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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS

BID NUMBER: CGT/089/21/MP

FRAMEWORK CONTRACTS FOR THE SERVICE OF MANAGEMENT CONTRACTORS FOR THE RENEWAL, MAINTENANCE, REPAIR AND OPERATION OF MUNICIPAL ROADS AND STORM WATER INFRASTRUCTURE WITHIN MPUMALANGA PROVINCE

ISSUED BY:

Department of Co-operative Governance & Traditional Affairs
Private Bag X11304
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 CO-OPERATIVE GOVERNANCE & TRADITIONAL AFFAIRS					
BID NUMBER:	CGT/089/21/MP	CLOSING DATE:	08 NOVEMBER 2021	CLOSING TIME:	12H00
DESCRIPTION	FRAMEWORK CONTRACTS FOR THE SERVICE OF MANAGEMENT CONTRACTORS FOR THE RENEWAL, MAINTENANCE, REPAIR AND OPERATION OF MUNICIPAL ROADS AND STORM WATER INFRASTRUCTURE WITHIN MPUMALANGA PROVINCE				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
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.					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs& QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]		
SIGNATURE OF BIDDER	DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY	COGTA		CONTACT PERSON	Ms L Van der Walt	
CONTACT PERSON	Mr TG Nzimande		TELEPHONE NUMBER	013 766 6584	
TELEPHONE NUMBER	013 766 6374		FACSIMILE NUMBER		
CELL. NUMBER			E-MAIL ADDRESS		
FACSIMILE NUMBER					
E-MAIL ADDRESS	gnzimande@mpg.gov.za				

PART B TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:								
<p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE</p> <p>1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES), B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.</p> <p>1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.6. OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID</p>								
2. TAX COMPLIANCE REQUIREMENTS								
<p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p>								
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS								
<table style="width: 100%; border: none;"> <tr> <td style="width: 70%;">3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> <tr> <td>3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?</td> <td style="text-align: right;"><input type="checkbox"/> YES <input type="checkbox"/> NO</td> </tr> </table> <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p>	3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO	3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							
3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO							

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.



**co-operative governance
& traditional affairs**

**MPUMALANGA PROVINCE
REPUBLIC OF SOUTH AFRICA**

Department of Cooperative Governance and Traditional Affairs (COGTA)

Cooperative Governance & Traditional Affairs (CoGTA)

REPUBLIC OF SOUTH AFRICA

Tender No. CGT/

**Framework contracts for the services of management contractors for the renewal,
maintenance, repair and operation of municipal Roads and Storm water
infrastructure within Mpumalanga Province**

PROCUREMENT DOCUMENT

(Based on NEC3 Term Service Contract – Option B)

July 2021

Issued by:

Department of Cooperative Governance and Traditional Affairs
COGTA Samora Machel,
Riverside Park,
Mbombela, 1200
Mpumalanga Province

Name of Tenderer:

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Stormwater infrastructure within Mpumalanga Province

Contents

Number Heading

THE TENDER

Part T1: Tendering procedures

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: Agreements and Contract data

C1.1 Form of offer and acceptance

C1.2 Contract data
Part 1 – Data by the *Employer*
Part 2 – Data by the *Contractor*

C1.3 Performance bond

C1.4 MBD 6.2 – Local Content

Part C2: Pricing data

C2 Pricing data

Part C3: Scope of work

C3 Scope of work

Annexure 1: Proforma Task Order

Annexure 2: Regions for framework contracts

Annexure 3: COGTA Occupational Health and Safety Specification for Construction Works

Annexure 4: Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

Annexure 5: Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

Annexure 6: Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the
renewal, maintenance, repair and operation of municipal Roads and Stormwater
infrastructure within Mpumalanga Province**

T1.1 Tender Notice and Invitation to Tender

The Department of Cooperative Governance and Traditional Affairs (COGTA) is a Government Component within the Ministry for Cooperative Governance and Traditional Affairs (CoGTA). The Department of Cooperative Governance and Traditional Affairs (COGTA) has invited expressions of interest for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide management contractor services relating to the maintenance, repair and operation of municipal water infrastructure within Mpumalanga Province

COGTA will enter into framework contracts with a successful tenderer. Organs of state including departments, public entities, municipalities and municipal entities may make use of this framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option B).

Only tenderers who were invited to submit tenders following a call for Expression of Interest for this contract are eligible to submit tenders.

The Tender Documents will be available from **e-Tender Publication Portal** (www.etenders.gov.za) of National Treasury of the Republic of South Africa from date of publication of the Notice of Request for Proposals in Government Tender Bulletin and/ or any national media. Any queries related to e-Tender Publication must be communicated with eTenders@treasury.gov.za or by contacting the Office of Chief Procurement Officer through Supply Chain Call Centre on 012 406 9222).

Technical enquiries shall be directed to COGTA SCM as stated on the advert. Please note that response(s) to enquiries will be communicated to all tenderers who would have attended the compulsory briefing session. Therefore, it is a responsibility of tenderers or their representatives to record correctly their email addresses in the compulsory briefing session attendance register. COGTA does not take any responsibility for wrongly and/ or illegibly written email addresses.

The closing time for receipt of tenders is as stated on the advert.

Tenders may only be submitted on the tender documentation that is issued.

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

Issued by:

Head of Department
Department of Cooperative Governance and Traditional Affairs
Mpumalanga Provincial Government

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Stormwater infrastructure within Mpumalanga Province

T1.2 Tender Data

The conditions of tender are the latest edition of SANS 10845-3, *Construction Procurement – Part 3: Standard conditions of tender*.

SANS 10845-3 makes 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 provisions of SANS 10845-3.

Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause number	Tender Data
3.1	The employer is the Department of Cooperative Governance and Traditional Affairs
3.2	The tender documents issued by the employer comprise the documents listed on the contents page
3.3	<p>The employer's agent is:</p> <p>Name: The Head of Department</p> <p>Physical Address: Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200</p> <p>Mpumalanga Province Telephone: (013) 766 6441</p> <p>Email: jsmzobe@mpg.gov.za</p>
3.4	The language for communications is English
4.1	Only those tenderers who have been invited following a call for expressions of interest for this contract and were successful are eligible to submit tenders and have their tenders evaluated.
4.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
4.12	No alternative tender offers will be considered
4.13.1	Parts of each tender offer communicated on paper shall be submitted as an original, plus one copy.

