MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF EDUCATION

BID NUMBER: EDU/173/25/MP

THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRANSPORT SERVICES DURING DEPARTMENTAL ACTIVITIES IN NKANGALA DISTRICT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF TWO (2) YEARS EXTENSION

ISSUED BY:
Department of Education
Private Bag X11341
Mbombela
1200

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

This document must remain the original when submitted, no copies will be accepted

SBD1

PART A
INVITATION TO BID

<table>
<tr><td colspan="6">YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF EDUCATION</td></tr>
<tr><td>BID NUMBER:</td><td>EDU/173/25/MP</td><td>CLOSING DATE:</td><td>29 AUGUST 2025</td><td>CLOSING TIME:</td><td>12H00</td></tr>
<tr><td>DESCRIPTION</td><td colspan="5">THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRANSPORT SERVICES DURING DEPARTMENTAL ACTIVITIES IN NKANGALA DISTRICT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF TWO (2) YEARS EXTENSION</td></tr>
<tr><td colspan="6">BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</td></tr>
<tr><td colspan="6">MBOMBELA, Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF, No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA, KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER, 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE, The Provincial Treasury, R40 Road, Bakoena Business Complex, Bushbuckridge, MIDDELBURG, Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE, The Provincial Treasury no. 17 Lorenco Street, Malelane, ELUKWATINI ,Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini 1192. SIYABUSWA Old Parliament Building, Building No.1, Job Skhosana Street, Siyabuswa 0472</td></tr>
</table>

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	Ms.GJ Lekhuleni	CONTACT PERSON	Mr.QW Mbuyane
TELEPHONE NUMBER	013 766 5163	TELEPHONE NUMBER	013 766 5287
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	G.Lekhuleni@mpuedu.gov.za	E-MAIL ADDRESS	Q.Mbuyane@mpuedu.gov.za

<table>
<tr><td colspan="7">SUPPLIER INFORMATION</td></tr>
<tr><td>NAME OF BIDDER</td><td colspan="6"></td></tr>
<tr><td>POSTAL ADDRESS</td><td colspan="6"></td></tr>
<tr><td>STREET ADDRESS</td><td colspan="6"></td></tr>
<tr><td>TELEPHONE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>CELLPHONE NUMBER</td><td colspan="6"></td></tr>
<tr><td>FACSIMILE NUMBER</td><td>CODE</td><td colspan="2"></td><td>NUMBER</td><td colspan="2"></td></tr>
<tr><td>E-MAIL ADDRESS</td><td colspan="6"></td></tr>
<tr><td>VAT REGISTRATION NUMBER</td><td colspan="6"></td></tr>
<tr><td>SUPPLIER COMPLIANCE STATUS</td><td>TAX COMPLIANCE SYSTEM PIN:</td><td></td><td>OR</td><td>CENTRAL SUPPLIER DATABASE No:</td><td colspan="2">MAAA</td></tr>
<tr><td>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES ENCLOSE PROOF]</td><td colspan="2">ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?</td><td colspan="2">☐Yes ☐No
[IF YES, ANSWER THE QUESTIONNAIRE BELOW]</td></tr>
</table>

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.

PART B
TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER: ……………………………………………

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

DATE: ……………………………

DEPARTMENT OF EDUCATION

MPUMALANGA PROVINCIAL GOVERNMENT

THE APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF TRANSPORT SERVICES DURING DEPARTMENTAL ACTIVITIES IN NKANGALA DISTRICT FOR A PERIOD OF THREE (3) YEARS WITH THE OPTION OF TWO YEARS.

Table of Contents

DEFINITIONS

1.1.	80/20-point scoring system	refers to the point system prescribed in regulations 3 and 5 of the regulations issued in terms of section 5 of the PPPFA.
1.2.	Bid/tender	The concepts are used interchangeably and they mean a written offer, in the form determined by instruction, in response to an invitation for the procurement of goods or services or other form of procurement through a price quotation, a competitive bidding process, a limited bidding process or any other method envisaged in the Act.
1.3.	Bidder/tenderer	means any person/enterprise which has submitted a bid or Request for Quotation.
1.4.	BBBEE	as defined in the Broad-Based Black Economic Empowerment Act, (Act No 53 of 2003)
1.5.	Conditions of Tender	means a document of the procedures, the manner in which those engaged in the procurement process are to behave, the obligations of the tenderer and the undertakings of the Department. The Conditions of Tender are distinct from both the General Conditions of Contract and the Special Conditions of Contract.
1.6.	Consortium or Joint Venture	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.
1.7.	Contract	means any written agreement entered into between the purchaser (i.e. Departments) 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 as defined in the General Conditions of Contract.
1.8.	MDoE	means Mpumalanga Department of Education
1.9.	Functionality	means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability, skills, experience and durability of a service or commodity.
1.10.	Highest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the highest price compared to other tenders.
1.11.	PFMA	Means Public Financial Management Act.
1.12.	Lowest acceptable tender	means a tender that complies with all specifications and conditions of tender and that has the lowest price compared to other tenders.
1.13.	Service Level Agreement	Service Level Agreement: It refers to a document that outlines a commitment between a service provider and a client,

