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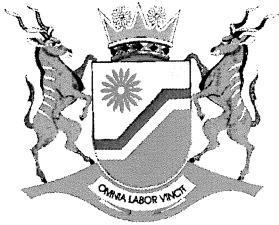
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MPUMALANGA PROVINCIAL GOVERNMENT



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

BID NUMBER: PWRT/1635/24/MP

Document Price: R100

**MAINTENANCE, REPAIRS AND SUPPLY OF
TRANSFORMERS INSTALLATIONS AS WELL AS
SWITCH GEARS THROUGHOUT MPUMALANGA
PROVINCE FOR A PERIOD OF THREE (3) YEARS
ON AS AND WHEN REQUIRED BASIS**

ISSUED BY:
Department of Public Works, Roads and Transport
Private Bag X11310
Mbombela
1200

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

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT					
BID NUMBER:	PWRT/1635/24/MP	CLOSING DATE:	11 September 2024	CLOSING TIME:	12H00
DESCRIPTION	MAINTENANCE, REPAIRS AND SUPPLY OF TRANSFORMERS INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS ON AS AND WHEN REQUIRED BASIS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), 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 , 24 Air 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					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr. JT Mavhungire		CONTACT PERSON	Mr. J Makhongele	
TELEPHONE NUMBER	013 766 0886		TELEPHONE NUMBER	013 766 0854	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MavhungireJT@mpg.gov.za		E-MAIL ADDRESS	jmakhongele@webmail.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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:



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AS WELL AS SWITCH GEARS THROUGHOUT MPUMALANGA PROVINCE
FOR A PERIOD OF THREE (3) YEARS ON-AS AND WHEN REQUIRED BASIS**

PWRT/1635/24/MP

**The Department of Public Works, Roads
and Transport**

Private Bag X11302
Riverside Government Building
NELSPRUIT

Contact:

Name: J MAVHUNGIRE
Telephone: (013) 766 0886

Tenderer: _____

Total of the prices inclusive of value added tax: R

[- To be completed by tenderer]

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Contents

Number	Heading
The Tender	
Part T1:	Tendering procedures
	Evaluation criteria
T1.1	Tender Notice and Invitation to Tender
T1.2	Tender Data
Part T2:	Returnable documents
T2.1	List of Returnable Documents
T2.2	Returnable Schedules
The Contract	
Part C1:	Agreement and Contract Data
C1.1	Form of Offer and Acceptance
C1.2	Contract Data
C1.3	Form of Guarantee - None
C1.3	Construction Guarantee – None
C1.4	Adjudicator's Contract - None
Part C2:	Pricing data
C2.1	Pricing Instructions
C2.2	Schedules or Quantities
Part C3:	Scope of Work
C3	Scope of Work
Part C4:	Site information
C4	Site Information - None

BACKGROUND

This bid Specification is prepared in fulfilment of the following:

- Section 217 of the Constitution of the Republic of South Africa, which states that when Government entities contracts for goods and services, it must do so in a way which is fair, equitable, transparent, competitive and cost effective.
- The Public Finance Management Act (PFMA).
- National Treasury Procurement regulations.

The number of bidders whose offers may be accepted under this bid remain the prerogative of the Department. The Department reserves the right to appoint more than one bidder.

PROJECT SCOPE

The project scope of works entails the supply, maintenance, repair and servicing of transformer installations as well as switch gears at various state-owned facilities within the Mpumalanga Province. Detailed technical details and specifications required under the subject contract will be provided in the bid documents.

Appointed contractors are also required to procure all material and spare parts required for the servicing and repair work.

Appointed contractors will also be required to procure, install and commission new equipment as and when required.

EVALUATION CRITERIA

Bidders will be firstly evaluated on functionality for elimination purposes only and then further evaluated on the 80/20 preferential point system.

Please note that only those bidders who satisfy the following mandatory administrative requirements are eligible to submit their bids:

- Bidder should have a CIDB contractor grading of **4EP or higher**;
- Submit a bid with returnable schedules;
- Compliance with CSD Registration requirement.

Please note that, the Department considers the services required under this bid are highly specialised and complex in nature and hence the bids will be evaluated for functionality.

The functionality will be scored using inter alia the following criteria:

- Availability of Key Personnel
- Company Experience;
- Availability of Vehicles;

Bidders who score less than 80% (80/100) of the maximum points on the functionality section will not be considered for further evaluation

Functionality points will be allocated as indicated in the Table below:

Functionality Points allocation criteria

Criteria	Calculation method / Criteria	Maximum allocation	Points
W ₁ = 20 (Appropriate Artisans)	(1) Submission of Appropriate Artisans' Qualifications employed • 1 qualified artisan = 5 point • 2 qualified artisans = 10 points • 3 qualified artisans = 15 points • 4 qualified artisans or more = 20 points Bidders must attach relevant electrical trade certificates as proof.	20 Points	
W ₂ = 30 (Relevant Experience in value of work completed)	(2) Relevant previous experience (Total Value in Rand) i.e. Transformer Installations. • Below one million = 5 points • One million to two million = 10 points • Above two million to three million = 20 points • Above three million = 30 points Bidders must submit copies of appointment letters indicating value of work done or work orders issued for the work and / or completion indicating contract duration and value of work done.	30 Points	
W ₃ = 30 (Relevant Experience in years)	(3) Relevant previous experience (Years) i.e. Transformer Installations. • Below one years = 10 points • One year to three years = 20 points • Above three years = 30 points Bidders must submit copies of appointment letters and completion certificate.	30 Points	
W ₅ = 20 (Service vehicles)	(5) Amount of service vehicles • One = 5 points • Two = 10 points • Three = 15 points • Four and above = 20 points Bidders must attach registration for owned or hired vehicles	20 Points	

Please note the following:

- Functionality (Maximum 100 points)
- The cut-off points for Functionality (threshold) = 80/100 points.
- A bid will be disqualified if it fails to meet the above minimum threshold for functionality

a) Financial Offer / Price

A maximum of 80 tender evaluation points will be awarded for Financial Offer / Price using the formula below.

$$N_{FO} = 80 \left[1 - \frac{[P - P_m]}{P_m} \right]$$

Where,

N_{FO} = Financial offer

P_m = Most favourable tender offer

P = Tender under consideration

b) Specific Goals (20 Points):

A maximum of **20** points shall be awarded to a bidder(s) in respect of Specific goals as contemplated in the Preferential Procurement Policy Framework Act 2000 (PPPFA) Preferential Regulations 2022, Regulations were gazetted on 4 November 2022 (No. 47552) Vol 689 and effective from 16 January 2023.

This bid will be evaluated as per the above-mentioned regulations.

Bidders are required to submit evidence by which Preference points can be claimed based on the Specific goals determined by the Department.

In case of a Joint Venture, the average score of the joint companies will be considered for determining preference point score.

Points for specific goals will be allocated as indicated in the Table below:

Specific goals for Entities with part ownership by the following designated groups	Maximum Preference Points Allocated
HDI	8
Youth	5
Women	5
Disabled persons	2
TOTAL	20 Points

NB. The Department reserves the right to verify the correctness of all the information by the bidder. Should it be discovered that false information has been provided the tender (offer) shall be invalidated

Tender evaluation points = Points for financial offer + points for Specific Goals

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T1.1 Tender Notice and Invitation to Tender

The Department of Public Works, Roads and Transport, Mpumalanga Provincial Government, invites tenders for the maintenance, repair and supply on transformer installations as well as switch gear.

It is estimated that tenderers should have a CIDB contractor grading designation of **4EP or higher**.

Tenderers must be registered with the CIDB in a **4EP or higher** class of construction works.

Document collections: The physical address for collection of tender documents is:

Bid documents are available from the following Supply Chain Management Offices during working hours:

1. NELSPRUIT

Riverside Government Complex
Building no 9, Government Boulevard,
Nelspruit, 1200. Contact: Mr. VS Ngobe
(013) 766 6339 or Ms. FMM Mantshintshi
(013) 766 8269. Fax: (013) 766 8455

2. TONGA

Department of Public Works, Tonga Block A
Contact: Ms. Margaret Zitha (013) 780 7200
Fax: (013) 780 7200

3. MORETELE

TLC offices in Mammethlake Satellite Office
at the Mammethlake Police Station
Contact: Tsepho Ngwatle - 012 721 3955

4. MIDDELBURG

Cnr. Lillian Ngoyi and Dr Beyers Naudé
Streets – Old TPA Building, Upper ground
floor, Office numbers A20, 21 and 25.
Contact: Lorraine Motebu or Donald Ndala
(013) 282 8776. Fax: (013) 282 8776

5. ELUKWATINI

Elukwatini Sub-regional offices
Office numbers A49 and A50 (Opposite
Elukwatini Community Hall) Stand number
12 extension A, Elukwatini, 1190.
Contact : Sibongile Malopi (017) 883 1396/7

6. PIET RETIEF

Department of Social Services, Population
and Development, Old TPA Building – 18
Joubert Street (Cnr Kruger and Joubert
Street). Contact: Ms. Janet Nkosi - 017 826
1671. Fax: (017) 826 0577

7. KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12,
Computer Centre. Contact: Thoko
Sibanyoni, Sophie Masanabo, Ms. Emily
Mtsweni or Lucky Choba (013) 947
2619/2620

8. EVANDER

10 Cornell Road (preiously occupied by Evander Home Affairs Offices), Evander, 2280. Contact: Andries Mahlangu or Mendy Kabini - 017 632 1607/1540/1549
Fax: (017) 632 1395

9. BUSHBUCKRIDGE

Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building) Contact: July Mashabane or Peterson Sithole (013) 799 2068/1357/0585 or 072 109 7629. Fax: (013) 799 0535

Document submissions

Please note that bid documents can be collected at any of the above-mentioned satellite offices, but bid/tender documents can **ONLY BE SUBMITTED** at the following Supply Chain Offices, as bid closures are ONLY administered at the offices listed below:

1. NELSPRUIT

Riverside Government Complex
Building no 9, Government Boulevard,
Nelspruit, 1200. Contact: Mr. VS Ngobe
(013) 766 6339 or Ms. FMM Mantshintshi
(013) 766 8269.

