

Health Office Park
Private Bag X 2068
MMABATHO
2735**SUPPLY CHAIN MANAGEMENT**

CELL: 066 081 6368

Email:

nsegwabanyane@nwpg.gov.za

www.health.gov.za

NWDOH 09/2026: REPLACEMENT OF DIAMOND MESH FENCE WITH CLEAR VIEW FENCE AT GENERAL DELAREY HOSPITAL CIDB GRADING 4SQ OR HIGHER

Open bids are hereby invited for replacement of diamond mesh fence with clear view fence at General Delarey Hospital CIDB grading 4SQ or higher.

The conditions contained in the Preferential Procurement Policy Framework Act and 2022 PPPFA Regulations, National Treasury Implementation Guide: Preferential Procurement Regulations 2022, the General Conditions of Contract (GCC) and/ NEC 3 Engineering & Construction Contract, i.e. Annexure "A" and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.

1. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract.
2. All the documents accompanying this invitation to bid must be completed in detail where applicable, and together with all documentation required in considering the bid, be sealed in an envelope and be deposited in the bid box before the closing date and time.
3. The proposals in a sealed envelope and marked with the Bid Number , Company Name, Closing Date and Closing Time should be deposited in the Bid Box situated at the entrance of the **Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho [Behind the Crossing Mall]. No correspondence will be entered into regarding non-submission/ attachment of required documents after bid closure. Failure to submit all the required documents will render your bid non-responsive**
4. Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked:

Bid number : NWDOH 09/2026**Company Name :****Closing date : 21 MAY 2026****Closing time : 11H00****Technical enquiries: K.F Mahlangu/ T.K Phoko 066 648 6688/ 060 648 5764****kfmahlangu@nwpg.gov.za and tsholofelophoko@nwpg.gov.za**

No telegraphic or facsimile bids will be considered.

5. In terms of the PFMA Treasury Regulations 2005;-

A. **Regulation 16A9. 1 [e] and [f]** the Accounting Officer of the Department may-

i. Reject a proposal for the award of a contract if the recommended bidder has committed a corrupt or fraudulent act in competing for the particular contract, or

ii. Cancel a contract awarded to a supplier of goods or services

- If the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract, or
- If any official or other role-player committed any corrupt or fraudulent act during the bidding process or the execution of that contract that benefitted that supplier.

B. **Regulation 16A9.2 [a] and [b]** the accounting officer or accounting authority-

i. May disregard the bid of any bidder if that bidder, or any of its directors-

- Have abused the institution's supply chain management system
- Have committed fraud or any other improper conduct in relation to such system.

C. Bidders may NOT buy gifts for or ask for cell phone numbers from Bid Committee Members or contract managers during briefing sessions, evaluation and adjudication of bids. In terms of the **NATIONAL TREASURY MINUTE3/3/3/2/10 DATED 23 APRIL 2006-CODE OF CONDUCT FOR BID ADJUDICATION COMMITTEES** governing the Conduct of all Bid Committees, Stakeholders and SCM Practitioners involved in the SCM processes:-

i. Bid information and documentation are confidential

ii. No unauthorized communication should be made with a bidder/contractor by any member, stakeholder or SCM Practitioner prior to or after any meeting during the evaluation and adjudication of bids

D. **IN TERMS OF THE NATIONAL TREASURY SCM PRACTICE NOTE NUMBER: SCM 4 OF 2003; CODE OF CONDUCT FOR SUPPLY CHAIN MANAGEMENT PRACTITIONERS -**

“6.5. No person should:-

“6.5.1 Interfere with the supply chain management system of an

Institution

"6.5.2 Amend or tamper with any bid after its submission

6. Bidders should ensure that all the relevant documentation required in considering bids are submitted. **Failure to submit all the required documents may render your bid non-responsive**
7. The Department will not be held responsible for missing or duplicated documents. **Bidders are required to sign, number sequentially and initial on each page of the bidding documents. Bid documents must be binded.**
8. It is the ultimate responsibility of every bidder to ensure that his/her bid is duly deposited in the Bid Box situated at the entrance of the Department of Health North West, New Office Park Building, Ground floor, Corner First Street and Sekame, Mmabatho on time before the closing date and time. **The Department of Health shall not be held responsible for any couriered bid documents that do not reach the Bid Box by the Closing date and time. – Couriered documents must be deposited in the bid box by Couriers before the closing date and time. No correspondence will be entered into regarding late bids and couriered documents that were not deposited in the bid box by the bid closing date and time.**
9. The Department of Health reserves the right to award any bid in whole or in part and the Department **does not bind itself to accept the lowest or any bid in whole and price alone is not a determining factor.**
10. National Treasury has per Circular no 3 OF 2015/2016 given instructions to all PFMA Institutions that with effect from 01 April 2016, no quotation or bid may be awarded to any supplier who is not registered as a Prospective Supplier on the National Treasury Central Service Provider Database [CSD]. If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database are updated and valid. Bidders should further note that the Central Supplier Database (CSD) will be utilized to confirm compliance to tax and other related matters. It is therefore the bidder's responsibility to ensure compliance in all respects.
11. For more information please contact the following:

ADMINISTRATION ENQUIRES:

- Ms N Tshabalala **066 081 6368** nsegwabanyane@nwpg.gov.za

TECHNICAL ENQUIRIES:

- K.F Mahlangu/ T.K Phoko **066 648 6688/ 060 648 5764**
kfmahlangu@nwpg.gov.za and tsholofelophoko@nwpg.gov.za

Potential bidder(s) must reduce all telephonic enquiries to writing and send them to the above email addresses.

12. CONDITIONS TO BID

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subject to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Health or organization acting on behalf of the State. The bidder shall provide, if required, all required facilities for inspections, tests and analysis of the land available, apparatus which may be required for the purpose of such inspection, tests and analysis free of charge unless otherwise specified. The bidder also agrees that the financial standing of the bidder may be examined as part of the inspection

13. RISK ANALYSIS

A risk analysis as per applicable legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project

14. BID CONDITIONS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- b) Bids will be valid for a period of 120 days.
- c) All bid prices must be quoted in South African currency and must be VAT inclusive.
- d) All the Relevant Forms attached to this bid document must be completed and signed in black ink where applicable by a duly authorized official. Use of tippex and pencil in the bid document are not allowed. Where cancellation has been made, bidders should endorse with a signatures

15. BID ADMINISTRATION DOCUMENTS TO BE SUBMITTED BY ALL BIDDERS:

National Treasury has per **PFMA SCM INSTRUCTION NO.9 OF 2022/2023 MANDOTRY UTILISATION OF THE E-TENDER PORTAL FOR PUBLICATION OF BID OPPORTUNITIES, BID AWARDS AND ANY BID RELATED NOTIFICATIONS DATED 13 OCT 2022** prescribed the mandatory advertisement of bids on the e-tender Publication Portal by all departments. Constitutional institutions and public entities listed in Schedules 2 and 3 to the Public Finance Management Act (PFMA). 1999 (Act No.1 of 1999), hereafter referred to as PFMA compliant institutions. This application is aimed at ensuring that all potential service providers have easy access to advertised bids and are provided with an opportunity to supply PFMA compliant institutions with goods and services, as they may require. With effect from 1 Nov 2022, all PFMA compliant institutions must submit the following information to the relevant treasury's e-Tender Publication Administrator in support its advertisement:

- a) Bid description;

- b) Bid number;
- c) Name of the PFMA compliant institution;
- d) The place where the bid is required;
- e) The closing date and time of the bid;
- f) The PFMA compliant institution's contact details (postal and physical address, Telephone number, etc.);
- g) The place where bids can be collected;
- h) The place where bids should be delivered; and
- i) The bid document, that is,
 - Invitation to Bid-which explains the bid administration requirements and the evaluation criteria, to be complied with by all bidders.
 - SBD Forms Prescribed by National Treasury- to be completed by all Bidders without exception
 - Technical Bid Specifications/Terms of Reference or Bill of Quantities requirements - depending on the technical nature of the bid.

16. BID ADMINISTRATIVE REQUIREMENTS/CRITERIA TO BE USED IN EVALUATING A BID

The National Treasury **Supply Chain Management Circular Ref 3/4/3/2/10 dated 10 May 2005**: Page 2 Paragraph 1 stipulates that "Bids may only be evaluated in accordance with the evaluation Criteria stipulated in the bid documentation"

All the under-mentioned documentation /criteria required to evaluate this bid must be sealed in an envelope and be deposited in the bid box before the closing date and time.

