# MPUMALANGA PROVINCIAL GOVERNMENT



# DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**BID NUMBER: PWRT/1609/23/MP** 

THREE-YEAR CONTRACT FOR GENERAL
BUILDING MAINTENANCE SERVICES AT ALL
VIP RESIDENCES AND THE RIVERSIDE
GOVERNMENT COMPLEX INCLUSIVE OF ITS
EXTENSIONS IN MBOMBELA FOR A PERIOD OF
THREE (3) YEARS

ISSUED BY:

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

NAME OF BIDDER:
TOTAL BID PRICE (all inclusive) :
(Also in words):

# PART A INVITATION TO BID

YOU ARE HEREBY INV	TED TO BID FOR		HE DEPARTME		ORKS RO	ADS AND TRANSPORT
	7/1609/23/MP					
1	EE YEAR CONTRACT FOR GENERAL BUILDING MAINTENANCE SERVICES AT ALL VIP RESIDENCES AND THE RESIDENCES AND THE RESIDENCES AND THE RESIDE GOVERNMENT COMPLEX INCLUSIVE OF ITS EXTENSIONS IN MBOMBELA FOR A PERIOD OF THREE (3)					
DESCRIPTION YEAR		ENT COMPLEX INCLUS	SIVE OF 115 EXT	ENSIONS IN MIDC	NVIDELA I	-OR A PERIOD OF THREE (3)
BID RESPONSE DOCUI		EPOSITED IN THE BID	BOX SITUATED	AT (STREET ADI	ORESS)	
Piet Retief Office, KWA 10 Cornell Road (previo Department of Finance, Naudé Streets – Old TPA	MHLANGA, Kwal usly occupied by F Protea building (old Building, Upper g	Mhlanga Government C Evander Home Affairs ( d Telkom building), MI ground floor, Office nun	omplex, Departm Offices), Evande <b>DDELBURG,</b> D nbers A20, 21 an	ent of Finance, Bui r, 2280, BUSHBU Department of Publi d 25, MALELAN	lding No. CKRIDC ic Works, E, 24 Air	RETIEF, No. 11 Measroch Street, 12, Computer Centre EVANDER, EE, Bushbuckridge Advice Centre, Cnr. Lillian Ngoyi and Dr Beyers Street, Malelane, ELUKWATINI nber 12 Extension A, Elukwatini.
BIDDING PROCEDURE	ENQUIRIES MAY	BE DIRECTED TO	TECHNICAL	ENQUIRIES MAY	BE DIRE	CTED TO:
CONTACT PERSON	Mr. SS Bulunga		CONTACT P	ERSON		
TELEPHONE NUMBER	013 766 7007		TELEPHONE	NUMBER		
FACSIMILE NUMBER			FACSIMILE 1	NUMBER		
E-MAIL ADDRESS	sbulunga@mpg.	gov.za	E-MAIL ADD	RESS		
SUPPLIER INFORMATION	ON The state of th					
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE			NUMBER		
CELLPHONE NUMBER		NAME OF THE OWNER OWNER OF THE OWNER OWNE			T	
FACSIMILE NUMBER	CODE			NUMBER		
E-MAIL ADDRESS  VAT REGISTRATION  NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes [IF YES ENCLOS	□No SE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?			☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO B	DDING FOREIGN	SUPPLIERS				
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				YES NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			YES NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			YES NO			
DOES THE ENTITY HAV	E ANY SOURCE C	OF INCOME IN THE RS	Α?			YES NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?  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 PA	RTICULARS 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:	

# 5.1. SCOPE OF WORK

This section of the scope of work is applicable to general building maintenance as listed below:

SERVICE	BUILDING
Inspect on daily basis the entire RGC for	ALL
defects, quantify them and give a full	
report on all the identified and repair all:	
Maintain and repair doors and locks	ALL
Maintain and repair carpentry items i.e.	ALL
shelving	
Maintain, repair and paint wall finishes	ALL
Maintain, repair and paint wooden decks	ALL
Maintain, repair and paint wooden hand	ALL
rails	
Maintain, repair and paint handrails in stair	ALL
cases	
Maintain and repair damaged glass doors	ALL
and windows.	
Maintain and repair damaged aluminium	ALL
door-fames and windows.	
Maintain and repair damaged gutters.	ALL
Maintain and repair damaged roofs.	ALL
Maintain and repair damaged manholes	ALL

# 5.2. TECHNICAL SPECIFICATION / TERMS OF REFERENCE (DELIVERABLES)

The conditions of the standard condition of Bid as contained in Annexure F of the CIDB standard Uniformity in Construction Procurement (August 2006) (see <a href="https://www.cidb.org.za">www.cidb.org.za</a>)

The standard conditions of Bid make several references to the Bid Data for details that apply specifically to this Bid. The Bid data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of Bid. Each item of data given below is cross referenced to the clause in the standard conditions of Bid to which it mainly applies.