4. KWAMHLANGA

KwaMhlanga Government Complex
Department of Finance, Building No. 12,
Computer Centre. Contact: Thoko
Sibanyoni, Ms Sophie Masanabo, or Ms
Angy Mthombeni (013) 947 606/2619/2620

2. MIDDELBURG

Cnr. Lillian Ngoyi and Dr Beyers Naudé
Streets – Old TPA Building, Upper ground
floor, Main Entrance. Contact: Lorraine
Motebu or Donald Ndala - 013 282 8776

5. EVANDER

10 Cornell Road (preiously occupied by
Evander Home Affairs Offices), Evander,
2280. Contact: Andries Mahlangu or Mendy
Kabini (017) 632 1607/1540/1549

3. PIET RETIEF

Department of Social Services, Population
and Development, Old TPA Building – 18
Joubert Street (Cnr Kruger and Joubert
Street) Contact: Janet Nkosi - 017 826 1671

6. BUSHBUCKRIDGE

Bushbuckridge Advice Centre, Department
of Finance, Protea building (old Telkom
building) Contact: July Mashabane –
013 799 2068/1357/0585 or 072 109 7629

Documents may be collected during working hours.

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

A non-refundable tender deposit of R100 payable in cash or by bank guaranteed cheque made out in favour of the Employer, payable at the Tender Office is required on collection of the tender documents.

Technical queries relating to the issue of these documents may be addressed to Mr. Zolile Ngono (082 601 6894), J Makhongele (083 5202427), Tel: (013) 766 8985, 013 766 0854, Email jmakhongele@webmail.co.za. For any tender administration queries please contact TL Khathide - 013 766 8259 at the tender office Building 9 Riverside Government Complex.

Compulsory clarification meeting with representatives of the Employer will take place as per tender bulletin.

The closing time for receipt of tenders is 12H00hrs

Telegraphic, telephonic, telex, facsimile and late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.

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1.2 Tender Data

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (August 2006). (see www.cidb.org.za).

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

The additional conditions of tender are:

Clause number	Tender Data
F.1.1	The employer is the Department of Public Works, Roads and Transport, Mpumalanga Provincial Government.
F.1.2	The tender documents issued by the employer comprise: T1.1 Tender notice and invitation to tender T1.2 Tender data T2.1 List of returnable documents T2.2 Returnable schedules Part 1: Agreements and contract data C1.1 Form of offer and acceptance C1.2 Contract data C1.3 Form of Guarantee C1.4 Adjudicator's Contract Part 2: Pricing data C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities Part 3: Scope of work C3 Scope of work Part 4: Site information C4 Site information
F.1.3	The employer's agent is: Name: FA van der Merwe Address: Private Bag X11310, NELSPRUIT Tel: (013) 766 8923 Fax: (013) 766 9608 E-mail: avdmerwe@mpu.gov.za

F.2.1 Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a **4EP or higher** class of construction work, are eligible to have their tenders evaluated.

F.2.2 **There will be a compulsory clarification meeting.**

F.2.3 If a tenderer wishes to submit an alternative tender offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's Agent. The alternative submission must be handed in with the original offer as per this document.

Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.

Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.

The modified Pricing Data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs of confirming the acceptability of the detailed design before it is constructed.

F.2.4 Parts of each tender offer communicated on paper shall be submitted as an original, plus 0 copies.

F.2.5 The employer's address for delivery of tender offers and identification details to be shown on each
F.2.6 tender offer package are:

Location of tender box: Building 9, Riverside Government Complex

Physical address: Riverside Government Complex, NELSPRUIT

Identification details: MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS ON-AS AND WHEN REQUIRED BASIS

Postal address: MPUMALANGA PROVINCIAL TENDER OFFICE, PRIVATE BAG X 11246, NELSPRUIT 1200

F.2.7 A two-envelope procedure will not be followed.

F.2.8 The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.

F.2.9 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.2.10 The tender offer validity period is 90 DAYS

F.2.11 Access shall be provided for the following inspections, tests and analysis:
Workshops, Test Instruments, Service Vehicles, Equipment and Staff Qualification

F.2.12 The tenderer is required to submit with his tender a Certificate of Contractor Registration issued by the Construction Industry Development Board and a copy of a **valid Tax Pin Certificate** issued by the South African Revenue Services.

Where a tenderer satisfies CIDB contractor grading designation requirements through joint venture formation, such tenderers must submit the Certificates of Contractor Registration in respect of each partner.

F.2.13 Tenders will be opened immediately after the closing time for tenders

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BASIS

T2.1 List of Returnable Documents

The tenderer must complete the following returnable documents:

1. Compulsory Returnable Schedule (Certified copies/ originals of the following documents)

Failure to submit the following documentation will automatically disqualify the bid

- Record of Addenda to Tender Documents
- Copy of Company Registration documents
- Fully complete of Certificate of Authority for Signatory
- Certified copies of Identity documents of Company owners/ directors/ partners/ shareholders of the Business (**not older than 3 months as at the closing date of the bid**)
- In case of a Joint Venture/ Consortium/partnership, an originally certified copy of an agreement and a resolution by each party to such joint venture/consortium/ partnership authorizing its participation in the bid.
- Fully complete and signed Form of Offer
- Fully complete Compulsory Enterprise Questionnaire
- Proposed Amendments and Qualifications
- SARS **PIN** issued by the South African Revenue Services.
- Fully completed and signed SBD forms: SBD1, SBD4, SBD6.1, SBD6.2 & ANNEXURE C
- COIDA certificate / Letter of good standing (Letter for bid purposes will not be accepted)
- Fully completed bill of quantities (BOQ)
- Fully completed and signed bid document
- Registration on Central Supplier Database (CSD)

Note:

- As mandated by DTI and the South African Bureau of Standards (SABS) only locally, produced goods or locally manufactured goods meeting the minimum stipulated threshold for local production and content will be considered. (**See designated industries, sectors and sub-sectors found under www.thedtic.gov.za**).

2. Returnable Schedules required only for bid evaluation purposes

- Company Experience (Attach copies of appointment letters indicating the value of work done or work orders issued for the work and completion certificates).
- Attach municipal utility account for the premises as proof (in company name).
- Proof of registration for owned vehicles
- Certified copies of relevant qualifications

3. Pricing Proposal and Specific Contract Details

- Bids must be submitted in South African Rand, on a fixed price basis, including VAT.
- The Department is not bound to accept any of the proposals submitted and reserve the right to call for Best and Final Offers from short-listed bidders before final selection.
- The Department reserves the right to call interviews with short-listed Bidder before final selection.
- Only bids that were submitted with a valid Tax Pin issued by SARS will be considered.
- The lowest or any bid will not necessary be accepted and the department reserves the right to accept the whole or part of any bid.
- All price escalations will only effect after the first completed year of contract.
- Bidders that supply a separate pricing schedule will automatically be disqualified.
- No alternative proposal will be permissible.
- The Department reserve the right to appoint more than one service provider

4. Other documents that will be incorporated into the contract

- N/A

5 The offer portion of the C1.1 Offer and Acceptance

6 C1.2 Contract Data (Part 2)

Record of Addenda to tender documents

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Compulsory Enterprise Questionnaire

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

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

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

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

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

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

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is

currently or has been within the last 12 months been in the service of any of the following:

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

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

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

*insert separate page if necessary

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

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

Signed

Date

Name

Position

Enterprise
name

CERTIFICATE OF AUTHORITY FOR SIGNATORY

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

(I) COMPANY	(II) CLOSE CORPORATION	(III) PARTNERSHIP	(IV) JOINT VENTURE	(V) SOLE PROPRIETOR

(I) CERTIFICATE FOR COMPANY

I,, Id number chairperson of the Board of Directors of hereby confirm that by resolution of the Board (copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorised to sign all documents in connection with the tender for Contract No and any contract resulting from it, on behalf of the company.

Chairman: **Date:**.....

As Witnesses: 1.
2.

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as

.....

hereby authorise Mr/Ms, acting in the capacity of

.....

to sign all documents in connection with the tender for Contract No.....

and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE
..... ID No.....			
..... ID No.....			
..... ID No.....			
..... ID No.....			

Note: *This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.*

(III). CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as

.....

hereby authorize Mr/Ms

acting in the capacity of

to sign all documents in connection with the tender for Contract No

and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(IV) CERTIFICATE FOR JOINT VENTURE

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr / Ms
., authorised signatory of the company
., acting in the capacity of lead partner, to sign all documents in
connection with the tender offer and any contract resulting from it on our behalf.

This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY
Lead partner		
Firm 1		

Note: *This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.*

(V) CERTIFICATE FOR SOLE PROPRIETOR

I,

hereby confirm that I am the sole owner of the business trading as

.....

Signature of Sole owner:

As Witnesses:

1.

2.

Date:

Schedule of Proposed Subcontractors



We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

We confirm that all Subcontractors who are contracted to construct a house are registered as home builders with the National Home Builders Registration Council.

	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			
4.			
5.			

Signed

Date

Name

Position

Tenderer

Schedule of Plant and Equipment



The following are lists of major items of relevant equipment that I / we presently own or lease and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

(a) Details of major equipment that is owned by and immediately available for this contract.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

(b) Details of major equipment that will be hired, or acquired for this contract if my / our tender is acceptable.

Quantity	Description, size, capacity, etc.

Attach additional pages if more space is required.

Signed

Date

Name

Position

Tenderer

Schedule of the Tenderer's Experience



The following is a statement of similar work successfully executed by myself / ourselves:

Employer, contact person and telephone number.	Description of contract	Value of work inclusive of VAT (Rand)	Start and completion Date

Signed

Date

Name

Position

Tenderer

Proposed amendments and qualifications

The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

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 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:

.....

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.

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.
- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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

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.

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

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

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

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

of state.

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20	or	90/10
$Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$	or	$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
HDI		8		
Youth		5		
Women		5		
Disabled persons		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

- 4.3. Name of company/firm.....
- 4.4. Company registration number:
- 4.5. TYPE OF COMPANY/ FIRM

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

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

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

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

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

SBD 6.2

- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

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

Where

x is the imported content in Rand

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

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

The SABS approved technical specification number SATS 1286:2011 is accessible on [http://www.thedti.gov.za/industrial development/ip.jsp](http://www.thedti.gov.za/industrial%20development/ip.jsp) at no cost.

