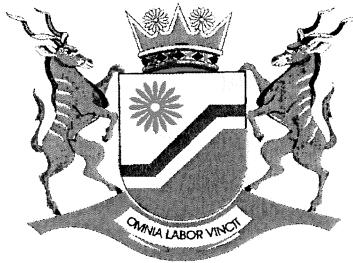


# PROVINCIAL GOVERNMENT



## MPUMALANGA

### DEPARTMENT OF PUBLIC WORKS, ROADS & TRANSPORT

**BID No. PWRT/2567/24/MP**

**FOR**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD,  
HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN  
45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**PROJECT DOCUMENT**

**Non Refundable Fee: R100-00**

**Name of Bidder:** \_\_\_\_\_

**BID No. PWRT/2567/24/MP**

**MPUMALANGA PROVINCIAL GOVERNMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

**FOR**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**BID CLOSING TIME: AS ADVERTISED**

**BID VALIDITY: 90 DAYS**

**SUBMISSION OF BIDS**

Bids are hereby invited for **THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

Inquiries about the Bid may be addressed to:

Mr. G P Lourens,	Tel: (013) 766 8603	Cell: 082 449 6519
Mr. D J Erasmus	Tel: (013) 766 1890	Cell: 083 365 2785

**BID DOCUMENTS**

Bid documents and other related bid/tender information are available from Supply Chain Management Offices as indicated in the Bid Bulletin and also obtainable from the department's website <http://finance.mpu.gov.za>.

**NON-REFUNDABLE LEVY**

Prospective Bidders will have to purchase the Bid Document at **R100-00** per copy.

**BIDDER'S MEETING**

A **Compulsory** briefing session with the representative of the Department will take place as follows:

- **As per Tender Bulletin**

**Failure to attend** this briefing session and signing the attendance register will result in your bid being **disqualified**. Bidders must sign the attendance register and indicate which entity they represent.

**NB:** Service providers must be registered with Central Suppliers Database (CSD)

**CLOSING TIME, DATE AND PLACE**

Bids, completed as prescribed, shall be sealed in an envelope and clearly marked "**BID PWRT/2567/24/MP**" and deposited in the Bid boxes at the Offices of the Provincial Supply Chain Management as indicated in the Bid Bulletin and also obtainable from the department's website <https://www.etenders.gov.za> to reach its destination not later than **AS ADVERTISED** when the Bids will be opened in public. No Bids forwarded by e-mail, telegram, telex, facsimile or similar apparatus will be considered. The attention of Bidders is specifically drawn to the special & specific conditions of contract and the project specifications issued with the Bid documents. The Provincial Supply Chain Management or the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT are not bound to accept the lowest or any Bid. The Mpumalanga Provincial Supply Chain Management has resolved not to read out Bid prices during Bid opening sessions.

**MPUMALANGA PROVINCIAL GOVERNMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

**BID No. PWRT/2567/24/MP**

**FOR**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**BID CLOSING: AS ADVERTISED**

**CONTENTS**

- 1. Returnable Schedules/Documents**
- 2. Forms to be completed**
- 3. Specific Conditions of Contract Special Conditions**
- 4. Specifications and Pricing Schedule**

**MPUMALANGA PROVINCIAL GOVERNMENT**

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

**BID No. PWRT/2567/24/MP**

**FOR**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**RETURNABLE SCHEDULES / DOCUMENTS**

**MPUMALANGA PROVINCIAL GOVERNMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

**BID No. PWRT/2567/24/MP**

**FOR**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**CONTENTS**

- 1. Evaluation Criteria**
- 2. Returnable Schedules / Documents**

**THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.**

**1. EVALUATION CRITERIA**

Points for Price and Specific Goals:

**Table: Points for Price and Specific Goals**

Price	80
Specific Goals	20

The evaluation of the received tender will be based on Specific Goals and Price. **80/20** evaluation criteria will apply.

**1.1 PRICE (Financial offer)**

Total = 80	Ps = Points scored for price of tender under consideration Pt = Price of tender under consideration Pmin = Price of lowest acceptable tender	$P_s = 80 \left[ 1 - \frac{[P_t - P_{\min}]}{P_{\min}} \right]$
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**1.2 SPECIFIC GOALS**

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

The total points allocated for Specific Goals is 20 as shown in the table below.

Description	Number of Points
Price	80
HDI	10
Women	5
Youth	3
People with Disability	2

The total tender evaluation points will be the points for financial offer plus the points for preference. (Specific Goals)

## 2. RETURNABLE SCHEDULES / DOCUMENTS

### 2.1 Compulsory Returnable Schedules (certified copies/originals of the following documents). The bidder may be automatically disqualified for failure to submit the below listed documents

- Compulsory Enterprise Questionnaire
- Certificate of Authority for Signatory.
- Record of Addenda to Tender Documents (where applicable).
- Fully completed Bill of Quantities (BOQ) / Pricing Schedule.
- Fully completed and signed Form of Offer.
- Fully completed original tender document.
- If the bidder is a joint venture /consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture/consortium / partnership authorizing its participation in the bid.
- Fully completed Standard Bidding documents (SBD1, SBD4, SBD6.1, SBD6.2, Annexure C).
  - SBD 1: INVITATION TO BID
  - SBD 4: BIDDER'S DISCLOSURE
  - SBD 6.1: PREFERENCE POINTS CLAIM FORM
  - SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION CONTENT
  - Annexure C
- Copy of valid Compensation for Occupational Injuries and Diseases (COIDA) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction, FEM or any other legal recognized authority.
- Copy of Registration for Incorporation or of Company Registration Document.
- Certified copies of Identity Documents of owners/ directors / partners / shareholders of the Business not older than 3 months as at the closing date of the bid.
- Proof of registration with National Treasury's Central Suppliers Database (CSD)
- Proof of being the original equipment manufacturer (OEM) or franchise dealer (franchise certificate or appointment as an accredited agent)
- Proof of manufacturing / repair workshops and spare parts facilities

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/2567/24/MP

FOR

THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.

**FORMS TO BE COMPLETED**

## **CONTENTS**

### **FORMS**

1. SBD 1: INVITATION TO BID
2. SBD 4: BIDDER'S DISCLOSURE
3. SBD 6.1: PREFERENCE POINTS CLAIM FORM
4. SBD 6.2: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION CONTENT
5. Annexure C

**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/2567/24/MP	CLOSING DATE:	AS ADVERTISED	CLOSING TIME:	12H00
DESCRIPTION	<b>THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.</b>				

**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) **MIDDLEBURG**, Department of Public Works, Cnr. Lillian Ngoyi and DrBeyersNaudé 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.

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>	
CONTACT PERSON	Mr G P Lourens	CONTACT PERSON	Mr D J Erasmus
TELEPHONE NUMBER	013 766 8603 082 449 6519	TELEPHONE NUMBER	013 766 1890 083 365 2785
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	glourens@mpg.gov.za	E-MAIL ADDRESS	derasmus@mpg.gov.za

**SUPPLIER INFORMATION**

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	<input type="checkbox"/> No

**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

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

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: \_\_\_\_\_

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution) \_\_\_\_\_

DATE: \_\_\_\_\_

## 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

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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.

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

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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:

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### 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 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.

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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.

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.

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Signature

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Date

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Position

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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**

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### 1. GENERAL CONDITIONS

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

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

1.2 **To be completed by the organ of state**  
*(delete whichever is not applicable for this tender).*

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

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

1.4 **To be completed by the organ of state:**  
The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

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

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

## 2. DEFINITIONS

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

### 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

P<sub>min</sub> = 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:

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

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.

**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 allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		10		
Woman		5		
Youth		3		
People with Disability		2		

#### DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm \_\_\_\_\_

4.4. Company registration number: \_\_\_\_\_

## 4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium  
 One-person business/sole proprietor  
 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: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## **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) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 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 at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on [www.reservebank.co.za](http://www.reservebank.co.za)

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

<b>Currency</b>	<b>Rates of exchange</b>
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.thdti.gov.za/industrial\\_development/ip.jsp](http://www.thdti.gov.za/industrial_development/ip.jsp). Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, \_\_\_\_\_ (full names),

do hereby declare, in my capacity as \_\_\_\_\_ of \_\_\_\_\_ (name of bidder entity), the following:

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

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

**If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.**

**The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.**

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

**SIGNATURE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 1** \_\_\_\_\_

**DATE:** \_\_\_\_\_

**WITNESS No. 2** \_\_\_\_\_

**DATE:** \_\_\_\_\_

Local Content Declaration - Summary Schedule

TC1)	Tender No.
TC2)	Tender description:
TC3)	Designated product(s)
TC4)	Tender Authority:
TC5)	Tendering Entity name:
TC6)	Tender Exchange Rate:
TC7)	Specified local content %

Note: VAT to be excluded from all calculations

Pula   EU   GBP

Signature of tenderer from Annex B

(621) Total Element in

(C21) Total | Exempt imported content  
(C22) Total | Tender value net of exempt imported content

- (C23) Total Imported content
- (C24) Total local content
- (C25) Average local content % of tender

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/2567/24/MP

FOR

THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG WITHIN MPUMALANGA PROVINCE FOR A FIVE (5) YEAR PERIOD.