# 6. EVALUATION CRITERIA

# 6.1 RETURNABLE SCHEDULES/ DOCUMENTS

Section	Returnable Schedules for Tender Purposes
a.	Specific Goals Points Allocation :
	HDI = 10 points
	Youth = 4 points
	Women = 4 points
	Disabled persons = 2 points

b.	Relevant previous experience (Value)		
	Proof of relevant experience must be attached (proof of the following must be		
	attached: works orders, appointment letters, completion certificates)		
C.	Key Personnel (Artisans)		
	Artisan must be in possession of any relevant qualification (i.e. Carpentry,		
	Plastering, Painting, Bricklaying)		
	(CV and certified copies of qualifications must be attached)		
d.	Schedule of Plant and Equipment		
	Half points will be allocated if plant and equipment is hired.		
	(Proof of owned relevant plant and equipment must be attached. In case of hire		
	proof must be attached)		
	<ul><li>✓ (Proof must be attached)</li></ul>		
e.	Safety Plan		
	(Proof must be attached)		
f.	SARS PIN issued by South African Revenue Service (SARS). (The bidder must		
	ensure the tax status with SARS remains compliant for the duration of the bid		
	validity period). Bidders who are in a joint venture should submit individual Tax		
	SARS pin certificate.		

NB: Failure of the bidder to attach any of the above-mentioned supporting documents will result in zero points allocation during the evaluation process for section A to E.

# 8.2. COMPULSORY RETURNABLE SCHEDULE

Each bid shall comprise a clearly indicated proposal with the tender documents as follows:

Section	Compulsory Returnable Schedule	Attached Yes/ No
a.	Compulsory Enterprise Questionnaire	
b.	Certificate of Authority for Signatory.	
c.	Record of Addenda to Tender Documents (where applicable).	
d.	Fully completed Bill of Quantities (BoQ) / Pricing Schedule.	
e.	Fully completed and signed Form of Offer	
f.	Fully completed original tender document.	
g.	If the bidder is a joint venture /consortium/partnership, an original or originally certified copy of such an agreement and a resolution by each party to such joint venture / consortium / partnership authorizing its participation in the bid.	
h.	Fully completed Standard Bidding documents (SBD1, SBD4, SBD6.1, SBD6.2 and Annexure C).	
i.	Copy of valid COIDA (Compensation for Occupational Injuries and Diseases) registration certificate, e.g. Letter of Good Standing issued by Department of Labour related to construction, FEM or any other legal recognized authority.	
j.	Copy of contractor Registration for Incorporation or of Company Registration Document.	

k.	Shareholders' Agreements/ Share Certificates/ Memorandum of			
	Association for companies (where applicable).			
I.	Certified copies of Identity Documents of owners/ directors / partners / shareholders of the Business not older than 3 months as at the closing date of the bid.			
	closing date of the bid.			
m.	The bidder must be registered with National Treasury's Central			
	Suppliers Database (CSD)			

# NB:

√ Where any of the compulsory returnable schedules makes a provision for signature, the said schedule must be fully completed and signed. Failure of which the bidder will be automatically disqualified.

### 9. EVALUATION METHODOLOGY

The Bid Evaluation Committee (BEC) on the following basis shall conduct the evaluation:

Functionality	100
Points for Price and Specific Goa	ıls
Price	80
Specific Goals	20

#### 9.1 FUNCTIONALITY

The BEC members shall individually evaluate the responses received and /or presentations made against the following criteria. The applicable points to be applied to functionality evaluation as follows:

- A maximum equal to **100 evaluation points will be awarded for functionality**, for evaluation purposes.
- Each BEC member shall award points for each individual criterion on the score sheet. The assessment of functionality shall be done in terms of the below-mentioned evaluation criteria and minimum threshold of 70 points. All bidders who scored the minimum threshold of 70 points or above shall be evaluated further for Price and Specific Goals. Bids/proposals that score less than the minimum threshold of 70 points for functionality shall not be evaluated further.
- The functionality will be scored using the following values:

FUNCTIONALITY	POINTS
Relevant previous experience (Value)	
<ul> <li>No experience and/or below R 1 Million equals 0 points</li> </ul>	
<ul> <li>R 1 Million to R 2 Million equals 5 points</li> </ul>	30
<ul> <li>Above R 2 Million to R 4 Million equals 10 points</li> </ul>	