- 1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Description of services, works or goods	Stipulated minimum threshold
_____	_____ %
_____	_____ %
_____	_____ %

3. Does any portion of the goods or services offered have any imported content?
(Tick applicable box)

YES		NO	
-----	--	----	--

- 3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

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

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):

.....
NB

- The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thdti.gov.za/industrial_development/ip.jsp. Bidders

should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder entity), the following:

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

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

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

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

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

SIGNATURE: _____

DATE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

Note: VAT to be excluded from all calculations

	Pula	EU	GBP
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[illegible][illegible]

Signature of tenderer from Annex B

Date: _____

	(C20) Total tender value	
	(C21) Total Exempt imported content	
	(C22) Total Tender value net of exempt imported content	
	(C23) Total Imported content	
	(C24) Total local content	
	(C25) Average local content % of tender	

MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER
INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT
MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS ON-AS
AND WHEN REQUIRED BASIS

C1.1 Form of Offer and Acceptance

Offer

The employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of: **MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS ON-AS AND WHEN REQUIRED BASIS**

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

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

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

..... Rand (in words);

R (in figures)

This offer may be accepted by the employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the tender data, whereupon the tenderer becomes the party named as the contractor in the conditions of contract identified in the contract data.

Signature Date

Name

Capacity

for the tenderer

(Name and
address of
organization)

Name and
signature
of witness

Acceptance

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

The terms of the contract, are contained in:

- Part C1: Agreements and contract data, (which includes this agreement)
- Part C2: Pricing data
- Part C3: Scope of work.
- Part C4: Site information

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

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

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

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

Signature Date

Name

Capacity

for the

Employer

Department of Public Works, Roads and Transport
Riverside Government Building
Private Bag X 11302, Nelspruit

Name and
signature
of witness

Date

.....

Schedule of Deviations

1 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
2 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
3 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
4 Subject .....	.....
Details .....	.....
.....	
.....	
.....	
5 Subject .....	.....
Details .....	.....
.....	
.....	
.....	

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

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

MPUMALANGA PROVINCIAL GOVERNMENT
DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT
MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER
INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT
MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS ON-
AS AND WHEN REQUIRED BASIS

C1.2 Contract Data

The General Conditions of Contract for Government Procurement (Annexure A) are applicable to this contract. Copies of these conditions of contract may be obtained from the Department.

Address of the Contractor:

Physical:

Postal:

.....
.....
.....
.....

.....
.....
.....
.....

E-Mail:

Telephone No:.....

Cell:

The General Conditions of Contract for Government Procurement (Annexure A) are applicable to this contract. Copies of these conditions of contract may be obtained from the Department.

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER
INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT
MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS
ON-AS AND WHEN REQUIRED BASIS**

C2.2 Quantities**C.2.2.1 TRANSFORMERS**

**ALL PRICES INCLUDE TRAVELING, LABOUR, TOLL FEES, SPARES AND ALL OTHER
SUBSISTENCE-**

All schedules form an integral part of the tender and must be duly completed in every detail. Failure to do will render the tender ineligible for consideration.

(See service schedule definition)

No.	Institution	kVA	Make	Serial No	Service (Vat Excluded)
Ehlanzeni					
1	Barberton	500	GEC	3500	R
2	Barberton	800			R
3	Barberton		1 x OCB		R
4	Rob Ferreira	800kVA			R
5	Rob Ferreira	800kVA			R
6	Rob Ferreira	800kVA			R
7	Rob Ferreira	1250kVA			R
8	Rob Ferreira		4 x VCB		R
9	Shongwe	1 000	Hawker Sidley	24091	R
10	Shongwe		2 x Auto Recloser		R
11	Themba	800	Alstom	80546	R
12	Themba	500	Minisub		R
13	Themba		OCB		R
14	Tonga	630	Hawker Sidley	T37601	R
15	Tonga	630	Hawker Sidley	T37601	R

16	Tonga		2 x VCB		R
Total 1 (VAT Exclusive)					R

No.	Institution	kVA	Make	Serial No	Service (Vat Excluded)
Bohlabela					
1	Bongani	250			R
2	Lydenburg	500			R
3	Mapulaneng	800			R
4	Matibidi	800			R
5	Sabie	500			R
6	Tintswalo	800			R
7	Tintswalo	800			R
Total 2 (VAT Exclusive)					R

No.	Institution	kVA	Make	Serial No	Service (Vat Excluded)
Gert Sibande					
1	Bethal	500	Hawker Sidley	T42361	R
2	Bethal	150	Hubert Davies		R
3	Carolina	200-6.6kV	GEC	2K1003	R
4	Embuleni	630	Hawker Siddeley	T3631	R
5	Embuleni	630	Hawker Siddeley	T9735	R
6	Embuleni	315	Hawker Siddeley	M9736	R
7	Evander	800	Desta		R
8	Piet Retief	200	Johnson & Phillips	3844	R
9	Piet Retief	200	Johnson & Phillips	3188	R
10	Piet Retief	1 000	Delta Power		R
11	Standerton	500	TMA	D1410218	R
12	Amajuba	1 000	Hawker Sidley	T6113	R
13	Ermelo	1 000	TSS	T14803	R

14	Ermelo	1 000	Alstom	31691/38/001	R
Total 3 (VAT Exclusive)					R

No.	Institution	kVA	Make	Serial No	Service (Vat Excluded)
Nkangala					
1	Delmas	500	GEC	7296	R
2	Belfast	500	GEC	L3500	R
3	Middelburg	500			R
4	Middelburg	315		L308	R
5	Witbank	500	BBT	84341	R
6	Witbank	500	BBT	84340	R
7	Witbank	500	Alstom	89371	R
Total 4 (VAT Exclusive)					R

Transformers - Service

1. Purify oil to ESKOM standards (SABS 555)
2. Replace silica gel
3. Wash and clean Transformer
4. Check and torque all connections
5. Treat all connections
6. Replace all gaskets
7. Respray unit if necessary
8. Obtain oil samples
9. Analyse samples and report
10. Internal building clean-up (Floors and walls)

C2.2 Quantities

C.2.2.2 TRANSFORMERS

All schedules form an integral part of the tender and must be duly completed in every detail. Failure to do will render the tender ineligible for consideration.

(See service schedule definition)

Service & Supply rates. (VAT excluded) (Service rates include labour, spares, material and sundries – excluding travelling)

Transformer	kV	Phase	Supply of loan unit (R/week)	Service – See definition below	Supply of new unit
16 kVA	11	Single	R	R	R
25 kVA	11	Single	R	R	R
16 kVA	22	Single	R	R	R
25 kVA	22	Single	R	R	R
25 kVA	11	Three	R	R	R
50 kVA	11	Three	R	R	R
100 kVA	11	Three	R	R	R
200 kVA	11	Three	R	R	R
315 kVA	11	Three	R	R	R
400 kVA	11	Three	R	R	R

Transformer	kV	Phase	Supply of loan unit (R/week)	Service – See definition below	Supply of new unit
500 kVA	11	Three	R	R	R
630 kVA	11	Three	R	R	R
800 kVA	11	Three	R	R	R
1 000 kVA	11	Three	R	R	R
1 250 kVA	11	Three	R	R	R
1 600 kVA	11	Three	R	R	R
2 000 kVA	11	Three	R	R	R
2 500 kVA	11	Three	R	R	R
Total 5 (VAT Exclusive)			R	R	R

Transformer	kV	Phase	Supply of loan unit (R/week)	Service – See definition below	Supply of new unit
25 kVA	22	Three	R	R	R
50 kVA	22	Three	R	R	R
100 kVA	22	Three	R	R	R
200 kVA	22	Three	R	R	R
315 kVA	22	Three	R	R	R
400 kVA	22	Three	R	R	R
500 kVA	22	Three	R	R	R

630 kVA	22	Three	R	R	R
Transformer	kV	Phase	Supply of loan unit (R/week)	Service – See definition below	Supply of new unit
800 kVA	22	Three	R	R	R
1 000 kVA	22	Three	R	R	R
1 250 kVA	22	Three	R	R	R
1 600 kVA	22	Three	R	R	R
2 000 kVA	22	Three	R	R	R
2 500 kVA	22	Three	R	R	R
Total 6 (VAT Exclusive)			R	R.....	R

Transformers - Service

11. Purify oil to ESKOM standards (SABS 555)
12. Replace silica gel
13. Wash and clean Transformer
14. Check and torque all connections
15. Treat all connections
16. Replace all gaskets
17. Respray unit
18. Obtain oil samples
19. Analyse samples and report
20. Building clean-up (Floors and walls)

C.2.2.2 MINI SUBS

Servicing Mini Subs (Service rates include labour, spares, material and sundries – excluding travelling)

Mandatory service on Mini Subs.

1. Replace all gaskets.
2. Replace oil.
3. Replace silica gell
4. Check and torque all connections
5. Treat all connections
6. Test Mini-Sub to ESCOM standards.

7. Respray Mini-Sub.
8. Service and clean HT switch gear
9. Clean immediate area.

Service rates. (VAT excluded) (Service rates include labour, spares, material and sundries - excluding travelling)

	Mini-Sub 11 kV / 380 V
200 kVA	R
315 kVA	R
500 kVA	R
630 kVA	R
1 000 kVA	R
Total 7 (VAT Exclusive)	R

C.2.2.3 AUTO RECLOSER, OCB AND VCB

Service rates. (VAT excluded) (Service rates include labour, spares, material and sundries excluding travelling)

Mandatory service on Auto Recloser, OCB and VCB.

1. Replace all gaskets.
2. Replace oil.
3. Check and torque all connections
4. Treat all connections (Blades and prongs)
5. Test to ESKOM standards.
6. Check all safety systems
7. Service, lubricate and test all mechanical parts
8. Clean immediate area.

Auto-Recloser	
11 / 22 kV (Various Amps)	R
Total 8 (VAT Exclusive)	R

OCB		VCB		ACB	
6.6 kV	R	6.6 kV	R	6.6 kV	R
11 kV	R	11 kV	R	11 kV	R
22 kV	R	22 kV	R	22 kV	R
Replace Transformer protection unit	R	Replace Transformer protection unit	R	Replace Transformer protection unit	R
Total 9 (VAT Exclusive)	R		R		R

C.2.2.4 SUPPLY OF NEW MINI SUBS

Supply of new mini-sub. (VAT excluded)

Mini-Sub (11 kV)	
200 kVA	R
315 kVA	R
500 kVA	R
630 kVA	R
1 000 kVA	R
Total 10 (VAT Exclusive)	R

C.2.2.5 Supply of other related HT equipment. (VAT excluded)

Item	16 mm ²	35 mm ²	50 mm ²	70 mm ²	95 mm ²
HT Cable (PEX)	R ...../m	R ...../m	R ...../m	R ...../m	R ...../m
HT Cable (Ends)	R	R	R	R	R
Joints	R	R	R	R	R
Total 11 (VAT Exclusive)	R	R	R	R	R

Supply transformer oil: R Per litre

Trenching – soft soil (1m deep)	R ...../m
Trenching – hard soil (1m deep)	R ...../m
Total 12 (VAT Exclusive)	R

PRICING SUMMARY (C.2.2.1 to C.2.2.5)

SUMMARY	AMOUNT
PRICING SCHEDULE	
Sum of Total 1 - Total 12 Above (C2.2.2.1 TO C.2.2.5)	R
Other (Specify)	R
Total (VAT Exclusive)	R
VAT (15%)	R
Total Tender (VAT Exclusive) (to be taken to form of OFFER)	R

C2.2.6 SCHEDULE OF RATES**1. General**

- i) All rates are VAT excluded.

