INVITATION TO BID

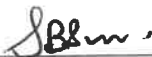
<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE NORTHERN CAPE DEPARTMENT OF EDUCATION</b>					
BID NUMBER:	NC/DE/005/2023-2024	CLOSING DATE:	01 MARCH 2024	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR TO SUPPLY AND INSTALL A HIGH SECURITY FENCE AT PEME OFFICE IN KIMBERLEY, FOR NORTHERN CAPE DEPARTMENT OF EDUCATION				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
IK NKOANE EDUCATION HOUSE. C/O BARKLY AND ST PAULS ROAD, IN THE BID BOX SITUATED AT THE MAIN ENTRANCE BY THE SECURITY OFFICE.					
FOR BID DOCUMENTS WHICH ARE TOO BULKY TO BE PLACED IN THE BID BOX, KINDLY SUBMIT AT SCM BLOCK A, 1 <sup>st</sup> FLOOR, ROOM 41					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS P. CHOCHÉ / MR P. DLADLA		CONTACT PERSON	MR DONOVAN VAN WYK	
TELEPHONE NUMBER	053 839 6571		TELEPHONE NUMBER	066 419 7888	
FACSIMILE NUMBER	053 839 6576		FACSIMILE NUMBER	053 839 6576	
E-MAIL ADDRESS	<a href="mailto:poppiechoche@ncdoe.gov.za">poppiechoche@ncdoe.gov.za</a> / <a href="mailto:horatiusdladla@ncdoe.gov.za">horatiusdladla@ncdoe.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:donovanvanwyk@ncdoe.gov.za">donovanvanwyk@ncdoe.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. 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).
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE <a href="http://WWW.SARS.GOV.ZA">WWW.SARS.GOV.ZA</a> .
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.**

  
**MR S.B. SEKHOACHA**  
**CHIEF FINANCIAL OFFICER**

SIGNATURE OF BIDDER: .....

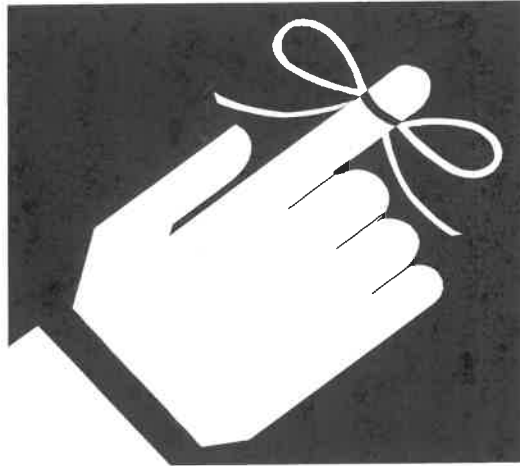
CAPACITY UNDER WHICH THIS BID IS SIGNED:  
 (Proof of authority must be submitted e.g. company resolution)

DATE: .....

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## **IMPORTANT NOTICE**

### **NOTE 1**



**PLEASE NOTE THAT THIS BID CLOSES AT  
THE OFFICE OF NORTHERN CAPE  
DEPARTMENT OF EDUCATION, CORNER  
OF ST PAULS AND BARKLY ROAD,  
KIMBERLEY**

**TAKE NOTE - BIDDERS WHO WISH TO  
MAKE USE OF SPEED SERVICES MUST  
MARK DELIVERY "TO COUNTER" AND NOT  
"TO PRIVATE BAG/BOX" ON THE STICKER.  
BIDDERS MUST ALSO CONTACT THE  
OFFICE, STATING THEIR TRACKING  
NUMBER OF THE BID DOCUMENT.**

(See cover page for street address)

**BID DOCUMENTS DEPOSITED ANYWHERE  
ELSE WILL BE REGARDED AND TREATED  
AS LATE BID**

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# **IMPORTANT NOTICE**

## **NOTE 2**



**PLEASE NOTE THE FOLLOWING:  
WITH REFERENCE TO THE ATTACHED  
NCP 4:**

**SHOULD YOU BE INVOLVED IN A JOINT  
VENTURE, BOTH PARTIES MUST FULLY  
DECLARE INTEREST. PLEASE ENSURE  
THAT YOU ARE AWARE OF ALL  
INTERESTED PERSONS WHO SHOULD  
DECLARE INTEREST.**

**THIS REQUEST IS MADE FOR THE SAKE OF  
TRANSPARENCY AND THE TIMEOUS  
CONCLUSION OF BIDS**

**BIDDERS ARE FURTHER REQUIRED TO ATTACH THEIR COMPANY'S  
CIPC CERTIFICATE AS WELL AS CERTIFIED COPIES OF THEIR  
DIRECTORS IDENTITY DOCUMENTS**