<ul> <li>Above R 4 Million to R 6 Million equals 15 points</li> <li>Above R 6 Million to R 10 Million equals 20 points</li> <li>Above R 10 Million equals 30 points</li> </ul>	
Proof of relevant experience must be attached (proof of the following must be attached: works orders, appointment letters, completion certificates)	
<ul> <li>Key Personnel (Artisans)</li> <li>Site agent: National Diploma/Degree in Building Science / Built Environment or equivalent with minimum of 5 years' experience equals 10 Points</li> <li>Foreman: NQF level 4 or higher in Built Environment with minimum of 5 years' experience equals 10 Points</li> <li>Safety Officer: Diploma/Degree in Safety Management with minimum of 5 years' experience plus equals 10 Points.</li> <li>5 Artisans equals 10 points (2 points for each artisan)</li> </ul>	40
Artisan must be in possession of any relevant qualification (i.e. Carpentry, Plastering, Painting, Bricklaying)  (CV and certified copies of qualifications must be attached)	
<ul> <li>Schedule of Plant and Equipment</li> <li>All applicable plant and equipment equals 20 points</li> <li>Any other 4-5 combination equals 15 points</li> <li>Any other 2-3 combination equals 10 points</li> <li>One applicable equipment equals 5 points</li> <li>No relevant equipment equals 0 points</li> </ul>	20
<ul> <li>(1) Applicable Plant and Equipment: 2 Ton Truck/Bakkie, Scaffolding, Extension and A Frame ladders, Basic Tools, Welding Machine and Protective &amp; Safety Equipment.</li> <li>(2) Any other equipment = Compactor and Concrete mixer.</li> </ul>	
Half points will be allocated if plant and equipment is hired.  (Proof of owned relevant plant and equipment must be attached. In case of hire proof must be attached)  (Proof must be attached)	
<ul> <li>Safety Plan</li> <li>No Plan equals 0 points</li> <li>Submission of Environmental Management plan, SHEQ, Risk Management plan equals 10 points</li> <li>(Proof must be attached)</li> </ul>	10
TOTAL	100

### 9.2 PRICE

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, 80 points will be only for the price. A maximum of 80 points is allocated for price on the following basis:

80/20

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

Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

# 9.3 SPECIFIC GOALS

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

Specific goals	Maximum Preference Points
	Allocated
HDI	10
Youth	4
Women	4
Disabled persons	2
TOTAL	20 Points

# 10. BID CONDITIONS AND SPECIFIC CONTRACT DETAILS.

- 1. Bids must be submitted in South African Rand, Fixed price and inclusive of VAT excluding disbursement and travelling.
- 2. Bidder must provide a detailed pricing scheduled indicating each activity's unit price and duration thereof.
- 3. The Department reserves the right to negotiate price with the preferred bidder.
- 4. Bidders must provide details of all evaluation criteria information so that the Department can properly evaluate and assess capacity to complete this task.
- 5. The Department is not bound to accept any of the proposals submitted and reserve the right to call for best and final offers from short-listed bidders before final selection.
- 6. The Department reserves the right to call for interviews with short-listed bidder before final selection.
- 7. The lowest or any bid will not be accepted and the Department reserves the right to accept the whole or part of any bid.
- 8. Copy right of the document remain the product of the Department.
- 9. The service provider will have to provide own admin support staff with their qualifications and experience attached.
- 10. No alternative offers are permissible
- 11. Service level agreement will be entered into by the successful Bidder and the Department within 21 days of award
- 12. Unit prices / lump sums should be inclusive of resources and materials required under the item.
- 13. As mandated by DTI and the South African Bureau of Standards (SABS) only locally, produced goods or locally manufactured goods meeting the minimum stipulated threshold for local production and content will be considered. (See designated industries, sectors and sub-sectors found under <a href="https://www.thedtic.gov.za">www.thedtic.gov.za</a>).

### 11. PRICING SCHEDULE

- All prices indicated in this schedule shall fully comply with this specification. No qualifications contrary to this specification shall be accepted. Alternatives may be offered separately and shall only be considered if a main bid which fully complies with this document is submitted.
- All prices and rates indicated in this schedule shall be completed, even if preceded by a "Nil" quantity. Failure to comply with this requirement shall automatically disgualify the Bid.
- Prices shall be firm in R.S.A. currency and shall include VAT but shall include any other taxes and/or liabilities as may be applicable to this contract.
- The Bidder shall submit a monthly cost based on the contract period stated in the specification and this price will include all the required works and equipment.
- Bidder shall note that any of the scheduled items may be omitted from or any similar item added to this contract. All omissions/additions from this contract shall be based on the rates/prices as contained herein. No extra-over claims whatsoever will be entertained due to the omission or addition of any item or items to or from this contract.