2 WORK ON ORDER ONLY**2.1 Labour rate (VAT Exclusive)**

Description	Normal time 07h00-17h00	Over Time	Emergency Call Outs	Sundays & Public Holidays
Artisan	R /h	R /h	R /h	R /h
Unskilled assistant	R /h	R /h	R /h	R /h
Apprentice	R /h	R /h	R /h	R /h

These rates shall include for all overheads, profit, subsistence, etc. as per clause 2.14.

2.2 Transport rate (VAT Exclusive)

Motor car	:	R	/km
¾ ton to 1 ton LDV	:	R	/km
2 Ton to 3 ton truck	:	R	/km
8 Ton & Crane (4 Ton)	:	R	/km
Other, specify	:	R	/km

Note: These rates shall include travelling time and be calculated from

_____. (Refer clause 2.13)

2.3 Mark-up

Percentage mark-up for profit, overhead, insurance guarantee etc. on nett cost materials, spare parts and chemicals (Refer clause 2.15). (Max. 20%) %

2.4 NOTE

- i) Unless and until a formal agreement is prepared and executed, this Tender together with the written acceptance thereof by yourselves or any person acting on your behalf shall constitute a binding Contract between the Department and yourself.

- ii) All rates shall include for consumables as specified, production of job cards and reproduction of job cards on completion of work and submittal with invoice.
- iii) Escalation shall be calculated as specified on the dates as specified.
- iv) Is after hours emergency facilities available?
- v) If yes indicate Telephone No
- vi) Will training be given as specified?
- vii) Copies of artisans certificate of qualification attached.

Yes	No
Code	
Yes	No

I/We hereby confirm that I/We have satisfied myself/ourselves as to the correctness and validity of my/our tender, that the price(s) and rate(s) quoted cover all the work/item(s) specified in the tender documents and that the price(s) and rate(s) cover all my/our obligations under a resulting contract and that I/We accept that any mistakes regarding price(s) and calculations will be at my/our risk.

FULL NAME AND ADDRESS OF TENDERER :

TENDERERS SIGNATURE

DATE

MPUMALANGA PROVINCIAL GOVERNMENT

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

**MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER
INSTALLATIONS AS WELL AS SWITCH GEARS THROUGHOUT
MPUMALANGA PROVINCE FOR A PERIOD OF THREE (3) YEARS
ON-AS AND WHEN REQUIRED BASIS**

C3 Scope of Work

1 DESCRIPTION OF THE WORKS

1.1 Employer's objectives

To ensure a safe and continuous supply of electricity to Provincial Institutions.

1.2 Overview of the works

The regular servicing, maintenance, repair, upgrading or replacement of transformers.

1.3 Extent of the works

Transformers situated at Institutions in Mpumalanga Province.

1.4 Location of the works

Situated at Provincial Institutions in Mpumalanga Province.

1.5 Temporary works

N/A

2 Drawings

N/A

3 Procurement

3.1 Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the preferencing schedule.

4.1 Applicable national and international standards

SABS specifications e.g. SANS 1874, SANS 876, SANS 1332, SANS 1019, SANS 60076-7, SANS 62271, etc.

4.2. Generic specification:

MPUMALANGA PROVINCIAL ADMINISTRATION

DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT

CONTRACT FOR THE MAINTENANCE, REPAIR AND SUPPLY OF TRANSFORMER INSTALLATIONS AND SWITCH GEAR

1. GENERAL CONDITIONS

1.1 a) General

Tenders are hereby invited for the repair, supply and maintenance of Transformer installations at the institutions and surrounded institutions as set out hereunder.

All work required shall be executed on receipt of written orders/ instructions only.

- A. GERT SIBANDE – ERMELO OFFICE
- B. NKANKALA – KWAMHLANGA OFFICE
- C. EHLANZENI – NELSPRUIT OFFICE
- D. BOHLABELA – THULAMAHASHE OFFICE

In so far as the conditions contained herein are at variance with anything contained in the Tender documents the Tender shall be interpreted in terms hereof.

1.1 b) Contract Period

The CONTRACT will be for the period of three years.

1.2 Definitions

The term "*DEPARTMENT*" shall mean the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT, MPUMALANGA PROVINCIAL ADMINISTRATION.

The term "*ENGINEER*" shall mean the DEPARTMENT OF PUBLIC WORKS, ROADS AND TRANSPORT acting through the person deputed generally or specially to having the power and authority to control or supervise the *WORKS*.

The term "*CONTRACTOR*" shall mean the persons, partnership, firm or company whose tender for this work has been accepted and who has or have signed this *CONTRACT*, and shall include his or their heirs, executors, administrators, successors, and duly appointed representatives, with the consent in writing of the Department.

The term "*SITE*" shall mean the site where the *WORK* is to be executed.

The term "*WORKS*" in this contract shall mean all or any portion of the work, materials consumable and non-consumable and articles wherever the same are being manufactured or prepared, which are to be used in the execution of this contract, and whether the same may be on the *SITE* or not.

The word "*SPECIFICATION*" shall mean the documents referred to in this *CONTRACT* in which the method of executing the *WORK* and the nature of the materials to be supplied are described.

The word "*ORDER IN WRITING*" shall mean any printed or written document, or letter, signed by the *ENGINEER* and addressed to the *CONTRACTOR*, for the purpose of his guidance and direction.

"*CONTRACT*" means all the terms, conditions, specifications, price schedules, schedules of technical and other information, which are part of the tender document describing the contract to be completed and which are agreed upon between the Contractor and the Engineer upon duly signing of the appropriate part(s) of said document(s) by the Contractor after having been notified of the acceptance of the tender.

"*CONTRACT PERIOD*" means the period of duration of the Contract, calculated from the commencement of the Contract stated in the tender document.

1.3 Submission of tenders

- a) *TENDERS* must be forwarded in a plain, sealed envelope bearing the tenderer's full name and address and the *TENDER* number and due date, marked with the description of the *WORKS* on the cover of the document to the;

Provincial Tender Offices
Building 9
Riverside Government Complex
Nelspruit

- b) *TENDERS* shall be submitted on the official document only, completed in every detail with no alteration to the document whatsoever, and not on the tenderer's own stationary bearing the tenderer's own conditions of tender.

1.4 Schedules

All schedules which accompany the form of tender form an integral part of the tender and must be duly completed in every detail. Failure to do so may render the tender ineligible for consideration. The tenderer must ensure upon submission of his tender that **all pages of the TENDER are initialled and all schedules properly completed.**

1.5 Agencies

The successful tenderer will be required to submit quotations for certain services from time to time and where applicable the following shall apply.

- a) Where the tenderer offers plant embodying units of manufacture other than those of their principals, and for which they are not accredited South African Agents and for which they do not stock spare parts, they should state in their quotations the name of the accredited South African Agents from whom spare parts for such units are obtainable.

All things being equal, preference will be given to products for which there is a manufacturer or an accredited agent in the Republic of South Africa for the spare parts, provided that such parts are already in stock.

- b) In all cases the tenderer should furnish an undertaking from himself or the manufacturers or agents concerned, to the effect that he will, in the event of his offer being accepted, carry the necessary stock of spare parts for the particular units offered.

Tenderer's shall also state whether they have properly trained staff to carry out servicing of the offered equipment.

1.6 Value added tax

Total tender prices shall include VAT. Value Added tax shall also be reflected separately on all invoices submitted for payment consideration.

1.7 Contract Period, Renewal and Tariff Adjustment

This tender is valid for a period of twelve (12) months commencing from the date of the letter of acceptance of the tender and may continue for a further two (2) periods not exceeding twelve (12) months each on the same conditions contained herein. Notice of termination shall be given three (3) months prior to the end of each period. Should notice of termination not be received by the Contractor three (3) months prior to the end of each period, the contract shall continue for another period of twelve (12) months. If the renewal tender is not in place after the three year period, this tender will be extended on a month-to-month basis until the new tender is in place.

NOTE : The contract tariffs and rates shall remain fixed for each twelve (12) calendar month period and shall be subject to increase in accordance with the SEIFSA/Heylett formula at the end of each period to be applied to the next period. The increase shall be calculated on tariffs as per schedule one (1) and four (4) excluding the mark-up on material. If the renewal tender is not in place after the three year period, this tender will be extended on a month-to-month basis until the new tender is in place.

1.8 Materials : Off loading

The Contractor shall be responsible for taking delivery, off-loading and placing into permanent position all items of equipment and materials at his own cost, call-outs and new installations excluded.

1.9 Drawings and specifications

The Contractor shall conform minutely to the drawings and/or specification, and to any Orders in Writing which the Engineer may supply during the progress of the contract. Should any difference or discrepancy exist between the drawings and the specification or should there be any difference or discrepancy in the figures or in the scales or the descriptions or the dimensions or between any of them, or in any other respects whatsoever, it shall be the duty of the Contractor to seek in writing the decision, also in writing, of the Engineer on the true intent and meaning of the Contract which decision shall be final and binding.

1.10 Quantities of work

- a) The Contractor shall receive payment only for work actually executed and accepted.
- b) Without invalidating the Contract, the Engineer shall have the right by means of an order in writing, to increase or decrease the quantities of any item or items or to omit any item or items or to insert any additional item or items.

- c) No claim for extra or for any addition, or for any variation shall be entertained unless such extra, addition or variation was ordered in writing by the Engineer. No objection to the description or terms of an Order in Writing will be entertained unless lodged in writing with the Engineer within twenty-one days of the date of the Order.
- d) The value of any additional item or items, or for any variation will be adjusted by mutual agreement. In the event of a price for any variation being inserted in the Order in Writing to the Contractor, it will be understood that he accepts same unless he lodges a written objection to such price within twenty-one days of his receipt of the Order.
- e) No liability or responsibility whatever shall attach to the Department in respect of materials ordered by the Contractor unless the same are so ordered on the basis of, and in accordance with the specification or any Orders in Writing to the Contractor.
- f) Should the Contractor be requested by the Engineer in an Order in Writing to execute work or to supply any labour or materials which, according to his interpretation of the Contract are not provided for therein, or if for any reason he considers that he is entitled to an increase on his Contract Amount, or to a claim arising outside the scope of his Contract, he shall forthwith give notice, in writing, to the Engineer that he shall require to be paid for the same as extra work. The Contractor shall, however, proceed to act upon such Order in Writing (unless or until the same be countermanded), so that neither the execution of the Works, nor the supply of material or labour may be delayed by any difference or controversy upon the interpretation of the Contract and it is expressly agreed that no claim shall arise under this clause unless such notice as aforesaid shall have been given to the Engineer within twenty-one days of the date of the Order in Writing.