		including details of the service, the standards the provider must adhere to, and the metrics to measure the performance
1.14.	Specific goals	means specific goals as contemplated in section 2(1)(d) of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development Programme as published in Government Gazette No. 16085 dated 23 November 1994.
1.15.	PPPFA	means the Preferential Procurement Policy Framework Act (Act No. 5 of 2000).
1.16.	COF	means Certificate of Fitness
1.17.	CSD	means Central Supplier Database
1.18.	PDPs	means Public Driver's Permit

SECTION A – GENERAL SPECIFICATION INFORMATION

1. PURPOSE

The Mpumalanga Department of Education intends to appoint a service provider(s) for the provision of transport services for learners, educators and departmental officials during Departmental activities in Nkangala District for a period of **three (3)** years with the option of two (2) years extension or an appointment of a new service provider, whichever comes first.

2. BACKGROUND

The Mpumalanga Department of Education is required, from time to time, to transport learners, educators and departmental officials to different events, both provincially and nationally for participation in events such as school sports, music, culture; career exposures; educators' activities, and learner camps as well as life skills programs and other related Educational programs. Therefore, there is a need to appoint transport service provider(s) that will be on standby throughout the year.

3. SCOPE OF WORK

In accordance with the preceding sections the Department requires the services mentioned below for all its activities in Nkangala District.

3.1 Reliable, experienced transport services as and when needed,

3.2 Utilisation of roadworthy and neat buses / mini-buses and trailers to implement its projects in terms of Departmental activities.

3.3 Partnership with trustworthy service provider(s) in terms of travelling arrangements (punctuality of pick-up points, drop-off points and destination points), number of people, dates and times that will be supplied.

3.4 The bidder(s) are expected to use roadworthy buses/mini-buses that are not older than 15 years as well as drivers with a minimum of five (5) years' driving experience. The drivers should be in possession of valid drivers' licenses, Public Driving Permits (PDPs) and the necessary documentation in line with the National Traffic Act, 1996 (Act No.93 of 1996) or other applicable National / Provincial transport prescripts.

3.5 The bidder(s) should be able to render transport services to learners / educators and officials from pick-up points to different events, within the district, provincial and national to participate in events such as school sports, music, culture, career, career expos, educators' activities, learner camps and life skills programmes.

3.6 As part of the bid, the bidder should include a rate for overnight stay should learners be required to so.

3.7 The bidder(s) must produce a valid Certificate of Fitness (COF) to ensure that the buses meet the required safety standards. Appointed bidders will be requested to submit a valid Certificate of Fitness (COF) on an annual basis during the period of the contract.

3.8 The bidder(s) should confirm the availability of Third Party and Passenger Liability Insurances in order to protect the Department, owners and drivers of the vehicles against any legal liability whilst utilising the insured vehicle(s).

3.9 The bidder(s) is **expected to have at his/her disposal, a minimum of six (6) buses/mini-buses/ alternatively a lease agreement** ranging from a capacity of 10 to 114 seats. The bidder(s) is also expected to have at his/her disposal, an appropriate vehicle in case the passengers are less than ten (10).

TERM OF CONTRACT

This contract has a duration of **three (3)** years with the option of two (2) years extension, subject to acceptable performance levels.

SECTION B: BIDDING PROCESS IN TERMS OF THE PPPFA

5. EVALUATION METHOD

5.1 General

The Department shall conduct the evaluation based on the submitted compulsory returnable documents, functionality and Preference Points in terms of the Preferential Procurement Policy Framework Act (Act No.5 of 2000 as amended) PPPFA and its regulations.

5.2 Phase I: Returnable Documents

5.2.1. Compulsory Returnable Documents

Each bid shall comprise of a clearly indexed proposal with the bid documents that comply to the specified conditions / criteria:

Item	Compulsory Returnable Documents	Attached YES/NO or N/A
1.	Invitation to bid (SBD 1) must be fully completed.	
2.	Fully completed Pricing Schedule.	
3.	Fully completed SBD 4 (Declaration of Interest).	
4.	A valid Pin Letter from SARS together with SBD2.	
5.	Proof of VAT registration if the bidder is VAT registered.	
6.	Originally certified copies of company registration documents, share certificates indicating each director's percentage shareholding issued by the Companies and Intellectual Property Commission (CIPRO/ CICPC). The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
7.	If the bidder is in a joint venture/consortium/partnership, an original or originally certified copy of such an **agreement** and a **resolution** by parties to such joint venture/consortium/partnership authorizing participation in the bid.	
8.	Originally certified copies of the identity documents/valid passports and work permit(s) of **all** the directors of the company, if its natural person(s) or	