ITEM N°	DESCRIPTION	QTY	PRICE (R)
1	Operation of the service contract as detailed in this Bid document with special reference to section 5.1 scope of works, including:      Repair wooden shelving.     Repair door hinges.     Repair ironmongery and locks     Repair glass doors and windows.     Repair / repaint finishes. ( As per	Item	( Monthly )
	rates bid )  Repair / replaster finishes. ( As per  rate Bid )  Repair Ad Hoc Items. (Or quotation  basis – proven cost plus Bided mark-  up rate).  Maintain and repair damaged gutters	n Item	
	The placing of at least seven people on site as specified attending to all the daily tasks listed, inclusive of labou required.	9	
	The maintenance of the timber works and decks.	s Item	
	Including all tools and materials needed to do the maintenance.	s Item	
	OTAL BID AMOUNT (VAT CLUSIVE @ 15%)		

# **RATES**

These rates will be used for quotes required on items identified on site to be done additional to the monthly operation.

Whenever spares need to be purchased the contractor will be allowed a mark-up of \_\_\_\_\_\_\_ % (maximum 15%) on the proven cost of the spare. All rates to include for labour as well.

The items such as painting and plastering will be for additional personnel as the seven people dedicated on site are already scheduled for other works to be done as part of the monthly works.

ITEM	DESCRIPTION	AMOUNT (RAND)
1.	Standby rate in Rands per hour.	
2.	Call out rate in Rands per hour.	
3.	Overtime in Rands per hour.	
4.	Call out on Public Holidays / Sunday in Rands per hour.	
5.	Rates for plastering, preparation and finish per m².	
	Plaster to include for two coats, 1 <sup>st</sup> the skim coat and 2 <sup>nd</sup>	
	the finishing coat. Final thickness between 10mm and	
	15mm.	
6.	Rates for internal painting, preparation and finish per m².	
	Painting to include for two coats of PVA - White	
7.	Rates for painting of skirting boards, door frames, doors	

ITEM	DESCRIPTION	AMOUNT (RAND)
	and window frames, preparation and finish per m².	
	Painting to include for one undercoat and two coats of	
	enamel paint. – Blue	
8.	Rates for external painting, preparation and finish per m².	
	Painting to include for two coats of durable external paint Beige	
	❖ The contractor shall maintain the wooden works and decks listed under Annexure1 and will reseal the entire site wood works per m² as detailed, twice during the three year period. Inspections, material and works listed will be included in the monthly cost as detailed in Annexure 1. These works will be scheduled as a continuous daily activity spread over the contract period.	
9.	<ul> <li>Rates for tiling and floor covering per square metre</li> </ul>	

### 1. PURPOSE

To render the maintenance of general building works at all VIP Residences and the Riverside Government Complex (RGC) inclusive of its Extensions in Mbombela for a period of Three (3) Years.

# 2. SPECIAL CONDITIONS

Where any clauses and/or items contained in this section are in contradiction to the General Conditions of Contract (GCC), this section shall apply.

# Type of contract

This Bid is intended to result in a direct contract between the Mpumalanga Provincial Government and the successful Bidder, through the Departmental Supply Chain Management.

# **Contract period**

This contract shall be for the General Building Maintenance at the Riverside Government Complex inclusive of the sites including VIP as stated in the heading with all functions as detailed in this specification for a period of three years. Commencement of this Contract shall be within one calendar month of acceptance of the Bid.

## 3. CIBD GRADING

A minimum cidb grading of 5 GB (General Building) or higher class is needed/required.

# 4. SITE INSPECTION & BRIEFING MEETING

Site inspection and briefing meeting is as detailed in the tender advertisement.

- There will be compulsory site briefing session. Tenderers /Bidders must sign attendance in the name of tendering entity.
- Tenderers/bidders will be considered for evaluation only from those tendering entities appearing on the attendance list.

# 5. SCOPE OF WORK

This monthly contract value bid will include the following:

- The personnel required to maintain general building items as specified.
- This contract will require the placing of at least seven people on site, Monday to Friday, 07h30 to 16h30.
- These people shall be fully qualified and experienced in the following services:
  - Carpentry.
  - Fixing of doors and locks.
  - General painting and treating of wooden finishes.