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# **IMPORTANT NOTICE**

## **NOTE 3**



## **A BRIEFING SESSION WILL BE HELD ON:**

VENUE:

PEME OFFICE  
MASHIWA STREET  
GALESHEWE  
**KIMBERLEY**

DATE:

TUESDAY, 13 FEBRUARY 2024

TIME:

12H00

CONTACT PERSON:

MS P. CHOCHÉ OR MR P. DLADLA

PHONE NO:

053-8396571

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## PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number <b>NC/DE/005/2023-2024</b>
Closing Time <b>11:00</b>	Closing date <b>01 MARCH 2024</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- 
- Required by: .....
  - At: .....  
.....
  - Brand and model .....
  - Country of origin .....
  - Does the offer comply with the specification(s)? \*YES/NO
  - If not to specification, indicate deviation(s) .....
  - Period required for delivery .....  
\*Delivery: Firm/not firm
  - Delivery basis .....
- Duration of project period is four (4) months.**
- Penalty for late completion is **R800** per calendar day.

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

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

## 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 interest<sup>1</sup> 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

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<sup>1</sup> 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 consortium<sup>2</sup> 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

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

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)

1.2 **To be completed by the organ of state**

- a) The applicable preference point system for this tender is the **80/20** preference point system.
- b) Either the **80/20 preference point system** will be applicable in this tender. The lowest acceptable tender will be used once tenders are received.

1.3 Points for this tender shall be awarded for:

- (a) Price; and
- (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	<b>80</b>
<b>SPECIFIC GOALS</b>	<b>20</b>
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

#### 3.1.1 THE 80/20 PREFERENCE POINT SYSTEM

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

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(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 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 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 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 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
The promotion of enterprises located in the Northern Cape Province for work to be done in the Province	10	
The promotion of enterprises located in the Frances Baard District for work to be done in the District	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

(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:** .....

.....

.....

.....

**Any one of the following valid documents reflecting your name and physical residential address will be sufficient as proof of residence:**

- Utility bill, e.g. municipal water and lights account or property managing agent statement
- Bank statement
- Municipal councillor's letter
- Tax certificate
- Recent active lease or rental agreement
- Municipal rates and taxes invoice not older than 3 months
- Account statement from a NCR (National Credit Regulator) registered service provider (NCR number must be visible/recorded on the document)
- Security service providers registered with PSIRA (Private Security Industry Regulatory Authority), e.g. Chubb, ADT (PSIRA number must be visible/ recorded on the document)
- Telephone or cellular telephone statement
- Official SARS document (not eFiling documentation)
- Valid television license renewal letter
- Television license renewal/confirmation letter
- Subscription TV, e.g. MultiChoice statement
- Home loan statement
- Long/short term insurance policy documents from a Financial Services Provider (FSB number must be visible/recorded on the document)
- Motor vehicle registration/license documents
- Body corporate/governing body letter or statement
- Official employer letter for employees residing on company/ institution premises
- Official university/technicon/college or tertiary institution registration letter
- Affidavit to confirm address (only applicable to individuals please see link below with an example of the affidavit)
- Posted traffic fine from a Metro police department (E-toll statements are not accepted)
- Medical aid statement or policy document (policy number must be visible on the document)
- Letter from municipality confirming residential address or business address (for business clients)
- Tribal authority letter confirming residential address or business address (for business clients)
- Signed letter from an independent auditor/accountant on their company letterhead confirming physical/trading/operational address for the business (for business clients).

## NOTICE TO TENDERERS

### 1. SITE DESCRIPTION

The site is situated in the Northern Cape Province, in the town: **KIMBERLEY**

### 2. SCOPE OF WORK

The Works covered by this Specification consists of the following: - **SUPPLY AND INSTALL A HIGH SECURITY FENCE**

### 3. DRAWINGS

This Specification has been prepared in conjunction with the following drawing/s. Drawing number: \_\_\_\_\_ The site for this service is:- **FRANCES BAARD DISTRICT OFFICE - PEME**

### 4. TENDER ADJUDICATION

All tenderers with minimum CIDB grading of **3SQ OR HIGHER** will be evaluated in line with relevant Procurement

### 5. VALUE - ADDED TAX (TAX)

The total tendered price must include for Value - Added Tax (VAT)

### 6. CONTRACT PERIOD

The time to be allowed for the completion of the Work in terms of Clause 20 of the Conditions of Contract shall be **FOUR (4) MONTHS** calculated from the acceptance of the tender.