Item	Compulsory Returnable Documents	Attached YES/NO or N/A
	partnership. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
9.	Attach a detailed print out of the Central Supplier Database (CSD) registration report, the date of the report should not be older than one month as at the closing date of the bid. (not a CSD summary)	
10.	Letter of approval by the relevant Executing Authority to do business with the state should be attached if the entity has a member/members who is/are a Government Employee/s.	
11.	Letter of good standing, issued by the Compensation Fund in terms of the Compensation for Occupational Injuries and Diseases Act, (No 130 of **1993**). The date on the letter must not be older than one (1) month as at the closing date of the bid. A letter of intent will not be accepted and will lead to disqualification.	
13	Passenger liability insurance (R50 000.00 or more per passenger)	

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE COMPULSORY DOCUMENTS WILL LEAD TO DISQUALIFICATION.

5.2.2. Supporting documents

Item	Supporting Returnable Documents	Attached YES/NO or N/A
1.	The bid document must be securely bound. (No Arch Lever Files accepted).	
2.	A detailed implementation plan indicating how the bidder will execute the required transport service.	
3.	Evidence of experience in the transport sector. This must be in the form of an appointment letter or a purchase order together with a confirmation letter from the relevant institution signed by the Accounting Officer / Accounting Authority. Provide a minimum of two (2) evidence documents for previous work.	
4.	Proof of the availability of appropriate buses/mini-buses and required vehicles. Attach certified copies of these vehicles' registration certificates. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	
5.	Confirmation of business address within the particular district from a relevant regulated institution (e.g. Municipality; Tribal Authority)	
6.	Proof of drivers' experience with a minimum of five (5) years in a form of a detailed curriculum vitae with contactable reference and a certified copy of a PDP. The date on the certified copies must not be older than one (1) month as at the closing date of the bid.	

NB: FAILURE OF THE BIDDER TO ATTACH ANY OF THE ABOVE SUPPORTING DOCUMENTS WILL RESULT IN ZERO POINTS DURING THE EVALUATION PROCESS.

ALL PAGES SHOULD BE INITIALLED.

5.3 Phase II: Functionality

Members of the Department shall individually evaluate the received proposals against the following criteria:

Functionality Points

Functionality	**100**

The applicable point allocation criteria for the functionality is as follows:

<table>
<tr><th colspan="2">Criteria For Functionality</th><th>Sub Point</th><th>Points</th></tr>
<tr><td colspan="2">Appropriateness of the implementation plan</td><td></td><td></td></tr>
<tr><td colspan="2">• Provide a detailed proposal / methodology clearly stating how the bidder plans to coordinate the project.</td><td>25</td><td rowspan="2">35</td></tr>
<tr><td colspan="2">• Provide an indicative work / project plan with clear deliverables and timeframes.</td><td>10</td></tr>
<tr><td colspan="2">Competence and relevant experience in transport services.</td><td rowspan="2">10</td><td rowspan="6">10</td></tr>
<tr><td colspan="2">Evidence of experience in the form of an appointment letter or a purchase order together with a confirmation letter from the relevant institution signed by the Accounting Officer / Accounting Authority.</td></tr>
<tr><td colspan="2">Not attached – 0</td><td>0</td></tr>
<tr><td colspan="2">1 year – 3 years</td><td>3</td></tr>
<tr><td colspan="2">4 years – 6 years</td><td>6</td></tr>
<tr><td colspan="2">7 years – and above</td><td>10</td></tr>
<tr><td colspan="2">Locality within Mpumalanga Province.</td><td rowspan="2">10</td><td rowspan="3">10</td></tr>
<tr><td>1. Attach title deed, letter from Traditional Authority or Municipal statement.</td><td>Locality in Nkangala District where the company reside within Mpumalanga Province.</td></tr>
<tr><td>2. Formal lease agreement with lessors Municipal Account or letter from Traditional Authority.</td><td>Locality outside Nkangala District but residing within Mpumalanga Province.</td><td>5</td></tr>
<tr><td colspan="2">Vehicles</td><td></td><td></td></tr>
<tr><td colspan="2">Registration documents of vehicles</td><td></td><td></td></tr>
<tr><td colspan="2">➢ Own vehicles</td><td>15</td><td>15</td></tr>
<tr><td colspan="2">➢ Leased vehicles</td><td>8</td><td></td></tr>
</table>

Criteria For Functionality	Sub Point	Points
➢ Leased vehicles	0	
Drivers Experience		10
Proof of driver's experience (minimum of **five (5)** years) ➢ 1 – 3 years	3	
➢ 3 – 4 years	5	
➢ 5 years and above	10	
Proof buses/mini-buses are not older than 15 years.		20
➢ Less than 7 years	20	
➢ 8 - 15 years	8	
➢ 16 years and above	0	
		100

a) The points scored for functionality shall be calculated as follows:

- Each member of the Bid Evaluation Committee (BEC) shall award points for each criterion on the score sheet.
- The assessment of functionality shall be done in terms of the above mentioned evaluation criteria and minimum threshold of 70 points.
- All bidders who scored the minimum threshold of 70 points or above shall proceed to the next evaluation phase of the bidding process.

b) Bids/proposals that do not score the 70 minimum points for functionality shall be disqualified and not be considered.