ALL BIDDERS ARE REQUIRED TO ENSURE THAT THE FOLLOWING DOCUMENTS ARE ATTACHED:-

- (a) Original, fully completed and signed applicable SBD Bid Documents and Preference Claim Forms in terms of the Preferential Procurements Regulations and National Treasury SCM prescripts. **NB. All Bidders are required to fully complete the SBD forms (SBD form 1, 3.1, 4, 6.1,) as required by the National Treasury PFMA prescripts and the PPPFA Regulations AND to fully complete all other forms as required by the specification, without fail.**
- (b) Copies of Identity Documents of the Directors / Main Shareholders of the company.
- (c) Copy of Valid Tax Clearance Certificate/ Tax Compliance Status PIN or CSD Report- The Department will also verify the tax compliance status of bidder
- (d) **Bidders are requested to download the tender document from the E-tender website: www.etenders.gov.za at no cost.**

Bank Name	: ABSA
Account Name	: NW Health
Account Holder	: NWPG
Branch Code	: 632005
Account Number	: 41-1181-1655
Account Type	: Cheque Account

- (e) Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. **NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company.**
- (f) Bidders are required to submit a valid B-BBEE Status level Verification Certificate or copies thereof, together with their bids, to substantiate their B-BBEE rating claims.
An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less
- (g) Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE.
- (h) **In the case of joint venture (JV) or Consortium the following documents must be attached to the Bid documents:-**
- Copy of Valid Tax Clearance Certificate pin of all Partners- / Tax Compliance Status PIN or CSD report- The Department will also verify the tax compliance status of bidder
 - Copies of Identity Documents of all Directors / Main Shareholders of the company.-
 - Joint venture agreement duly signed by all parties
 - A certificate or agreement regarding shareholder -ship of members
 - Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.-**NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company**
 - Copy of valid consolidated B-BBEE Status level verification Certificate.-An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less -Bidders who do not submit B-BBEE Status level Verification Certificates , a

sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE

- (i) A Trust, consortium or a joint venture are required to submit a Consolidated-BBEEE Status Level Verification Certificate for every separate bid
- (j) Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids

All the bid documents should be completed, signed and sealed in an envelope and deposited in the Bid Box, situated at the entrance of the **Department of Health North West, New Office Park Building, Ground Floor, Corner First Street and Sekame, Mmabatho.**

17. VALIDITY OF B-BBEE STATUS LEVEL VERIFICATION CERTIFICATES

- AO/AAs must ensure that the B-BBEE Status Level Verification Certificates submitted are issued by the following agencies:
 - Tenderers other than EMEs
 - I. Verification agencies accredited by SANAS; or
 - Tenderers who qualify as EMEs
 - II. Sworn affidavit signed by the EME representative and attested by a Commissioner of oaths.

18.1 Verification agencies accredited by SANAS

- 18.1.1 These certificates are identifiable by a SANAS logo and a unique BVA number.
- 18.1.2 Confirmation of the validity of a B-BBEE Status Level Verification Certification can be done by tracing the name of the issuing Verification Agency to the list of all SANAS accredited agencies. The list is accessible on http://www.sanas.co.za/directory/bbee_default.php
- 18.1.3. The relevant BVA may be contacted to confirm whether such a certificate is valid.
- 18.1.4 As a minimum requirement, all valid B-BBEE Status Level Verification Certificates should have the following information detailed on the face of the certificate:

- The name and physical location of the measured entity
- The registration number and, where applicable, the VAT number of the measured entity;
- The date of issue and date expiry;
- The certification number for identification and reference;

- The scorecard that was used (for example QSE, Specialized or Generic);
- The name and / or logo of the Verification Agency;
- The SANAS logo
- The certificate must be signed by the authorized person from the Verification Agency; and
- The B-BBEE Status Level of Contribution obtained by the measured entity

19. VERIFICATION OF B-BBEE LEVELS IN RESPECT OF EMEs

- 19.1. In terms of the Generic Codes Practice, an enterprise including a sole propriety with annual total revenue of R10 million or less qualifies as an EME
- 19.2 In instances where Sector Charters are developed to address the transformation challenges of specific sectors or industries, the threshold for qualification as an EME may be different from the generic threshold of R10 million. In such instances, the relevant sector Charter threshold will therefore be used as a basis for a potential bidder to qualify as an EME. (For example the approved threshold for EMEs for the Tourism and Construction Sector Charters are R2.5 million and R1.5 million respectively)
- 19.3 An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 million or less and level of black ownership to claim points as prescribed by regulation 6 and 7 of the preferential procurement regulations 2017.
- 19.4 An EME that is regarded as a Specialized Enterprise is required to submit a sworn affidavit confirming their annual turnover/allocated budget/ gross receipt of R10 million or
- 19.5 An EME may be measured in terms of the QSE scorecard should they wish to maximize their points and move to a higher B-BBEE recognition level. It is this context that an EME may submit a B-BBEE verification certificate

20. EVALUATION CRITERIA FOR THIS BID IS AS FOLLOWS:

- Phase 1: Administrative Compliance**
- Phase 2: Bidder Requirements**
- Phase 3: Functionality**
- Phase 4: 80/20 Preference Point System**

80 = Price (NOTE: All bid price/should be VAT inclusive)

20 = Preferential points (Points will be allocated according to the below table)

Specific Goals	Procurement Transaction Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific province for work to be done or services to be rendered in that area (Mandatory)	4
Residing within the Local Municipality where the service is required.	4
Residing within the District where the service is required.	3
Residing outside the District North West Province where the service is required.	2
Residing outside the North West Province	0
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	6
<ul style="list-style-type: none"> • Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by military veterans • Registered Cooperatives within the North West department of Health database 	6

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/ Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

CHIEF DIRECTOR: SUPPLY CHAIN MANAGEMENT

DATE: 2021.04.14

COMPLIANCE CHECKLIST

NB. THE BIDDERS MUST COMPLETE THE CHECKLIST TO VERIFY/CONFIRM WHETHER A BIDDER HAS ATTACHED ALL OF THE BID ADMINISTRATIVE REQUIREMENTS

NO	REQUIREMENT	HAVE YOU ATTACHED
		<i>Answer Yes or No</i>
1	Compulsory Briefing session	N/A
2	General Revenue Receipt should be attached by all bidders who obtained hardcopy bid documentation at the Offices of the Health Department-Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number. NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement. Bidders are encouraged to download the bid documentation from the E-Tender Website	N/A
3	Original, fully Completed and signed applicable Bid Documents and Preference Claim Forms in terms of the Preferential Procurement Regulations. NB. All Bidders are required to fully complete the SBD forms as required by the National Treasury PFMA prescripts and the 2022 PPPFA Regulations <u>AND</u> fully complete all other forms as required by the specification, without fail. Any bidder having not complied with these requirements shall be disqualified. [Each of the following SBD form must be fully completed and signed.]	
3.1	Availability of signed and fully completed SBD 1- Invitation to bid	
3.2	Availability of signed and fully completed SBD 3.1- Firm Price	
3.3	Availability of signed and fully completed SBD 4- Declaration of Interest. Complete and sign the supplied hard copy with the bid at the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3). in case of joint venture, both companies should complete separate SBD forms	
3.4	Availability of signed and fully completed SBD 6.1 - Preference Points Claim Form in Terms of the Preferential Procurement Regulations 2022 Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached	
4	Copies of Identity Documents of all Directors / Main Shareholders of the company.-	
5	Copy of Valid Tax Clearance Certificate / Tax Compliance Status	

	<p>PIN or CSD Report-</p> <p>Indicate the expiry date[s] of all the TCC</p> <p>The Department will also verify the tax compliance status of bidder</p>	
6	<p>Copy of Company Registration Certificate from the Registrar of Companies of all Parties indicating the names of directors or main shareholders of the company. NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, a complete certificates which indicate the names of all Directors or main shareholders of the Company without fail</p>	
7	<p>TOTAL BID PRICE INCLUDING VAT</p> <p>AMOUNT.....</p>	
8	<p>Bidders are required to submit a copy of a valid B-BBEE Status level Verification Certificate copies, together with their bids, to substantiate their B-BBEE rating claims. Confirmation not older than six months.</p> <p>An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less</p> <p>-Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE</p>	
<p>9 IN THE CASE OF JOINT VENTURE (JV) OR CONSORTIUM THE FOLLOWING DOCUMENTS MUST BE ATTACHED TO THE BID DOCUMENTS</p>		
9.1	<p>Copy of a valid Tax Clearance Certificate of all Partners- / Tax Compliance Status PIN or CSD report-</p> <p>The Department will also verify the tax compliance status of bidder</p> <p>Indicate the expiry date[s] of all the TCC of the JV partners.</p>	
9.2	<p>Copies of Identity Documents of all Directors / Main Shareholders of all Parties to the Joint Venture.</p>	
9.3	<p>Joint venture agreement duly signed by all parties</p>	
9.4	<p>General Revenue Receipt should be attached by all bidders who</p>	

	obtained hardcopy bid documentation at the Offices of the Health Department-.Original Bank Deposit slip or Electronic Transfer printout receipt reflecting the name of the Bidder and Bid Number NB–Bidders who download the bid documentation from the E-Tender Website are exempted from this requirement	
9.5	Copies of Company Registration Certificates from the Registrar of Companies of all Parties to a Joint Venture indicating the names of directors or main shareholders of the companies to the joint venture.- NB The old Company Registration certificates issued in terms of the repealed 1973 Companies Act which do not show the company Directors 'names are not acceptable. All bidders are required to submit the updated Company Registration Certificates issued by the Registrar of Companies in terms of the 2008 Companies Act, that is, certificates which indicate the names of all Directors or main shareholders of the Company, without fail.	
9.6	Copy of a valid Consolidated B-BBEE Status level verification Certificate or confirmation letter. An EME is required to submit a sworn affidavit confirming their annual total revenue of R10 MILLION or less Bidders who do not submit B-BBEE Status level Verification Certificates , a sworn affidavit or are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but shall not be disqualified from the bidding process , but will score points out of price only and zero [0] points out of B-BBEE	
10	A Trust, consortium or a joint venture are required to submit a consolidated B-BBEE Status Level Verification Certificate for every separate bid	
11	Public entities and tertiary institutions are required to submit B-BBEE Status level verification certificates together with their bids	
12	Duly completed and signed original bid documents issued by the Department should be sealed in an envelope marked: Bid number : NWDOH 09/2026 Company Name : Closing date : 21 MAY 2026 Closing time : 11H00	
13	Address and contact details:	