### 7. PENALTY FOR DELAY

Tenderers are advised that the penalty to be deducted in terms of Clause 24.2 (a) or Clause 24.3 (a) of the Conditions of Contract will be **R 800-00 (EIGHT HUNDRED RAND)** per day for each day by which the completion of the Works may be in arrears.

### 8. IMPORTANT

Please take note that before the tender documents are submitted for consideration they must be comprehensively completed. If the tenderer neglects to complete the necessary documents as requested above this could result in the disqualification of the tenderer.

### 9. DOCUMENTS

The Drawings, Articles of Agreements, Conditions of Contracts and Form of guarantee available for and must be examined by the Tenderers during normal office hours at the office of the Chief Director or His Representative / Agent before a tender is submitted.

### 10. SPECIFICATION

Should any page/s be found to be missing or in duplicate or if any reproduction is indistinct, or if any ambiguity arises as to the meaning of any item or description, or if this Specification contains any obvious errors in respect of measurements and quantities etc., then the Tenderer must immediately inform the Chief Director or His Representative / Agent and have same rectified or explained as the case may be. No claims will be considered afterwards where the Tenderer has failed with these instructions. No alterations, erasure, amendment or note is to be made in the text of this Specification and should any such alteration, erasure, amendment or note be made by the Tenderer it will not be recognised, but this Specification as required by the Chief Director or His Representative / Agent will be adhered to.

### 11. TRADE NAMES

Prices for articles described by trade names or catalogue references must be based on the type and manufacture specified in this Specification. Where articles other than of the manufacture specified are used, the written approval of the Chief Director or his Representative / Agent must be obtained before confirming orders for any such materials, as no claim for extras in this respect will be considered. Where materials other than of the manufacture specified are used with written approval, an adjustment of the price of such material will be made and an Order in Writing issued to confirm such adjustment.

### 12. QUALITY OF MATERIALS

Wherever the South African Bureau of Standards has prepared specifications for materials or products, such materials or products, whether so specified or not, are to be made and supplied to the Bureau's specification, and further where materials or products are manufactured by Permit Holders of the S.A.B.S., such materials or products must be supplied stamped with the S.A.B.S. mark. Should the Contractor wish to use the materials or products of a person or firm who is not a Permit Holder, when there are permit holders for the particular materials or products, he must obtain the written approval of the Chief Director or his Representative / Agent before confirming orders for any such materials, as no claim for extras in this respect will be considered. All references to Specifications and Codes of Practice of the Council of the Bureau of Standards shall be deemed to be references to the latest issue of such Specifications and Codes of Practice.

### 13. OVERALLS

All workman employed on site must be provided with and be dressed in protective overalls clearly marked with the name of the Contractor.

### 14. ALTERNATIVE TENDERS

Tenderers are advised that, notwithstanding the provisions of Clause 6 on page 1 of the Tender Form, no alternative tenders for the work specified herein will be considered.

### 15. SECURITY OFFERED

The contractor shall provide security to the satisfaction of the Chief Director for .0% of the tender price.

## **SPECIAL NOTES TO CONTRACTORS**

It is first and foremost the responsibility of the contractor to employ only qualified persons to ensure that the quality of workmanship delivered is at all times of a high and acceptable standard when handed over to the Department of Education. The contractor is to ensure proper supervision in order to achieve this as it is not the responsibility of the Works Inspector to act as a foreman on behalf of the contractor.

It is the responsibility of the contractor / tenderer to visit the site to familiarise himself with the conditions on site prior to the pricing of this document.

It is the responsibility of the contractor to consult with the Works Inspector responsible for the contract prior to the pricing of this document to clarify any discrepancies. Any deviation from this document without the consent of the Works Inspector will be deemed null and void.

Any damages or repairs to surrounding works, the replacement of equipment or any other losses suffered as a result of negligence or any other action, which is to the detriment of the Department shall be made good at the expense of the contractor.

The premises will be occupied during the contract period and care should be taken to isolate works in this regard.

It is the sole responsibility of the contractor to verify dimensions on site and to determine the correct quantities and measurements before pricing commences. Failure to do so will be to the account of the contractor.

The working hours shall be confined to between 7:00 to 17:00. should the need arise to work for extended hours and over weekends the contractor shall make prior arrangements for such with the Department and institution in question.

The contractor will be responsible for the water and electricity supply including any other related costs necessary to conduct the said service for the duration of this project / contract. When making use of existing water and electricity supplies, financial arrangements must be made with the institution in question.

All works must be completed to Departmental standards and to the approval of the Chief Director of the Department of Education. Any sub-standard work will be corrected by the contractor at his own expense carried out to the complete satisfaction of the Chief Director. Failure to do so will result in non-payment and the Department will obtain alternate quotations in order to realise the desired quality of workmanship.