4.13.5 4.15	<p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p>Location of tender box: Reception area of COGTA Offices</p> <p>Physical Address: Department of Cooperative Governance and Traditional Affairs COGTA Samora Machel, Riverside Park, Mbombela, 1200</p> <p>Identification details: Reference no, Title of Tender and the closing date and time for tenders</p>
4.13.5	Tender document shall be submitted as original, one copy of the original and one scanned copy of the original completed and signed tender documents in a CD or Flash Drive.
4.13.4	<p>The tenderer is required to meet the following conditions in addition to the requirement for eligibility criteria as mentioned in Clause 4.1:</p> <ol style="list-style-type: none"> 1. All declaration pages fully completed, signed and submitted. 2. The tender documents completed in all respect, signed off by the authorised person of the tenderer wherever spaces are provided in permanent ink. 3. None of the documents have correction fluid on them. Any wrong entry, in case of correcting, stroked out by a single stroke and initialled by the Authorised signatory 4. The tender documents issued by COGTA are not tampered with and the content remains unchanged. 5. Tenderers (including each member of joint venture or consortium or partnership agreement) must submit proof of registration with the National Treasury's Central Supplier Database (CSD). The CSD registration report must indicate but not limited to: Supplier Identification, Supplier Contact Information, Supplier Address, Supplier Bank Account, Tax Information and Company Directors). Tenderers must ensure that they are registered on the CSD before submitting the Tenders. 6. In the event that the project value is above R30 million when the package order is issued by municipalities, bidders shall comply with clause 14 (subcontracting as a condition of tender for procurement above R30 million) of the Preferential Procurement Regulations, 2017. 7. COGTA or the municipality reserves the right to guide the process of sub-contracting.
4.13.6	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
4.15	The closing time for submission of tender offers is 11:00 am as stated in the Tender Notice and Invitation to Tender.
4.16	The tender offer validity period is 90 days exclusive of closing date but inclusive of 90 th day.
5.1	The employer will respond to requests for clarification received up to 7 working days before the tender closing time.
5.2	The employer shall issue addenda until 3 working days before tender closing time.
5.4	The time and location for opening of the Tender offers are as detailed in the Tender notice and invitation to tender (ref: T1.1) or in any addendum thereafter if applicable.
5.11.1	The financial offer will be reduced to a comparative basis using the Tender Assessment Schedule.

5.11.5

The procedure for the evaluation of responsive tenders is Method 4 (Financial offer, Quality and Preference). The total number of tender evaluation points (T_{EV}) shall be determined in accordance with the following formula.

$$T_{EV} = f_1 (N_{FO} + N_P) + f_2 N_Q$$

where f_1 and f_2 are fractions, f_1 equals 1 minus f_2 and f_2 equals 0.5.

N_{FO} is the number of tender evaluation points awarded for the financial offer made in accordance with 5.11.9.

The score for financial offer (N_{FO}) is calculated using the 80/20 Preference Point System formula:

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

where a maximum of **90 points** is allocated for price

P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{min} = Comparative price of lowest acceptable bid

N_P is the number of tender evaluation points awarded for preferences claimed in accordance with the Preferential Procurement Regulations 2017 (ref: Referencing Schedule), a maximum of **10 points** will be awarded to tenderers who complete the referencing schedule and who are found to be eligible for the preference claimed.

N_Q is the number of tender evaluation points awarded for quality offered in accordance with clause 5.11.9 where maximum points for qualification is **100**

5.11.9

The quality criteria and maximum score in respect of each of the criteria are as follows:

Quality Criteria	Maximum Number Of Points
Experience In The Industry	25
Human Resources – Project Engineer	25
Human Resources - Site Agent	10
Availability Of Key Plant And Equipment From The Tenderer	25
Experience Of Tenderer	10
Financial Resources - Bank Letter	5
Maximum Possible Score For Quality (M_s)	100

The minimum number of evaluation points for quality is 70.

5.13	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer is registered on the Central Supplier Database (CSD) for the South African government (see https://secure.csd.gov.za/) unless it is a foreign supplier with no local registered entity b) the tenderer is in good standing with SARS according to the Central Supplier Database; c) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; d) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Supply Chain Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; and e) the tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process.
5.17	<p>The number of paper copies of the signed contract to be provided by the employer is one.</p>
	<p>The additional conditions of tender are:</p> <p>Notwithstanding the requirements of 5.11, a limited number of contracts will be entered into with the highest scoring tenderers. to ensure that there is sufficient capacity to satisfy the anticipated demand.</p> <p>In the event that there is no responsive tender, a contract may be negotiated with the most competitive unsuccessful tenderers from an adjacent region.</p>

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

**Framework contracts for the services of management contractors for the
maintenance, repair and operation of municipal water infrastructure within the
Mpumalanga Province**

T.2.1 List of compulsory returnable documents

1 Returnable Schedules required for tender evaluation purposes

The tenderer must complete the following returnable schedules as relevant:

- Record of Addenda to Tender Documents
- Proposed Amendments and Qualifications
- Compulsory Declaration
- Preferencing Schedule: Broad Based Black Economic Empowerment Status
- Schedule 1: Experience of the tenderer
- Schedule 2: Experience of key person (service management)
- Schedule 3: Plant and Equipment
- Schedule 4: Approach paper
- Duly signed bid documents (each page initialled) including all the attached SBD forms.
- Legally signed Joint Venture Agreement (in case of a JV)
- Contractor Registration for Incorporation or of Company Registration Document
- Proof of CIDB registration certificate (**minimum CIDB grading 4CE or 4ME**)
- Proof of registration on Central Supplier Database
- Shareholders' Agreements / Share Certificates / Memorandum of Association For Companies
- A valid and active **TAX COMPLIANCE STATUS** Certificate / Pin issued by the South African Revenue Services
- Valid Letter of Good Standing from the Department of Labour or Proof of Compensation for Occupational Injuries and Diseases Act, 1963 (No. 130 of 1993) (Letter for Tender purposes will not be accepted)
- SBD 1, SBD2, SBD 4, SBD 6.1, SBD 6.2, SBD 8, SBD 9 and GCC
- Fully completed Bill of Quantities

2 Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- Affidavit or Verification certificate from a verification agency accredited by SANAS and recognized as an Accredited B-BBEE Verification Agencies (see www.sanas.co.za/directory/bbee_default.php), a registered auditor approved by IRBA, or a sworn affidavit in the case of a qualifying small enterprise or exempted micro enterprise, if preference points are claimed in respect of Broad-Based Black Economic Empowerment.

3 C1.1 Offer portion of Form of Offer and Acceptance

4 C1.2 Contract Data (Part 2)

The Tenderer's attention is drawn to Part 2 of the Contract Data which requires the Tenderer to enter a direct fee percentage and a subcontracted fee percentage which are applied to Defined Cost in order to calculate the Prices for Services Done to Date and the Prices.

Failure to tender the percentages in Part 2 of the Contract Data or to sign the form of offer and acceptance will result in the tender being declared non-responsive.

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.		
9.		
10.		

Attach additional pages if more space is required.