1.11 Inspection of Works : Materials, Plant

The Engineer may at all times inspect the Works and may test the strength or quality of any materials, as he shall think necessary. For this purpose the Contractor shall provide all the assistance necessary. Should the Engineer consider any materials objectionable, or if it shall appear to him at any time during the construction, or prior to the expiry of the maintenance/guarantee period, that any part thereof has been executed with unsound or imperfect materials or with unskilled or imperfect workmanship, he will notify the Contractor accordingly in writing, and the Contractor shall cause the objectionable materials to be instantly removed from the premises and to be replaced by good and suitable materials and shall rectify or reconstruct the Works in whole or part, as the case may be, at his own proper cost and charge.

1.12 Testing, handing over and completion of the works

The procedure for hand-over inspection shall be as follows:-

- a) The Contractor shall satisfy himself that the works are complete and to specification in all respects. The Contractor shall then apply to the Engineer for an inspection on a date that suits both parties. The Contractor shall make timeous arrangements with the relevant officer for inspection of all Work prior to departure of the Contractor's workmen from the Site. The Contractor shall submit his final invoice on the day of the delivery inspection. The invoice shall then be considered for payment if the Works are accepted.
- b) Should any item whatsoever be noted during the inspection, which may require attention or rectification, the Works will not be accepted. It will be necessary for the Contractor to again arrange for an inspection once all outstanding items have been rectified at no cost to the Department. Acceptance of the works will only be taken as and when the Works are completed in every detail.

1.13 Terms of payment

- a) Unless specifically stated otherwise in the Contract Documents, full payment will be made monthly within 21 working days of receipt of such an application by the Engineer. Payment will, however, only be passed for work actually and satisfactorily completed or services actually and satisfactorily executed. Reports to be submitted, are considered to be part of the work or service.
- b) The Contractor undertakes not to cede, delegate or assign his rights or claim to any money due or to become due under this Contract or any liabilities and no such cession, delegation or assignment will be recognised by the Department.

1.14 Work on time basis - (Not covered by rates)

Where the Engineer shall so decide, the Contractor will carry out extra work and variations on a time basis and payment will be made based on the rates tendered in accordance with this document.

In addition, all other direct costs reasonably incurred, shall be allowed to the Contractor. In all such cases the Contractor will be required to deliver to the Engineer fortnightly a full detailed account in duplicate of labour and materials. One signed copy will subsequently be returned to the Contractor and he must produce same in the adjustment of settlement of accounts. Should the Engineer query any such account, the Contractor must be notified thereof within 14 days of receipt of the account. In the event of such detailed accounts or being so delivered through neglect or default of the Contractor he will forfeit any right to such payment.

This will relate to extra work, additions or variations not covered by the tendered schedule of rates.

1.15 Guarantee period

- a) The Contractor shall unconditionally guarantee and maintain all work performed for a minimum period of 3 months from date of acceptance. If the Contractor or his supplier has a standard guarantee which exceeds this minimum warranty called for, the greater period will be applicable.

The guarantee shall cover the performance of the Works and any defects due to inferior materials and/or workmanship, fair wear and tear excluded, and the Contractor shall repair any defect without delay.

- b) Should any part of the Works perform unsatisfactory so as to become detrimental to its functional use the Contractor shall replace any such part or the complete Works with equipment as prescribed by the Engineer.
- c) If any defects are not remedied without delay, the Engineer shall have such defect repaired at the risk and cost of the Contractor by another contractor the Engineer deems proficient in the WORK without prejudice to any rights the Engineer has against Contractor. The Engineer will give written notice to the Contractor of such instances where he appoints another contractor to remedy defects in the Works.

1.16 Contractor responsible for losses

- a) Injury to persons: The Contractor shall be liable for and hereby indemnifies the Department in respect of any liability, loss, claim or proceedings whatsoever arising in Common Law or by Statute in respect of personal injuries to or death of any person whomsoever arising out of or in the course of or caused by the execution of the Works unless due to any act or neglect of the Department or its servants.
- b) Damage to property: The Contractor shall be liable for and hereby indemnifies the Department in respect of any liable loss, claim or proceedings and for any injury or damage whatsoever, including theft of materials, arising out of or taking place during

the course of/ or by reason of the execution of the Works to any property, real or personal, due to any negligence, omission or default of himself, his agent or his servants or Sub-Contractor or any circumstances within his control.

1.17 Workmen's Compensation and Insurance

The Contractor shall at all times comply with the provisions of the Workmen's Compensation Act 1941 and as amended.

The Contractor shall further at his own expense insure and keep all persons employed by him or his Sub-Contractor in and about the Works who do not fall within the provisions of the Workmen's Compensation Act insured against all risk of accident or death arising out of their employment.

1.18 Builders work and builders work drawings

When called upon the Contractor shall furnish the Department with fully detailed drawings indicating building work required.

1.19 Suspension of work

Except in so far as the Department may (in writing) otherwise direct or require, the Contractor shall suspend and discontinue the entire progress and execution of the said Works throughout the whole of each and every Sunday and Public holiday.

The Contractor shall suspend or resume the execution of the Contract whenever called upon by the Engineer to do so. Any telephonic or verbal instruction in this connection, shall subsequently be confirmed in writing by the Engineer.

1.20 Overtime and Emergency Services

The working of overtime is not intended under this Contract and no overtime will be paid in respect of normal Works. Overtime will only be entertained in cases of emergencies where breakdowns occur to essential services.

Should an emergency arise or where it is deemed necessary in the interests of the Department, specific authority for such overtime must be obtained.

Emergency repairs after hours may be executed without receipt of an official order, but only on the instruction of the Engineer or a duly appointed official of the Department. The Contractor must, however, ensure that the Official or the User Department signs the Job Card. The Contractor must also ensure that he obtains the official order number from the Department on the following working day. No payment will be made without an order number and a duly completed and signed job card.

Only breakdowns which affect public health, or the operation of sensitive operations (such as mortuaries, laboratories, etc.) shall be treated as emergency services. Breakdowns involving personal comfort will not be considered to be an emergency service unless authorised as such by the Engineer.

The following are deemed as essential services:

- a) Life Saving Equipment.
- b) Theatre Services.

- c) Main Steam Supply.
- d) Stand-by generating plant.
- e) Mortuary and/or refrigeration plant.
- f) Main potable water supply.
- g) Sewage plant.

1.21 Rate of progress

- a) The Works shall be completed within the time period indicated on the quotation form from date of official order.
- b) If the Works are delayed by cessation of work by any workmen, inclement weather, or by any omissions, additions, substitutions or variations of the Works, or of any items of work labour or material, or by any other causes beyond the Contractor's control then the Contractor shall have the right within twenty-one days of any such cause of delay arising, to apply in writing to the Department to extend the date of completion mentioned in sub-clause (a) of this clause, stating the cause of delay and period of extension applied for.
- c) The Department upon receipt of such written application may by order in writing extend such date of completion by a period to be determined, or may refuse to extend such date of completion, or may postpone giving a decision upon such application until completion of the Contract period set out in sub-clause (a) of this clause, the date of completion will be extended only to the extent approved by the Department.
- d) Should the Contractor fail to apply in writing for an extension within the time set above, or should the Department refuse to grant any extension in writing, then the Contract period provided by sub-clause (a) of this clause shall not be exceeded.
- e) When the Works are completed the Department will give a completion certificate and the date of such certificate shall be the date of commencement of the guarantee period.

1.22 Time to be of the essence

Time shall be considered as the essence of Contract. If, therefore, the Contractor fails to commence work or the Works or to proceed with and complete the Works in compliance with the preceding clause and in the manner therein stated, then the Engineer shall have the right in his absolute discretion forthwith, and from time to time, to adopt and exercise all or any one or more of the following courses either wholly or partly or by way of substitution, succession, or variation of the one or more for the other or others of them wholly or partly, viz:-

- i) To direct the Contractor, in writing, on any day named to suspend and discontinue the execution of the Works, and to withdraw himself and his workmen from the said Site or Sites, and there-upon:-
 - a) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractors for the completion of the Works, or any part thereof, at such time and upon such terms as to the Department shall seem best.
 - b) To provide such number of men or purchase such materials as to him shall seem fit and proceed with and complete the said Work.
- ii) In relation to the foregoing provisions the Department shall charge any sums of money which may be paid by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor

under this Contract, then the Department shall have the right to recover such excess or any balance thereof from the Contractor by legal proceedings.

1.23 Bankruptcy or insolvency

If an order be granted by the Court sequestrating the Contractor's Estate under the present or any future insolvency laws or if the Contractor shall make an assignment of his Estate for the benefit of his Creditors, the Engineer shall be at liberty forthwith to act as provided for by one or other of these courses directed in Clause 1.22 of these conditions.

1.24 Subletting

The Contractor shall as and when necessary submit (in writing) to the Engineer the names of such Specialist-Contractors as he proposes to employ and the Engineer shall inform the Contractor, also in writing, within twenty-one days by of his approval or disapproval of such Specialist-Contractors.

No Sub-Contracts will be allowed which will involve piece-work or any deviation from the ruling conditions, information or statements contained in the Contract and the Contractor shall be prohibited from transferring, directly or indirectly by piece-work or otherwise, to any person or persons whatever, any portion of the work under this Contract without the written permission of the Engineer.

All work except for specialist work shall thus be carried out by the Contractor's own staff.

Any specialist work (e.g. machining, radiator/heat exchanger rebuilding etc.) performed for the Contractor by a approved third party and forming an essential part of a Works order, shall be invoiced to the Department by the Contractor at nett cost plus 10% on labour and materials, all necessary documentation for verification shall be submitted with the relevant invoice.

1.25 Workmen to be Efficient

The Contractor shall only employ such persons on the Works as are thoroughly efficient and of good character. If, in the opinion of the Engineer, any person employed by the Contractor misconducts himself or is likely to cause or has caused quarrels, or delays, or is incompetent, the Contractor, when so directed by the Engineer (in writing), shall at once remove such person from the site of the Works and shall not allow him to return without the written permission of the Engineer.