SIGNATURE BY BIDDER:

DATE:



Ground Floor, Health Office Park
Private Bag X 2068
MMABATHO
2735

BID SPECIFICATION COMMITTEE

Tel: 018 391 4091
Email: mavismanthi@nwpg.gov.za
www.health.nwpg.gov.za

1. NAME OF BID

REPLACEMENT OF DIAMOND MESH FENCE WITH CLEAR VIEW FENCE AT GENERAL DELAREY HOSPITAL

2. PURPOSE

Removal of existing High diamond mesh site boundary fence and access gates at General Delarey Hospital North-West to Supply and Install Clearview or similar Security Fence according to Department Health Security Specifications.

3. BACKGROUND

The current existing diamond mesh fence is dilapidated which is causing a security breach to the facility; civilians can easily climb over it without the knowledge of the security.

4. TIME FRAME/DURATION OF TENDER

Six (6) months

5. EXPECTED DELIVERABLES AND OUTCOMES

- Supply and install a security fence that complies with the Department of health security standard
- Ensure and enhance better access control and security for the hospital.

6. SPECIAL CONDITIONS

- 6.1. The successful service provider will be subjected to the signing of Joint Building Contracts Committee (JBCC).
- 6.2. The North West Department of Health reserves the right to renegotiate the prices and conditions offered by the bidder.
- 6.3. The bidder's works and specifications shall comply with all Legislations and Regulations associated to the Construction Industry Development Board (CIDB) regulations.
- 6.4. All latent defect occurring within the first 12 months after practical completion will be repaired at the cost of the contractor.

- 6.5. Bidder must submit monthly report with monthly invoice. Retention of 10% shall deducted on each and every payment certificate. 5% of the retention will be released upon achieving practical completion and the balance will be released after the 12 months defect liability period.
- 6.6. Bidder must leave all the replaced parts at the Health Institution.
- 6.7. Bidder must comply with Occupational Health and Safety Act, Act no 85 of 1993 and regulations pertaining to construction industry.

7. TECHNICAL SPECIFICATIONS

- 7.1. The technical specification was assessed and approved by Engineering and Technical Services Directorate. The specification is attached in the **annexure A**.
- 7.2. The bill of quantity (BOQ) document is attached and must be completed in full, failure of which will lead to disqualification. ***This is also a bidder requirement.***

8. RISK ANALYSIS

- 8.1. A risk analysis evaluation as per tender document, Construction Industry Development Board (CIDB) guidelines, legislation and prescripts shall be used to establish the competency and ability of the successful bidder for the project.

9. EVALUATION CRITERIA

- 9.1. The submission from the service provider will be evaluated in terms of the 80/20-point system as stipulated in the Preferential Procurement Policy Framework Act (Act 5 of 2000) and the Department's Preferential Procurement Policy.

- 9.2. The bids will be evaluated on five phases:

Phase 1: Administrative Compliance

Phase 2: Bidder Requirements

Phase 3: Functionality

Phase 4: 80/20 Preference Point System

- 9.3. **Phase 1: Administrative Compliance:**

- 9.3.1. The below administrative bidding requirements shall be complied with and required documents must be attached before consideration for further evaluation.
- 9.3.2. Without limiting the generality of NWDOH's other critical requirements for this Bid, bidder(s) must submit the documents listed in Table below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). During this phase Bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements. The bidder(s) proposal may be disqualified for non-submission of any of the documents.

Documents	Non-submission and partial completion will result in disqualification	Requirements
Invitation to Bid – SBD 1	YES	Complete and sign the supplied pro forma document
Pricing Schedule – SBD 3.1	YES	Complete and sign the supplied pro forma document
Bidders Disclosure – SBD 4	YES	Complete and sign the supplied hard copy with the bid at the closing date and time. (Must declare other companies that they own. Refer to Paragraph 2.3). in case of joint venture, both companies should complete separate SBD forms
Preference Point Claim Form – SBD 6.1	NO	Non-Returnable of the supplied pro forma document will not lead to Disqualification. Non-claiming of points on this form will lead to zero (0) even if supporting documentation is attached
Joint Ventures (J/V)	YES	Attach a valid JV agreement. Non-submission will lead to disqualification. In the event of an award, the company needs to register on CSD as a JV. The process is that the service providers must register the JV at SARS then open a JV bank account. With those documents they can then register the JV on CSD. The department will only make payment to a JV account. Should complete 2 separate SBD 4 for each company

Bidders must ensure that they meet the following requirements before the bid can be awarded:

Criteria	Requirement
Tax compliance status	Bidder must be tax compliant before the bid is awarded, It is compulsory for a person to register for VAT if the value of taxable supplies made or to be made, is more than R1 million
Identity number (s) or directors	Must all be active
Business registration	Entity must be in business

Criteria	Requirement
Company registration with central supplier database (CSD)	Bidders must be registered as a service provider on the Central Supplier Database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number. Attach detailed CSD registration document NB: Any changes in the Bidder's details on the Central Suppliers Database are the sole responsibility of the bidder
In the service of the state status	Bid will not consider if Shareholders or directors are employed by state /government departments, municipalities, municipal entities, public entities unless the approval from executive authority to do remunerative work outside public service and to do business with the state is submitted with the proposal.
Tender defaulting and restriction status	Entity and directors must not be restricted.

9.4. Phase 2: Bidder Requirements

- 9.4.1. The bidder must be registered with the Construction Industry Development Board (CIDB) with an appropriate Contractor Grading Designation. For this project the bidder shall have a CIDB contractor Grading Designation of Grade 4SQ or higher.
- 9.4.2. A valid letter of Good Standing – Class V – Building Construction of COIDA (Compensation for Occupation Injuries and Diseases Act)
- 9.4.3. The Bidder shall submit a certificated copy of ISO 9001 certificate from the Manufacturer.
- 9.4.4. Safety Officer should have a Degree/National Diploma in Occupational Health and Safety/Safety Management with at least four (4) years relevant experience and a professional registration certificate from SACPCMP as a Construction Health and Safety Officer. (Attach detailed CV and certified copies of qualifications & professional registration certificate)
- 9.4.5. A letter of intent or proof of Public Liability Insurance for the sum of R4 000 000.00 (Four Million Rand) or more.
- 9.4.6. The bill of quantity (BOQ) document is attached and must be completed in full, failure of which will lead to disqualification.

Note: Failure to meet the above requirements and completing the BOQ will lead to disqualification.

9.5. Phase 3: Functionality = 100

- 9.5.1. Only Bidders that have met the Phase 1 and 2 will be evaluated in Phase 3 for functionality.
- 9.5.2. Bidders are required to obtain a minimum of 75 Out of 100 points to proceed to the next stage of evaluation.

9.5.3. Bidders must score at least 50% in each criteria

9.5.4. As part of due diligence, NWDOH may conduct sites visit at a client of the Bidder (reference) for validation of the services rendered. The choice of the sites will be at the NWDOH`s sole discretion.