**SPECIAL CONDITIONS OF CONTRACT**

## SPECIAL CONDITIONS OF CONTRACT

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#### SPECIAL CONDITIONS OF CONTRACT

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## **SPECIAL CONDITIONS OF CONTRACT**

The Special Conditions of Contract or Project Specification apply to this contract and shall be amended as set out below.

### **1. DIRECTIVES**

- 1.1 For the bidder's ease of reference the relevant paragraphs, which are referred to in this bid, are quoted hereunder:
- 1.2 Firm bid prices and delivery periods are preferred. The following considerations shall apply in evaluating bids with differing price and delivery conditions:
  - 1.2.1 Bidders may submit firm or non-firm prices.
    - 1.2.1.1 "Firm" prices are deemed to be the prices which, subject to the stipulations of paragraph 1.2.1.3, are only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax which, in terms of a law or regulation is binding upon the contractor and demonstrably have an influence on the prices of any supplies, or the rendering costs of any services, for the execution of the contract. Where different prices are bid for different periods of the contract, the bid price applicable in respect of a particular period of the contract shall be a firm price if, as regards such period, it conforms to the preceding definition of "firm prices".
    - 1.2.1.2 "Non-firm" prices are all prices other than "firm" prices.
    - 1.2.1.3 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 subsidised 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, the provisions of the following paragraph shall apply *mutatis mutandis*.  
In cases where a price adjustment is in favour of the State 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.
    - 1.2.1.4 Claims in respect of exchange rate fluctuations are, in the case of firm as well as non-firm prices, subject to the provisions of paragraphs 1.7.1 to 1.7.3.
    - 1.2.1.5 The Board may, where non-firm prices are offered, require that proof of labour and material costs or other factors which are specified by the bidder, must be submitted and, should the cost to his opinion not be realistic, it may be brought into consideration in the application of paragraphs 1.2.3 and 1.2.4.
  - 1.2.2 The appropriate questionnaire concerning the status of bid prices and, if applicable, the form relating to the formula for adjusting prices, which is included in the bid documents, shall be completed in detail and submitted together with the bids.
  - 1.2.3 In comparing tenders, the prices are brought to a comparative level by deducting preferences and other benefits and adding delivery and other costs as applicable and bringing implied contract price adjustments into account.
  - 1.2.4 After comparisons have been made, the Board may in its discretion award a further preference for firm prices.

- 1.3.1 Unless the contract stipulates otherwise, the contractor shall guarantee for a period of twelve months that no faulty material or workmanship was used in the manufacture of supplies or in the execution of services and that the finish is not defective. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the supplies are replaced and the services repaired without cost to the State.
- 1.3.2 The period of guarantee shall commence on the date of receipt of the supplies by, or handing over of the service to, the department concerned or, where so specified, on the date the supplies or service are brought into commission.
- 1.3.3 The liability of the contractor under the guarantee shall inter alia also cover the free delivery to the department concerned of supplies required in replacement of defective supplies, and where parts are to be replaced the liability shall include their free installation. The supplies and the parts so replaced or the services so rendered shall be guaranteed for a similar period.
- 1.4.1 If a bidder amends or withdraws his bid after the closing time but before he is notified that his bid has been accepted, or when notified that his bid has been accepted, he fails, within the period stipulated in the conditions of bidding or such extended period as the Board may allow, to sign a contract or to provide security when requested to do so, he shall, unless the Board decides otherwise, and without prejudice to any other right which the State may have under paragraphs 1.4.2 to 1.4.4, including the right to claim damages. If a less favourable bid is accepted or less favourable arrangements are to be made, forfeit any deposit which may have been made with the bid.
- 1.4.2 Should the contractor fail to comply with any of the conditions of the contract, the State shall be entitled, without prejudice to any of its other rights, to cancel the contract.
- 1.4.3 Upon any delay beyond the contract period in the case of a supplies contract, the State shall, without cancelling the contract, be entitled forthwith 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 supplies delivered later at the contractor's expense and risk, or forthwith to cancel the contract and buy such supplies as may be required to complete the contract and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 1.4.4 The State shall upon any delay beyond the contract period in the case of a service contract, without prejudice to any other right and without cancelling the contract, be entitled forthwith to arrange for the execution of the service not rendered or not rendered in conformity with the contract or to cancel the contract and without prejudice to its other rights, be entitled to claim damages from the contractor.
- 1.4.5 In the event of the State availing itself of the remedies provided for in paragraphs 1.4.2 to 1.4.4
  - 1.4.5.1. The contractor shall bear any adverse difference in price of the said supplies or services and these amounts plus any other damages which may be suffered by the State shall be paid by the contractor to the State immediately on demand or the State may deduct such amounts from moneys (if any) otherwise payable to the contractor in respect of supplies or services rendered or to be rendered under the contract or under any other contract or any other amount due to him; or
  - 1.4.5.2. if the contractor fails to supply the goods or render the service within the period stipulated in the contract, the State shall have the right, unless otherwise directed by the Board, in its sole discretion either to deduct as a penalty from the value of the contract sum an amount of one fourteenth per cent thereof per day for the period of delay or to claim any damages or loss suffered in lieu of such penalty: Provided that where beneficial use of the completed portion is enjoyed, the penalty shall be applied to the value of the outstanding portion only.
  - 1.4.5.3. No penalty or damages shall be claimed in respect of any period of delay which the contractor can prove to the satisfaction of the Board to be directly due to a state of war, sanctions, strikes, lockouts, damage to machinery as a result of accidents, fire, flood or tempest or act of God, which could not be foreseen or overcome by the contractor, or to any act or omission on the part of persons acting in any capacity on behalf of the State.

1.4.5.4. If the delivery of the supplies or the rendering of the service is likely to be delayed or is in fact being delayed on account of any of the reasons mentioned in paragraph 1.4.5.3, full particulars of the circumstances shall be reported forthwith in writing to the Board, and at the same time the contractor shall indicate the extension of the delivery period which is desired.

1.4.6 In the event of the contract being cancelled by the State in the exercise of its rights in terms of the Act or regulations or these conditions, the contractor shall be liable to pay to the State any losses sustained and/or additional costs or expenditure incurred as a result of such cancellation and the State shall have the right to recover such losses, damages or additional costs by means of set-off from moneys due or which may become due in terms of the contract or any other contract, or from a guarantee provided for the due fulfilment of the ~~contract~~ and, until such time as the amount of such losses, damages or additional costs has been determined, to retain such moneys or guarantee or any deposit as security for any loss which the State may suffer or have suffered.

1.4.7 The contractor may be held responsible for any consequential damages and loss sustained which may be caused by any defect, latent or otherwise, in the supply or service rendered or if the supply or service as a result of such defect, latent or otherwise, does not conform to any condition or requirement of the contract.

1.6 If the contract is awarded on the basis of firm prices (see paragraph 1.2) and during the contract period

(I) A customs or excise duty or any other duty, levy or tax (excluding any anti-dumping and countervailing duties or similar duties), is introduced in terms of any Act or regulation, or

(ii) Any such duty, levy or tax is legally changed or abolished; the said prices shall be adjusted accordingly.

1.7.1 In respect of any factors which demonstrably have an influence on the production cost of the supplies or the rendering cost of the service for which there have been bidden on the basis of non-firm prices, price adjustments which become effective during the contract period may be allowed with effect from the date of the change in cost and founded on the actual direct change in the cost as used in the calculation of the bid price, in addition to those provided for in paragraph 1.6.

1.7.2 Where the contractor himself is the manufacturer of the supplies or the provider of the service, or where he is the accredited agent of the manufacturer or the provider, evidence in support of the price adjustments claimed in terms of paragraph 1.7.1, shall be produced on demand.

1.7.3 As an alternative to paragraph 1.7.1 the bidder may specify a formula on the bid form provided for this purpose (see paragraph 1.2.2) for the purpose of adjusting prices in accordance with published indices. However, the adjustment formula shall provide for a minimum fixed element of at least 15% of the price, which shall not be subject to adjustment.

1.7.4 Where the contractor is not the manufacturer of the supplies or the provider of the service, or where he is not the accredited agent of the manufacturer or the provider, any price adjustment shall be based on the increase or reduction to the contractor in the net cost of the supplies on which the bid price was based. When any such increase or reduction in costs occurs, the contractor shall submit copies of the quotation or price list with reference to which he calculated his bid prices, as well as the revised quotation or price list on which his claim is based

## **2. DEFINITIONS**

2.1 Words imparting the singular also include plural and the masculine includes the feminine and vice-versa where the contract requires it.