5.4. Phase III: PREFERENCE POINTS IN TERMS PPPFA

Evaluation in terms of the 80/20 preference point system

Only qualifying bids shall be evaluated further in terms of the 80/20 preference points system, where 80 points are for price only, and 20 points for the specific goals.

Points allocation in terms of the preference procurement point systems

a) The contract shall be awarded in terms of the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000). Responsive bids shall be adjudicated by the MDoE on the 80/20 preference point system in terms of which points are awarded to bidder(s) on the basis of:

Price	**80**
Specific goals	**20**

The lowest acceptable bid/proposal shall obtain the maximum percentage allocated for price. The other bids/proposals with higher prices shall proportionately obtain lower percentages. The final points to choose the preferred bidder shall be calculated as follows:

$$P_S = 80 \left[1 - \frac{P^t - P_{min}}{P_{min}}\right]$$

Where:

P_S = Points scored for comparative price of tender or offer under consideration

P^t = Comparative price of tender or offer under consideration; and

P_{min} = Comparative price of lowest acceptable tender or offer

Note: The preference claim forms are part of the standard bidding document

Note: The preference claim forms are part of the standard bidding document.
In terms of points for specific goals (20): a maximum of 20 points shall be awarded to a bidder(s) in respect of specific goals on equity ownership as contemplated in sub-regulation (2) of the PPPFA (Act No.5 of 2000) and section 8 of the MDoE Preferential Procurement Policy will be added to the points scored for price as calculated in accordance with sub-regulation (1) of the PPPFA (Act 5 of 2000).

Points will be awarded to the bidder(s) who attains the specific goals on equity ownership in accordance with the generic scorecard below:

Description	***Points (8020)***
Enterprises that are at least 51% that are black owned	*5*
Enterprises that are at least 51% women-owned	*5*
Enterprises that are at least 25% owned by disabled persons	*5*
Enterprises with at least a 25% ownership by Youth	*5*
Non-compliant	*0*

b) Only bidder(s) who have completed and signed the declaration part of the preference claim form **(SBD 6.1)** will be considered for preference points claimed.

c) The Department may, before a bid is adjudicated or at any time, require a bidder(s) to substantiate claims it has made with regards to preference.

d) The points scored by a bidder(s) in respect of the specific goals will be added to the points scored for price. These points scored will be rounded off to the nearest two (2) decimals.

e) In the event that two or more bids score an equal total number of points, the bid will be awarded to the bidder scoring the highest number of preference points.

f) If two or more bidders score an equal total number of points in all aspects, the award shall be decided by the drawing of lots.

g) If the price offered by a bidder who scores the highest points is not market related, the Department may not award the contract to the bidder.

h) The Department may award the bid to a bidder who did not score the highest total number of points in accordance with section 2 (1) (f) of the PPPFA.

i) The Department reserves the right to award the bid to more than one bidders or not to award the bid.

5.5. Phase V: Recommendations

Bidder(s) who scored the highest points shall then be considered for recommendation based on the following overall objectives:

a) The needs of MDoE and the purpose of the project are understood and met;

b) The bidder(s)' proven ability to transport a large number of passengers;

c) The bidder(s)' sufficient capacity i.e. financial viability; effectiveness, efficiency and reliable vehicles; and

d) The bidder(s)' overall ability to provide a service that is characterized by reliability, quality, punctuality, trustworthiness and safety.

6. GENERAL CONDITIONS OF CONTRACT

Any award made under this bid, it is conditional upon-

a) The bidder(s) accepting the terms of the General Conditions of Contract as the basis upon which the MDoE is prepared to enter into a contract with the successful bidder(s).

b) The bidder submitting the General Conditions of Contract to MDoE together with the bid document, duly signed by an authorised representative of the bidder.

c) The bidder submitting valid lease agreement.

7. SERVICE LEVEL AGREEMENT

7.1 Post-award the MDoE and the successful bidder(s) will enter into a Service Level Agreement (SLA) which will regulate the specific terms and conditions that will be applicable to the services being rendered.