All materials shall bear the SABS stamp of approval. The contractor must ensure that only material specified are priced for and that samples in this regard is presented for approval before use. any deviation from materials specified must be approved by the Chief Director of Education. Non-SABS approved materials shall not be accepted.

The contractor is to allow for the submitting of actual paint samples and the application thereof in order for colour schemes to be finalised.

The contractor shall utilise local labour to the maximum.

After completion of the work leave perfect in all trades, remove all the rubble as a result of construction and leave the working area neat and tidy.

# SPECIFICATION - UNPRICED

FRANCES BAARD DISTRICT OFFICE - PEME

## FENCING

### SUPPLY AND INSTALL A HIGH SECURITY FENCE

SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>PRELIMINARY AND GENERAL</b>				
Contractual Requirements including Site Establishment and removal of site establishment.	No	1		R -
Compliance to Occupational Health and Safety Act and Regulations The contractors attention is drawn to the notes to tenderers "Occupational Health and Safety Act" with the full contents thereof as well as the Government Gazette No. 25207 (18 July 2003) and O.H & S. Specification is provided. The total cost of the Health and Safety items must be priced under this clause as no additional claims will be entertained.	No	1		R -
<b>SUB TOTAL</b>				R
<b>HIGH SECURITY FENCING AND GATES: FENCE LENGHT - 635 METERS</b>				
<p>High Security Fencing and components for high security fencing to comply with SABS latest Standards. The whole of the work is to be carried out by workers skilled in this class of work and the materials and finishes are to be to the approval of the Department representative. High Security Fencing over sloping terrain shall be stepped to suit terrain, including the use of increased lengths of posts as necessary, excavations, etc. All fixing bolts are to be electrogalvanised and passivated. Posts shall be set plum, and follow the indicated alignment. All posts shall be set to the depth specified in the bill of quantities. Concrete shall be thoroughly consolidated around each post, free of voids, and finished with a domed shaped surface, with base of dome at grade elevation. Concrete shall be allowed to cure prior to installing any additional components to the posts. Concrete footings shall be carried down to at least the depth specified in the bill of quantities and shall not be smaller than the dimension described. Where a rock layer is encountered with the required depth to which the post is to be erected, a hole of a diameter slightly larger than the largest dimension of the post may be drilled into the rock and the post grouted in. Then regular concrete footing shall be placed between top of the rock and top the footing elevations described in the bill of quantities. Post shall be approximately centred in their footings. All concrete shall be placed promptly and consolidated by tamping or other approved methods. Where the ground is firm enough to permit excavation of the post hole to neat lines, the concrete may be placed without forms by completely filling the hole. Curing may be achieved by covering the concrete with not less than four inches of loose moist material immediately after placing concrete, or by using a curing compound. All excess material from footings, including loose material used for curing, shall be disposed of as directed by the Department Representative. Where the ground cannot be satisfactorily excavated to neat lines, forms shall be used to place the concrete for footings. Under these conditions the earth and forms coming in contact with concrete shall be moistened and all ponded water shall be removed from the hole prior to placing concrete. When forms are removed, the footing shall be backfilled with moistened material, and thoroughly tamped. The top of the concrete shall then be covered with not less than 100mm (4 inch) of loose moistened material or use curing compound if the 7 days cure is not completed. All excess materials from footings, including loose materials used for curing, shall be disposed off as directed. Gates shall be installed at the locations shown. Hinged gates shall be mounted to swing as indicated. Latches, stops, and keepers shall be installed as required. Slide gates shall be installed as recommended by the manufacturer. Adjusting: Gate: Adjust the gate to operate smoothly, easily and quietly, free from binding, warp, excessive deflection, distortion, non alignment, misplacement, disruption, or malfunction and secured without forcing or binding. Lubricate hardware and other moving parts.</p>				
<b>EARTHWORKS</b>				
<b>DEMOLITIONS AND SITE CLEARANCE</b>				
Carefully cut and remove from site the existing 1800mm high razor blade fence including straining wires with concrete bases with posts. Also remove the existing one sliding motor gate.	m	635	R -	R -
<b>PREPARATION AND CLEANING OF SITE ON COMPLETION</b>				