2.2 The word "days" denotes calendar days and the word "months" denotes "calendar months".

2.3 The term "Contractor" shall mean the successful bidder to whom part of the bid or the entire bid has been awarded, but not, except with the written consent of the State, any assignee of the contractor.

- 2.4 The term "State" shall mean any National Government Department or Department of any Provincial Administration, who, with the written consent of the Office of the MPUMALANGA Tender Board, may participate in this contract.
- 2.5 The term "General Conditions and Procedures" shall mean the Special Conditions of Contract.
- 2.6 The term "Contract" or "Contract Document" shall mean the entire contents of this document.
- 2.7 The "Parties" shall refer to both the contractor and the State.
- 2.8 **"Department"** means the Department of Public Works, Roads and Transport of the Mpumalanga Provincial Government represented by the Head of the Department and/or such other person or persons duly authorised thereto by the head of the department.

**The department address is:** **Department of Public Works, Roads and Transport**  
**Private Bag X 11310**  
**NELSPRUIT**  
**1200**

### **3. SUNDRY CONDITIONS**

The onus is on Contractor to ensure that the materials used and the manufacturing methods employed confirm with all the specifications contained herein and/or their latest amendments. The Contractor shall report in writing any discrepancies or mistakes to the department immediately it becomes known. The department will then give a ruling as to the interpretation of these Specifications.

### **4. SPECIAL CONDITIONS / INSTRUCTIONS**

- 4.1 Prospective bidders are required to acquaint themselves fully with the contents of this document before completing, signing and submitting the bid document, since it will form the basis of the agreement and will be binding once accepted by the Tender Board.
- 4.2 The contractor will appoint a contact person who will act as a contact between the State and the contractor.
- 4.3 All the sections and amendments thereto and which are mutually agreed upon form part of this contract.
- 4.4 The Department is not bound to accept the lowest or any bid and reserve to themselves the right to accept the whole or any part of a bid as well as all bids that fall within the specifications
- 4.5 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a Government Department or a Provincial Administration.
- 4.6 Evaluation and adjudication will be made on the grounds of the requirements as contained in **Technical Specification**, the tariffs and percentages bidden.
- 4.7 The entire agreement entered into between the contractor and the State, will be equally binding on all the contractor's listed branches and nominated sub-contractors and he will be required to furnish them with full particulars of the, contract.

## 5. QUANTITIES

Estimated quantities cannot be given and no guarantee can be given as to the quantities that will be ordered from contractors.

The actual quantities will be the quantities, which are specified, in the official written orders issued by the Department.

## 6. CONTRACTOR'S OWN SPECIAL CONDITIONS

Bidders who want to give additional information or want to impose their own special conditions, provisions or supplementary changes beyond the terms of this document must fully motivate such deviations in writing in a covering letter and submit it with their applications. The Department reserves the right to accept or reject bids so qualified.

## 7. SECURITY

7.1 The contractor agrees / undertakes to:

7.1.1 Limit the right of access of the employees to any classified information, plan documents, specification and/or literature (hereinafter referred to as Documents) that were made available to the contractor by the User Department in terms of this contract or as a result of any discussion and/or arrangement pursuant to this contract.

7.1.2 Officials of the User Department carry out security inspections from time to time.

7.1.3 Not to disclose the contents of this contract or details in regard thereto or of any equipment unit involved except that the contractor may make the essential disclosures to appropriate firms, bodies and/or persons, provided they also undertake to keep secret such information. Such disclosures shall only be made in terms of conditions or procedures, which may be prescribed by the User Department.

7.1.4 Not to reproduce or release any documents made available to him by the User Department, in terms of this contract, to any person(s) without the prior written approval of the User Department.

7.1.5 To exclude from the annual reports of the contractor, reference to work under this contract.

7.1.6 To make suitable arrangements with the contractor's auditors, whose **bona fides** the contractor in consultation with the User Department shall confirm if necessary, for the strict adherence to the provisions of this clause.

7.2 The contractor shall ensure that all its employees or sub-contractors, who are concerned with the documents and equipment, shall be acquainted with the above provisions and shall strictly comply with it.

7.3 The contractor's personnel will be subjected to all the security measures that apply to members of the State. Regarding personnel working on military premises, there will be no need for the employees to have a military security clearance. Entrance to restricted areas will be according to the policy of the User Department involved.

7.4 Any act performed by the contractor or his employees under this contract shall not be considered to be an act by a servant of the User Department.

## 8. PRICING

### 8.1 Price Adjustments

**Prices will be subject to six monthly escalations.** Successful bidders will be given the opportunity to adjust their prices six (6) monthly up or down. This price adjustment must be submitted to the Department of Public Works, Roads and Transport **before 12h00** on the date applicable as stipulated in the table below. All order amounts will remain fixed and must be invoiced accordingly, irrespective of whether the machines are delivered within a new price period. **If no submissions are received before the submission date, the price will remain fixed.**

The 'period for which adjustment is applicable' as displayed below, represents the period to which the adjusted price is applicable, and will be implemented after the Department's Bid Adjudication Committee has given approval.

**These Price Adjustments excludes the adjustment for the Exchange Rate.**

Period	SUBMISSION DATE	PERIOD FOR WHICH ADJUSTMENT IS APPLICABLE
First Six Months	Bid submission date	First Six Months
Second Six Months	30 Days prior second six month period	Second Six Months
Third Six Months	30 Days prior third six month period	Third Six Months
Fourth Six Months	30 Days prior fourth six month period	Fourth Six Months

### 8.2 Fluctuations in the rate of exchange

Where the whole or a portion of the bidder price may be affected by the revaluation of currencies or any fluctuation in the rate of exchange, the bidder shall, in accordance with the bid requirements, state in his bid the amount to be paid in foreign currencies or to be remitted abroad, as well as the rate of exchange applied in the conversion of that amount into South African currency in calculating the bid price, and if the contract is completed within the contract period, any increase or reduction in the relevant amount as a result of any fluctuation in the rate of exchange or revaluation of currencies shall, irrespective of whether the price is firm or not, be for the account of the State, subject to the following conditions:

- 8.2.1 Where payment to the contractor is to be made in the Republic and he is required to remit part or all of the amount abroad, the contract amount in South African currency will be paid to the contractor less, or plus, an amount, as specified on the contractor's invoice and supported by the necessary proof, representing any change in the exchange rate –
  - 8.2.1.1 which may have occurred between the date of conversion to South African currency as reflected in the bid documents and the date of the invoice, provided that the invoice date is within 10 days of the date of delivery or shipment; and
  - 8.2.1.2 any further fluctuation in the rate of exchange which may occur between the invoice date and the actual date of remittance abroad, shall be paid by the State to the contractor or by the contractor to the State only if the further fluctuation in the exchange rate is more than 1,0% and if the remittance is made within 10 days of the date of the warrant voucher issued in payment.
- 8.2.2 Where it is required of the contractor to remit part or the entire amount abroad before he can invoice the State and this is indicated in his bid and subsequently separately substantiated, the date of such remittance will be regarded as the date in respect of which the adjustments in terms of paragraph 8.2.1 are to be made.

8.2.3 All rate of exchange claims shall be accompanied by the following documentary evidence (failure to comply with this condition may delay or invalidate claims):

8.2.3.1 In the case of paragraph 8.2.1.1, a copy of the relevant invoice from the foreign supplier.

8.2.3.2 In the case of paragraph 8.2.1.2, a copy of the relevant invoice from the foreign supplier for reconciliation with the bank remittance voucher and a copy of the bank remittance voucher.

8.2.3.3 If amounts that are not proper to a specific order are included in the remittance abroad, documentary proof or a certificate of audit that substantiates the inclusion of the amount.

8.2.3.4 No adjustment shall be done in respect of any amount or percentage of the bid price which was remitted abroad and which exceeds the amount which, as contemplated in paragraph 8.2, is indicated in the bid for that purpose.

8.2.3.5 When the amount remitted abroad constitutes a larger or smaller amount or percentage of the bid price than that indicated for that purpose in the bid in accordance with paragraph 8.2, and the contractor, as a result thereof obtains a financial benefit, such benefit shall devolve upon the State and shall, where applicable, be brought into consideration in computing any claim for compensation.

8.2.4 If it is not a condition of bid that the amount which the contractor will have to pay abroad and the relevant rate of exchange at which the amount was converted to South African currency should be indicated in the bid, price adjustments in respect of fluctuations in the rate of exchange shall be effected only when a devaluation or a revaluation of currencies occurs and satisfactory documentary proof is submitted: Provided that the Board may in such cases cancel the contract and make other arrangements for obtaining the supplies.

8.2.5 In the case of period contracts, the bid price referred to in paragraphs 8.2 and 8.2.4 shall refer to the relevant contracted prices for each consignment separately.

## 9. ORDER, DELIVERY AND PAYMENT

### 9.1 ORDERS

All orders shall be issued on standard order forms used by the Mpumalanga Provincial Government. The Department of Public Works, Roads and Transport of the Mpumalanga Provincial Government will place orders direct. Therefore, statements and invoices **MUST BE SUBMITTED** to the Department of Public Works, Roads and Transport of the Mpumalanga Provincial Government.