7.2 The MDoE reserves the right to vary the proposed SLA through negotiations with the bidder(s).

7.3 The MDoE also reserves the right to accept or reject any or all amendments or additions proposed by a bidder(s) if such amendments or additions are unreasonable or undermine the objectives of the Department.

SECTION C: CONDITIONS OF CONTRACT

8. SPECIAL CONDITIONS

8.1 LEGISLATIVE AND REGULATORY FRAMEWORK OF THE BID

8.1.1 The bid and all contracts emanating from it will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the Public Finance Management Act, (Act. No.1 of 1999).

8.1.2 The Special Conditions of Contract are supplementary to those of the General Conditions of Contract. Where the Special Conditions are in conflict with the General Conditions of Contract, the Special Conditions of Contract take precedence.

8.1.3 The service provider should adhere to high standards of safety when transporting learners with disabilities to and fro even during breakdowns.

8.1.4 Learners with disabilities should be dropped off at a regular destination and should not be left alone. A caregiver, parent or any other person authorized by the school should take/transport the learner home.

8.1.5 The service provider should ensure that the vehicle that is utilized to transport learners with disabilities is universally accessible. This means that the vehicle allows ease access to learners with multiple disabilities, mobility impairments and other health impairments.

8.1.6 The vehicle should have specialized features that includes but not limited to handrails and handhold aids, other mobility aids, hydraulic chair lift, wheelchair spaces with seat belt that lock the wheelchair to the floor.

8.1.7 The vehicle should also have special stickers displayed in front to notify commuters.

8.1.8 The service provider should ensure that announcements are audiovisual and destination signs be clearly visible signage in direct sunlight.

8.1. MPUMALANGA DEPARTMENT OF EDUCATION RESERVES THE RIGHT:

8.1.1. To award the bid to a bidder who has not scored the highest total number of points, only in accordance with section 2 (1)(f) of the PPPFA

8.1.2. To negotiate with one or more preferred bidder(s) identified during the evaluation process, regarding any terms and conditions, including price without offering the same opportunity to any bidder(s) who has not been awarded the status of being a preferred bidder(s).

8.1.3. To carry out site inspections, evaluations or assessment meetings in order to verify the nature and quality of the services offered by the bidder(s), whether before or after the adjudication of the bid.

8.1.4. To correct any mistake in the bid documents or has occurred at any stage of the bidding process.

8.1.5. To cancel and/or terminate the bidding process at any stage, including after the closing date, and/or after presentations, and/or after evaluation and/or after the preferred bidder(s) have been identified.

8.1.6. Award more than one bidder.

8.1.7. If the price offered by a bidder scoring the highest points is not market-related, the department may not award the contract to the bidder(s).

8.1.8. Negotiate a market related price with the bidder scoring the highest points or cancel the bid;

8.1.9. If the bidder does not agree to a market-related price, negotiate a market-related price with the bidder scoring the second highest points or cancel the bid;

8.1.10. If the bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the bidder scoring the third highest points or cancel the bid.

8.1.11. If a market-related price is not agreed as envisaged in paragraph (10.8.3), the Department may cancel the bid.

8.1.12. To inform the successful bidders to provide carriage as in when the need arises.

8.2. MPUMALANGA DEPARTMENT OF EDUCATION REQUIRES BIDDER(S) TO DECLARE THE FOLLOWING:

8.2.1. Confirm that the bidder(s) is to: -

a) Act honestly, fairly and with due diligence, in the interests of the Mpumalanga Department of Education;
b) Have and employ effectively the resources, procedures and appropriate systems for the proper rendering of the service;
c) Act with circumspection and treat the Mpumalanga Department of Education fairly in a situation of conflicting interest;
d) Comply with all applicable statutory or common law requirements that are applicable to the business;
e) Make adequate disclosures of relevant material information including disclosures of actual or potential own interest, in relation to dealings with the Mpumalanga Department of Education;
f) To conduct their business activities with transparency, and consistently uphold the interests and needs of the Mpumalanga Department of Education as a client before any other consideration; and
g) To ensure that any information acquired by the bidder(s) from the Mpumalanga Department of Education will not be used or disclosed without a written consent of the Department.

8.3. CONFLICT OF INTEREST, CORRUPTION AND FRAUD

8.3.1. The Mpumalanga Department of Education reserves its right to disqualify any bidder who either itself or any of whose members (save for such members who hold a minority interest in the bidder through shares listed on any recognised stock exchange), indirect member (being any person or entity who indirectly holds at least a 15% interest in the bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of Mpumalanga Department of Education or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity"):

a) engages in any collusive tendering, anti-competitive conduct, or any other similar conduct, including but not limited to any collusion with any other bidder in respect of the subject matter of this bid;

b) seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;

c) makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Mpumalanga Department of Education's officers, directors, employees, advisors or other representatives;

d) accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;

e) pays or agrees to pay any person any fee, commission, percentage, brokerage fee, gift or any other consideration, that is contingent upon or results from, the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

f) has in the past engaged in any matter referred to above; or

g) has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison terms were imposed and despite such bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at the National Treasury.