1.26 Penalty for bribing or treating

Any bribe, commission, gift, loan or advantage given or offered by or on behalf of the Contractor or his partner, agent or servant in relation to the obtaining, or to the execution of this or any other contract for the Department, or given, promised, or offered by or on behalf of the Contractor or his partner, agent or servant to any officer or person in the service or employ of the Department who shall be in any way connected with the obtaining or the execution of this or any other contract, subjects the Contractor to cancellation of this and all other Contracts between the Contractor and the Department.

1.27 Liquidated damages

Should the Tenderer fail to deliver the works in the time stipulated for delivery the Engineer may deduct $\frac{1}{14}\%$ (one-fourteenth per cent) of the value of the works per day for each day on which delivery of the works may be in arrears.

1.28 Injury to Buildings and Property of the Department

If the Contractor or his Workmen, while engaged in the execution of the Contract, breaks, defaces, injures, destroys or allows to fall into disrepair any part of the Contract or buildings, installations, equipment etc. on the site of the contract belonging to the Department of any private building, roads or grounds contiguous to the premises of the said Department on which he or they may be employed, the Contractor shall upon receiving instructions (in writing) from the Engineer, cause the same to be made good, in a perfect and workmanlike manner, at his own expense, and in default thereof the Engineer shall cause it to be done by some other tradesmen, the cost thereof being deducted in the manner laid down in this document.

1.29 Contractor Responsible for the Premises for the Works, for Accidents, Insurance etc.

- a) The Contractor shall execute the Works and any activities concerning or related to the Works and/or as set out in the Contract, causing the least possible delay or disruption to the normal activities associated with the Works or to the normal activities associated with any areas, rooms, buildings or dedicated spaces adjacent to the premises for the Works.
- b) The Contractor shall leave the Works and premises when a service, maintenance activity or a repair effected under this Contract is finished, in a clean and perfect state internally and externally, fit for occupation and use and complete in every respect.
- c) The Contractor shall be responsible also for the protection and safety of such of the premises, improvements, property and/or equipment of the Department as shall be placed under the control of the Contractor for the purpose of this Contract until the Contract shall have been finally completed and given up as aforesaid.
- d) The Department will carry the risk of damage to or replacement of buildings, materials and plant on site, caused by fire, subject to Clause 1.29(e) and Clause 1.29(f) hereunder, to the same extent as if the property on the site of the contract were insured with an Insurance Company.
- e) The Contractor shall take all reasonable precautions to prevent any equipment or property on the site of the Works being damaged by fire. Should a fire occur causing damage to the Works in progress or property, installations or equipment related to or involved in the Works, he shall:-
 - i) Immediately notify the Engineer in writing of the fire and of the damage caused thereby;
 - ii) within forty-eight hours of the occurrence, furnish the Engineer with a detailed statement showing:-
 - (i) Cause and time of occurrence.
 - (ii) extent of damages or loss;
 - (iii) when discovered and by whom;
 - (iv) steps taken to combat the fire;
 - (v) estimated cost of making good damage or loss;
 - (vi) original cost of material or plant damaged and approximate date of purchase, supported by documentary evidence, if required;
 - (vii) person responsible for the fire, if known;

- iii) obtain and submit to the Engineer a copy of a report by the local Firemaster, if available;
- iv) obtain and submit reports by person or persons:-
 - (i) Who discovered the fire;
 - (ii) who is or are responsible for the fire.
- f) Excepted risks - The Contractor shall not be liable for "excepted risks". These risks are riot (in so far as it is uninsurable), war, invasion, act of foreign enemies, hostilities (whether war be declared or not), civil war, rebellion, revolution, insurrection, military or usurped power or a cause solely due to use or occupation by the Department.

1.30 Acts of Parliament and Provisions of Local or Other Authorities

- a) The Contractor shall accept all the responsibilities for and take all the steps and precautions and make all the arrangements required by and necessary to comply with any Act of Parliament and any subsequent and/or related Regulations as far as the execution of the Works and any activity regarding the Works or on the site of the Works by himself, any employee of his, any sub-contractor or person under his control or supervision, or any person within the boundaries of the premises of the Works, are concerned.

In this regard, special consideration shall, inter alia, be given to the Occupational Health and Safety Act, Act 85 of 1993 as amended. The Contractor shall accept his responsibilities in this regard and indemnifies the Department or any of its employees against any claims for compensation whatsoever and against prosecution under any such Act unless negligence on its or their behalf is evident and can be proven.

- b) The Contractor shall, until the date of the termination of the Contract, conform to any binding industrial agreement relating to the Contract and/or Works, the provisions of any to the regulations and by-laws of any Provincial, local or other authority relating to the Contract and shall give all notices required and pay all fees payable to any such authority in respect of the Contract and shall hold the Department free from all loss, costs damages or expenses caused by his failing to comply with such agreements and regulations.

1.31 Return of Men Employed

The Contractor shall furnish, as and when required by the Engineer, a distribution return of the number of artisans and labourers employed on the Works and/or the site of Works.

1.32 Facilities to other Contractors

The Contractor shall give all facilities necessary and proper to any other Contractor or to Workmen of the Department whose work may adjoin or be connected with site of the Works and, in the event of there being any dispute in this connection between the Contractor and Workmen of the Department it shall be settled by the Engineer whose orders shall be final so far as the Contractor under the Contract is concerned.

1.33 Materials and/or Parts and/or Equipment Removed to remain Property of the Department

Unless the contrary is explicitly stated in the official order, all materials, parts or equipment removed in accordance with the specification, any valid Orders in Writing and this Contract will remain the property of the Department.

All redundant materials and spare parts must be handed over to the representative of the Department at the relative institution and a signature shall be obtained for such redundant

materials and spare parts. Note: The Contractor is responsible for all redundant material and spare parts until handed over and a signature is obtained.

1.34 Deviations from Contract Period or Failure to comply with the Conditions of the Contract

Should the Contractor fail to commence the Works or any part or portion thereof at the dates, times, intervals or periods prescribed or to proceed with and complete the Contract in compliance with the preceding Clauses and in the manner therein stated, or if he should fail, refuse or neglect to comply strictly with any of the Conditions of this Contract or any instructions and/or Orders in Writing given in terms of the Contract, then the Engineer shall have the right in his absolute discretion forthwith and from time to time to adopt and exercise all or any one or more of the following courses, either wholly or partly or by way of substitution, succession or variation of the one or more for the other or others of them wholly or partly, viz:-

- a) To allow the Contractor to proceed with the Contract, and to deduct as and for agreed damages, a sum calculated as follows:
 - (i) In the event of the Contractor exceeding the Contract Period, 50 per cent of the Contract Price, multiplied by the fraction by which the period for the completion of the Contract allowed for in the Contract is exceeded by the actual period for the completion of the contract, or
 - (ii) In the event of the Contractor exceeding the scheduled interval(s), 50 per cent of the Contract Price for each service or maintenance activity, multiplied by the fraction by which the scheduled interval between such services or maintenance activities allowed for in the Contract is exceeded by the actual, related interval.
 - (iii) Such sums may be deducted from any sum due or to become due under this or any other Contract heretofore or hereafter existing between the Contractor and the Department or may be recovered in any competent Court of Law.
- b) To direct the Contractor, in writing on any day named therein, to suspend and discontinue the execution of the Contract, and to withdraw himself and his workmen from the said site or sites and thereupon:-
 - (i) To make any Contract or Contracts by calling for tenders or otherwise with any other Contractor or Contractors for the completion of the Works, or any part thereof, at such times and upon such times as to the Engineer shall seem best, or
 - (ii) To provide such number of men or purchase such materials or both provide the men and purchase the materials as to him shall seem fit and proceed with and complete the said Works.
 - (iii) In relation to the foregoing provision (b)(i) and (ii), the Engineer shall charge any sums of money which may be paid or incurred by the Department for completing the said Contract against the Contractor and if such amount shall exceed the amount still to be paid to the Contractor under this Contract, then the Department shall have the right inter alia to recover such excess or any balance thereof from the Contractor by set off or legal proceedings.

1.35 Waiving of protection afforded by Prescription Act to the Contractor

The Contractor relinquishes and abandons any rights, advantage or benefits afforded by the Act on Prescription, Act 68 of 1969, or any similar existing or future Act regarding the prescription of any claim against the Contractor which may originate from the Contract and the Contractor undertakes not to tender the prescription of a relevant claim as defence against any such claim.

1.36 Waiver, Relaxation or Indulgence

No failure, relaxation, or indulgence on the part of the Engineer in exercising any power or right conferred upon him in terms of the Contract shall operate as a waiver of any such power or right, nor shall any single or partial exercise of such power or right preclude any other or future exercise thereof, or the exercise of any other right or power in terms of this Contract.

1.37 Handing over of site(s) of Contract Works at termination of Contract

At the termination of the Contract Period, or shortly thereafter, the Contractor shall make himself or a suitably qualified employee available for handing the site or sites of the Contract over to the Engineer or, in the presence of the Engineer to a newly appointed Contractor, as may be required. Defects related to the Contract or covered by the Conditions of Contract observed during the handing over, shall be the responsibility of the Contractor to rectify without delay.

The decision of the Engineer regarding the responsibility for, and any remedial steps required to rectify or eliminate said defects, shall be final and binding.

Should the Contractor fail to rectify the defects so established in the manner set out by the Engineer, the Engineer may, at his discretion, act according to any one or more of the measures set out in these conditions.

2. SPECIAL CONDITIONS OF TENDER

2.1 Type of Contract

This tender is intended to result in a direct contract between the Department of Public Works, Roads and Transport and the successful tenderer.

Work called for shall consist of the supply on order only of all materials, labour, tools, equipment, transport etc. for, maintenance work, repairs, replacement and/or erection of the items and equipment identified in the various sections hereunder.

2.2 Time for completion

This tender calls for the continuous availability for repairs and servicing of Transformer installations at the institutions as specified, for the period indicated.

2.3 Payment for work completed

2.3.1 Payments will be made on a regular monthly basis after receipt of an official invoice on or before the 7th day of each month, following the month for which payments are claimed.

Claims received after the 7th day of the month will be carried to the next month for payment.

2.3.2 Claims for payment shall be submitted on a monthly basis and shall consist of the following:

- (i) Description of work undertaken
- (ii) Official order (work order signed by the Representative of the Department)
- (iii) Number of hours worked supported by signed time sheets.
- (iv) Suppliers invoices for materials used.
- (v) Distance travelled in km for every category vehicle over and above that for any work included for in this contract.
- (vi) Acceptance certificate signed by the Representative of the Department.