Signed _____ Name _____ Tenderer _____	Date _____ Position _____
---	------------------------------------

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 5.8 of SANS 10845-3 regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed

Date

Name

Position

Tenderer

Compulsory Declaration

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

Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
--	--

Section 3: SARS Information

Tax reference number	
VAT registration number:	<i>State Not Registered if not registered for VAT</i>

Section 4: CIDB registration number

CIDB Registration number (if applicable)	
---	--

Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

Section 6: Particulars of principals

principal: means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number

Attach separate page if necessary

Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- | | |
|---|---|
| a member of any municipal council | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

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

Name of principal	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 8: Record of family member in the service of the state

family member: a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 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 | 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 any provincial legislature | |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity |
| a member of the board of directors of any municipal entity | an employee of Parliament or a provincial legislature |
| an official of any municipality or municipal entity | |

Name of family member	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 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes No (Tick appropriate box)

If yes, provide particulars (interest separate page if necessary)

Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
 - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
 - b) National Treasury's Database of Restricted Suppliers (see www.treasury.gov.za)
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc.) or intention to not win a tender;
- vi) has 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;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

Signed

Name

Date

Position

Enterprise name

.....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of

the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

Preferencing schedule: Broad Based Black Economic Empowerment Status

Preamble

Section 10(b) of the Broad-Based Black Economic Empowerment Act of 2003 (Act No. 53 of 2003) states that *“Every organ of state and public entity must take into account and, as far as is reasonably possible, apply any relevant code of good practice issued in terms of this Act in developing and implementing a preferential procurement policy.”*

A number of codes of good practice have been issued in terms of Section 9(1) of the B-BBEE Act of 2003 including a generic code of good practice and various sector codes. The sector codes vary the metrics, weightings and targets used in the generic code of good practice to establish the overall performance of an entity and its B-BBEE status. The B-BBEE status needs to be assessed in accordance with the applicable code.

1 Conditions associated with the granting of preferences

Tenderers who claim a preference shall provide sufficient evidence of their B-BBEE Status in accordance with the requirements of section 2 in respect of the applicable code as at the closing time for submissions, failing which their claims for preferences will be rejected.

2 Sufficient evidence of qualification

2.1 Exempted micro enterprises

Sufficient evidence of qualification as an Exempted Micro-Enterprise is:

- a) a registered auditor’s certificate or similar certificate issued by an accounting officer as contemplated in the Close Corporation Act of 1984 in respect of the entity’s last financial year or a 12-month period which overlaps with its current financial year; or a certificate issued by a verification agency and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit - B-BBEE Exempted Micro Enterprise (see www.thedti.gov.za/gazettes/Affidavit_EME.pdf)

2.2 Enterprises other than micro exempted enterprises

Sufficient evidence of B-BBEE Status is:

- a) an original or certified copy of the certificate issued by a verification agency accredited by the South African National Accreditation System (SANAS) or registered auditors approved by Independent Regulatory Board for Auditors (IRBA) and which is valid as at the closing date for submissions; or.
- b) a sworn affidavit – B-BBEE Qualifying Small Enterprise (see www.thedti.gov.za/gazettes/BBEE_QUALIFYING_SMALL_ENTERPRISE.pdf)

3 Tender preferences claimed

The scoring shall be as follows:

B-BBEE status determined in accordance with the preferencing schedule for Broad-Based Black Economic Empowerment	% max points for preference
Form not completed or no-complaint contributor	0
Level 8 contributor	10
Level 7 contributor	20
Level 6 contributor	30
Level 5 contributor	40
Level 4 contributor	50
Level 3 contributor	80
Level 2 or contributor	90
Level 1 contributor	100

4 Declaration

The tenderer declares that

- a) the tendering entity is a level contributor as stated in the submitted evidence of qualification as at the closing date for submissions
- b) the tendering entity has been measured in terms of the following code *(tick applicable box)*
 - Generic code of good practice

 - Other – specify
- c) the contents of the declarations made in terms of a) and b) above are within my personal knowledge and are to the best of my belief both true and correct

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tenderer confirms that he / she understands the conditions under which such preferences are granted and confirms that the tenderer satisfies the conditions pertaining to the granting of tender preferences.

Signature :

Name :

Duly authorised to sign on behalf of :

Telephone :

Fax: Date :

Name of witness Signature of witness

- Note:**
- 1) Failure to complete the declaration will lead to the rejection of a claim for a preference
 - 2) Supporting documentation of the abovementioned claim for a preference must be submitted with the tender submission to be eligible for a preference

FUNCTIONALITY (TECHNICAL)

The table below lists the returnable schedules that set out the scoring criteria and sub criteria, and the percentage weighting for the score achieved against the relevant schedule to be used for functionality.

FUNCTIONALITY TEST											
1	EXPERIENCE IN THE INDUSTRY: LIST OF SIMILAR (ROADS AND STORMWATER) PROJECTS SUCCESSFULLY COMPLETED WITH COMPLETION CERTIFICATES Points are not cumulative	Maximum Points = 25	Reference Page No.								
	Experience of Tenderer in Roads and Stormwater Infrastructure Projects successfully completed will be scored as follows: <i>(Submit a list of all projects completed with contact details and Completion Certificates for bidders respective CIDB grade)</i> A copy of the Completion Certificate per project is to be attached in order to claim points during the evaluation process. Failure to submit the above will result in no points being allocated during pre-qualification. Compulsory submission of valid CIDB 4CE or 4ME certificate	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">> 5 Projects</td> <td style="width: 50%; text-align: right; padding: 5px;">25 Points</td> </tr> <tr> <td style="padding: 5px;">≥ 3 but < 5 Projects</td> <td style="text-align: right; padding: 5px;">20 Points</td> </tr> <tr> <td style="padding: 5px;">≥ 1 but < 3 Projects</td> <td style="text-align: right; padding: 5px;">15 Points</td> </tr> <tr> <td style="padding: 5px;">Less than 1Project</td> <td style="text-align: right; padding: 5px;">0 Points</td> </tr> </table>	> 5 Projects	25 Points	≥ 3 but < 5 Projects	20 Points	≥ 1 but < 3 Projects	15 Points	Less than 1Project	0 Points	
> 5 Projects	25 Points										
≥ 3 but < 5 Projects	20 Points										
≥ 1 but < 3 Projects	15 Points										
Less than 1Project	0 Points										
2	HUMAN RESOURCES – Project Engineer Points are not cumulative	Max Points = 25 (a + b)	Reference Page No.								
	(a) Number of years in Roads and Stormwater projects	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">> 5 Years</td> <td style="width: 50%; text-align: right; padding: 5px;">10 Points</td> </tr> <tr> <td style="padding: 5px;">≥ 3 but ≤ 5 Years</td> <td style="text-align: right; padding: 5px;">8 Points</td> </tr> <tr> <td style="padding: 5px;">≥ 1 but < 3 Years</td> <td style="text-align: right; padding: 5px;">5 Points</td> </tr> <tr> <td style="padding: 5px;">Less than 1 Year</td> <td style="text-align: right; padding: 5px;">0 Points</td> </tr> </table>	> 5 Years	10 Points	≥ 3 but ≤ 5 Years	8 Points	≥ 1 but < 3 Years	5 Points	Less than 1 Year	0 Points	
> 5 Years	10 Points										
≥ 3 but ≤ 5 Years	8 Points										
≥ 1 but < 3 Years	5 Points										
Less than 1 Year	0 Points										
	(b) Technical Qualifications <i>(CV and certified copies to be submitted)</i> <i>(Anything below National Diploma Engineering will be allocated 0 points)</i>	<table style="width: 100%; border-collapse: collapse;"> <tr> <td style="width: 50%; padding: 5px;">Professional Registration with(ECSA)</td> <td style="width: 50%; text-align: right; padding: 5px;">15 Points</td> </tr> <tr> <td style="padding: 5px;">BSc / B-Tech or higher</td> <td style="text-align: right; padding: 5px;">10 Points</td> </tr> <tr> <td style="padding: 5px;">Diploma</td> <td style="text-align: right; padding: 5px;">8 Points</td> </tr> <tr> <td style="padding: 5px;">No Qualification</td> <td style="text-align: right; padding: 5px;">0 Points</td> </tr> </table>	Professional Registration with(ECSA)	15 Points	BSc / B-Tech or higher	10 Points	Diploma	8 Points	No Qualification	0 Points	
Professional Registration with(ECSA)	15 Points										
BSc / B-Tech or higher	10 Points										
Diploma	8 Points										
No Qualification	0 Points										