9.5.5. Functionality will be evaluated In accordance with the Evaluation criteria for functionality listed below

NO.	CATEGORY	FUNCTIONALITY	CRITERIA	POINTS	WEIGHT
a)	Company Experience in relevant projects-fencing installation	The bidder must have completed a project for installation of a fence of R2 million or more for each project. (provide letter of award /order, completion certificate and reference letter)	Four (4) or more completed projects	30	30
			Three (3) completed projects	20	
			Two (2) completed projects	15	
			One (1) completed project or less experience or no information	0	
b)	Key Personnel experience	Qualification of Project Manager and professional registration with SACPCMP as Construction Project Manager. (Provide a detailed CV, proof of qualification from an accredited institution, and registration certificate)	four (4) years or more experience	25	25
			three (3) years' experience	20	
			two (2) years' experience	15	
			One (1) year or less experience or no information	0	
c)	Supervisor/ Foreman Experience	Foreman/ supervisor must have a NQF level 6 certificate in any construction related field. (Provide a detailed CV, proof of qualification from an accredited institution)	four (4) years or more experience	25	25
			three (3) years' experience	20	
			two (2) years' experience	15	
			One (1) year or less experience or no information	0	

d)	Financial Capacity	Bidders are required to submit proof/evidence of financial capacity by providing;	R2 000 0001 and more	20	20
		Proof of company capability to self-fund (i.e. Stamped three months bank statements).	R2 000 000 – R1 000 001	10	
			R1 000 000 or less	0	
TOTAL					100

NB: The bidder is required to achieve a score of 50% or higher regarding financial capacity. Failure will lead to disqualification.

9.6. Phase 4: 80/20 Preference Point System

- 80 = Price (All bid price/should be VAT inclusive)
- 20 = Specific goals (Points will be allocated according to Specific goals table below)

Specific Goals	Procurement Transaction Preference Points allocated out of 20
B-BBEE Status level of Contributor	10
1	10
2	9
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0
Enterprises located in a specific province for work to be done or services to be rendered in that area (Mandatory)	4
Residing within the Local Municipality where the service is required.	4
Residing within the District where the service is required.	3
Residing outside district within the North West Province where the service is required.	2
Residing outside the North West Province	0

Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	6
Enterprises 51% owned by black women. Enterprises 51% owned by people with disability Enterprises 51% owned by black youth. Enterprises 51% owned by military veterans Registered Cooperatives within the North West department of Health database	6

NB: Points will be allocated to all those who submitted their BBBEE verification certificates/Sworn Affidavit and Confirmation of preferred address on CSD will be checked and printed by the SCM Practitioner for locality points.

10. POST AWARD REQUIREMENTS

- The successful service provider will be subjected to the signing of the Joint Building Contracts Committee (JBCC) with the department of health.
- The bidder shall submit a proof of all insurances required as stated by tender document.
- The bidder shall be liable for purchasing the contract.
- The Contractor shall attend both technical and progress meeting with the department.
- The North West Department of Health reserves the right to renegotiate the prices and conditions offered by the bidder
- The bidder's works and specifications shall comply to all Legislations and Regulations associated to the Construction Industry Development Board (CIDB) regulations
- All completed works must be implemented by an authorised person and subjected to inspection for quality and certification by the Project Manager.
- Bidder must submit monthly report with monthly invoice. Retention of 10% shall deducted on each and every payment certificate. This will be released after the 12 months defect liability period.
- Bidder must establish a fully functional site office within the construction area approved by the end-user.
- Proof of Public Liability Insurance for the sum of R4 000 000.00 (Four Million Rand) or more


Technical Enquiries to be directed to:

Name : K.F Mahlangu/ T.K Phoko

Email : kfmahlangu@nwpg.gov.za/ tsholofelophoko@nwpg.gov.za

Tel : 066 648 6688/ 060 648 5764

**ANNEXURE A:
TECHNICAL SPECIFICATIONS**

Descriptions	Make / Model	Image(s)	Location / Zoning Area	Estimated Projected Budget
<p>Fence range</p> <p>Wire Diameter</p> <p>Tensile Strength</p> <p>Aperture (mm)</p> <p>Welding Strength</p>	<p>High Secure Horizontal</p> <p>Core Diameter of the horizontal wire: 3.00mm</p> <p>Core Diameter of the vertical wire: 3.00mm</p> <p>Vertical wires: Minimum Average 626Mpa</p> <p>Horizontal wires: Minimum Average 626Mpa</p> <p>Distance between the Vertical wires: 12mm – 12.7mm</p> <p>Distance between the Horizontal wires: 75mm – 76.2mm</p> <p>The average weld shear strength of 4 welds shall not be less than 20Nm of the breaking strength of the Horizontal wire.</p> <p>A = Fully pre-galvanized wire</p> <p>Average Zinc mass 310g/m²</p> <p>4 V-bends</p>		<ul style="list-style-type: none"> • Staff Residence 	<p>facility</p>

SECTION 1

Bill No.1

PRELIMINARIES

NOTES

MEANING OF TERMS "BID / BIDDER"

Any reference to the words "Bid" or "Bidder" herein and/or in any other documentation shall be construed to have the same meaning as the words "Bid" or "Bidder".

PRELIMINARIES

The agreement is based on the JBCC Principal Agreement (version 4.1). The additions, deletions and alterations to the JBCC PBA and the *Principal Building Agreement: Contract Data* and these documents have been incorporated in the Contract Data section of this document. The Bidder is deemed to have referred to these documents for the full intent and meaning of each clause. These clauses are referred to by number and heading only. Where standard clauses or options are not applicable to the contract such modifications or corrections as are necessary are given under each relevant clause. Where an item is not relevant to this specific contract such item is marked. "N/A" signifying "Not Applicable".

PRICING OF PRELIMINARIES

Should Option A, as set out in Section D - Tenderer's Selection in the Contract Data, under clause 26 of **Part 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA) (JBCC Edition 4.1 - March 2004)** be used for the adjustment of preliminaries then each item priced is to be allocated to one or more of the three categories Fixed, Value Related or Time Related and the respective amounts entered in the spaces provided under each item.

Items not priced in these Preliminaries shall be deemed to be included elsewhere in these Bills of Quantities.

SECTION A: JBCC PRINCIPAL BUILDING AGREEMENT - (Edition 4.1)

INTERPRETATION

1.0 **DEFINITIONS AND INTERPRETATION**

Clause 1.0

Fixed: _____ Value related: _____ Time related: _____

Item

A2.0 **LAW, REGULATIONS AND NOTICES**

Clause 2.0

Fixed: _____ Value related: _____ Time related: _____

Item

A3.0 **OFFER AND ACCEPTANCE**

Clause 3.0

Fixed: _____ Value related: _____ Time related: _____

Item

TOTAL CARRIED TO SUMMARY

UNIT QUANTITY RATE AMOUNT

A4.0 **ASSIGNMENT AND SESSION**

Clause 4.0

Fixed: _____ Value related: _____ Time related: _____

Item

A5.0 **CONTRACT DOCUMENTS**

	Clause 5.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A6.0	EMPLOYER'S AGENTS Clause 6.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A7.0	DESIGN RESPONSIBILITY Clause 7.0 Fixed: _____ Value related: _____ Time related: _____	Item			
	<u>INSURANCE AND SECURITY</u>				
A8.0	WORKS RISK Clause 8.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A9.0	INDEMNITIES Clause 9.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A10.0	INSURANCES Clause 10.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A11.0	SECURITY Clause 11.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A12.0	EXECUTION DUTIES OF THE PARTIES Clause 12.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A13.0	SETTING OUT Clause 13.0 Fixed: _____ Value related: _____ Time related: _____	Item			
	TOTAL CARRIED TO SUMMARY				
		UNIT	QUANTITY	RATE	AMOUNT
A14.0	NOMINATED SUBCONTRACTORS Clause 14.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A15.0	SELECTED SUBCONTRACTORS				

	Clause 15.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A16.0	DIRECT SUBCONTRACTORS Clause 16.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A17.0	CONTRACT INSTRUCTIONS Clause 17.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A18.0	COMPLETION INTERIM COMPLETION Clause 18.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A19.0	PRACTICAL COMPLETION Contract Period: The period commencing on actual Site Hand Over Date to the contractor and ending on the date of Practical Completion or authorised extensions thereto <u>including</u> all Annual Industrial Holiday Periods, Sundays and Public Holidays. Clause 19.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A20.0	SECTIONAL COMPLETION Clause 20.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A21.0	DEFECTS LIABILITY PERIOD AND FINAL COMPLETION Clause 21.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A22.0	LATENT DEFECT'S LIABILITY PERIOD Clause 22.0 Fixed: _____ Value related: _____ Time related: _____	Item			
	TOTAL CARRIED TO SUMMARY				
		UNIT	QUANTITY	RATE	AMOUNT
A23.0	REVISION OF THE DATE FOR PRACTICAL COMPLETION Clause 23.0 Fixed: _____ Value related: _____ Time related: _____	Item			
A24.0	PENALTY FOR LATE OR NON-COMPLETION Clause 24.0 Fixed: _____ Value related: _____ Time related: _____	Item			