- Plastering.
- Fitting of glass to doors and windows.
- These people shall on a daily basis respond to fault reports issued from SYSCON helpdesk and will respond to these items with immediate effect. All faults issued related to glass doors and windows, ironmongery, carpentry, painting and plastering will be for the action of this contract to be resolved at no extra cost except for damaged items which could be repaired at proven cost plus approved mark-up. Labour included in monthly cost.
- The contractor shall be able to submit quotes for additional work required based on the rates in the Bid within 8 hours of receiving the request.
- Security access cards will be issued to all staff at the start of the contract period but re-issue of cards lost will be for the account of the contractor at a possible cost of approximately R110.00 per card.
- The bidder shall submit with his bid a detailed management structure.
- The personnel used by the bidder shall be uniformly dressed, clearly identifiable and tagged.
- The Bidder shall operate in full compliance with the OHS ACT i.e. conducting monthly safety meetings and make available the minutes upon request.
- The Bidder shall obtain public liability insurance to the value of R 1 000,000.00 minimum and shall submit proof of this with his Bid.
- The Bidder shall liaise with the facilities manager in all queries to the Client.
- The Bidder shall provide his own personnel and lockers to render the services listed in this document.
- The Bidder shall attend the Facilities Management meetings as and when required/requested on site with representatives of the various Departments.
- The Bidder shall keep record of all work done by him, signed off fault reports, quotations and payments.
- The Bidder shall keep his offices clean and tidy on site at all times.
- Quotations for additional items:
- Items that could be forming part of these quotations would be the following:
- Additional staff should be available for work to be quoted on based on the approval of the Chief Engineer, based on the rates in this document, i.e. Ad hoc painting, plastering, cleaning etc.
- Ad hoc painting of specialized finishes, quotes based on rate per m<sup>2</sup>.
- Ad hoc treating and varnishing of wooden features such as decks and railings, quotes based on rate per m<sup>2</sup>.
- Ad hoc repairing of glass doors and windows, quotes based on rate per m<sup>2</sup>.
- Cost of spares / material required to repair damaged items will be quoted on proven cost from specialists of materials and services / social enterprise model suppliers with a maximum mark-up of 15% allowed.
- Indicate your mark-up offered = \_\_\_\_\_%

# **Record of Addenda to tender documents**

and the

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

offer, a	mending the tender documen	ts, have been taken into account	in this tender offer:
	Date	Title or Details	
1.			
2.			
3.			
4.			
5.			
6.			
7.			
8.			
Attach	additional pages if more space	e is required.	
	Signed	Date	
	Name	Position	
Т	enderer	THE THE PARTY OF T	

# Compulsory Enterprise Questionnaire 🔏

The following particulars must be to respect of each partner must be con		f a joint ventu	ıre, <b>sepa</b> ı	rate enterprise	e questionnaires in
Section 1: Name of enterprise:					
Section 2: VAT registration num	nber, if any:				
Section 3: CIDB registration nu	CIDB registration number, if any:				
Section 4: Particulars of sole pr	oprietors and partners	in partnersh	ips		
Name*	Identity number*		Personal	income tax r	number*
				***************************************	
* Complete only if sole proprietor or	partnership and attach s	separate page	if more th	nan 3 partners	
Section 5: Particulars of compa	nies and close corpora	ations			
Company registration number					
Close corporation number					
Tax reference number					
Section 6: Record in the service					
Indicate by marking the relevant be manager, principal shareholder or slast 12 months in the service of any	stakeholder in a compan	ny sole propr y or close cor	ietor, part poration is	ner in a partr s currently or h	nership or director, nas been within the
a member of any municipal co a member of any provincial leg a member of the National National Council of Province a member of the board of municipal entity an official of any municipality of	gislature Assembly or the directors of any	provincial pu within the Management a member of or provincial	ublic entit meaning Act, 1999 an accou public enti	ty or constitug of the O(Act 1 of 199 unting authorit ity	ment, national or utional institution Public Finance 9) y of any national ncial legislature
If any of the above boxes are mar	ked, disclose the follow	wing:			
Name of sole proprietor, partner, director, manager,	Name of institution, p or organ of state and	oublic office, position held	board d		oriate column)
principal shareholder or stakeholder				Current	Within last 12 months
*insert separate page if necessary					

#### Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

a member of any municipal council
a member of any provincial legislature
a member of the National Assembly or
the National Council of Province
a member of the board of directors of
any municipal entity
an official of any municipality or
municipal entity

an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) a member of an accounting authority of any national or provincial public entity an employee of Parliament or a provincial legislature

Name of s parent	spouse,	child	or	or organ of state and position held		Status of service (tick appropriate column)		
					Current	Within last 12 months		

\*insert separate page if necessary

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

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

Signed	Date	
Name	Position	
Enterprise name		

# CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

(IV)

JOINT VENTURE

(V)