The Department of Public Works, Roads and Transport of the Mpumalanga Provincial Government shall place orders with the successful Bidders, in accordance with the Preferential Procurement Police Framework Act (PPPFA) starting with the successful Bidder with the highest points scored, down to the successful Bidder with the lowest points. If the successful Bidder scoring the highest points is unable to supply and deliver within such period as required by the Department, **the Department shall be entitled** to place orders with the next highest scoring successful bidder.

The Provincial Government shall be entitled to cancel or amend orders, which are outstanding as a result of any act or omission of the contractor.

**The date of receipt of the order shall be taken as the commencement date to determine the delivery period.**

### 9.2 DELIVERY

On delivery of items for a specific order, the delivery note shall contain clear reference to the order number and date of order.

All deliveries shall be done on weekdays between 8h00 and 15h00 at the specified point of delivery. Only an authorized employee may receive the items **and not**, for example, a gate watchman.

### 9.3 **PAYMENT**

Payment can only be affected once the tax invoice, delivery note and order have been correlated. All invoices shall therefore contain clear reference to the order number, date of order and date of delivery and be submitted to the depot, which placed the official order.

The tax invoice shall be priced in accordance with the payment items or the contract.

### 10. **INSPECTION**

- 10.1 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, then any cost to be recovered shall in all cases be for the account of the bidder or contractor. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Board or of an organization acting on behalf of the State.
- 10.2 Inspections, tests and analyses may be carried out prior to dispatch in regard to such contract supplies as may be deemed necessary by the Board and the contractor shall provide, if required, all the required facilities for the inspections, tests and analyses of the supplies free of charge and shall, if required, provide all the materials, samples, labour and available apparatus which may be required for the purpose of such inspections, tests and analyses free of charge unless otherwise specified.
- 10.3 If there are no inspection requirements in the tender documents and no mention thereof is made in the letters of acceptance, but during the contract period it is decided that inspections shall be carried out, the department requesting the inspections shall itself make the necessary arrangements, including payment arrangements, with the testing authority concerned.
- 10.3.1 If the inspections, tests and analyses referred to in paragraphs 10.1 and 10.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the department concerned; otherwise the cost shall be defrayed by the contractor and the State shall have the right, without prejudice to any other legal remedy it may have, to deduct such costs from payments due to the contractor under the contract or under any other contract.
- 10.3.2 Where the supplies or services referred to in paragraph 10.3 do not comply with the contract requirements, but such supplies or services are nevertheless accepted at whatever price, the cost in connection with the inspections, tests or analyses thereof shall be defrayed by the contractor.
- 10.4 Supplies and services which are referred to in paragraphs 10.1, 10.2 and 10.3.1 and which do not comply with the contract requirements may be rejected.
- 10.5 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 and such rejected supplies shall be held at the cost and risk of the contractor 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 contractor's cost and risk. Should the contractor fail to provide the substitute supplies forthwith, the State may, without giving the contractor further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the contractor.
- 10.6 Transport costs and any other expenses with regard to the rejected supplies referred to in paragraphs 10.1 and 10.3 shall be refunded by the contractor.
- 10.7 Where imported supplies are to be inspected before shipment, the contractor shall notify his suppliers abroad of the conditions applicable to inspections.
- 10.8 The provisions of paragraphs 10.1 to 10.7 shall not prejudice the right of the State to cancel the contract on account of a breach of the conditions thereof.
- 10.9 Before any bidder goods are delivered, to the Nelspruit depot of the Department, or any other named delivery site, they must be inspected by the Mechanical Directorate inspector(s) or any other bona fide representative of the Department on the bidder's site or at his service agent.
- 10.10. The contractor shall arrange with the appointed inspector(s) of the Department to carry out an inspection of any proto type models.
- 10.11 During the inspection all decisions taken shall be recorded and subsequent units supplied shall be identical to the proto type.

10.12 A list of requirements and other decisions taken during the inspection duly signed by the Department's inspector and by the contractor's representative shall be forwarded to the Manager: Government Motor Transport Mechanical: Department of Public Works, Roads and Transport. A signed copy shall be retained for reference by the contractor and will constitute authority for supply subsequent units in the form agreed upon.

10.13 On-site inspections must be carried out during the warranty period. **A report of such inspections must be submitted to the relevant Workshop Superintendent and the Head Office Component.**

## **11. INVOICING**

11.1 Separate invoices shall be submitted by the contractor for equipment supplied immediately on delivery in accordance with the orders received.

11.2 Invoices shall be detailed and reflect the relevant charges in terms of this contract.

## **12. WARRANTY**

12.1 Unless the contract stipulates otherwise, the contractor shall guarantee for at least period of twelve months that no faulty material or workmanship was used in the manufacture of supplies or in the execution of services and that the finish is not defective. Should the guarantee not be complied with, the State may, without prejudice to any other rights it may have, demand that the supplies be replaced and the services repaired without cost to the State.

12.2 The liability of the contractor under the guarantee shall inter alia also cover the free delivery to the department concerned of supplies required in replacement of defective supplies, and where parts are to be replaced the liability shall include their free installation. The supplies and the parts so replaced or the services so rendered shall be guaranteed for a similar period.

12.3 **The Department requires the warranty period to commence from the date of issue from Nelspruit to the Regions. (Within 2 months from delivery)**

12.4 The Department requires that the warranty be extended by the number of days that the machine is unserviceable due to a failure covered by the warranty should the down time exceed 25 work days in a 12-month period.

12.5 The warranty must cover all expenditure for labour, spares and transport necessary to correct any defect at the work site where the equipment may be stationed in the Mpumalanga Province.

12.6 Where a supplier considers it is essential that his machine be transported to a workshop for repairs (modification), servicing he must first obtain the necessary permission to do so from the relevant Workshop Superintendent. Transport costs incurred for such transportation on behalf of the supplier will be for the supplier's account.

## **13. TRAINING.**

The bidder **must have** accredited facilities for the supply of training as well as an accredited trainer. Proof of accreditation **must** be submitted. Failure thereof will result in a disqualification of the bid.

All Bidders participating in this bid shall provide on request, structured training courses in the use, maintenance, repair and overhaul of any equipment or component covered by this bid as well as training to the operators of the equipment.

Training programmes shall be supplied on request. Training may take place on the premise of the Bidder or a place agreed to. The cost of training, where applicable, shall be stated in a training programme schedule.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

BID No. PWRT/2567/24/MP

THE SUPPLY, DELIVERY AND COMMISSIONING OF ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG

**SPECIFICATIONS AND PRICING SCHEDULE**

SPECIFICATION FOR AN ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG

**SPECIFICATION FOR AN ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER  
WITH A PAYLOAD OF NOT LESS THAN 45,000KG****CONTENTS**

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MPUMALANGA PROVINCIAL GOVERNMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

SPECIFICATION FOR AN ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG

**NOTES WITH REGARD TO THE COMPLETION OF THE SPECIFICATIONS AND PRICING SCHEDULE**

- A. **Only bids** from the **original equipment manufacturers (OEM)** or appointed agents for the make and model of machine offered, and who will carry the full warranty for the trailer will be accepted.
- B. All tariffs and prices shall **include** value-added tax (VAT).
- C. **Only** the following wording in the response field on information supplied will be accepted:  
**Values (Technical Information)**  
**Yes or No**  
**Conform**  
**Noted**  
**Comply**
- D. Failure to complete the bid form in full will result in the disqualification of the bid.
- E. Equipment that does not comply with the required specification **will** be disqualified.

**MPUMALANGA PROVINCIAL GOVERNMENT**  
**DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT**

**SPECIFICATION FOR AN ABNORMAL LOAD, HEAVY DUTY4-AXLE SEMI-TRAILER  
 WITH A PAYLOAD OF NOT LESS THAN 45,000KG,**

**I. SCOPE**

An abnormal load heavy duty 4 axle semi-trailer with a payload of not less than **45,000kg**, width of not less than **2.90m** extendable to **3.50m** and a wheelbase of not less than 10.00m and not more than 14.50m. The low bed semi-trailer will be used to transport road construction equipment and must be capable for use on tarred roads and construction sites at maximum permissible speeds. The semi-trailer **MUST** be fitted with an ABS braking system.

The semi-trailer must comply with:

- National Road Traffic Act (NRTA), 1996 (Act 93 of 1996) as amended
- National Road Traffic Regulations (NRTR), 2000, as amended, made under Section 75 of the NRTA
- Comply with Technical Recommendation for Highways (TRH11), Dimensional and Mass Limitations and Other Requirements for Abnormal Load Vehicles.