3	HUMAN RESOURCES - SITE AGENT Points are not cumulative	Maximum Points = 10	Reference Page No.
	<p>Experience in Roads and Stormwater Infrastructure Projects</p> <p><i>(CV to be attached)</i></p> <p>N/B: Professional Key Personnel are required for the duration of the project.</p> <p>For each personnel must be a fully completed and shortened CV for each Key Personnel Member submitted.</p> <p>Each CV should be structured under the following headings:</p> <ol style="list-style-type: none"> 1. Personal particulars <ul style="list-style-type: none"> • Name • Date and place of birth • Place(s) of tertiary education and dates associated therewith. 2. Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) 3. Overview of post graduate experience (year, organization and position) 4. Outline of recent and current assignments / experience that has bearing on the required service and extent of involvement of this project 5. Contact references 	<p>More than 10 Years 10 Points</p> <p>More than 5 but less than and equal to 10 Years 8 Points</p> <p>More than 2 but less than and equal to 5 Years 6 Points</p> <p>Less than 2 Years 4 Points</p>	
4	AVAILABILITY OF KEY PLANT AND EQUIPMENT FROM THE TENDERER Points are not cumulative	Maximum Points = 25	Reference Page No.
	<p>A maximum of 25 points will be allocated as indicated below for Plant and Equipment owned by the Tenderer, and which will be available for the project, should the Tenderer be successful. Resources to be hired by the Contractor: If the Contractor does not own some or any of the Plant listed below, and chooses to hire some or all of the required Plant, Points for hired Plant will only be allocated if an Letter of Intent is attached from a Plant Hire Company.</p>		

	Type of Plant or Equipment	Number of Plant or Equipment	Maximum Points for Owned or hired Plant	ReferencePage No.
	Motor grader 150 kW - 160 kW	One	5	
	Water tanker 5 000 litre	One	5	
	Self propelled vibrating roller (5 900 - 12 000 kg)	One	5	
	Tipper Truck	One	5	
	Plate compactors & tampers	One	5	
5	EXPERIENCE OF TENDERER Points are not cumulative		Maximum Points = 10	Reference Page No.
	Bidders must attach their company registration document to validate the total number of years the company/firm has been in the industry/business/existence/operation	> 5 Years ≥ 3 but ≤ 5 Years ≥ 1 but < 3 Years Less than 1 Year	10 Points 8 Points 6 Points 2 Points	
6	FINANCIAL RESOURCES - BANK LETTER Points are not cumulative; only highest applicable points will be awarded		Maximum Points = 5	Reference Page No.
	This must be supported by the submission of a valid Institution (Bank). Letter must not be older than 3 months. Tenderers who do not receive a Letter of (Bank) will be disqualified.	Bank letter attached No bank letter submitted	5 Points 0 Points	
TOTAL FUNCTIONALITY POINTS			100 POINTS	

Threshold for pre-qualification is 70% (or minimum of 70 points) for the tenderer to be selected to participate in a closed tender process.

Tenderer that fail to achieve the minimum score for pre-qualification will not be eligible for selection to participate in a closed tender process. A more detailed explanation of the pre-qualification criteria is given above

Note:

- Should the relevant bidder/s meet the minimum required percentage or minimum points, they will be evaluated in terms of price and preference as per the PPPFA Act, No.5 of 2000 and its associated Regulations issued by the National Treasury.

COMPANY PROFILE

Bidders are required to submit a Company Profile that records evidence of previous work which substantiate their ability to undertake specific tasks.

The Company Profile must include the following items:

- Company Registration Documents
- Latest Financial Statements
- VAT Registration Certificate
- Letter of Good Standing (COIDA) and proof of good standing with the Unemployment Insurance Fund (UIF) if applicable
- OHS Policy
- Quality Management Plan (if any)
- Environmental Management Plan (if any)
- **Submit a list of all projects completed with contact details and Completion Certificates**
- **Project Engineer and Site agent: Details and Qualifications of Personnel. Proof of, comprehensive curriculum vitae's and qualifications for Key Personnel must be attached with the tender submission**
- **Proof of ownership of all machinery and equipment and/or Intent to Hire letters**
- **Proof of Experience in the Industry company registration document**
- **Proof of a valid confirmation of professional indemnity insurance letter**
- **Proof of Registration with Professional Bodies (E.g. CIDB, LGSETA)**
- **Proof of valid CIDB Contractor Grading**
- **Certified copy of workmen's compensation certificate , Act No. 4 of 2002**
- **Certified copy of Unemployment Insurance Certificate, Act No. 4 of 2002**
- Certified copy of Incorporation (if tenderer is a Company)
- Certified copy of Founding Statement (if tenderer is a Closed Corporation)
- Certified copy of Partnership Agreement (if tenderer is a Partnership)
- Curriculum Vitae of the Health and Safety Officer the successful tenderer intends appointing in accordance with the Occupational Health and Safety Act, Act No. 85 of 1993
- Curriculum Vitae of all supervisory staff and safety personnel

1. Please note that all copies of qualifications must be certified. Copies of certified documents will not be accepted.
2. All Attachments should be properly serialised and an index attached

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Stormwater infrastructure within Mpumalanga Province

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 provision of works as described in Part 1 of the Contract Data.

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 authorised, 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 for an amount to be determined in accordance with the conditions of contract identified in the Contract Data without any guarantee regarding a quantum of work.

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 including the Schedule of Deviations (if any) to the tenderer before the end of the period of validity stated in the Tender Data, or other period as agreed, whereupon the tenderer becomes the party named as the *Contractor* in the conditions of contract identified in the Contract Data.

Signature(s)

Name(s)

Capacity

**For the
tenderer:**

(Insert name and address of organisation)

Name &
signature of
witness

Date

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 Form of Offer and Acceptance)
Part C2	Pricing Data
Part C3	Scope of Work

and drawings and documents (or parts thereof), which may be incorporated by reference into the above listed Parts.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Returnable 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 Form of Offer and Acceptance. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The tenderer shall within two weeks of 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 securities, 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 fulfil 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(s)

Name(s)

Capacity

Head of Department

**for the
Employer**

Department of Cooperative Governance and Traditional Affairs

COGTA
Samora Machel, Riverside Park,
Mbombela, 1200 Mpumalanga
Province

Name &
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 returnable 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.

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 the draft contract, 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.