SOLE PROPRIETOR

(III)

PARTNERSHIP

(II)

CLOSE

CORPORATION

(I) COMPANY

			ı	
I) CERTIFICATE FOR COMPA	INY			
Directors of	hereby confirm that	t by resolution of the , Mr/Ms all documents in col	Board (copy a	attached) acting in
Chairman:				
As Witnesses: 1				
2		Date:		
I) CERTIFICATE FOR CLOSE	COPPORATION			
Ve, the undersigned, being the key uthorise Mr/Msocuments in connection with the tend nour behalf.	the capac	city of	to	sign all
NAME	ADDRESS	SIGNA	TURE	DATE
ID No				
	completed and signed by all of ne Close Corporation as a whole.	-	upon whom	rests the
III). CERTIFICATE FOR PARTN	<u>ERSHIP</u>			
Ve, the undersigned, being the key pa				
cting in the capacity of				
n connection with the tender for Contr on our behalf.	and any c	ontract resultin	ıg from it,	

NAME	ADDRESS	SIGNATURE	DATE
	e is to be completed and signed be affairs of the Partnership as a whole		upon whom rests
) CERTIFICATE I	FOR JOINT VENTURE		
e the undersigned are	submitting this tender offer in Joint Ve	nture and hereby authorize	
	, authorized signa ents in connection with the tender offer		
is authorization is evic tners to the Joint Vent	denced by the attached power of attornure.	ney signed by legally authoriz	zed signatories of all
NAME OF FIRM	ADDRESS	l l	ING SIGNATURE, ND CAPACITY
ead partner			
	e is to be completed and signed be affairs of the Partnership as a whole		upon whom rests
) CERTIFICATE F	FOR SOLE PROPRIETOR		
		, hereby confirm that I am th	ne sole owner
the business trading as	S		
nature of Sole owner			
Witnesses:			

Date: .....

### MPUMALANGA PROVINCIAL GOVERNMENT

### DEPARTMENT OF PUBLIC WORKS

THREE YEAR CONTRACT FOR GENERAL BUILDING MAINTENANCE SERVICES AT ALL VIP RESIDENCES AND THE RIVERSIDE GOVERNMENT COMPLEX INCLUSIVE OF ITS EXTENSIONS IN MBOMBELA FOR A PERIOD OF THREE (3) YEARS

# C1.1 Form of Offer and Acceptance

# Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: THREE YEAR CONTRACT FOR GENERAL BUILDING MAINTENANCE SERVICES AT ALL VIP RESIDENCES AND THE RIVERSIDE GOVERNMENT COMPLEX INCLUSIVE OF ITS EXTENSIONS IN MBOMBELA FOR A PERIOD OF THREE (3) YEARS

The tenderer, identified in the offer signature block, has examined the documents listed in the tender data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the contract data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

# R ..[ Total bid price (all inclusive)] ..... ......(in figures) This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data. Signature Name Capacity for the tenderer (Name and address of organization) Name and signature of witness

# **Acceptance**

By signing this part of this form of offer and acceptance, the employer identified below accepts the tenderer's offer. In consideration thereof, the employer shall pay the contractor the amount due in accordance with the conditions of contract identified in the contract data. Acceptance of the tenderer's offer shall form an agreement between the employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Agreements and contract data, (which includes this agreement)

Part C2: Pricing data
Part C3: Scope of work.
Part C4: Site information

and drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the tender data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

The tenderer shall within two weeks after receiving a completed copy of this agreement, including the schedule of deviations (if any), contact the employer's agent (whose details are given in the contract data) to arrange the delivery of any bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the conditions of contract identified in the contract data. Failure to fulfill any of these obligations in accordance with those terms shall constitute a repudiation of this agreement.

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature		Date
Name		
Capacity		
for the Employer	Department of Public Works Riverside Government Building Private Bag X 11302, Nelspruit	
Name and signature of witness		Date

# **Schedule of Deviations**



1 Subject	
Details	
2 Subject	
Details	
3 Subject	
Details	
•	
Details	
•	
Details	

By the duly authorised representatives signing this agreement, the employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the tender data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