8.4. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT

8.4.1. The bidder should note that the terms of its bid will be incorporated in the proposed contract by reference, and that Mpumalanga Department of Education relies upon the bidder's tender as a material representation in making an award.

8.4.2. It follows therefore that misrepresentations in a bid may give rise to service termination and a claim by the Mpumalanga Department of Education against the bidder, notwithstanding the conclusion of the Service Level Agreement between two parties.

8.5. PREPARATION COSTS

8.5.1. The service provider(s) can only charge from pick-up points to the destinations.

8.5.2. The bidder will bear all its costs in preparing, submitting and presenting any response or tender of this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Mpumalanga Department of Education, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of his/her response to this bid.

8.5.3. In the event of a conflict between the bidder's proposal and the Service Level Agreement as concluded between the parties, the Service Level Agreement supersedes.

8.6. INDEMNITY

If a bidder breaches the conditions of this bid, as a result of that breach, the Mpumalanga Department of Education incurs costs or dames (including the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies the MDoE for damages or harm and all such costs that the MDoE may incur.

8.7. PRECEDENCE

This document will prevail over any information provided during any briefing session, whether oral or written, unless such written information expressly amends this document by reference.

8.8. LIMITATION OF LIABILITY

A bidder(s) participates in this competitive process entirely at his/her own risk and cost. The MDoE shall not be liable for any costs incurred or any damages suffered as a result of the bidder's participation in this bidding process.

8.9. TAX COMPLIANCE

8.9.1. No award shall be made to a bidder(s) who is not tax compliant. The MDoE reserves the right to withdraw an award, or cancel a contract concluded with a bidder in the event that it is established that such a bidder was in fact not tax compliant at the time of the award, or has submitted an invalid Tax Clearance Certificate for the bid.

8.9.2. Bidder(s) must be tax compliant when submitting a bid/proposal to the Mpumalanga Department of Education and remain compliant with all applicable tax legislation-including but not limited to the Income Tax Act, (Act. No. 58 of 1962) and Value Added Tax Act, (Act. No. 89 of 1991) throughout the duration of the contract.

8.9.3. It is a condition of this bid that the tax matters of the successful bidder(s) be in order, or that satisfactory arrangements have been made with the South African Revenue Services (SARS) to meet tax obligations.

8.9.4. The Tax Compliance status requirements are also applicable to foreign bidders / individuals.

8.9.5. It is a requirement that bidders a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract, disclose the bidder's tax compliance status.

8.9.6. Bidders are required to be registered on the Central Supplier Database (CSD) and the National Treasury shall verify the bidder's tax compliance status through the CSD process.

8.9.7. Where Consortium / Joint Ventures / Partnership are involved, each party **must** be registered on the CSD and its tax compliance status will be verified through this database.

8.10. PROCUREMENT LAGISLATION

The MDoE has a detailed evaluation methodology premised on Treasury Regulation 16A3 as promulgated under Section 76 of the Public Finance Management Act, PFMA (Act. No. 1 of 1999 as amended); the Preferential Procurement Policy Framework Act. PPPFA (Act. No. 5 of 2000) as well as the Broad-Based Black Economic Empowerment Act. BBBEE (Act. No. 53 of 2003).

8.11. TECHNICAL LEGISLATION AND /OR STANDARDS

Bidder(s) should be cognisant of the applicable legislations and / or standards for this services.

8.12. VALIDITY PERIOD

The validity of the bid and the withdrawal of offers, after the closing date and time is **90** days. Any time or date in this bid is subject to change at the discretion of the MDoE. **The specification of a time or date in this bid** does not create an obligation on the part of MDoE to take any action or create any right in any way for any bidder to demand that any action should been taken on the specific date. The bidder(s) accept that if the MDoE extends the deadline for bid submission (the closing date) for any reason, the requirements of this bid apply equally to the extended deadline.

8.13. CONTACT AND COMMUNICATION

8.13.1. The Department may communicate with bidder(s) where clarity is sought on the bid proposal.

8.13.2. Any other forms of communication to an official or a person acting in an advisory capacity for the Department in respect of the bid between the closing date and the award of the bid by the bidder(s) is discouraged.

8.13.3. All communication between the bidder(s) and Department must be in writing.

8.13.4. Whilst all due care has been taken in connection with the preparation of this bid, Department makes no representation or warranties that the content of the bid or any information communicated to or provided to bidder(s) during the bidding process is, or will be, accurate, current or complete. The Department and its employees and advisors will not be liable for any information communicated which may not be accurate, current or complete.