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Stormwater infrastructure within Mpumalanga Province

C.1.2 Contract Data

The Conditions of Contract are the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013), published by the Institution of Civil Engineer, copies of which may be obtained from Engineering Contract Strategies (telephone 011-803 3008). (Amendments made since the publication of the First Edition of June 2005 may be downloaded www.neccontract.com/documents/TSC.pdf.)

Each item of data given below is cross-referenced to the clause in the NEC3 Terms Service Contract to which it mainly applies.

Chapter 2

Chapter 3 Part one - Data provided by the *Employer*

1 General

The *conditions of contract* are the core clauses and the clauses for main Option:

E: Cost reimbursable contract

dispute resolution Option W1: Dispute resolution procedure

and secondary Options

X2 Changes in the law

X17: Low service damages

X19: Task Order

X20: Key performance indicators

Z: Additional conditions of contract

of the NEC3 Term Service Contract as amended

10.1 The *Employer* is

- 1) the Department of Cooperative Governance and Traditional Affairs; or
COGTA Samora Machel, Riverside Park, Mbombela, 1200 Mpumalanga Province
Telephone: (013) 766 6374

Email: jsmzobe@mpg.gov.za

or

- 2) the municipality or organ of state as named in the Task Order
-

10.1 The *Service Manager* for a Task is as stated in the Task Order

11.2(2) The Affected Property is as stated in the Task Order

11.2(13) The *service* is the maintenance, repair and operation of municipal water infrastructure within the Mpumalanga Province over a three year term without any commitment to a quantum of work

11.2(15)	The Service Information applicable to all Tasks is in the document C3: Scope of Work. Task specific Services Information is in the document C3: Scope of Work in the Task Order
12.2	The <i>law of the contract</i> is the law of the Republic of South Africa
13.1	The <i>language of this contract</i> is English
13.3	The <i>period for reply</i> is two weeks
2	The Contractor's main responsibilities No data is required for this section of the <i>conditions of contract</i>
2	The Contractor's main responsibilities
21.1	The <i>Contractor</i> is not required to submit a first plan. Task Order programmes are submitted with each Task Order
3	Time
30.1	The <i>starting date</i> for the <i>services period</i> and the issuing of Task Orders is 1 week after the Contractor receives one fully completed original copy of this contract, including the schedule of deviations (if any) as contained in the Form of Offer and Acceptance. The <i>starting date</i> for a Task Order is as stated in the Task Order
30.1	The <i>service period</i> within which Task Orders are issued is 36 months after the <i>starting date</i> . The <i>service period</i> for a Task Order is as stated in the Task Order. Execution of a Task Order may go beyond the 36 months provided the Task Order was issued prior to expiry of the contract.
4	Testing and defects All works shall be tested at commissioning and a defects liability period of 12 months shall apply after commissioning subject to specifications on the Task Order.
5	Payment
50.1	The <i>assessment interval</i> is monthly on or before the 1 st day of each successive month.
51.1	The <i>currency of this contract</i> is the Rand.
51.4	The interest rate on late payment is the prime lending rate of the <i>Employer's</i> Bank at the time that interest is due. This is subject to all requirements of the invoice being met to ensure a valid payment as specified in the Task Order.
6	Compensation events No data is required for this section of the <i>conditions of contract</i>
7	Use of Equipment Plant and Materials the contractor shall utilise their plant and equipment as required by the Task Order
8	Risks and insurance
80.1	The <i>Employer's</i> additional risks are as stated in the Task Order
83.1	The minimum amount of cover for insurance against loss and damage caused by the <i>Contractor</i> to the <i>Employer's</i> property is R 5 million
83.1	The minimum amount of cover for loss of or damage to Plant and Materials provided by the <i>Employer</i> is their replacement cost
83.1	The minimum amount of cover for insurance in respect of loss of or damage to property (except the <i>Employer's</i> property, Plant and Materials and Equipment) and liability for bodily injury to or death of a person (not an employee of the <i>Contractor</i>) arising from or in connection with the <i>Contractor's</i> Providing the Service for any one event is R 10 million
83.1	The minimum limit of indemnity for insurance in respect of death of or bodily injury to employees of the <i>Contractor</i> arising out of and in the course of their employment in connection with this contract for any one event is R 10 million

83.1	The <i>Contractor</i> provides additional insurances as stated in the Task Order.
9	Termination There is no Contract Data required for this section of the <i>conditions of contract</i> .
10	Data for main Option clause
E	Cost reimbursable contract
20.4	The <i>Contractor</i> prepares forecasts of the total Defined Cost for the whole of the <i>service</i> for each Task Order at intervals no longer than 5 weeks.
11	Data for Option W1
W1.1	The <i>Adjudicator</i> is the person selected by the Parties from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za),
W1.2(3)	The <i>Adjudicator nominating body</i> is the Chairman of ICE-SA, a Joint Division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za).
W1.4(2)	The <i>tribunal</i> is a South African Court of Law
12	Data for secondary Option clauses
X1	Price adjustment for inflation According to SEIFSA published indices subject to the contract issued with a Task Order extending beyond 12 months
X2	Changes in the law No data is required for this Option
X17	Low service damages
X17.1	The <i>service level table</i> is in the Task Order. The amounts for low performance damages are set out in the Task Order
X19	Task Order
X19.5	The <i>Contractor</i> submits a Task Order programme to the <i>Service Manager</i> within 1 week of the issuing by the Employer of a Task Order if such a programme is not submitted prior to the issuing of such an order
X20	Key Performance Indicators (not used when Option X12 applies)
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document identified in the Task Order
X20.2	A report of performance against each Key Performance Indicator is provided at intervals as stated in the Task Order.
Z	Additional conditions of contract The <i>additional conditions of contract</i> are
Z.1	The Contractor's invoice Z.21 The <i>Contractor</i> submits original valid tax invoices satisfying the requirements of the Services Information (the "Tax Invoices") one week after receiving a payment certificate from the <i>Service Manager</i> in terms of clause 51.1. Z.2.2 Where the <i>Contractor</i> does not submit the Tax Invoices within the time required:
	<ul style="list-style-type: none"> • the period within which payment is made in terms of clause 51.2 and • the time allowed in clause 91.4
	are extended by the length of time from the date when the <i>Supplier</i> should have submitted the Tax Invoices to the date when he does submit it.

Z2 Selection and appointment of the *Adjudicator*

Add the following paragraph to clause W.1.2(1).

Within 2 weeks after declaring a dispute and if the *Adjudicator* was not yet appointed with a previous dispute, the notifying Party notifies the other Party of the names of two persons he has chosen from the Panel of NEC Adjudicators set up by ICE-SA, a joint division of the Institution of Civil Engineers and the South African Institution of Civil Engineering (see www.ice-sa.org.za), whose availability to act as the *Adjudicator* the notifying Party has confirmed. The other Party selects one of the two persons chosen to be the *Adjudicator* within four days of receiving the notice, failing which the person chosen by the notifying Party will be the *Adjudicator* for the Contract. The Parties appoint the selected *Adjudicator* under the NEC3 Adjudicator's Contract (Third edition with amendments up to and including April 2013).