## **BIDDER'S DISCLOSURE**

### 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 institution	State

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

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

2.2.1	If so, furnish parti		
2.3	members / partner	s or any person having y interest in any other re	/ trustees / shareholders / a controlling interest in the elated enterprise whether or YES/NO
2.3.1			
3	DECLARATION		
			undersigned,in nereby make the following nplete in every respect:
3.1 3.2	I understand that	nderstand the contents the accompanying bid not to be true and com	I will be disqualified if this
3.3	The bidder has arrive without consultation any competitor. However, the second	ved at the accompanying n, communication, agre	bid independently from, and eement or arrangement with between partners in a joint
3.4	In addition, there agreements or arra quantity, specificati used to calculate p submit or not to sul	have been no consingements with any comions, prices, including nices, market allocation omit the bid, bidding withor delivery particulars o	sultations, communications, petitor regarding the quality, nethods, factors or formulas, the intention or decision to h the intention not to win the of the products or services to
3.4	The terms of the a disclosed by the bid	accompanying bid have dder, directly or indirectl	e not been, and will not be, ly, to any competitor, prior to ng or of the awarding of the
3.5	There have been	no consultations comr	nunications, agreements or

arrangements made by the bidder with any official of the procuring

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

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

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

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

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

Signature	Date
Position	 Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

- 1.1 The following preference point systems are applicable to invitations to tender:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
  - the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

# 1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the 90/10 preference point system.
- b) The applicable preference point system for this tender is the 80/20 preference point system.
- c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.
- 1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
  - (a) Price; and
  - (b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

#### 2. **DEFINITIONS**

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

# 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1. POINTS AWARDED FOR PRICE

# 3 1 1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$
 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 or 90 points is allocated for price on the following basis:

$$80/20$$
 or  $90/10$   $Ps = 80\left(1+rac{Pt-P\,max}{P\,max}
ight)$  or  $Ps = 90\left(1+rac{Pt-P\,max}{Pmax}
ight)$ 

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		10		
Youth		4		
Women		4		
Disabled persons		2		

## **DECLARATION WITH REGARD TO COMPANY/FIRM**

4.3.	Name of company/firm
4.4.	Company registration number:

### 4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium
One-person business/sole 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:	

# DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

#### 1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

#### Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial development/ip.jsp at no cost.

1.6		claration Certificate and the Annex C (Local Content not submitted as part of the bid documentation;			
2.	2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:				
	Description of services, works or good	Stipulated minimum threshold			
		%			
		%			
		%			
3.	Does any portion of the goods or se have any imported content?  (Tick applicable box)	rvices offered			
	YES NO				
31	prescribed in paragraph 1.5 of the g	e used in this bid to calculate the local content as general conditions must be the rate(s) published by 2:00 on the date of advertisement of the bid.			
	The relevant rates of exchange info	rmation is accessible on www.reservebank.co.za			
Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):					
	(refer to Annex A of SATS 1286:207  Currency				
	(refer to Annex A of SATS 1286:202  Currency US Dollar Pound Sterling	11):			
	(refer to Annex A of SATS 1286:207  Currency US Dollar	11):			
	(refer to Annex A of SATS 1286:207  Currency US Dollar Pound Sterling Euro	11):			
	(refer to Annex A of SATS 1286:207  Currency US Dollar Pound Sterling Euro Yen	Rates of exchange			
	Currency US Dollar Pound Sterling Euro Yen Other  NB: Bidders must submit proof of the	Rates of exchange  e SARB rate (s) of exchange used.  allenges are experienced in meeting the stipulated e dti must be informed accordingly in order for the dti			
	Currency US Dollar Pound Sterling Euro Yen Other  NB: Bidders must submit proof of the where, after the award of a bid, charminimum threshold for local content the to verify and in consultation with the ACLECON	Rates of exchange  e SARB rate (s) of exchange used.  allenges are experienced in meeting the stipulated e dti must be informed accordingly in order for the dti			
LO LE EX	Currency US Dollar Pound Sterling Euro Yen Other  NB: Bidders must submit proof of the where, after the award of a bid, charminimum threshold for local content the to verify and in consultation with the AC  LOCAL CON (REFER TO ANN)  CAL CONTENT DECLARATION BY GALLY RESPONSIBLE PERSON	Rates of exchange  De SARB rate (s) of exchange used.  Rates are experienced in meeting the stipulated edit must be informed accordingly in order for the dtipo/AA provide directives in this regard.  RENT DECLARATION EX B OF SATS 1286:2011)  Y CHIEF FINANCIAL OFFICER OR OTHER NOMINATED IN WRITING BY THE CHIEF RSON WITH MANAGEMENT RESPONSIBILITY			
LO LE EX (CI	Currency US Dollar Pound Sterling Euro Yen Other  NB: Bidders must submit proof of the where, after the award of a bid, charminimum threshold for local content the to verify and in consultation with the ACCAL CONTENT DECLARATION BY GALLY RESPONSIBLE PERSON ECUTIVE OR SENIOR MEMBER/PERSON	Rates of exchange  De SARB rate (s) of exchange used.  Rates are experienced in meeting the stipulated edit must be informed accordingly in order for the dtipo/AA provide directives in this regard.  RENT DECLARATION EX B OF SATS 1286:2011)  Y CHIEF FINANCIAL OFFICER OR OTHER NOMINATED IN WRITING BY THE CHIEF RSON WITH MANAGEMENT RESPONSIBILITY IP OR INDIVIDUAL)			

#### NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <a href="http://www.thdti.gov.za/industrial\_development/ip.jsp">http://www.thdti.gov.za/industrial\_development/ip.jsp</a>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned,	(ful	l na	ımes),
do hereby declare, in my capacity as			•
of(nan	ıe	of	bidder
entity), the following:			

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

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

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

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

- (d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.
- (e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017

promulgated under the Preferential Policy Frame of 2000).	ework Act (PPPFA), 2000 (Act No. 5
SIGNATURE:	DATE:
WITNESS No. 1	DATE:
WITNESS No. 2	DATE:

SATS 1286.2011 **Total Imported** Note: VAT to be excluded from all content (C19) (C24) Total local content (C23) Total Imported content (C25) Average local content % of tender Total tender value imported content (C18)calculations (C22) Total Tender value net of exempt imported content (C21) Total Exempt imported content (C17)(C20) Total tender value Tender (C16)Qty **Local Content Declaration - Summary Schedule** content % (per item) Local (C15) Local value (C14) **Annex C** GBP Calculation of local content Imported value (C13) Tender value exempted imported net of content Exempted imported value Fender price -(excl VAT) (C10)Pula List of items Signature of tenderer from Annex B (63) Specified local content % Tendering Entity name: Tender Exchange Rate: Designated product(s) Tender Authority: ender description: Tender item Fender No. no's (83) Date: (C1) (C2) (C3) (C4) (C5) (C6) (C7)

Good standing



Purpose

#### **Application for a Tax Clearance** Certificate

Good standing", please state t	the purpose of this app	olication			
**					
rticulars of applicant					
me/Legal name itials & Surname					
registered name)					
ading name applicable)					
аррисавіе)					
/Passport no		Company/Close C	Corp.		
		registered no			
come Tax ref no			PAYE ref no	7	
AT registration no 4			SDL ref no	L	
ustoms code			UIF ref no	U	
lephone no		Fax		Product a solution	
mail address					
ysical address					
ostal address					
ticulars of representative (	Public Officer/Trust	ee/Partner)			
ırname					
st names					
St lightes					
/Passport no		Inco	me Tax ref no		
lephone no		Fax no			
mail address					
ysical address					

Particulars of tender (If application	able)			
Tender number				
Estimated Tender amount R				
Expected duration year of the tender	ar(s)			
Particulars of the 3 largest con Date started Date f	tracts previously awarded inalised Principal		Telephone number Am	ount
Audit				
Are you currently aware of any If "YES" provide details	Audit investigation again	st you/the company?	YES	NO
Appointment of representati	ve/agent (Power of At	torney)		
I the undersigned confirm that	I require a Tax Clearance	Certificate in respect of	Tenders or Goodstanding.	
I hereby authorise and instruct SARS the applicable Tax Cleara		- behalf.	to apply to and receive	e from
Signature of repre Name of representative/ agent	sentative/agent		Date	
Declaration				
I declare that the information f	urnished in this applicatio	on as well as any supporting	documents is true and correct	in every
respect.				
			Data	
Signature of application  Name of applicant/ Public Officer	ant/Public Officer		Date	
Notes:				
It is a serious offence to make	a false declaration.			
2. Section 75 of the Income Tax A		who		
		document as and when requir	ed by or under this Act; or	
(b) without just cause shown	by him, refuses or neglects	to-		
(i) furnish, produce or	make available any informati	ion, documents or things;		
(ii) reply to or answer	truly and fully, any questions	put to him		
As and when required in	terms of this Act shall be g	guilty of an offence		
3. SARS will, under no circums	stances, issue a Tax Clear	ance Certificate unless this	form is completed in full.	

4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

### THE NATIONAL TREASURY

## Republic of South Africa



# 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 <a href="https://www.treasury.gov.za">www.treasury.gov.za</a>

#### 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 antidumping 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

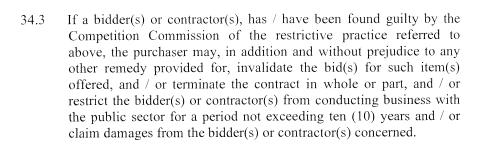
- 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted 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 33.1 Industrial Participation (NIP) Programme

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

## 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.



Js General Conditions of Contract (revised July 2010)