SPECIFICATION	UNIT	QTY	Unit Price		Amount	
The line of the fence shall be thoroughly cleaned for a distance of 1 meter on either side of the centre line of the fence; any irregularities in the ground must be removed in order that the fence may follow the general contour of the ground. Clearing shall include the removal of all trees not exceeding 200mm in girth (pruning and shaping of trees), shrubs and rubble, debris, grass, bush which may interfere with the erection of the fence. Slumps within the cleared area must be removed. The bottom of the fence shall be an even distance of 20mm above the ground level. All cleared rubble shall be dumped in municipal refuse dumps.	m²	1270	R	-	R	-

SPECIFICATION	UNIT	QTY	Unit Price	Amount
<b>EXCAVATIONS</b>				
Excavate 400mm x 400mm x 600mm deep holes in ordinary earth for posts.	m³	19	R -	R -
Excavate 300mm wide x 300mm deep x 19m long in ordinary earth trench for one sliding gate track.	m³	1	R -	R -
<b>EXTRA OVER EXCAVATIONS</b>				
Soft Rock	m³	7	R -	R -
Hard Rock	m³	4	R -	R -
<b>SUB TOTAL</b>				R -
<b>CONCRETE WORK</b>				
Cast concrete in base for intermediate post, size 400 x 400 x 600mm, with chamfered top surface projecting 20mm above surrounding ground level, including any necessary formwork, etc. with a minimum compression strength of 25 MPa /19mm stone within 28 days.	m³	45	R -	R -
Cast concrete in plinth under gate, size 300mm wide x 300mm deep x 19m long, with wood floated top surface at ground level, including any necessary formwork, etc. with a minimum compression strength of 30 MPa /19mm stone within 28 days.	m³	2	R -	R -
<b>SUB TOTAL</b>				R -
<b>FENCING AND POSTS, ETC.</b>				
Panel shall be of 3,305m width and 3.0m in height. Panel aperture size (centres) shall be 12.7mm x 76.2mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity) Panel shall have 2 x 70° flanges along sides (internal fixtures - all fixtures shall be on the inside of fence line). Panel shall have 1 x 30° flanges along toe and 1 x 90° flanges top (integrated rigid angle). Panel post shall have a flush panel post finish. Panel shall be affixed to post over 48 line wires using 8 x Single bolt comb clamps and 8 x Double bolt comb clamps using Anti vandal bolts. Panel and fixtures shall be Galvanized and then coated with a Black polymeric Coating.	no.	192	R -	R -
Post shall be 3.6m long Taper Locking Post. Post width shall be 85mm - tapering to 45mm with a depth of 85mm. Post shall include 'Locking Recess Mechanism' to secure panel edge. Post finish shall be Galvanized, and then coated with a Black polymeric Coating.	no.	198	R -	R -
Supply and install a modular rail as extension to fence height according to manufacturer's design, shall be Hot Dipped Galvanized and then coated with a polymeric Coating black in colour.	no.	187	R -	R -
A 100mm high toughened steel Castle spike shall be affixed to panel edge, internally at 150mm intervals using Anti vandal bolts. Spike finish shall be Hot Dipped Galvanized, and then coated with a polymeric Coating black in colour.	no.	423	R -	R -
<b>HEAVY DUTY SLIDING GATE</b>				
Supply and install new 5m wide x 3m high heavy duty sliding vehicular security gate. Complete with 3mm horizontal x 4mm vertical allu galvanised wires and polymeric 6000 "Black" coating, panel aperture centres at 76,2mm x 12,7mm incorporated into gate frame with steel track, locking gate post, guidepost with cross brace, including vertical plate restricting the lifting of the gate from the rail with heavy duty pad lockable facility and cover restricting lock tampering as per suppliers specification. A 100mm high toughened steel Castle spike shall be affixed to gate.	no.	1	R -	R -
Transport of material from supplier (Johannesburg) to Kimberley.	item	sum	R -	R -
<b>SUB TOTAL</b>				R -

SPECIFICATION	UNIT	QTY	Unit Price	Amount
END OF SPECIFICATIONS				

SPECIFICATION	UNIT	QTY	Unit Price	Amount
SUMMARY				
PRELIMINARY AND GENERAL				R -
EARTHWORKS				R -
CONCRETE				R -
FENCING				R -
SUB TOTAL				R -
15% VAT				R -
TOTAL TENDER PRICE				R -
TENDER PRICE IN WORDS				
SIGNATURE OF TENDERER				
DATE:		DD/MM/20YY		

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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

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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

- |   |   |
|---|---|
| <b>16. Payment</b>                              | <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>   |
| <b>17. Prices</b>                               | <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>  |
| <b>18. Contract amendments</b>                  | <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>   |
| <b>19. Assignment</b>                           | <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>   |
| <b>20. Subcontracts</b>                         | <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>   |
| <b>21. Delays in the supplier's performance</b> | <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.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)