In the event of the attendance register not being signed and completed, deductions on a pro-rata basis from the monthly progress claims will be made.

2.3.3 Tenderers must clearly state the rates to be charged in the spaces provided, and must complete the Price Schedule.

2.3.4 The Department reserves the right to add to or omit any plant to or from this contract.

2.4 Financial reports on tenderers:

The tenderer must, within 7 days from the date on which he was requested to do so, submit a full report on his financial standing from his banker.

2.5 Response Time and Work Progress

The Contractor shall at all times in the execution of his contract ensure that maintenance and repairs of equipment is done in such a manner as to disrupt services to a minimum, and to adhere to the Department's requirements and site instructions within the stipulated time and time spans allocated.

Note : Response Time

The Contractor shall commence with repair work within 24 hours after receipt of an instruction and immediately in the case of emergency repairs in accordance with Clause 1.20 of this contract.

2.6 Standard of maintenance and repair work

All maintenance and repair work will be executed in a workmanlike manner to the satisfaction of the Engineer.

The Engineer reserves the right to execute such repairs and replacements with his own staff or by any other means.

The Contractor will supervise his own workmen, provide his own tools, and where materials are used, this shall comply with the current SABS Specifications, except where otherwise requested by the Engineer. The completed repair work and maintenance shall comply with :

- a) The Occupational Health and Safety Act's of 1993 as amended and the regulations pertaining to the said Act and any SABS, BS or DIN specifications for materials and installations, which may be applicable.
- b) The SABS Code of Practice for Wiring of Premises SANS 10142-1, as amended.
- c) Government Provincial and Local Authorities Ordinances, Regulations, By-laws, Rules and other legal instructions.
- d) Standard Specifications of the Department.

In the event of failure of the Contractor to maintain and/ or repair any installation to the satisfaction of the Engineer, the latter reserves the right to make any arrangements necessary, or expedient in regard to said maintenance and/ or repairs to any installation appearing in the schedule attached hereto and the Contractor shall be liable to the Department for payment of any damage which the Department may suffer as a result of the Contractor's default or neglect.

2.7 Labour Rates

Labour rates asked for in the price schedule shall make provision for supervisors, operators and helpers and shall include all insurance, supervision, holiday allowances, incentive bonuses, profit, financing, insurance and guarantee cost, overheads, etc.

Time sheets, signed by the Representative of the Department, shall accompany all claims from the contractor for payment.

2.8 Commencement of work and official order

No Work shall be commenced without the approval of the representative of the Engineer, nor without an official order. When quotations are invited for services, no extra work requested by the Department shall be performed unless covered by a written instruction. Accounts submitted for extra work performed will not be entertained unless accompanied by a copy of such written instruction.

2.9 Quality of supervision

All supervision shall be carried out and the facility be kept in such a condition that the requirements of the Occupational Health and Safety Act no. 85 of 1993 and

regulations as amended, is satisfied in all respects. A high quality of cleanliness is required.

Any damages which may occur as a result of poor supervision shall be to the account of the Contractor. The Contractor will also be held responsible for the safety of all persons inside building.

The Contractor will be responsible and answerable for any legal proceedings resulting from non-compliance by him or his staff to the Act within the boundaries of the facility or such activities associated with the operation of the facility.

2.10 Accommodation and storage

The Contractor shall make all arrangements for accommodation of his workmen and for the safe storage of his tools, material and vehicles on site. Ablution facilities only will be provided.

All plant and materials stored on site must be suitably protected against deterioration through any cause whatsoever, including damage or loss by theft or otherwise. The Contractor shall remain fully responsible for all such plant and materials.

2.11 Acceptance of tenders

The Department reserves the right to accept or reject any or all tenders submitted. TENDERS may be accepted wholly or partly on a regional basis.

2.12 Distribution of work

Where more than one tender is accepted, the work will be distributed amongst the successful Tenderers at the discretion of the Department. Successful Tenderers shall therefore only be responsible for the equipment and institutions indicated on their letter of acceptance from the Department, unless otherwise notified in writing.

All Institutions have resident maintenance personnel, and it will be left to the discretion of the Department when and what work covered by this Contract, will be carried out by the successful Tenderer/s.

2.13 Transport and subsistence rates

Transport rates shall include travelling time and no separate claims for travelling time will be entertained.

Subsistence shall not be priced or paid separately and shall be included for in the labour rates as per this specification.

All rates will be calculated from a central point in Mpumalanga Province. Contractors must indicate this central point.

2.14 Labour rates and qualifications

Tenderers shall tender for an hourly labour rate for skilled artisan man-hours required to perform the work and the charge per man-hour shall be taken to cover all ancillary unskilled labour, use of workshop facilities, tools and all overhead and indirect expenses, subsistence and profit.

The Department shall have the right to ask for the submittance of the qualifications of an artisan employed by the Contractor in order to establish if the artisan is duly qualified.

The Contractor shall not make use of any Learner Artisan or Learner Technician labour unless under the supervision of a duly qualified Artisan.

2.15 Mark-up on materials and spare parts

A maximum mark-up of 20% on the suppliers nett invoiced value of materials and spare parts shall be allowed by the Department.

This mark-up shall include all profits, overheads, handling fees, guarantee, delivery to site etc.

This figure is not fixed and Tenderers wishing to submit a more competitive mark-up may do so if they wish to improve their tender position.

2.16 Logbooks

All WORK carried out shall be fully detailed in the applicable logbook supplied by the Department.

2.17 Accounts

2.17.1 The following information shall be reflected on all invoices:
(Refer also to clause 2.3)

- a) Name of institution with code number and region number.
- b) Official order number.
- c) Total number of hours worked and hourly rate.
- d) Detailed description of plant serviced/ repaired.
- e) Distance travelled in km.
- f) Detailed list of materials used.
- g) Daily summary of work performed and hours booked, in detail.
- h) Detailed list of extras claimed to which must be attached a copy of written instructions.
- i) Invoices/ quotes from suppliers.

2.17.2 Upon satisfactory completion of the work the Contractor shall submit his invoice in duplicate to the Representative of the Department at the specified delivery inspection.

2.18 Non-compliance

Failure to comply with any of the aforementioned clauses may invalidate the Tender or cause cancellation of the Contract.

2.19 Training

Tenderer/s shall indicate in the schedule of information whether they are prepared to assist the Department during the contract period with (a) on-site training of pupil artisans, and (b) upon mutual agreement, specific training at the Contractors workshop.

Should such training be called for the details shall be negotiated with the Contractor to obtain mutually acceptable training schedules, supervision, reporting, discipline etc.

2.20 Lubricants and cleaning materials

All cleaning materials and Lubricants will form part of this contract and will be supplied by the Contractor at his expense.

2.21 Tools and workmanship

The Contractor must provide all the tools required for the proper execution of the work at his own expense. He will be responsible for all tools and equipment which is required by the Inspector of Machinery when inspections are carried out.

2.22 Reporting

It is required of the Contractor to report to the representative of the Engineer on site before commencing with any work to ensure proper liaison and supervision of all work carried out.

2.23 Instructions

It will be noted that NO instructions from any personnel other than the representative of the Engineer : Department of Public Works should be carried out.

2.24 Faulty workmanship

All labour and transport costs, including those in connection with the breakdowns due to negligent and/or inadequate servicing on the part of the Contractor, or faulty and defective equipment and materials etc., supplied by the Contractor shall be for the expense of the Contractor.

2.25 Functioning

The Contractor shall not change or alter the functioning or design of any piece of equipment or part thereof, without the prior written consent of the Engineer.

2.26 Trained Staff

Servicing and repair work shall at all times be done by fully trained staff, and under no circumstances may untrained workers be left on site to do any minor work without proper supervision of trained staff.

The Contractor shall use competent trained staff directly employed and supervised by him and shall take all responsible care to repair and maintain the installations. The Department reserves the right to inspect the tenderer's premises for plant, equipment and general good management before tenders are awarded.

NOTE :

All technician's/ artisan's certificates of qualification and apprenticeship contracts shall be submitted with the tender for evaluation by this Department. A Statement of Experience gained and on what type of equipment shall be submitted with the tender for each artisan/ technician employed. By not complying with this clause, the tender may not be taken in consideration and may lead to disqualification.

2.27 Site Visit

It is essential that Tenderers visit the site, so as to acquaint themselves with the prevailing conditions and to check on the units to be serviced.

Inspection of the plants for the purpose of tendering is to be arranged with the Engineer : Department of Public Works, Nelspruit.

No claims stemming from the non-compliance with this requirement will be entertained.

2.28 Operation

Transformers are generally in operation 24 hours per day, 7 days a week.

2.29 Safety

It will be the responsibility of the Contractor to keep the installations safe and in good working order, and all plant rooms must be kept clean and tidy at all times. All work on plant shall conform to the requirements of the Occupational Health and Safety Act, 1993, as amended.

2.30 Corrosion

The Contractor will be responsible to prevent corrosion on all components of the serviced plant. Paint colours or combinations of colours applied to the plant shall be to the standards laid down by the Engineer which are available on request and will generally be the same as the original coat of paint.

2.31 Log books

It will be the Contractor's responsibility to enter into the log book (which will be supplied by the Department) all work carried out on any part of the plant whether it be regular servicing, repairs, breakdowns or even routine inspection of the plant.

2.32 Guarantee

The Contractor shall guarantee all repair work done for a period of three months, against poor workmanship.

2.33 Standby

The Contractor shall be required to provide a 24 hour, 365 day per year standby service so as to attend immediately to any emergency breakdowns that may occur.

2.34 Qualified Staff

The Contractor shall have qualified staff on site at all times when servicing and repair work is carried out.

2.35 Materials and spare parts

The Department reserves the right to either purchase materials and spare parts for use by and to supply it to the Contractor or alternatively to accept the materials and spare parts at prices submitted by the Contractor as per this agreement, whichever proves to be the most economical for the Department.

2.36 Consumables

All consumables required for the maintenance and servicing of the works shall be supplied by the Contractor. This includes all tools, testing equipment, transport, labour and scaffold as required. Under no circumstances are the Department's tools, equipment or materials to be utilised.

Tenderers are to base their tenders on the information listed in the schedules of equipment and additional information established during his site visit. It is the responsibility of the Tenderer to ensure that the quantities and technical information on which his tender is based are correct.