A25.0	<p><u>PAYMENT</u> PAYMENT Clause 25.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A26.0	<p>ADJUSTMENT OF THE CONTRACT VALUE AND FINAL ACCOUNT Clause 26.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A27.0	<p>RECOVERY OF EXPENSE AND/OR LOSS Clause 27.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A28.0	<p><u>SUSPENSION AND TERMINATION</u> SUSPENSION BY THE CONTRACTOR Clause 28.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A29.0	<p>TERMINATION Clause 29.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
A30.0	<p>DISPUTE RESOLUTION Clause 30.0 Fixed: _____ Value related: _____ Time related: _____</p>	Item			
	<p><u>AGREEMENT</u> AGREEMENT Clause Fixed: _____ Value related: _____ Time related: _____</p>	Item			
TOTAL CARRIED TO SUMMARY					
		UNIT	QUANTITY	RATE	AMOUNT
A	<p>CONTRACT DATA</p> <p>SECTION B: PART 1: CONTRACT DATA COMPLETED BY THE EMPLOYER (PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA) (Edition 4.1 March 2004)</p>				
A	TENDER INFORMATION				
A1	<p>Project Name Fixed: _____ Value related: _____ Time related: _____</p>	Item			

A2	Works description	Fixed: _____ Value related: _____ Time related: _____	Item			
A3	Site description	Fixed: _____ Value related: _____ Time related: _____	Item			
A4	Employer	Fixed: _____ Value related: _____ Time related: _____	Item			
A5	Principal Agent	Fixed: _____ Value related: _____ Time related: _____	Item			
A6-A13	Agents	Fixed: _____ Value related: _____ Time related: _____	Item			
B	CONTRACT DATA					
2.0	Law, regulations and notices	Fixed: _____ Value related: _____ Time related: _____	Item			
5.0	Contract Documents	Fixed: _____ Value related: _____ Time related: _____	Item			
6.0	Employer's Agents	Fixed: _____ Value related: _____ Time related: _____	Item			
10.0	Insurances	Fixed: _____ Value related: _____ Time related: _____	Item			
TOTAL CARRIED TO SUMMARY						
			UNIT	QUANTITY	RATE	AMOUNT
11.0	Security	Fixed: _____ Value related: _____ Time related: _____	Item			
12.0	Duties of the Parties = employer = site	Fixed: _____ Value related: _____ Time related: _____	Item			
14.0	Nominated subcontractors	Fixed: _____ Value related: _____ Time related: _____	Item			

16.0	Direct contractors	Fixed: _____ Value related: _____ Time related: _____	Item			
19.0	Practical Completion / penalty for late completion					
20.0						
24.0		Fixed: _____ Value related: _____ Time related: _____	Item			
19.0	Practical Completion					
		Fixed: _____ Value related: _____ Time related: _____	Item			
25.0	Payment					
		Fixed: _____ Value related: _____ Time related: _____	Item			
30.0	Dispute Resolution					
		Fixed: _____ Value related: _____ Time related: _____	Item			
	Changes made to JBCC documentation					
	Changes to JBCC document (refer to changes reflected in contract data)					
		Fixed: _____ Value related: _____ Time related: _____	Item			
	SECTION B: PART 2: CONTRACT DATA COMPLETED BY THE CONTRACTOR (PRINCIPAL BUILDING AGREEMENT: CONTRACT DATA) (JBCC Edition 4.1 March 2004)					
D	TENDERER'S SELECTION					
11.0	Securities					
		Fixed: _____ Value related: _____ Time related: _____	Item			
19.0	Contractor's holiday period during the construction period					
		Fixed: _____ Value related: _____ Time related: _____	Item			
TOTAL CARRIED TO SUMMARY						
			UNIT	QUANTITY	RATE	AMOUNT
	Payment and adjustment of Preliminaries					
26.0	Payment of Preliminaries					
		Fixed: _____ Value related: _____ Time related: _____	Item			
	Adjustment of Preliminaries					
		Fixed: _____ Value related: _____ Time related: _____	Item			

Contract Value adjusted according to CPAP Indices Application Manual for use with P0151 indices published by Statistics South Africa, dated 1/1/2013

Fixed: _____ Value related: _____ Time related: _____

Item

SECTION C: SPECIFIC PRELIMINARIES

(Section C contains Specific Preliminary items which apply to this contract except where N/A (Not Applicable) appears against an item)

C1 Contract documents

The drawings issued with these Bid documents do not comprise the complete set but serves as a guide only for Bidding purposes and for indicating the scope of works to enable the Bidder to acquaint him with the nature and extent of the works and the manner in which they are to be executed.

Should any part of the drawings not be clearly legible to the Bidder he shall, before submitting his Bid, obtain clarification in writing from the principal agent.

Fixed: _____ Value related: _____ Time related: _____

Item

C2 General Preambles

The Document Preambles will be the "ASAQS Model Preambles for Trades – 2008" and is obtainable from the Association of South African Quantity Surveyors and shall be read in conjunction with the Bills of Quantities and be referred to for the full descriptions of work to be done and materials to be used.

Fixed: _____ Value related: _____ Time related: _____

Item

C3 Trade Names

Wherever a Trade Name for any product has been described in the Bills of Quantities the Bidder's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of Bids.

If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been Bidded for.

Fixed: _____ Value related: _____ Time related: _____

Item

TOTAL CARRIED TO SUMMARY

UNIT	QUANTITY	RATE	AMOUNT
------	----------	------	--------

C4 Imported Material and Equipment

Where imported items are listed in the Bid documents, the Bidder shall provide all the information called for, failing which the price of any such item, material or equipment shall be excluded from currency fluctuations. **(Refer to T2.2 for the Schedule of Imported Materials and Equipment)**

Notwithstanding any provisions elsewhere regarding the adjustment of contract prices, the price of any item, material or equipment listed in terms of this clause shall be excluded from the Contract Price Adjustment Provision (CPAP) if applicable.

Fixed: _____ Value related: _____ Time related: _____

Item

C5 Existing premises occupied

Refer to Scope of works Part C3 of this Bid Document for information on the occupation of existing buildings.

	Fixed: _____ Value related: _____ Time related: _____	Item		
C6	<p>Inaccurate and defective work executed under a previous contract</p> <p>The contractor shall, after taking possession of the site and before commencing the work, check all levels, liners, profiles and the like and satisfy himself as to the dimensional accuracy of all work executed under the previous contract which may affect his work.</p> <p>Should any inaccurate or defective work be found, the contractor shall immediately notify the principal agent in writing requesting his instructions with regard thereto and afford every facility to those rectifying such inaccurate or defective work.</p>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
C7	<p>Viewing the Site in security areas</p> <p>If the site is situated in a security area then the Bidder must arrange with the Authorities to obtain permission to enter the site for Bidding purposes.</p>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
C8	<p>Commencement of Works in security areas</p> <p>If the works falls within a security area, the contractor must arrange with the Authorities and give the necessary notices before commencement of the works. Should the contractor fail to make such arrangements, admission to the site may be refused and any additional costs will be for the contractor's account.</p>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
TOTAL CARRIED TO SUMMARY				
		UNIT	QUANTITY	RATE
C9	<p>Entrance permits to security areas</p> <p>If the works fall within a security area, the contractor shall obtain entrance permits for his personnel and workmen entering the area and shall comply with all regulations and instructions which may be issued from time to time regarding the protection of persons and property under control of the Authority.</p>			
	Fixed: _____ Value related: _____ Time related: _____	Item		
C10	<p>Security check of personnel</p> <p>The principal agent may require the contractor to have his personnel and workmen, or a certain number of them, security classified.</p> <p>In the event of the principal agent requesting the removal of a person or persons from the works for security reasons, the contractor shall do so forthwith and shall thereafter ensure that such person or persons are denied access to the works and the site and/or to any document or information relating to the works.</p>			
	Fixed: _____ Value related: _____ Time related: _____	Item		

C11	<p>Prohibition on taking of photographs</p> <p>In terms of article 119 of the Defence Act, 44 of 1957, it is prohibited to sketch or to take photographs of any military site or installation or any building or civil works thereon or to be in possession of a camera or other apparatus used for taking photographs, except when authorised thereto by or on behalf of the Minister.</p> <p>The same prohibition is also applicable to all Correctional Institutions in terms of article 44.1(e) of the Correctional Services Act 8 of 1959.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item				
C12	<p>EPWP CONDITIONS AND SPECIFICATIONS</p> <p>12.1 EMPLOYMENT TARGETS</p> <p><u>C12.1 a Employment Targets</u></p> <p>The contractor needs to provide a realistic estimate on the number of jobs that the project has the potential to create throughout the project duration as the project will be implemented using Labour Intensive Construction methods on elements where it is economical and feasible for this construction method. No of jobs to be created =</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p><u>C12.1 b Employment requirements</u></p> <p>Tenderers are advised that this contract will be subject to the Expanded Public Works Program (EPWP) aimed at alleviating and reducing unemployment.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item				
TOTAL CARRIED TO SUMMARY						
			UNIT	QUANTITY	RATE	AMOUNT
	<p>Tenderers must allow for any costs for the employment of unskilled labour as per the requirements of the EPWP program;</p> <ol style="list-style-type: none"> 1. 55% of unskilled labour to be women 2. 55% of unskilled labour to be youth aged between 18 and 35 years 3. 2% of unskilled labour to be people living with disability <p>100% Unskilled labour utilised must reside within the boundaries of the Municipality ward where this contract is executed, with preference to the local community closest or at the walking distance to the contract site. Wherever possible local skilled tradesmen are to be employed on this contract with the view to maximize utilization of local resources.</p> <p><u>C12.1 c Labour rate and payment intervals</u></p> <p>The contractor should ensure that labour rate paid to unskilled local labour is commensurate to the daily task. When determining the rate, consideration should be given to that EPWP participants are mostly bread winners in their families, as the program intends alleviating poverty. There should also be consideration that the labour rate promotes creation of expanded number of jobs created and person days of work.</p> <p>Contractors should make endeavours to ensure that labourers, particularly unskilled are remunerated on fortnight basis and prior notification be made should there be a shortfall on their wages.</p> <p>The labour rate for local unskilled shall also be determined in consideration of the location of the project, i.e. for projects implemented in urbanized municipalities will not be the same as that for rural municipalities.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>12.2 LABOUR INTENSIVE CONSTRUCTION METHOD</p> <p><u>C12.2 a Labour Intensive Construction (LIC) method</u></p> <p>On site there must a person(s) having competency in managing and implementing LIC methods.</p>	Item				