**II. TRUCK SALIENT POINTS**

The semi-trailer will be linked and shall be fully compatible to the following truck tractor. (**WITHOUT A DOLLY**):

Make	<b>Mercedes-Benz</b>
Model	<b>Actros 3550S/33 CKD3</b>
Year Model	2015
G.C.M.	128,000kg
GA <sub>1</sub>	9,000kg
GAU	26,000kg
D/T	88,800kg
Fifth wheel	Jost 38G-1
Fifth wheel Kingpin diameter	89mm (3.5inch)
Height of fifth wheel face from ground level	1,500mm
Swing from kingpin to winch protrusion	1,750mm
Centre of kingpin to rear overhang	1,900mm
Centre of bogie to rear overhang	1,650mm
Tyres (Front)	385/65 R 22.5
Tyres (Rear)	315/80 R 22.5
Electrical system	24 Volt
Connections (lights)	7 Pin trailer connector
Electronic Brake System Connections (ABS System)	EBS Cable
Connections (Brakes – Air system with Suzie hoses)	Suzie Hoses

(In order to enable bidders to compile details of load distribution, the truck tractor is fitted with ramp, roller, winch and fifth wheel)

### III. TRAILER SALIENT POINTS

1. Make \_\_\_\_\_
2. Model \_\_\_\_\_
3. Year of manufacture \_\_\_\_\_
4. Mass of semi-trailer, not to exceed 14 000 kg (Tare) \_\_\_\_\_ kg
5. State Gross Vehicle Mass (GVM) \_\_\_\_\_ kg
6. State rated payload of semi-trailer (not including the 20% overload) \_\_\_\_\_ kg
7. **State the following dimensions:**
  - 7.1 Deck Width (without outriggers) \_\_\_\_\_ mm
  - 7.2 Extended Deck Width with outriggers \_\_\_\_\_ mm
  - 7.3 Track Width \_\_\_\_\_ mm
  - 7.4 Deck Length \_\_\_\_\_ mm
  - 7.5 Wheelbase \_\_\_\_\_ mm
  - 7.6 Overall Length \_\_\_\_\_ mm
  - 7.7 Rear Overhang \_\_\_\_\_ mm
8. Type of suspension \_\_\_\_\_
9. Kingpin rated mass \_\_\_\_\_ kg
10. Tyre Size and ply \_\_\_\_\_
11. Tyre Load Capacity \_\_\_\_\_ kg
12. Country of origin \_\_\_\_\_

### IV. SEMI-TRAILER

The deck should be flat and level with the ground line, from the base of the goose neck to the rear end of the trailer. A usable deck length not less than 10.50m is required.

The framework and load carrying cross members shall be constructed from high tensile steel (T-1 or equivalent).

The entire deck shall be closed over with mild steel plate as well as two rows of timber covering the whole length of the deck and chequer plate between the timber rows.

Lashing points to be fitted on each side of the semi-trailer.

Space must be provided for lockable toolboxes that shall house the trailer's tools and lashing equipment.

#### 4.1 DECK LENGTH AND PAYLOAD

The semi-trailer shall be designed to carry not less than 45 000kg payloads.

**State:**

Exact design payload capacity \_\_\_\_\_ kg

Centre of load from front \_\_\_\_\_ mm

Length of deck (not less than 10.50m) \_\_\_\_\_ mm

Wheelbase (not less than 10.00m and not exceeding 14.50m) \_\_\_\_\_ mm

4.2 WIDTH OF DECK

The semi-trailer shall be not less than 2,900mm wide and not exceeding 3,000mm. Equal sized outriggers must be fitted to both sides of the deck to extend the deck width to maximum 3,500mm. Timber for support on extension outriggers must be stored on the semi-trailer.

**State:**

Deck Width (without outriggers) \_\_\_\_\_ mm

Extended Deck Width with outriggers \_\_\_\_\_ mm

Indicate where the timbers for extensions are stored \_\_\_\_\_

Indicate the method of fastening the timber onto the outriggers \_\_\_\_\_

4.3 HEIGHT OF DECK

The deck height shall allow for a minimum of 150mm movement over the tyres when trailer is attached to truck tractor and fully loaded. When fully loaded the deck must be parallel with the ground line when the rubbing plate rests on the fifth wheel. The deck height shall not be more than 1,300mm.

**State:**

Height of deck \_\_\_\_\_ mm

Movement between deck and tyres \_\_\_\_\_ mm

4.4 REAR OF DECK

Sufficient robust and reinforced form of protection must be fitted to protect the rear end of the trailer when the truck tractor is engaged in winching a dead load on to the trailer.

Special attention must be given to the space that must be provided for the number plate holder, an abnormal board, a chevron board as well as two speed limitation boards. The Abnormal and Chevron Board must be fitted below the level of the deck and be protected. Space on both sides must be provided for speed limitation boards. These boards must comply with the **NRTA**, **NRTR** and **TRH11**. The rear overhang must be kept to a minimum.

**State:**

Type of rear protection \_\_\_\_\_

Rear overhang of deck \_\_\_\_\_ mm

Are space provided for sign boards \_\_\_\_\_

Placement of Abnormal Board \_\_\_\_\_

Placement of chevron board \_\_\_\_\_

Placement of speed sign boards \_\_\_\_\_

4.5 DECK TIMBER

The deck of the low bed trailer must be covered on both sides, between the main and side beams, with timber of tropical hardwood type or equivalent, securely fixed to the cross members. The width of each rows of timber must not be less than 700mm and cover the whole length of the deck.

Decking of hard timber must not be less than 50mm in thickness and protruding a minimum of 10mm above the level of the steel deck.

**State:**

What timber is used for the decking \_\_\_\_\_

Are the timber fitted on the full length of the deck. \_\_\_\_\_

What is the timber thickness \_\_\_\_\_ mm

How high does the timber protrude above the steel deck \_\_\_\_\_ mm

Width of the timber on each side \_\_\_\_\_ mm

4.6 FRAMEWORK

The framework and load carrying cross members shall be constructed from high tensile steel (T-1 or equivalent) are required

**State:**

Type of steel used: \_\_\_\_\_

4.7 LASHING POINTS

Lashing points with rings of 30mm diameter or D-shackles with a pin diameter of at least 32mm shall be mounted on the outside of the deck for strapping down equipment onto the trailer. The lashing rings must start at  $\pm$  600mm from the front of the deck and to be spaced approximately 1 metre apart over the entire length of the trailer.

**State:**

Type of lashing points \_\_\_\_\_

Size of rings or D-shackles \_\_\_\_\_

Interval between points \_\_\_\_\_

Number of lashing points \_\_\_\_\_

4.8 SPARE WHEEL STORAGE

A Spare wheel and tyre for the trailer must be provided and mounted on the vehicle in such a manner as not to reduce the load area or to interfere with the loading operation. **It is not to be supplied loose.**

The spare wheel carrier must be lockable and wheel secured with at least two bolts or nuts. **Locks must be supplied with trailer.**

**State:**

Storage location of spare wheel \_\_\_\_\_

Type of spare wheel carrier device \_\_\_\_\_

Is the carrier device of a lockable type \_\_\_\_\_

4.9 TOOLBOX

1. A lockable toolbox (enclosure) shall be supplied between the two diddle beams in the front section of the semi-trailer, below the deck. The toolbox must have a depth no more than 500mm. The toolbox shall be fitted to house the trailer's tools (refer also to "X. 2. TOOLS AND LASHING EQUIPMENT"). **Locks must be supplied with trailer.**

**State:**

Position of toolbox \_\_\_\_\_

Dimensions of enclosure on offer \_\_\_\_\_

Are toolbox lockable \_\_\_\_\_

2. A lockable toolbox (enclosure) shall be supplied on top of the deck, between the two diddle beams at the deep end of the neck to full depth and of length no less than 1 meter. It shall be fitted with a drop-in cover and with handles that drop-in. The toolbox shall be fitted with compartments to house all lashing equipment (refer to "X. 3. TOOLS AND LASHING EQUIPMENT"). Bidders may suggest a suitable alternative if there is difficulty in placing the tool box as requested and in this respect must consult with the Department. **Locks must be supplied with trailer.**

**State:**

Position of toolbox \_\_\_\_\_

Dimensions of enclosure on offer \_\_\_\_\_

Are compartments for lashing equipment fitted inside the toolbox \_\_\_\_\_

Are toolbox lockable \_\_\_\_\_

## V. GOOSENECK

The truck tractor is equipped with a winch, ramp and roller. The trailer must be provided with a suitable nose piece with a suitable hardened pin and the necessary configuration for the use with the winch. Space must be provided for the connecting of cables and air pipes to the truck tractor.

The length of the gooseneck shall not be less than 3.500m not exceeding 4.000m. The height must not exceed 0.800m

Entire deck must be covered with hard timber not less than 50mm in thickness, protruding a minimum of 10mm above the level of the steel deck and securely fixed to the cross members.

The 89mm (3.5inch) drop-in king pin must be compatible with a Jost 38G-1, fifth wheel.

Lashing points to be fitted on each side of the gooseneck.

Method of operation of lowering the gooseneck must be as per manufacturers design.