2.37 Invoices/Quotes from suppliers

Invoices or quotation forms from suppliers for materials shall accompany all claims from the contractor for payment. Where required by the Engineer three quotations for materials or a price of equipment must be submitted prior to the work being undertaken, except when purchases are made from sole agents or suppliers.

2.38 Official Order Form

- a) An official order for repairs shall be issued to the Contractor.
- b) Instructions for repairs may only be issued to the Contractors by the Engineer of appointed officials of the Department. For each repair, details regarding the defects shall be given to the Contractor in writing.

Special arrangements are applicable for emergency repairs.

- c) No payments shall be made for work executed without the necessary written authority.
- d) Payments can be delayed if order numbers do not appear on invoices submitted for payment.

3. TECHNICAL SPECIFICATION

3.1 General

Tenders are called for all the different Regions identified in sections above.

3.2 Sections of Work - Transformers/ Switch gear Installations

The following items of work are covered under this section.

T1 Transformers.

T2 HT Switchgear

3.3 Material of Equal Quality

New parts, components and materials used must be of equal specification to the component that is being replaced, conform to SABS specifications and must, where possible, carry the SABS mark of approval. Only genuine parts are acceptable and the use of pirate parts will not be allowed.

The Contractor shall cede to the Department all suppliers or factory guarantees of repaired or replaced components and ensure that such guarantees are not jeopardised in any way.

The serial numbers of original and new components such as hermetically sealed compressors, motors, etc. shall be entered on Job Cards and Invoices presented for payment. The guarantee cards for repairs or replaced components must also be attached to Job Cards.

All new parts and material used in this contract shall be guaranteed for a period of at least 12 months each.

3.4 Uncertainty about Scope

Should the Contractor be uncertain about the scope of any work to be executed under this Contract, the Department must immediately be requested in writing to clarify any uncertainties that may exist.

3.5 JOB CARD FOR REPAIRS

Job Cards shall be completed in all respects for each and every repair undertaken.

The Contractor shall, in the event of repairs or replacements becoming necessary, submit an estimate of the cost of the work concerned to the Engineer and on receipt of instructions to that effect, put the work in hand. The Engineer reserves the right to execute such repairs and replacements with his own staff or by other means.

The Contractor must provide at his cost his own supply of job cards in accordance with the example included herein. The Job Card must be completed legibly in ink after completion of each repair and all unused lines must be cancelled. In addition to the original completed Job Card submitted with the account, the Contractor must submit a copy of the Job Card to the User Department for audit purposes, and for verification of the deletion of the unused lines.

3.6 Submission of Suppliers Invoice

Contractors shall submit original suppliers' invoices in respect of new parts, components and material purchased for any repairs, attached to all accounts where repairs were executed. Descriptions like "1 x compressor" or "1 x wire" is not acceptable and shall lead to the delay of payments. The full description that is essential to order such an item from a supplier, i.e.

serial number, size, capacity, etc. shall be listed on the account.

NOTE : Should the Contractor's price for material/ new parts/ components be abnormally high, the Department reserves the right to obtain written quotations for such material/ new parts/ components from other independent suppliers and adjust the Contractor's price accordingly.

A separate invoice for each installation or plant item shall be submitted for repairs executed.

3.7 Access Cards and Security

The Tenderer shall acquaint himself with the security arrangements at the various Institutions and allow for costs to obtain access during normal office hours as well as access after-hours for emergency or scheduled work.

3.8 Standards

All Transformers will be serviced to ESKOM standards and SANS specifications.

3.9 Additional Special Conditions

3.9.1 Response Time

The maintenance Contractor shall respond to all breakdown calls within TWO (2) working hours of receipt of the call, night or day.

In the event of the maintenance Contract not responding in the required time, the Department reserves the right to call any other Contractor to carry out the repairs and any additional costs incurred will be for the account of the maintenance Contractor.

Only EMERGENCY REPAIRS may be carried out after hours at overtime rates.

3.9.2 Associated Electrical Work

The Contractor will be required to undertake repairs to electrical work associated with control systems, protection equipment, including power conductors, etc. i.e. the total electrical installation.

NOTE : ALL SUCH WORK SHALL BE CARRIED OUT BY, OR UNDER, THE SUPERVISION OF A LICENSED ELECTRICIAN ONLY, and all work done shall comply with the Standard Regulations.

3.9.3 Contractor's Ability

Tenders will have to satisfy the Department in all respects that their artisans/ technicians are suitably qualified to carry out the specified serving/ maintenance/ repairs to the equipment contemplated under this Contract.

3.9.4 Profit on Non-scheduled Material

Percentage mark-up is allowed on non-scheduled material, parts and components only and not on labour, transport and subcontractor's services. **The total discount obtained from the supplier shall be credited to the Department.** The percentage mark-up shall then be calculated on the total discount price excluding VAT.

3.9.5 Sub-Contractors

Should the Contractor wish to make use of subcontractors, he shall apply to the Department for approval before he makes use of their services.

3.9.6 Profit on Subcontractor's Work

The Contractor's percentage mark-up shall only be applicable to spares and material used by the Subcontractor and not on labour charges.

Mark-up on spares and material will be allowed only as per these contract conditions on original suppliers prices only, no additional mark-up for subcontractors will be allowed.

4. SCHEDULE OF RATES

4.1 General

- i) All rates are VAT excluded.

4.2 WORK ON OFFICIAL ORDER ONLY

1. **SCOPE OF WORK**

Three phase Distribution type transformers of the following sizes:

From 25 KVA to 2 MVA
All non standard sizes between 25 KVA to 2 MVA
All sizes single phase transformers

2. **QUALITY OF MATERIALS**

All materials used for the repair shall be new and best quality. All parts shall be manufactured of such materials that they will withstand the variations of temperature due to service conditions without affecting the strength and suitability of the parts for the purpose, which they have to perform.

3. **OPERATING VOLTAGE AND SYSTEM FAULT LEVEL**

The equipment is intended for use on an 11 kV, 22 kV and 33 kV, 3- phase, 3- wire, 50 Hertz alternating current system and shall be rated for continuous operating. The secondary windings shall supply a 3 – phase, 4 – wire system.

4. **STANDARDS**

The transformer shall comply with the requirements of the latest edition and amendments of:

S.A.B.S. 780	:	Distribution transformers
S.A.B.S. 555	:	Insulating oil for transformers and switches
S.A.B.S. 1037	:	High and low voltage bushings
S.A.B.S. 064	:	Preparation of steel surface for painting
S.A.B.S. 1091	:	National colour standards for paints

5. **RATING**

The transformers shall comply with its original design rating.

6. **TYPE OF COOLING**

The transformer shall comply with its original design.

7. **INSULATING OIL**

All transformers shall be supplied filled to the normal working level with low viscosity insulating oil, which shall be in accordance with SABS 555.

8. **LOSSES**

Transformer losses shall be as near as possible to losses specified in original design.

9. TEMPERATURE RISE

The temperature rise shall be in accordance with Clause 4.3 of SABS 780.

10. CORE FIXING ARRANGEMENTS

Guides shall be provided inside each tank to locate the core and windings securely and properly earthed.

11. NOISE LEVEL

The noise and vibration level shall be in accordance with the values given in SABS 780.

12. DRYING OUT

Transformers shall be thoroughly dried out at the tenderers works prior to dispatch and shall be delivered ready for services.

13. PAINTING AND PROTECTION AGAINST CORROSION

Protection against corrosion shall be in accordance with Clause 3.34 of SABS 780.

All exposed screw threads shall be in accordance with Clause 3.24 of SABS 780.

14. TESTS

Two copies of the record of results of all tests carried out on each transformer shall be supplied.

The Department is given the right to witness all tests in the factory. Fourteen days notice will be given of the date of factory tests and shall ensure that all tests shall be performed together as closely as practicable.

15. INSULATION LEVELS

Transformers when assembled and ready for service shall be guaranteed to be capable of SABS 780. Table II for system voltage.

16. GUARANTEE

The tenderer shall guarantee that the repair affected will give satisfactory and efficient service for a period of not less than 12 months from the date of receipt of the equipment. During this period he shall be responsible for the maintenance of the equipment and shall undertake to replace of repair, with the minimum of delay and free of charge, any component, which may fail due to poor quality, faulty material or poor workmanship during repair, fair wear and tear only accepted.

17. REPAIR TIME

The tenderer must guarantee and maintain a turn around time of 3 weeks.

ANNEXURE A SAMPLE JOB CARD

Tender No. : _____

JOB CARD		INSTITUTE :		Job Card Serial No.	
Order No. :		REGION :			
		DATE :		CLASSIFICATION	
PLANT DESCRIPTION :				REPAIRS	
JOB REQUEST :		REQUESTED BY :		APPROVED BY :	SPECIAL REQUEST
Please carry out the following work: _____				EMERGENCY CALL OUT	
				CALL OUT DETAIL :	
				DATE	
				TIME NOTIFIED	
				TIME ARRIVED	
JOB REPORT		DETAILS OF WORK DONE			
DATE:		TIME ON :		TIME OFF :	
				TECHNICIAN/ ARTISAN :	
LABOUR, MATERIAL USED AND COSTING					
1) Material included in Tender Price :					
Artisan	hours worked	Rate R c			
2) Material used :					
Quantity	Nett Price	Mark-up	Description (Schedule Ref. And Cat. No.)		R c
			TOTAL		
					SUB-TOTAL
					VAT
					TOTAL
WORK COMPLETED (Contractor)			Work accepted on behalf of Chief Directorate : Works		
Signature :			Signature :		
Date :			Date :		
Time :			Time :		

ANNEXURE B
SAMPLE
REPAIR WORK ACCEPTANCE CERTIFICATE

ORDER No.

INSTITUTION	:	
CODE	:	
REGION	:	
CONTRACTOR	:	
CONTACT PERSON	:	

Description of Works/ Part of Works Completed : _____		
Delivery Date :	Rectification Date :	Completion Date : :

This is to certify that first/ final delivery of the above mentioned works was taken on the date as indicated.

Name : _____
Position : _____
Signature : _____

Representative of Department of Public Works

Regional Office : _____
Date : _____

Issue of this certificate is noted and agreed to on behalf of the Contractor

Contractor's Representative

SIGNATURE

DATE



TAX CLEARANCE

TCC 001

Application for a Tax Clearance Certificate**Purpose**Select the applicable optionTenders ☐ 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
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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:

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

- 23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.
- 23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:
- (i) the name and address of the supplier and / or person restricted by the purchaser;
 - (ii) the date of commencement of the restriction
 - (iii) the period of restriction; and
 - (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

**25. Force
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for insolvency**

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

**27. Settlement of
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
 - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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