Z3 Acts or omissions by mandatories

In terms of Section 37(2) of the Occupational health and Safety Act of 1993 (Act 85 of 1993), the *Contractor* hereby agrees that the *Employer* is relieved of any and all of its liabilities in terms of Section 37(1) of this Act in respect of any acts or omissions of the *Contractor* and his employees to the extent permitted by this Act, and that this contract comprises the written agreement between the *Employer* and the *Contractor* contemplated in section 37(2).

Z4 Low services damages

Add clause X17.2:

If a Defect notified to the *Contractor* at the end of the *service period* shows low performance in with respect to a performance level stated in the Contract Data, the *Contractor* pays the amount of low services damages stated in the Contract Data.

Z5 Vendor registration

The *Contractor* registers on the *Employer's* vendor data base by completing the relevant Vendor Registration Form and providing all the required information.

One hundred percent of the Prices for Work Done to Date is retained in assessments of the amount due until the *Contractor* has registered on the *Employer's* vendor database.

Z6 Providing the Services

Add the following clause 20.6

The *Contractor* manages the provision of the *services* on the Affected Properties. The *Contractor* subcontracts the provision of the *services* on the Affected Properties except the work which the Contract Data associated with a Task Order states that he will do himself.

Z7 Defined Cost and Disallowed Cost

Add the following before the first bullet to 11.2(5) Defined Cost:

- the work done by the *Contractor* himself which is included in the priced list of items associated with a Task Order

Add the following before the first bullet 11.2(6) to Disallowed Cost

- the *Contractor's* management.

Z8 Assessing the amount of the work which the Contract Data states that the *Contractor* will do himself

- 1 The *prices* for the work done by the *Contractor* himself are the product of the quantity multiplied by the unit rates agreed to and included in a priced list of items associated with a Task Order.
- 2 The *Contractor* provides a quotation for each item of work agreed with the Services Manager which he will do himself assessed on a forecast of unit rates listed in the approved bill of quantities.
- 3 The assessment is not revised if the forecast upon which it is based is shown by later recorded information to have been wrong.

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the maintenance, repair and operation of municipal Roads and Storm water infrastructure within Mpumalanga Province

C.1.2 Contract Data

Chapter 4

Chapter 5 Part two - Data provided by the Contractor

The *Contractor* is advised to read both the NEC3 Term Service Contract (First Edition with amendments issued up to and including April 2013) and the relevant Guidance Notes and Flow Charts published by the Institution of Civil Engineer, in order to understand the implications of this Data which is required. Copies of these documents may be obtained from Engineering Contract Strategies (telephone (27) 011-803 3008).

Each item of data given below is cross-referenced to the clause in the NEC3 Term Services Contract to which it mainly applies.

10.1 The *Contractor* is (Name):
Address
Postal Address:

Tel No.
Fax No.
Mobile No.
E-mail address

11.2(8) The *yearly adjustment of rates for inflation percentage* is

24.1 The key persons are:
Name:

Job: Project Engineer

Responsibilities: The management of the physical maintenance and repair processes and the coordination, administration and management of resources on the Affected Property

Qualifications: see CV submitted with the tender

Experience: see CV submitted with the tender

The CV is appended to Tender Schedule entitled Experience of key person (construction management).

C 1.3 FORMS OF SECURITIES

Pro-Forma NEC3 SC Performance Bond this must be same as vol 2 pro-forma.

To: Mpumalanga Department: Co-operative Governance and Traditional Affairs

Dear Sirs

Reference No. [●] *[Drafting Note: Guarantor/Bank reference number to be inserted]*

Performance Bond: *[Drafting Note: Name of Contractor to be inserted]*

Employer: Contract Reference - [●] *[Drafting Note: Contract reference number to be inserted]*

1. In this Guarantee

1.1 The following words and expressions have the following meanings:

- 1.1.1 “Guarantor” - means [●], [●] Branch, (Registration No. [●]); *[Drafting Note: Name of Guarantor to be inserted]* [□] **Financial Services Board Registration number**
- 1.1.2 “Guarantor’s Address” - means [●]; *[Drafting Note: Guarantor’s physical address to be inserted]*
- 1.1.3 “Contract” - means the written agreement entered into between the Employer and the Contractor on or about [●] [●] 201[●] (Contract Reference No. [●]), as amended, varied, restated, novated or substituted from time to time; *[Drafting Note: signature date and Contract reference number to be inserted]*
- 1.1.4 “Contractor” - means [●] a [●] registered in accordance with the laws of [●] with registration number [●]; *[Drafting Note: Name and details of Contractor to be inserted]*
- 1.1.5 “Employer” - means Mpumalanga Department: Co-operative Governance and Traditional Affairs
- 1.1.6 “Expiry Date” - means the [●] day of [●] *[Drafting Note: This date should align with the date of final completion]*.
- 1.1.7 “this Guarantee” - means this document;
- 1.1.8 “Guaranteed Sum” – means, subject to clause 4, the sum of [● - figure] ([● - words]) *[Drafting Note: Maximum aggregate Guarantee amount (not exceeding 10.0% of the total of the Prices as at the Contract Date) to be inserted]* which amount will reduce with 50% when the Practical Completion certificate is issued until Final Completion.

- 1.2 Words or expressions capitalised shall bear the same meaning as assigned to them under the Contract albeit that the Contract itself, and any terms as defined therein, are merely referenced for convenience and not to create an accessory obligation.
2. At the instance of the Contractor, the Guarantor hereby confirms that we hold the Guaranteed Sum at the disposal of the Employer, as security for the proper performance by the Contractor of all of his obligations in terms of and arising from the Contract, and hereby irrevocably and unconditionally both agree and undertake to pay to the Employer, on written demand from the Employer envisaged in paragraph 3 below and received prior to the Expiry Date, any amount or amounts as may be so demanded from time to time, subject to a maximum of the Guaranteed Sum in the aggregate.
3. A demand for payment under this Guarantee shall be made in writing at the Guarantor's address or by email to the following email [.....insert..] and shall:
- 3.1 state the amount claimed ("the Demand Amount");
- 3.2 state that the Demand Amount is payable to the Employer in the circumstances contemplated in the Contract:
4. The Guaranteed Sum may be reduced from time to time upon receipt by the Guarantor of the Employer's written certificate certifying the amount of such reduction and the Contractor's entitlement thereto under the Contract.
5. Notwithstanding the reference herein to the Contract the Guarantor acknowledges that:
- 5.1 the liability of the Guarantor in terms hereof is as principal and not as surety and the Guarantor's obligation/s to make payment:
- 5.1.1 is and shall be absolute and unconditional in all circumstances; and
- 5.1.2 is not, and shall not be construed to be, accessory or collateral on any basis whatsoever;
- 5.2 the Employer shall be entitled to arrange its affairs with the Contractor in any manner which it sees fit, without advising us and without affecting the Guarantor's liability under this Guarantee. This includes, without limitation, any extensions, indulgences, release or compromise granted to the Contractor or any variation under or to the Contract or termination of the Contract.
- 5.3 should the Employer cede its rights against the Contractor to a third party where such cession is permitted under the Contract, then the Employer shall be entitled to cede to such third party the rights of the Employer under this Guarantee on written notification to the Guarantor of such cession.
6. The Guarantor's obligations in terms of this Guarantee:

6.1 shall be restricted to the payment of money only and shall be limited to the maximum of the Guaranteed Sum; and

6.2 shall not be discharged and compliance with any demand for payment received by the Guarantor in terms hereof shall not be delayed, by the fact that a dispute may exist between the Employer and the Contractor.