### 1. KINGPIN

An 89mm (3.5inch) drop-in king pin shall be provided and must be compatible with a Jost 38G-1, fifth wheel.

#### State:

Size of king pin \_\_\_\_\_ mm

Rate mass of king pin \_\_\_\_\_ kg

Type of king pin (drop-in) \_\_\_\_\_

Are the king pin compatible with a Jost 38G-1, fifth wheel \_\_\_\_\_

### 2. DECK

The length of the gooseneck shall not be less than 3.500m not exceeding 4.000m.

Entire deck must be covered with hard timber not less than 50mm in thickness, protruding a minimum of 10mm above the level of the steel deck and securely fixed to the cross members.

#### State:

Length of gooseneck \_\_\_\_\_ mm

What timber is used for the decking \_\_\_\_\_

Are the deck covered with timber \_\_\_\_\_

What is the timber thickness \_\_\_\_\_ mm

How high does the timber protrude above the steel deck \_\_\_\_\_ mm

### 3. METHOD OF LOADING

The trailer must be provided with a suitable nose piece, hardened pin and the necessary configuration for the use with the winch. An extra pin must be supplied.

#### State:

Are the nose configured for loading with a winch \_\_\_\_\_

Size of loading pin \_\_\_\_\_ mm

Are an extra pin supplied \_\_\_\_\_

4. COUPLINGS

Space must be provided for the connecting of cables and air pipes to the truck tractor. It should be fitted with drain holes to prevent from water collecting. Mount couplings in such a way as to be convenient for easy access and maintenance. All couplings must be equipped with dust proof covers.

**State:**

Are couplings mounted for easy access and maintenance \_\_\_\_\_

Are couplings equipped with dust proof covers. \_\_\_\_\_

Are the compartment fitted with drain holes. \_\_\_\_\_

5. LASHING POINTS

Lashing points with rings of 30mm diameter rod or D-shackles with a pin diameter of at least 32mm shall be mounted on the outside of the deck for strapping down equipment onto the trailer. The lashing rings must start at  $\pm$  300mm from the front of the deck and to be spaced approximately 0.6 metre apart over the entire length of the deck.

**State:**

State type of lashing points \_\_\_\_\_

Size of rings or D-shackles \_\_\_\_\_

State interval between points \_\_\_\_\_

State number of lashing points \_\_\_\_\_

VI. AXLES AND SUSPENSION**NB!! NO PNEUMATIC SUSPENSIONS WILL BE ACCEPTED**

The trailer shall be designed and manufactured with four axles. The axles shall be suitable for the payload required. The minimum manufacturer's rated capacity per axle shall be not less than 13,000 kg. The suspension shall be of a leaf spring type mounted on equalizer beams.

Axles shall be suitably mounted with provision for oscillation and shall be properly aligned to prevent scuffing. Suitable stops shall be provided to prevent the tyres from scuffing the underside of the deck.

Stability of the load on the deck of the semi-trailer is very important and it is necessary to provide the maximum axle length. It is, thus, an express condition of this bid that the overall length of axle with tyres on shall be exactly the width of the deck.

A hub-odometer must be fitted to one of the axles.

The hub-odometer must be sealed, tamper proofed, maintenance free and parts made of stainless steel. It must record distances in kilometres, even in reverse gear and display six digits.

**State:**1. AXLE.

Overall width of axle with wheels attached \_\_\_\_\_ mm

State minimum rating per axle \_\_\_\_\_ kg

Are the axles fitted with suitable stops \_\_\_\_\_

2. SUSPENSION

State type of suspension offered \_\_\_\_\_

Has each axle adjustment for alignment \_\_\_\_\_

Are equaliser beams supplied \_\_\_\_\_

3. HUB-ODOMETER.

Make of hub-odometer \_\_\_\_\_

Type of hub-odometer \_\_\_\_\_

On which wheel are the hub-odometer fitted \_\_\_\_\_

Sealed \_\_\_\_\_

Tamper proofed \_\_\_\_\_

Maintenance free \_\_\_\_\_

Parts made of stainless steel \_\_\_\_\_

Distances measured in kilometres \_\_\_\_\_

Number of digits in display \_\_\_\_\_

Recording in reverse gear \_\_\_\_\_

VII. BRAKES

The semi-trailer shall be fitted with service, emergency and parking brakes. The system must comply fully with the requirements of the National Road Traffic Act & Road Transportation Legislation.

SABS approved anti-lock brakes (ABS) system and automatic slack adjusters are to be fitted. ABS System will be connected to the trailer via an EBS Cable. **The ABS system will be linked with the truck tractor and must not work from the trailer's brake lights.**

A dual air-line, fail safe braking system must be provided which acts on all wheels of the semi-trailer. The braking system must be such that failure of pressure in any of the lines will not cause failure to the brakes of the truck tractor and trailer. A load sensing valves **must** be fitted.

Parking/emergency brakes shall operate on the truck tractor rear axles and all semi-trailer's axles. A park brake valve must be fitted to the trailer.

A separate air reservoir with charging valve shall be fitted on the semi-trailer. All brake reservoirs shall be fitted with non-return valves and drain cocks. Air filters must be fitted to the system

Brake pipes shall comply with SABS 1194.

Supply suitably coloured extension hoses (Suzie hoses) with "C" type couplings at each end (one male, the other female).

Mount couplings in such a way as to be convenient both to use and also to maintain (refer also to "Gooseneck"). Couplings to be equipped with dust proof covers.

All brake linings are to be asbestos free.

State:

Type of brakes supplied \_\_\_\_\_

Is it a dual air-line system \_\_\_\_\_

Are load sensing valves fitted? \_\_\_\_\_

If not, how do you provide for load sensing? \_\_\_\_\_

Details of fail-safe system: \_\_\_\_\_

Operating on which wheels? \_\_\_\_\_

Is a parking brake valve fitted? \_\_\_\_\_

Operating on which axles? \_\_\_\_\_

Are a SABS approved anti-lock (ABS) braking system fitted? \_\_\_\_\_

Type of ABS system supplied \_\_\_\_\_

Are automatic slack adjusters fitted? \_\_\_\_\_

Are an air reservoir fitted? \_\_\_\_\_

Are reservoirs with non-return valves and drain cocks fitted? \_\_\_\_\_

Are air filters fitted? \_\_\_\_\_

Are Suzie-hoses supplied (set) \_\_\_\_\_

Are couplings equipped with dust proof covers? \_\_\_\_\_

Is the brake linings asbestos free? \_\_\_\_\_

### **VIII. TYRES**

The tyres fitted **shall be readily available in South Africa** with adequate capacity, on manufacturer's rating, to carry the load imposed when the combination is loaded to full capacity

The tyres to be supplied shall be 315/80 R22.5 – 14 ply rating. They shall be suitable for use both on and off highway and shall be of radial construction.

#### **State**

Size of tyre \_\_\_\_\_

Ply rating of tyre \_\_\_\_\_

Load capacity of tyre \_\_\_\_\_

Type of thread \_\_\_\_\_

Recommended inflation pressure \_\_\_\_\_

Are these tyres readily available in S.A. \_\_\_\_\_

### **IX. ELECTRICAL**

The semi-trailer shall operate on a 24-voltsystem. All electrical wiring must be executed in a neat and proper manner and protected against scuffing.

A 7 Pin female trailer connector shall be fitted in such a way as to be convenient both to use and also to maintain (refer also to "Gooseneck")

All lights shall be mounted on robust brackets (where applicable) and be well protected

LED-type lights and direction indicators (separate and not combination) shall be fitted in accordance with the requirements of the Road Traffic Act (Act 29/1993 as amended) and SABS 1046.

A reversing siren must be fitted at the rear end of the trailer, working with the truck-tractor.

#### **State**

Voltage of electrical system \_\_\_\_\_ V

Type of lights fitted \_\_\_\_\_

Are lights fitted well protected \_\_\_\_\_

Is Suzie-cable supplied \_\_\_\_\_

Does electrical system comply with the above \_\_\_\_\_

Are a reverse siren fitted \_\_\_\_\_

## X. TOOLS AND LASHING EQUIPMENT

Lockable type toolboxes (refer also to "Semi-Trailer") shall be fitted to house the trailer's tools and lashing equipment. **Locks must be supplied with trailer.**

The Department desires that general-purpose tools and lashing equipment, as listed below, must be supplied with the trailer. The hydraulic jack must be of adequate capacity to lift any axle under full load.