8.13.5. If a bidder(s) finds or reasonably believes that there is discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Department (other than minor clerical matters), the bidder(s) must promptly notify the Department in writing of such discrepancy, ambiguity, error or inconsistency. This will afford the Department an opportunity to consider possible corrective measures (if any).

8.13.6. Any discrepancy, ambiguity, error or inconsistency in the bid or other information provided by the Department will, if possible, be corrected and provided to all bidder(s) without attribution to the bidder(s) who notified the Department about any reference to the omission(s).

8.13.7. All persons (including bidder(s)) obtaining or receiving the bid, and any other information in connection with the bid or the bidding process, must keep the contents of the bid and such information confidential. The information must not be disclosed or used except for the purpose of developing a proposal in response to this bid.

8.14. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS

No bid shall be awarded to a bidder(s) whose name (or any of his/her company members, directors, partners or trustees) appears on the Register of Tender Defaulters of the National Treasury or have been placed on the National Treasury's List of Restricted Suppliers. The Department reserves the right to withdraw an award, or to cancel a contract with a bidder should it be established, at any time, that the bidder(s) is blacklisted by the National Treasury or another government institution/agency.

8.15. GOVERNMENT LAW

The South African law governs this bid and the related bidding process. The bidder(s) agrees to submit to the exclusive jurisdiction of the South African courts if any dispute of any kind may arise out of or in connection with this bid, the bid itself and all processes associated it.

8.16. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL

A bidder is responsible for ensuring that his/her personnel (including agents, officers, directors, employees, advisors and other representatives, sub-contractors (if any) and personnel of sub-contractors) comply with all terms and conditions of this bid. In the event that the Department allows a bidder to use sub-contractors, the sub-contractors will at all times remain the responsibility of the bidder. The Department will not under any circumstances be liable for losses or damages incurred by or caused by such sub-contractors.

8.17. LATE BIDS

Bids submitted after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and where practicable, will be returned unopened to the bidder(s).

8.18. COUNTER CONDITIONS

Amendments to any of the terms and conditions or inclusion of counter terms and conditions for this bid are prohibited. Bids with such unauthorised amendments, terms and conditions will not be considered

8.19. FRONTING

8.20.1. The Department supports the spirit of Broad Based Black Economic Empowerment and recognizes that real empowerment can only be achieved through individuals and businesses that conduct their affairs in accordance with the values of the Constitution of the Republic of South Africa (RSA) that is honesty, fairness, equity, transparency and rule of law. It is in this context that the Department frowns upon any form of fronting and corruption.

8.20.2. The Department, in ensuring honesty, as part of the bid evaluation process, will conduct or initiate the necessary enquiries in order to determine the accuracy of the representations made in the bid documents. Should any of the fronting indicators in the Guidelines on Complex Structures and Transactions and Fronting, (Department of Trade and Industry), be established. The bidder(s) has the onus to prove that he/she is not involved in fronting. Failure to do so within a period of **14** days from the date of notification, may invalidate the bid / contract and result in a ban on business transactions with government/state for a period not exceeding **10** years.

8.20. SUPPLIER DUE DILIGENCE

The Department reserves the right to conduct supplier due diligence prior to final or at any time during the contract period. This may include site visits and requests for additional information.

8.21. SUBMISSION OF BIDS

8.21.1. Bid documents may either be posted to (refer to page 4 of the tender bulletin) (preferably registered mail) on or before the closing date and time.

8.21.2. Bid documents will only be considered if received by the Department before the closing date and time, regardless of the method used to send or deliver bid documents to the Department.

8.22. PRESENTATION / DEMOSTRATION

The Department also reserves the right to request presentations / demonstrations from the short-listed bidders as part of the bid evaluation process.

8.23. DURATION OF THE CONTRACT

The successful bidder(s) will be appointed for a period of **three (3)** years with the option of two (2) years extension.

8.24. PRICING STRUCTURE

8.24.1. Prices quotations must be furnished on the basis of transporting learners, educators and employees to different events, both provincially and nationally. The event may encompass school sport, music, culture; career expos; teacher and life skills programs, etc.

8.24.2. Prices submitted for this bid must be filled on the field of the pricing schedules of the bid document. Price structures that do not comply with this requirement may invalidate the bid.

8.24.3. Failure to comply with the above may result in the invalidation of the bid.

8.24.4. Bidders must tender on **ALL ITEMS** on the pricing schedule, as the bid may be awarded to one/more bidder bidders.

8.24.5. The prices of (service) must be inclusive of all costs.

NB: **NO** requests for **price escalations** will be considered during the contracted period.

8.25. QUANTITIES AND ESTIMATES

9.26.1 Official orders will be placed on an "as and when" the service is required.

9.26.2 The Department will issue an official order before the service is rendered.

8.26. AWARD CONDITIONS

8.26.1. The Department reserves the right to award the bid to one or more than one bidder.

8.26.2. The Department may award the bid to a bidder that did not score the highest points only in accordance with section 2 (1)(f) of the PPPFA Act.