*Foreman @ NQF Level 4 the Unit Standard on Implementing LIC methods on site.
 *Site Agent/ Managers @ NQF level 5 the Unit Standard on Manage Labour-Intensive Skills Programme both must be CETA accredited
 Fixed: _____ Value related: _____ Time related: _____

Item

C12.2 b Labour Intensive Construction Method

Those parts of the contract to be constructed using Labour Intensive methods will be marked in the BoQ with letter LI (indicating Labour Intensive) against every item so designated. Such works will only be constructed using method so indicated.

Reference to be made to Guidelines for the implementation of Labour Intensive Infrastructure projects under EPWP. "Scope of Work in Respect of Work Relating to the Expanded Public Works Programme (EPWP)"

Fixed: _____ Value related: _____ Time related: _____

Item

C12.3 RECORD KEEPING

12.3.1 Every employer must keep in the project site office the following minutes of site progress minutes; contractors' monthly site progress reports; accurately recorded attendance register; proof of payment as means to verify authenticity of data in the EPWP Participants form submitted with payment certificates. Copies of submitted EPWP Participants data forms should also be kept in the site office. A project file should be kept consisting of data as per the EPWP project file check list.

Fixed: _____ Value related: _____ Time related: _____

Item

TOTAL CARRIED TO SUMMARY

	UNIT	QUANTITY	RATE	AMOUNT
--	------	----------	------	--------

12.3.2 The employer must keep this record for a period of at least three (3) years after the completion of the project in his/her office as the project site office would have been relocated.
 This should be safely kept for job creation data verifications and periodical audits on projects conducted by National and Provincial Department of Public Works after one (1) or two (2) quarters of submitting captured EPWP data to the National EPWP Coordinating Department.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.4 EPWP REPORTING as per EPWP DATA FORM

At the end of each month as part of site progress report and to be attached to every contractors' progress payment certificate; the contractor shall provide the principal agent & Employer with a written records, as per EPWP data form; which will be reflecting, beneficiaries full name & surname; ID No and job description of labour employed by main contractor and sub-contractors on site. At the end of each month the contractor must submit the following documents to be attached to the Progress payment certificate:

1. EPWP monthly data collection form
2. Worker monthly payment upload
3. Worker monthly proof of payment i.e
 - 3.1 Acknowledgement of receipt of payment or
 - 3.2 Payslips
 - 3.3 Bank statement highlighted the workers paid
4. Worker monthly training form
5. Monthly attendance register
6. Certified copies of ID's (once off)
7. ID size photos (once off)
8. Proof of UIF
9. Proof of COIDA

C12.5 EPWP PROMOTION

12.5.1 EPWP signage board

EPWP Program at the project level shall always be promoted through have the projects signage board that embrace EPWP logo at the bottom, correct measurement for this signage board will be provided by the project leader during the site handing over meeting. the standard "HELVETIVA MEDUIM " letters are to be used . Professional title to be 10 mm above line . Line thickness to be 8 mm thick . Space between bottom of the line and bottom of the lettering below the line has to be 100 mm. Letter sizes are as follows : Helvetica meduim 100 mm black upper case to be for project name and owner . Helvetica meduim 75mm black upper case only to be used for professional titles.Project name and owner shall be black lettering on white background.board sizes are as follows : Board to be minomum 2000mm from ground level and to be constructed from reinforced formed chromadek panels minimum 0,6mm thick chromadek. The contractor is responsible for ensuring that the project board remains neatly and safely erected for the full duration including maintenance period,after which the project board and post are to be dismantled and handed to the Employer in good order.

Fixed: _____ Value related: _____ Time related: _____

Item

12.5.2 Branding of labour apparel

Contractor & Sub-contractors' labourers shall be provided with EPWP branded Personal Protective Equipment (PPE), reflector vest with EPWP wording at the back is an ideal and cost effective means of promoting program on site.

The contractor is then advised to price for both item 5.1 and 5.2

Fixed: _____ Value related: _____ Time related: _____

Item

**C12.6 COMMUNITY LIAISON OFFICER (CLO)
UTILISATION OF A COMMUNITY LIAISON OFFICER**

The Contractor shall allow for and pay any and all costs necessary for the engagement of the services of a Community Liaison Officer (CLO) for the full duration of this contract

A CLO will be identified by the local structures of the ward areas and appointed following fair and transparent interviewing process, to be conducted in the presence of local structures and the contractor representative, in order to assist the Contractor in the procurement of any local labour, etc. required for this project. The Contractor is to liaise with the CLO and afford him any assistance needed in ensuring sound working relations with the local community.

Key Responsibilities of the CLO are envisaged to include and not necessary be limited to:

1. Assisting local leadership in conducting skills and resources audit which facilitates sourcing labour from within the ward or targeted areas for employment, as required by contractor.
2. Assisting in sourcing labour-only domestic sub-contractors and the procurement of materials from local resources, as required by the contractor.

TOTAL CARRIED TO SUMMARY

UNIT	QUANTITY	RATE	AMOUNT
------	----------	------	--------

3. Assisting the contractor by identifying areas of potential conflict and or threats to the project or to stakeholders in the project and recommend appropriate action to the contractor.
4. Assisting contractor and stakeholders in the project in the resolution of any conflict which may arise.
5. Establishing and ensuring that sufficient and open communication channels between the contractor and the work force are maintained.
6. Establish and ensuring that efficient and open communication channels between the contractor and the community are maintained
7. Identifying and reporting to the Contractor regarding issues where communication between stakeholder is necessary, recommend courses of action and facilitate such communications
8. Assisting the Contractor and the work force in the establishment of grievance procedures and necessary recommenda-tion to the Contractor regarding the grievances and solution thereto.
9. Attending to site meetings and project implementation meetings as required by the Contractor and prepare periodic reports as may be required by the Contractor from time to time.
10. Attending to such other duties which are consistent with the functions of a CLO, as may be required by the Contractor from time to time.

Tenderers are to price twice the rate of unskilled local labour rate against this item for any and all costs arising out of compliance with the foregoing and in the event of a Tenderer failing to price against this item or making inadequate financial provision against this item for compliance as aforesaid, then no claim for costs or additional cost incurred will be entertained by the Head: Works

Fixed: _____ Value related: _____ Time related: _____

Item

C12.7 SKILLS DEVELOPMENT ON SITE

Contractor in conforming to the object of EPWP that its participants need to be capacitated with skills that will render them employable in the future. It is then the responsibility of the contractor that mandatory life skills are provided to 100% of workforce on site and on the job training to labourers from whom the potential for further development has been identified. The latter is not mandatory to all as it covers technical skills.

Contractor should also make provision for the possibility that there might be local youth that will need to be placed on the project with an intention to be provided support towards improving their level of competency and productivity.

Contractor shall also provide all necessary on-the-job training to targeted labour to enable such labour to master and advance on techniques required to undertake the work in accordance with requirements of the contract in a manner that does not compromise workers health and safety.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.8 LABOUR ONLY Sub Contracting for local emerging enterprises

Tenderer's are advised that this contract is subject to the Expanded Public Works Programme (EPWP) and the following criteria will apply:

TOTAL CARRIED TO SUMMARY

UNIT QUANTITY RATE AMOUNT

African Equity Ownership

- a) The Tenderer is to allow for 5% of the total value of works to be undertaken by a Priority Population Group. This percentage excludes the costs of employing local unskilled labour. The allocation of this percentage from the Project, the screening of people, the selection of skills, will be for the Contractor to adjudicate.
- b) The Priority Population Group consists of women, youth and disabled people.
- c) The Contractor is to give first option for prospective PPG's from the surrounding areas of the Project. Should there be insufficient suitable people fitting the criteria of PPG's, the Contractor may hire people from further afield. This is to be done only after consultation with the Department of Works EPWP Co-ordinator and the Community Liaison Officer (CLO).
- d) A Mentor is to be employed by the Contractor, in consultation with the Department of Works for the purposes of quality control and liaison between the Contractor and the selected PPG's on site. The mentor will be responsible for ensuring an acceptable level of quality workmanship and that such work carried out by the PPG's is executed within the time frames stipulated.