### 1. GENERAL TOOLS

<u>Type</u>	<u>Quantity</u>	<u>Response</u>
a.) Foot Ghries pump	1	_____
b.) Jack	1	_____
b1.) Jack capacity		_____ T
c.) Wheel Spanner	1	_____
d.) Tri-Angel	1	_____
e.) Kingpin Inspection Plate	1	_____
2. <u>LASHING EQUIPMENT</u>		
a.) Chain with hook (8m)	8	_____
b.) Lever Type Load Binder (Satan)	8	_____
c.) D-shackles	10	_____

## XI. MANUALS SPAREPARTS LIST

1. All manuals and spares lists must be printed in English. \_\_\_\_\_
2. The above-mentioned books must cover the complete machine as ordered, e.g. the basic machine as well as the specific attachments and sub-assemblies supplied with the machine. \_\_\_\_\_
3. The operator's manual, spare parts lists and workshop manuals must be bounded separately. \_\_\_\_\_
4. The machine shall, at the time of delivery be supplied with:
  - 4.1 One copy of operator's instruction manual. \_\_\_\_\_
  - 4.2 One copy of spare parts book or spares list. \_\_\_\_\_
  - 4.3 One copy of workshop manual. \_\_\_\_\_
  - 4.4 In addition to the above, one set of the above are to be forwarded to the Mechanical Section of the Department of the equipment supplied. \_\_\_\_\_
  - 4.5 Note: Bidders must indicate if the manuals, spare parts lists etc. can be obtained in IT format i.e. Computer disc etc. \_\_\_\_\_
5. Bidders **must** ensure that the manuals include the details, viz., part numbers, drawings, maintenance guides, etc., of all "add on" components. \_\_\_\_\_

## XII. WARRANTY

1. The warranty offered must be in accordance as stipulated in paragraph 12 of the Special Conditions of Contract and augmented by the following: \_\_\_\_\_

2. The warranty shall cover faulty design, material and workmanship for the application for which the equipment is intended according to the specification.
3. The bidder must ensure and warrant that all Trailers supplied under this bid is equipped with identical interchangeable components and replacements parts irrespective of the time of delivery unless the Department of Public Works, Roads and Transport has agreed to any specific departure from this requirement.
4. **The Department requires the warranty period to commence from the date of issue from Nelspruit to the Regions (within 2 months from delivery).**
5. The Department require a warranty period:  
State: Warranty period (months)

Warranty (km)

6. The warranty must cover all expenditure for labour, spares and transport necessary to correct any defect at the work site where the trailer may be stationed in the Mpumalanga Province.

**NOTE:**

- a. Where a supplier considers it is essential that his trailer be transported to a workshop for repairs, servicing or modification, he must first obtain the necessary permission to do so from the relevant Workshop Superintendent. Transport costs incurred for such transportation on behalf of the supplier will be for the supplier's account.

**XIII. GENERAL REQUIREMENTS****1. PAINTING**

- 1.1 The machine shall be painted Golden yellow (SABS 1091 - 1975, B49) or BSS equivalent. Durable paint of the best quality must be used.

**NB:** No other colour will be accepted.

- 1.2 Grease nipples to be encircled with **red paint**.

**2. DRAWINGS**

Drawing showing all dimensions of machine offered shall be supplied with bid documents.

An outline drawing shall show clearly outline dimensions of the trailer on offer and the load distribution point.

**3. DECALS AND NUMBER PLATES**

A set of Decals and Steel Number Plates shall be fitted to the semi-trailer before delivery of the machine takes place. The information will be supply during the pre-delivery inspection.

A number plate bracket or holder must be fitted to the rear of the semi-trailer. This must be suitably illuminated.

**State**

Is a number plate holder fitted?

**4. LICENSE DISC HOLDERS**

A set of licence disc holders must be fitted.

Are disc holders fitted?

5. SIGN BOARDS

The following sign boards shall be fitted at the rear end of the semi-trailer: Abnormal Board, Chevron board and Speed Signs. All boards and signs must comply with the NTRA, NRTR and TRH11.

5a. ABNORMAL BOARD

An abnormal vehicle warning board must be displayed at the rear ends of the abnormal vehicle. It must be permanently fitted below the level of the deck and well protected. The abnormal vehicle warning board must be at least 2 000 mm wide and 300 mm high. The background of the warning face of the board must be white. The warning face must bear the word "ABNORMAL" in red retro-reflective letters of the modified series E letters, at least 200 mm high. The material used in the manufacturing of the board must comply with the relevant requirements as specified in South African National Standard SANS 1329 "Retro-reflective and fluorescent warning signs for road vehicles, Part 2: Abnormal load vehicle signs".

**State**

Does the Abnormal Board comply with all standards \_\_\_\_\_

Fitment of Abnormal Board \_\_\_\_\_

Is the Abnormal Board well protected \_\_\_\_\_

5b. CHEVRON BOARD

A Chevron Board must be permanently fitted below the level of the deck and well protected. The chevron sign must comply with the requirements referred to in standard specifications SABS 1329 "Retro-reflective and Fluorescent Warning Signs for Road Vehicles", Part 4: "Retro-reflective chevron-signs" and Part 5: "Retro-reflective chevron decals";

**State**

Does the Chevron Board comply with all standards \_\_\_\_\_

Fitment of Chevron Board \_\_\_\_\_

Is the Chevron Board well protected \_\_\_\_\_

5c. SPEED RESTRICTION BOARD

Speed Restriction Boards are required and must be fitted above the warning board at the rear of the vehicle. Such signs shall comply with the requirements for a type H sign as specified in South African National Standard SANS 1329 "Retro-reflective and fluorescent warning signs for road vehicles", Part 3: "Signs other than triangles, chevron signs and abnormal load vehicle signs".

The sign board holders must be removable from the semi-trailer. It should be possible to change the speed signs within the holder to the prescribed speed limitation of the load.

The following speed signs must be supplied: 30, 40, 50, 60 and 70 respectively.

**State**

Are speed signs holders removable \_\_\_\_\_

Are speed signs interchangeable \_\_\_\_\_

Place of fitment of speed sign holders? \_\_\_\_\_

5d. FLAGS

Flags must be placed at the extreme corners of the vehicle or load, must measure at least 600 mm x 600 mm and be free to flutter.

**State**

Are flags fitted to the semi-trailer? \_\_\_\_\_

6. ESCORT VEHICLE ABNORMAL BOARDS**Two vehicle abnormal boards must be supplied with the semi-trailer.**

The warning board with two warning faces must be at least 1 200 mm long by 400 mm high. The background of the warning faces of the board must be white.

The warning faces must bear the words "ABNORMAL LOAD AHEAD" in retro-reflective red modified series E letters, at least 120 mm high. The material used in the manufacturing of the board must comply with the relevant requirements as specified in South African National Standard SANS 1329 "Retro-reflective and fluorescent warning signs for road vehicles, Part 2: Abnormal load vehicle signs". The warning board must be removable, collapsible or coverable and must not obscure the amber flashing lights.

Amber lights must be fitted on top of the escort vehicle abnormal board

The visibility distance of the amber flashing lights shall be 150 m as specified in Regulation 158(2) of the NRTR.

Removable flags must be placed on both sides of the boards, measured at least 600 mm x 600 mm and be free to flutter.

**State:**

Are two Escort vehicle abnormal boards supplied? \_\_\_\_\_

Does the escort vehicle abnormal board comply with all standards? \_\_\_\_\_

Are amber lights fitted to the Escort vehicle abnormal boards? \_\_\_\_\_

Are flags fitted to the Escort vehicle abnormal boards? \_\_\_\_\_

7. PLATES TO INDICATE CENTRE OF LOAD

On both sides of the semi-trailer fit brass plates with an arrow clearly showing the centre of the load with the words "CENTRE of LOAD".

**State:**

Are plates fitted on both sides of trailer? \_\_\_\_\_

**XIV. INSPECTION**

1. Before any goods are delivered, to the Nelspruit depot of the Department, or any other named delivery site, they must be inspected by the Mechanical Directorate inspector(s) or any other bona fide representative of the Department on the bidder's site or at his service agent. \_\_\_\_\_
2. The contractor shall arrange with the appointed inspector(s) of the Department to carry out an inspection of any proto type models. \_\_\_\_\_
3. During the inspection all decisions taken shall be recorded and subsequent units supplied shall be identical to the proto type. \_\_\_\_\_
4. A list of requirements and other decisions taken during the inspection duly signed by the Department's inspector and by the contractor's representative shall be forwarded to the Manager: Government Motor Transport, Mechanical: Department of Public Works, Roads and Transport. A signed copy shall be retained for reference by the contractor and will constitute authority for supply subsequent units in the form agreed upon. \_\_\_\_\_
5. On-site inspections must be carried out during the warranty period. **A report of such inspections must be submitted to the relevant Workshop Superintendent and the Head Office Component.** \_\_\_\_\_

## **XV. COMMISSIONING AND TRAINING**

1. In the case of trailer which require specially trained operators or which require technical knowledge for making adjustments for every day operation, the following services must be supplied:
  - 1.1 The supplier's operator must off-load and park the trailer at the Department's first delivery site as stated. \_\_\_\_\_
  - 1.2 The supplier's serviceman and operator must be present at the first delivery site as stated to give the necessary service and operation instruction. \_\_\_\_\_
  - 1.3 His serviceman and/or operator must be present at the Department's final delivery site for the purpose of making final adjustments and supervising the initial starting-up tests. \_\_\_\_\_
  - 1.4 The Department will advise the supplier of such place and of the date when the serviceman and/or operator is to be present. \_\_\_\_\_
2. Training
  - 2.1 The successful bidder shall provide training for operators and mechanical personnel, free of charge, before and after commissioning. \_\_\_\_\_