7. This Guarantee:

7.1 shall expire on the Expiry Date until which time it is irrevocable;

7.2 is, save as provided for in 5.3 above, personal to the Employer and is neither negotiable nor transferable;

7.3 shall be returned to the Guarantor upon the earlier of payment of the full Guaranteed Sum or expiry hereof;

7.4 shall be regarded as a liquid document for, firstly, the purpose of demonstrating and/or determining the amount due by the Guarantor to the Employer and, secondly, **obtaining** any court order; and

7.5 shall be governed by and construed in accordance with the law of the Republic of South Africa and shall be subject to the jurisdiction of the Courts of the Republic of South Africa.

8. The Guarantor chooses the *domicilium citandi et executandi* for all purposes in connection with this Guarantee at the Guarantor's Address.

Signed at _____ Date _____

For and behalf of the Guarantor, which signatories by appending their signatures warrant that they are authorised to bind the Guarantor as above stated:

Guarantor Signatory 1: _____ Guarantor Signatory 2: _____

Name: _____ Name: _____

Capacity of Guarantor Capacity of Guarantor

Signatory 1: _____ Signatory 1: _____

Witness: _____ Witness: _____

(Printed Name of Witness)

(Printed Name of Witness)

Guarantor's seal or stamp _____

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

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

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

1. General Conditions

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

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

Where

- x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 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:

<u>Description of services, works or goods</u>	<u>Stipulated minimum threshold</u>
_____	_____ %
_____	_____ %
_____	_____ %

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

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

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

The relevant rates of exchange information is accessible on www.resbank.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)

<p>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)</p> <p>OF BID NO.</p> <p>ISSUED BY: (Procurement Authority / Name of Institution):</p> <p>NB</p>
--

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.thedti.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:

The facts contained herein are within my own personal knowledge.

I have satisfied myself that:

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

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 3.1 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 3.1 above and the information contained in Declaration D and E.

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.

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: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

Department of Cooperative Governance and Traditional Affairs
Cooperative Governance & Traditional Affairs (CoGTA)

Tender No CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Storm water infrastructure within Mpumalanga Province

C.2 Pricing Data

The Pricing Data associated with a Task Order is established in the associated Task Order.

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

1. Tenderers are to ensure that adequate provision for the health and safety measures have been made and provided as required by the Department of Labour.
2. The PDF/ original format *Pricing Schedule* must be populated by hand in black ink and will be the document used for evaluation purposes and if tenderer is successful this Pricing Schedule will be negotiated with COGTA and should an agreement be reached between COGTA and the tenderer applied for forecasting and subcontracting where applicable.
3. Tenderers are also required to electronically populate the Excel format and add to the required Flash Drive with your submission. This shall be used to support verification of pricing errors.
4. All items on the Pricing Schedule, where detailed specifications apply, are listed under Technical requirements, and are cross-referenced to the Pricing Schedule. In cases where a product does not have extensive specifications, the item specifications are listed with the item on the Pricing Schedule.
5. Bidders must indicate the District Municipality that they are bidding. Bidders are permitted to bid for one or more District Municipality.
6. All fields must be completed for each District municipality for the tender to be considered. If any fields are not priced, the tenderer will be disqualified for that District tendered.
7. Tenderers must furnish unit prices for the listed products only.

8. All costs including administration, health and safety, COVID 19 compliance, transportation and offloading shall be included in the tender rate. Transportation costs shall then cover location anywhere within the identified District.
9. The tenderer shall be deemed to have insured themselves and the services they are rendering.
10. **Note:** Rates below for **C.2.3** and **C2.3** will be subjected to negotiation between COGTA and the service provider.

C.2.3 Pricing Data Staff Rates

The staff rates below are based on the estimated quantities of hours for year 1 of the three (03) years and will be used to calculate the comparative bid price for the purposes of evaluating this tender they do not constitute an.

FUNCTION	Description	Unit	Quantity in hours	Unit rate per hour	Price (R -Rands)
Engineer (Registered Pr Eng, Pr Tech-, Civil,Elec, Mech)	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Technician	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Artisan	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Operator	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Process controller	Municipal Roads and Stormwater Infrastructure	1	1920		R -
General Worker	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Student	Municipal Roads and Stormwater Infrastructure	1	1920		R -
Total cost of team work (exclude material):					R -
VAT @15%					
TOTAL ESTIMATED COST OF STAFF					

C.2.4 Bill of Quantities (BOQ)

Items that are not listed in the BOQ will be covered in the specific projects to be issued by the COGTA before a Task Order and a contract is awarded.

Department of Cooperative Governance and Traditional Affairs

Cooperative Governance & Traditional Affairs (CoGTA)

Tender No. CGT/

Framework contracts for the services of management contractors for the renewal, maintenance, repair and operation of municipal Roads and Storm water infrastructure within Mpumalanga Province

C3: Scope of work

Introduction

The Mpumalanga Provincial Department of Cooperative Governance and traditional Affairs (COGTA) intends to appoint panels of service providers to provide emergency interventions in municipalities in the Mpumalanga Province.

COGTA's objectives

COGTA's objective is to put in place a number of regional framework agreements for a range of commonly encountered goods, services and works, which can be readily accessed by municipalities and other organs of state in order to make a significant contribution to meeting Cabinet's objectives relating to improvements in reliable water services and access to sustainable sanitation services.

COGTA's objective in entering into a framework contract over a three-year term with management contractors for the maintenance, repair and operation of municipal Roads and Stormwater infrastructure, on an as and when instructed basis, is to secure the services of contractors capable of serving the emerging municipal needs for such services within all the municipalities in Mpumalanga Province.

1.1 Background

The road infrastructure of Mpumalanga Province is varied in terms of level of service within each of the localities, and also varies from locality to locality. Poor quality of some roads, makes access difficult, especially for emergency vehicles. Bus transport is also not possible in these areas. Transportation is one of peoples' fundamental needs. It provides the essential link between activities and is also one of the important factors for promotion of social and economic development. It has a major impact, not only on the physical form of the towns within the municipality, but also on the liveability of these towns and the interaction between them. Some challenges identified include the following:

- Too much focus on budgeting for the **expansion** of infrastructure at the expense of **maintenance**.
- Insufficient funding – MIG focuses on basic infrastructure
- Absence of a community based approach that also addresses socio-economic needs
- Inappropriate use of some roads that were designed for low traffic and light motor vehicles
- Lack of storm water channeling in road design – curbing, etc
- Poor coordination between government spheres, province and local government
- Lack of training for municipal workers dealing with potholes
- Lack of supervision of contractors resulting in high repeat jobs
- Poor preparation of potholes during repair
- stormwater conduits and surface drains are obstructed or cannot handle the runoff;
- erosion;
- ponding takes place in streets, resulting in inaccessibility and damage to road surfaces;
- flooding takes place, which results in damage to property, and which also poses a risk of injury or loss of life;
- stormwater from domestic property being channelled into sewer gullies;

- in many cases sewage overflows and enters the stormwater system or natural resources, resulting in environmental pollution.