In so far as possible, the Contractor is encouraged to expand the PPG's skills, knowledge and performance levels.

Fixed: _____ Value related: _____ Time related: _____

Item

TENDERER'S TO NOTE CONDITIONS

- a) The contract to be entered into between the Contractor and the PPG's will be a LABOUR ONLY sub-contract.
- b) The Contractor will be responsible for ensuring that all materials for use by the PPG's in the works are to be on site timeously. The Contractor shall liaise with The Mentor and PPG to determine the nature and extent of materials required and the lead time necessary.
- c) The Contractor shall be responsible for the overall programming of the Works and he is to allow for monitoring the PPG's programme and progress.

- d) In conjunction with the Mentor, he is to allow for the supervision and mentoring (where necessary) of the PPG to ensure quality and adherence to standard building practice
- e) The Contractor is to allow for extra storage facilities on site for the PPG's tools and equipment.
- f) Basic tools shall be provided by the PPG's and where these are not available; the Contractor will supply him with the necessary tools and equipment and deduct the costs thereof from the interim claims made by the PPG.
- g) Work requiring specialized tools will be provided free of charge by the Contractor with the provision that these be returned upon completion of the Work.

CO-ORDINATION

The Contractor is to co-ordinate the work of all the PPG's, Sub-Contractors and Nominated Sub- Contractors appointed direct by the Employer in such a manner and at all times as will suit the building programme and he is to allow adequate access, for the PPG's, where required, to carry out their work in an efficient manner as no claims for extras in this connection will be entertained.

Fixed: _____ Value related: _____ Time related: _____
TOTAL CARRIED TO SUMMARY

Item

UNIT QUANTITY RATE AMOUNT

ATTENDANCE

The Contractor may allow for attendance upon the PPG's concerned to execute the work. The Contractor is to allow the PPG's the use of any scaffolding belonging to him while it remains so erected on the site. Where scaffolding is necessary for the use by any PPG and the Contractor has not erected any for his own use or has removed same after his own use, the Contractor shall supply sufficient scaffolding to the PPG to be erected and dismantled by the PPG and returned to the Contractor.

This attendance upon PPG's to execute the work is to include for the scaffolding provisions as aforesaid and, in addition, is to include for co-operating to the fullest extent with all the parties, attending on off-loading materials, providing suitable storage for tools and materials used by the PPG's, use of general facilities such as latrines, etc., supply and cost of power, lighting, water and the like.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.9 EPWP CONTRACT FOR LABOUR

It is compulsory that shortly after the contractor and or sub contractor has appointed local labour, the employment contract should be signed by both parties, prior to commencement with works on site. The employment contract forms part of the Ministerial Determination or from the regional EPWP officials. Each contract will lapse at the end of each financial year therefore requiring the Contractor to do a renewal of each contract should the need of employment still exist for that particular labourer.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.10 EPWP SCOPE OF WORKS

Note:

Contractors are to price any item on the Bill of Quantities having below, bearing in mind that they are regarded as main sources of job creation, whether sub contracted or undertaken by the main contractor.

Elements on the scope of work where application of Labour Intensive Construction methods as will indicated with letters (LI) are regarded feasible are as follows;

- i) Excavating trenches for foundations and any other civil works with the depth not more than 1.5 m
- ii) All masonry works which include concrete mixing on site; brickwork; plastering; screed works; jointing; etc.
- iii) Painting, Plumbing, Ironmongery; roof cladding; glazing; tiling; carpentry; flooring; waterproofing; etc.
- iv) External works such as landscaping; cleaning; paving; fencing; tarmac; etc.

Fixed: _____ Value related: _____ Time related: _____

Item

C12.11 UIF and COIDA Requirements

	<p>UIF Evidence to confirm that UIF for participants has been paid for by the employment duration. - EMP 201 (Monthly Employers Declaration) that was submitted to SARS as well as a copy of the blank records where this payment is reflected.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>				
TOTAL CARRIED TO SUMMARY					
		UNIT	QUANTITY	RATE	AMOUNT
	<p>COIDA Evidence that the participants of the project are included in the Public Body's monthly provisions for COIDA (provisions being made on a monthly basis for the financial year): - Documented evidence would be a schedule showing provision made which include an account/allocation for participants. - Evidence that the Contractor submitted its return of wages for COIDA.</p> <p>- Evidence that the Contractor paid the relevant contributions as required by the Compensation Commissioner's assessment. Fixed: _____ Value related: _____ Time related: _____</p> <p>Note:</p> <p>It is a general requirement of this contract that persons normally resident in the ward of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the ward, others may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour (Local Sub-contractor(s); Skilled; Semi-Skilled and Unskilled). The contractor shall in consultation with the local community leaders with the purpose of negotiating with them regarding the utilization of local resources in the construction process. In this regard, the contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth as well as families declared as most indigent by War on Poverty/ Sukuma Sakhe program profiling process. The contractor should aim, in general, to maximise the involvement of the local community, however workers from other communities should not exceed 20% of all persons working on the project, where local employees possess skills at level of competency that meet contractors requirements.</p> <p><u>Payment for the labour-intensive component of the works</u> Payment for works identified in the Scope of Work as being labour-intensive shall only be made in accordance with the provisions of the Contract if the works are constructed strictly in accordance with the provisions of the Scope of Work. Any non-payment for such works shall not relieve the Contractor in any way from his obligations either in contract or in delict.</p> <p><u>Linkage of payment for labour-intensive component of works to submission of project data</u> The Contractor's payment invoices shall be accompanied by labour information for the corresponding period in a format specified by the employer. If the contractor chooses to delay submitting payment invoices, labour returns shall still be submitted as per frequency and timeframe stipulated by the Employer. The contractor's invoices shall not be paid until all pending labour information has been submitted.</p> <p><u>Applicable labour laws</u> The current Ministerial Determination (also downloadable at www.epwp.gov.za) Expanded Public Works Programmes, issued in terms of the Basic Conditions of Employment Act of 1997 by the Minister of Labour in Government Notice , shall apply to works described in the scope of work as being labour-intensive and which are undertaken by unskilled or semi-skilled workers.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>	Item			

TOTAL CARRIED TO SUMMARY						
		UNIT	QUANTITY	RATE	AMOUNT	
C13	<p>HIV/AIDS Awareness</p> <p>It is required of the contractor to thoroughly study the HIV/AIDS Specification (HIV 1 to HIV 4) of the Department of Public Works, which must be read together with and is deemed to be incorporated under this section of the Bills of Quantities. Provision for pricing of HIV/AIDS awareness is made under C13.1 to C13.5 hereafter and it is explicitly pointed out that all requirements of the aforementioned specification are deemed to be priced hereunder, as the said items represent the only method of measurement and no additional items or extras to the contract in this regard shall be entertained.</p> <p>The contractor must take note that compliance with the HIV/AIDS Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31 of Section 1: Preliminaries (Section A) or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including interest, due to such delayed payment.</p> <p>The contractor's attention is drawn to paragraph 5.3 of C3.2 Specification For HIVAids Awareness - A penalty of 0.05% of Contract Sum for non-compliance can be levied. Fixed: _____ Value related: _____ Time related: _____</p> <p>C13.1 Awareness Champion</p> <p>Selection, appointment, briefing and making available of an Awareness Champion including provision of all relevant services, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>C13.2 Awareness Workshop</p> <p>Selection and appointment of a Competent Service Provider approved by the principal agent, provision of a Service Provider Workshop Planner and a suitable venue, conducting of awareness workshops by means of traditional and/or modern multi-media techniques, including follow-up courses, making available all tuition material and performing assessment procedures, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p> <p>C13.3 Posters, Booklets, Videos, etc.</p> <p>Provision, displaying, maintaining and replacing when necessary of four plastic laminated posters, booklets and educational videos, etc. for the duration of the construction period, all in accordance with the HIV/AIDS Specification.</p> <p>Fixed: _____ Value related: _____ Time related: _____</p>					Item
TOTAL CARRIED TO SUMMARY						
		UNIT	QUANTITY	RATE	AMOUNT	
	C13.4 Access to condoms					

Fixed: _____ Value related: _____ Time related: _____

Item

C26

Local Labour

It is a general requirement of this contract that persons normally resident in the locality of the works (local labour) be given preference for employment on the contract. Provided, however, that should adequate and appropriate labour not be available within the locality, other may be employed subject to satisfactory proof being provided that every reasonable endeavour has been made to employ local labour. The Contractor shall identify the local community leaders with the purpose of negotiating with them regarding the utilization of local labour in the construction process. In this regard, the Contractor shall furthermore give preference, wherever possible to the employment of single heads of households, women and youth. The Contractor shall, in general, maximize the involvement of the local community.