## **XVI. SERVICING DURING WARRANTY**

1. The bidder must furnish a complete schedule of preventive maintenance recommended for the trailer and the hours worked/distance travelled when this must take place. \_\_\_\_\_

## **XVII. SERVICE CONTRACT**

As the possibility exist that a contract for the supply of spare parts and for the service, repair and overhaul of motor vehicles, earth moving and construction equipment will be entered into for capital equipment purchased against this bid, bidders are requested to submit details and costs for such a contract over a period not exceeding two (2) years

1. Discount on Spare parts: \_\_\_\_\_ %
2. Labour: R \_\_\_\_\_ /h
3. Travel: R \_\_\_\_\_ /km
4. Travel time: R \_\_\_\_\_ /h
5. Subsistence cost: R \_\_\_\_\_ /night

### **All bidders must comply with the following six points to be considered**

1. Is the bidder the official agent/dealer appointed by the original equipment Manufacturer /factory? COMPLY / DO NOT COMPLY
2. Is the bidder able to lodge claims against the factory on behalf of the client in case of failures or breakages? COMPLY / DO NOT COMPLY
3. Does the bidder stock a sufficient number of spare parts on his/her own branded premises?  
Value of spare parts stocked on own premises. COMPLY / DO NOT COMPLY
4. Is the bidder able to service, repair and modify the equipment in its own branded workshop? COMPLY / DO NOT COMPLY
5. Does the bidder have qualified artisans in the Mpumalanga Province or neighbouring province? COMPLY / DO NOT COMPLY

6. Does the bidder have (a) suitably equipped workshop(s) in the Mpumalanga Province or neighbouring province?

**COMPLY / DO NOT COMPLY**

**NOTE: PLEASE PROVIDE THE FOLLOWING INFORMATION:**

## APPROVED WORKSHOPS AND SPARE PARTS FACILITIES IN MPUMALANGA.

The Department must be provided with the actual street Addresses to be able to inspect the facilities

I/WE DECLARE THAT THE INFORMATION SUPPLIED IS CORRECT AND UNDERSTAND THAT THE OMISSION OF INFORMATION OR MISLEADING INFORMATION MAY RESULT IN DISQUALIFICATION OF THE BID

**SIGNATURE OF BIDDER:** \_\_\_\_\_ **DATE:** \_\_\_\_\_ **20** \_\_\_\_\_

**XVII. PRICING SCHEDULE****THIS FORM MUST BE COMPLETED IN FULL****NOTE: PRICES SHALL INCLUDE VAT****A. Pricing Schedule.**

1. The supply and delivery of an **ABNORMAL LOAD, HEAVY DUTY 4-AXLE SEMI-TRAILER WITH A PAYLOAD OF NOT LESS THAN 45,000KG** according to the specifications above. (**Section B**)

a. Price for **ONE (1) UNIT** R \_\_\_\_\_, \_\_\_/UNIT

**Pricing in words** \_\_\_\_\_

b. Price for **TWO to FIVE (2-5) PER UNIT** R \_\_\_\_\_, \_\_\_/UNIT

**Pricing in words** \_\_\_\_\_

2. Are the price firm? \* **Yes / No**

\* Delete whichever is not applicable

**(Excluding Exchange Rates and Six Monthly Price Adjustments)**

**If No**, submit a formula with an explanation thereof, for the escalation on the price.

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3. **Price subject to exchange rate variation:** The rates of exchange issued by the South African Reserve Bank ([www.reservebank.co.za](http://www.reservebank.co.za)) (**not forward cover contract rate**) applicable **7 days** prior to closing of bid and the amount in foreign currency (valid suppliers price) to be remitted abroad, which were applied in calculating the bid price, must both be indicated as per paragraph 8.2 of the Special Conditions of Contract. Bidders failing to comply with this condition may forfeit their claims in respect of exchange rate variation.

**State the following:**

Particulars of Financial Institution \_\_\_\_\_

Currency of Exchange \_\_\_\_\_

Rate of Exchange (7 days prior to closing of the bid) ZAR = \_\_\_\_\_

Date of Rate \_\_\_\_\_

**Date to be used for calculation of new price.** E.g.

Date of Department Order or Date of Order to Mother Company or Date of Delivery etc. \_\_\_\_\_

Portion of Price subject to Rate of Exchange (%). \_\_\_\_\_

**NB. Proof from Financial Institution to be attached.**

4. **Optional Extras: (EXCLUDING THE ONCE'S SUPPLIED WITH THE EQUIPMENT)**

- a. Operators Manual R \_\_\_\_\_, \_\_\_\_\_
- b. Spare Parts Manual R \_\_\_\_\_, \_\_\_\_\_
- c. Compact Disc Catalogue R \_\_\_\_\_, \_\_\_\_\_
- d. Workshop Manual R \_\_\_\_\_, \_\_\_\_\_
- e. Tools (Specify on additional Sheet.) R \_\_\_\_\_, \_\_\_\_\_

B. **Equipment Offered.**

- 1. Make \_\_\_\_\_
- 2. Model \_\_\_\_\_
- 3. Country of Manufacture \_\_\_\_\_
- 4. Percentage preference claimed for local content of material/equipment \_\_\_\_\_
- 5. Is this offer strictly to specification? \_\_\_\_\_
- 6. If not to specification, **State** deviations of specifications above on a separate page where applicable. \_\_\_\_\_
- 7. Are you registered in terms of sections 23(1) or 23(3) of the Value Added Tax Act, 1991 (Act no. 89 of 1991) \_\_\_\_\_
- 8. If so, state your VAT registration number. \_\_\_\_\_
- 9. Period required for delivery after receipt of order. \_\_\_\_\_
- 10. Is the delivery period firm? \_\_\_\_\_
- 11. Is the equipment guaranteed as required in terms of as per paragraph 12 of the Special Conditions of Contract.? \_\_\_\_\_
- 12. As a specific guarantee is required in the bid specification, is the supply/service so guarantee? \_\_\_\_\_

**ONLY BIDS FROM SUPPLIERS THAT ARE ORIGINAL EQUIPMENT MANUFACTURERS AND HAVE APPROVED WORKSHOPS AND/OR SPARE PARTS FACILITIES WILL BE ACCEPTED.**

- 13. Are you the Original Equipment Manufacturer (OEM) or accredited agent for the manufacturers of the equipment offered? \_\_\_\_\_
- 14. What is the approximate value of spares carried in stock in the Republic of South Africa for this particular make and model of machine offered? \_\_\_\_\_
- 15. What is the approximate value of spares carried in stock in the Province of Mpumalanga for this particular make and model of machine offered? \_\_\_\_\_
- 16. Where are these spares held in stock? (RSA): \_\_\_\_\_
- 17. What facilities exist for servicing the machine/equipment offered, within the province? \_\_\_\_\_
- 18. Where are these facilities available? \_\_\_\_\_

19. What are the names and addresses of the factories where the supplies will be manufactured and may be inspected, if required?  
\_\_\_\_\_

20. What is the address in the RSA where a machine/equipment of the type offered may be inspected, preferably under working conditions?  
\_\_\_\_\_

21. **NOTE: ALL DELIVERY AND/OR RAILAGE COST, CUSTOMS, IMPORT DUTIES ECT. AND SURCHARGE MUST BE INCLUDED IN THE BID PRICE.**

I certify that the information stated by me in the compilation of the schedule may at any time be compared with actual figures, and should any serious discrepancies be discerned, the Department is at liberty to return the equipment supplied and take any action deemed necessary in terms of Central Supply Chain Management Regulations.

SIGNED: \_\_\_\_\_  
(On behalf of Firm Bidding)

NAME: \_\_\_\_\_  
(In block letters)

ADDRESS: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

CODE: \_\_\_\_\_

TELEPHONE: \_\_\_\_\_

CELL PHONE: \_\_\_\_\_

FAX: \_\_\_\_\_

E-mail Address: \_\_\_\_\_

**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

Income Tax ref no

VAT registration no

Customs code

Telephone no

E-mail address

Physical address

Postal address

Company/Close Corp.  
registered no

PAYE ref no 7

SDL ref no L

UIF ref no U

Fax  
no**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  year(s)**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
<input type="text"/>					
<input type="text"/>					
<input type="text"/>					

**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 DateName 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 DateName of applicant/  Public Officer**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) 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 ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

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

- 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.

<b>7. Performance security</b>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) a cashier's or certified cheque</li> </ul> <p>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.</p>
<b>8. Inspections, tests and analyses</b>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or</p>

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.

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 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.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

- 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.

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this 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.

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

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

- 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 (NIP) Programme**

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

**34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)