8.26.3. The Department further reserves the right to appoint or not to appoint a service provider(s) for this bid.

8.27. PAYMENT

8.27.1. **The bidder(s) are expected to supply the invoice claim only after the service has been rendered;**

8.27.2. Payment will be effected only after receipt of a detailed invoice and a signed certificate of completion to confirm receipt of service.

8.27.3. The following information must be included in the invoices and weekly report / statement:

- Passenger details (Full Name and Surname)
- Service date
- Quotation
- Copy of Order number issued by the Department
- Original Invoice
- Total amount due by the Department
- Pick-up and drop-off address of the official / learner / educator
- Pick-up time and drop-off time of the official / learner/ educator

8.29. CANCELLATION OF TENDER/BID

The Department may, before the awarding, cancel the bid.

8.30. CANCELLATION OF BOOKING

The Department will inform the bidder(s) in **48 hours** of any cancellation that may occur.

8.31. INSURANCE

The bidder(s) is expected to have Third Party and Passenger Liability Insurance during the period of the contract.

8.32. TIMEFRAME FOR DEPARTURE AND ARRIVAL OF BUSES /MINI BUSES

The bidder(s) are expected to be at the pick-up point half hour before the departure time. Driver / bus / mini-bus in case of a long distance trip / overnight, must be accessible by the time learners or officials need to return.

NB: Bidders are required to initial each page of the bid document and all other attachments at the bottom right-hand corner.

I / We fully understand and accept in full, the contents of the special conditions contained in this bid document and are authorized to sign and accept these conditions.

______________________________ ______________________

SIGNATURE OF BIDDER
OR AUTHORISED PERSON **DATE**

SECTION D - PRICING SCHEDULE FOR TRANSPORT SERVICES

NAME OF BIDDER: ______________________________

Prospective bidders **must** tender on **ALL ITEMS** on the pricing schedule.

	SPECIFICATIONS	UNIT OF MEASURE	FIXED PRICE 1st YEAR	FIXED PRICE 2nd YEAR	FIXED PRICE 3rd YEAR
1.	Vehicle	Rate per km			
2.	16 Seater Bus/Mini-bus	Rate per km			
3.	18 Seater Bus/Mini-bus	Rate per km			
4.	22 Seater Bus/Mini-bus	Rate per km			
5.	33 Seater Bus/Mini- bus	Rate per km			
6.	40 Seater Bus/Mini- bus	Rate per km			
7.	65 Seater Bus	Rate per km			
8.	80 Seater Bus	Rate per km			
9.	114 Seater Bus	Rate per km			
10.	Bus Driver sleep over rates	R 900 or less			
	TOTAL VAT INCLUSIVE				
	GRAND TOTAL VAT INCLUSIVE				

Please note:

Bidders are obliged to give correct figures of prices. No bidder(s) shall be allowed to make changes / corrections / additions on the pricing schedule.

______________________________ ____________________

SIGNATURE OF BIDDER OR AUTHORISED PERSON **DATE**

TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate

Purpose

Select the applicable option .... Tenders ☐ Good standing ☐

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

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)

Trading name (If applicable)

ID/Passport no

Company/Close Corp. registered no

Income Tax ref no

PAYE ref no 7

VAT registration no 4

SDL ref no L

Customs code

UIF ref no U

Telephone no

Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no

Income Tax ref no

Telephone no

Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

Are you currently aware of any Audit investigation against you/the company?.. YES NO
If "YES" provide details

Appointment of representative/agent (Power of Attorney)

I the undersigned confirm that I require a Tax Clearance Certificate in respect of Tenders or Goodstanding.

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

Signature of representative/agent

Date

Name of representative/ agent

Declaration

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

Signature of applicant/Public Officer

Date

Name of applicant/ Public Officer

Notes:

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

SBD4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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

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

2.2.1 If so, furnish particulars:
………………………………………………………………………………………
………………………………………………………………………………………

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

2.3.1 If so, furnish particulars:
………………………………………………………………………………
………………………………………………………………………………

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

………………………………	………………………………………………
Signature	Date
………………………………	………………………………………………
Position	Name of bidder

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

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

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

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1. GENERAL CONDITIONS

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

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

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

(*delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 90/10 preference point system.

b) The applicable preference point system for this tender is the 80/20 preference point system.

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

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

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

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) **"price"** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise that are at least 51% that are black owned		5		
Enterprise that are at least 51% women owned		5		
Enterprise that are at least 25% owned by disabled person		5		
Enterprise that are at least 25% ownership by youth		5		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: ……………………………………………………………….

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: ....

DATE: ....

ADDRESS: ....

....

....

....

THE NATIONAL TREASURY

Republic of South Africa

GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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