Fixed: _____ Value related: _____ Time related: _____

Item

C27

Management of Water

Water

for Construction purposes must be obtained from alternative water sources (i.e. supply other than water that is produced and distributed by a regulated water service authority from a licenced water treatment works for human consumption), eg dams, rivers, boreholes, springs, rainwater harvesting, recycled sewerage water, etc. The alternative water source shall not be of an inferior quality / standard than that required for construction purposes. The Employer reserves the right through his agents to test such supplies or request certificates confirming the grade and nature of the water supply. Relevant knowledge of the respective area will be an advantage.

TOTAL CARRIED TO Part C2.2

R -

SECTION 1

SUMMARY – PRELIMINARY & GENERAL

Collection

Page No.

Amount

1

R

2

R

3

R

4

R

5

R

6

R

7

R

	8	R		
	9	R		
	10	R		
	11	R		
	12	R		
	13	R		
	14	R		
	15	R		
	16	R		
	17	R		
	18	R		
	19	R	R	-
Carried forward to Final Summary		R		-
Section No. 1 Preliminary & General Summary				

REPLACEMENT OF EXISTING FENCE AT GENERAL DELAREY HOSPITAL	UNIT	QTY	RATE	AMOUNT
<p>SECTION 2</p> <p>Bill No.1</p> <p>DEMOLITIONS</p> <p>Note: All alterations include carting rubble away from site and making good</p> <p><u>Taking down and removing</u></p> <p>Take down and remove existing diamond mesh fencing and gates approximately 1,8m high including all posts, standards, gates, etc., removing concrete bases, filling in holes and ramming and store in a safe area provided by the facility representative.</p>	m	930		
AMOUNT CARRIED TO SUMMARY				
<p>SECTION 2</p> <p>Bill No.2</p> <p>EARTHWORKS</p> <p>EXCAVATIONS ETC</p> <p><u>Excavate in earth not exceeding 2m deep</u></p> <p>Trenches</p> <p><u>Extra over excavation in earth for excavation</u></p> <p>In soft rock</p> <p>In hard rock</p> <p><u>Keeping excavations free of water</u></p> <p>Keeping excavations free of water</p> <p><u>Risk of collapse of excavations</u></p> <p>Sides of excavations not exceeding 1,5m deep</p> <p><u>Filling, etc</u></p> <p>Earth filling obtained from excavations</p> <p><u>Extra over all excavation for carting away</u></p> <p>Carting away of excavated material</p> <p><u>Soil poisoning</u></p> <p>Soil poisoning to bottoms and sides of trenches</p>	m³	251,10		
	m³	25,11		
	m³	12,56		
	Item	1,00		
	m²	1860,00		
	m³	265,05		
	m³	204,60		
	m²	2418,00		
AMOUNT CARRIED TO SUMMARY				
<p>SECTION 2</p> <p>Bill No.3</p> <p>CONCRETE</p> <p><u>Reinforced concrete cast against excavated surfaces</u></p> <p>25MPa/19mm concrete</p>				

In footings	m³	42,30		
<u>Test cubes</u>				
150x150x150mm concrete strength test cube and submit report to Representative	No.	3,00		
<u>Reinforcement (Provisional)</u>				
Reinforcement in varying diameters	Ton	3,38		
AMOUNT CARRIED TO SUMMARY				
SECTION 2				
Bill No.4				
MASONRY				
<u>Brickwork in foundations</u>				
<u>Brickwork of NFX bricks (14MPa nominal comprehensive strength) in class II mortar</u>				
One brick wall	m²	697,50		
<u>Brickwork in superstructure</u>				
One brick wall	m²	279,00		
<u>Brickwork sundries</u>				
Brick reinforcement	m	3829,41		
AMOUNT CARRIED TO SUMMARY				
SECTION 2				
Bill No.5				
WATERPROOFING				
<u>One layer 375 micron embossed polyethylene damp proof course.</u>				
Damp proof course in walls	m²	204,60		
AMOUNT CARRIED TO SUMMARY				
SECTION 2				
Bill No.6				
PLASTERING				
<u>Cement plaster floated on brickwork</u>				
Plaster to walls	m²	762,60		
AMOUNT CARRIED TO SUMMARY				
SECTION 2				
Bill No.7				
SECURITY FENCING				
<u>Fencing and Gates</u>				
<u>Security Fence</u>				

Clear VU or equal and approved 2.4m high fully pre-galvanised steel high security fencing, etc	No	282		
3m High Posts fully pre-galvanised	No.	292		
Clear vu or equal and approved pedestrian gates				
1500 x 2400mm high Clear VU or equal and approved Single swing dipped fully pre-galvanised steel high security gates, including locks, etc. poles measured elsewhere	No	2		
Clear vu or equal and approved vehicular gates				
3000 x 2400mm high Clear VU or equal and approved Single swing dipped fully pre-galvanised steel high security gates including locks, etc. including gate motor and all accessories.	No	3		
<u>Sundries</u>				
Base plates	No	292		
AMOUNT CARRIED TO SUMMARY				
FINAL SUMMARY				
Preliminaries				
Alterations				
Earthworks				
Concrete, Formwork and Reinforcement				
Masonry				
Waterproofing				
Plastering				
Security fencing				
Sub-total				
VAT				
TOTAL ESTIMATE				

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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 90/10 PREFERENCE POINT SYSTEMS

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - Pmin}{Pmin} \right)$$

Where

- Ps = Points scored for price of tender under consideration
 Pt = Price of tender under consideration
 Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
- P_t = Price of tender under consideration
- P_{max} = 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.)

Specific Goals	Procurement Transaction Preference Points allocated out of 20	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level of Contributor	10	
1	10	
2	9	
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0	
Enterprises located in a specific province for work to be done or services to be rendered in that area (Mandatory)	4	
Residing within the Local Municipality where the service is required.	4	
Residing within the District where the service is required.	3	
Residing outside district within the North West Province where the service is required.	2	
Residing outside the North West Province	0	
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	6	
<ul style="list-style-type: none"> • Enterprises 51% owned by black women. • Enterprises 51% owned by people with disability • Enterprises 51% owned by black youth. • Enterprises 51% owned by military veterans • Registered Cooperatives within the North West department of Health database 	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One-person business/sole propriety
 - Close corporation
 - Public Company
 - Personal Liability Company
 - (Pty) Limited
 - Non-Profit Company
 - State Owned Company
- [TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

.....

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	NWDOH 09/2026	CLOSING DATE:	21 MAY 2026	CLOSING TIME:	11:00
DESCRIPTION	REPLACEMENT OF DIAMOND MESH FENCE WITH CLEAR VIEW FENCE AT GENERAL DELAREY HOSPITAL CIDB GRADING 4SQ OR HIGHER				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPARTMENT OF HEALTH NORTH WEST, GROUND FLOOR, NEW OFFICE PARK BUILDING, 3801 CORNER FIRST STREET AND SEKAME, MMABATHO (BEHIND THE CROSSING MALL)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms N Tshabalala		CONTACT PERSON	K.F Mahlangu/ T.K Phoko	
TELEPHONE NUMBER	066 081 6368		TELEPHONE NUMBER	066 648 6688/ 060 648 5764	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	nsegwabanyane@nwpg.gov.za		E-MAIL ADDRESS	kfmahlangu@nwpg.gov.za and tsholofelophoko@nwpg.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
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. 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:

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

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

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

Name of bidder.....	Bid number: NWDOH 09/2026
Closing Time 11:00	Closing date: 21 MAY 2026

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

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

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

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

*Delete if not applicable

SIGNATURE OF BIDDER:.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:.....

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 interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 **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 **80/20** preference point system.
- b) Either the **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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

80/20

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 the 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.)

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status level of Contributor	10	
1	10	
2	9	
3, 4, 5, 6, 7, 8 and Non-compliant contributor	0	
Enterprises located in a specific Local Municipality or District Municipality, Township or region for work to be done or services to be rendered in that area (mandatory)	4	
Residing within DR RSM District in the North West Province.	4	
Residing within any other Districts in the North West Province.	2	
Residing outside the North West Province	0	
Designated Groups (any bid that meets 1 or more of the 5 will get the maximum points)	6	
<input type="checkbox"/> Enterprises 51% owned by black women. <input type="checkbox"/> Enterprises 51% owned by people with disability <input type="checkbox"/> Enterprises 51% owned by black youth. <input type="checkbox"/> Enterprises 51% owned by black military veterans <input type="checkbox"/> Registered Cooperatives within the North West department of Health database	6	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

Personal Liability Company
(Pty) Limited
Non-Profit Company
State Owned Company
[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 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 Programme (NIP)** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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