Poor and inefficient supply chain management (SCM) practices underlie many of these challenges, particularly in the more rural and remote municipalities. Efficient SCM practices which reduce costs, enable a rapid response to Roads and Stormwater infrastructure needs and result in quality outcomes can contribute significantly to the improvement of roads and stormwater services in Mpumalanga.

COGTA is establishing a framework contract that would ensure the timeous response to augment urgent water needs. A framework agreement is an agreement between an organ of state and one or more contractors, the purpose of which is to establish the terms governing orders to be awarded during a given period, in particular with regard to price and, where appropriate, the quantity envisaged. An order, on the other hand, is an instruction to provide goods, services or any combination thereof under a framework agreement. Framework agreements enable COGTA to procure on an as-instructed basis (call offs) over a set term without necessarily committing to any quantum of work.

1.2 Extent of the services

The services over the term within the **Mpumalanga Province** may include:

- a) the maintenance and repair of:
 - 1) roads
 - 2) bridges culverts and channels
 - 3)
- b) the operation of municipal Roads and Stormwater infrastructure.

1.3 Location of the services

The works shall be located within the District Municipalities of Mpumalanga as listed below:

- Ehlanzeni District Municipality
- Nkangala District Municipality
- Gert Sibande District Municipality

2 General requirements

2.1 The Contractor shall in Providing the Works observe all statutes, by-laws and associated regulations and industry norms established in relevant South African national standards published in terms of the Standards Act of 2008 or standards recommended by professional associations.

2.2 The Contractor shall only utilize in the provision of the services materials (substances that can be incorporated into the works), products (item manufactured or processed for incorporation into the works), components (products manufactured as distinct units to serve a specific function or functions) and assemblies (set of related components attached to each other) which are:

- a) fit for their intended purpose; and
- b) capable of fulfilling required functions under intended use conditions or when in use, with planned maintenance, under the influence of the environmental actions or a result of a self-ageing process for a period of time within industry accepted norms.

3 Management

- 1.1.1. The works shall be done at the sites specified in the signed task order. The sites shall be in the municipalities in Ehlanzeni DM, Gert Sibande DM and Nkangala DM as per the table below:

Ehlanzeni District	Gert Sibande District	Nkangala District
Bushbuckridge	Chief Albert Luthuli	Dr. JS Moroka
City of Mbombela	Dipaleseng	Emakhazeni
Nkomazi	Govan Mbeki	Emalahleni
Thaba Chweu	Lekwa	Steve Tshwete
	Mkondo	Thembisile Hani
	Msukaligwa	Victor Khanye
	Dr. Pixley Ka Isaka Seme	

- 1.1.2. The Project Implementation must take place within 5 working days of placing an official order except for long lead special material as determined by the employer.
- 1.1.3. The project location shall be indicated on the official Task order.
- 1.1.4. Delivery of work packages must include the off-loading thereof at the contractor's own risk and cost to the designated delivery locations as indicated in the task order.
- 1.1.5. Bidders must supply and ensure their own labour and/or plant and equipment for the offloading of the products at the designated sites.
- 1.1.6. The Employer shall place task orders as and when required during the contract period.
- 1.1.7. An official task order must be issued before any delivery may be made to the site.
- 1.1.8. Upon delivery of works, the supplier must ensure that the completion certificate is signed by the employer's representative on site. The supplier must attach the completion certificate to the invoice for processing of payment.
- 1.1.9. The Employer reserves the right to award any item, or the whole of the contract to one or more successful bidder(s).
- 1.1.10. Letter of good standing from the Workmen's Compensation Commissioner in terms of COIDA or latest assessment and proof of payment or in case of new registration, proof of registration must be provided.

1.2. Location of the works

- 1.2.1. The sites shall be in the municipalities listed above. Each purchase order shall clearly identify the site.
- 1.2.2.

1.3. **Extent of the works**

The scope of work required for the Service Provider is as detailed below (Refer to the BOQ for detailed specifications):

1.4. **Quality and quantities:**

1.4.1. Quality Standards:

- i. Special brands, where named, are used to indicate the standard of quality desired. Tenderer's equal/similar item will be considered, provided that the Tenderer specifies brand name(s) and submits full specifications. If the full set of specifications of the alternative item is not submitted, the item will not be considered for procurement.
- ii. In the event the employer elects to accept an alternative item purported to be equal/similar by the Tenderer, the employer may request the tenderer to provide samples of the alternative offer for testing and inspection. Acceptance of the item(s) will be conditional on such inspection and testing after receipt.

1.4.2. Quality Tests: The employer may from time to time test the quality of the products and non-compliance may result in the termination of the contract.

1.4.3. No estimated quantity projection is provided. The products shall be ordered throughout the contract period as and when required.

1.5. **Information:**

1.5.1. Bidders must take note that the tender will be disqualified in the event of a false statement having been made or false information submitted.

1.5.2. The tender must be valid for 90 (ninety) days after closing date.

1.5.3. The contract period will be from date of commencement until 36 months thereafter

1.5.4. Non-compliance with the tender conditions and specifications, could lead to breach of contract and the supplier will be liable for any expenses incurred as effect thereof.

1.6. Technical Requirements

Bidders should familiarize themselves with the all the relevant standard specifications and regulatory requirements for all materials and services to be supplied. The list below are indicative of the standards required for the materials and services.

1.7. General

The Contractor shall:

- a) provide a fortnightly progress report covering work which is the subject of a Task Order.
- b) be required to participate in regular progress meetings

1.8. Health and safety

The Contractor shall manage health and safety in accordance with the latest edition of the Occupational Health and Safety Specification for Construction Works Contracts.

4 Procurement

COGTA will invite expressions of interest for the services of contractors to enter into framework contracts over a three-year term without a commitment to a quantum of work to provide contractor services relating to the maintenance, repair and operation of municipal infrastructure within each of the District Municipalities.

COGTA will enter into framework contracts with successful tenderers. Organs of state including departments, public entities, municipalities and municipal entities may make use of these framework agreements and issue Task Orders for works falling within the scope of the contracts that are entered into.

Contracts will be based on the NEC3 Term Service Contract (Option B).

4.1 Promotion of secondary (developmental) procurement objectives

4.1.1 The Contractor shall achieve in the execution of a Task Order key performance indicators which promote a range of secondary procurement objectives including those relating to local economic development, Broad-Based Black Economic Empowerment, local labour and skills development.

4.1.2 The Contractor shall provide in a format acceptable to the Project Manager monthly data which facilitates the reporting on key performance indicators relating to secondary procurement objectives to a wide range of stakeholders.

5 Reporting

The Contractor shall report on the socio-economic indicators such as jobs created and employment of local labour specified in a Task Order.

6 Communications

All communications with the Employer which are made in terms of the contract should be made using the standard templates provided by COGTA.

7 Issuing of Task Orders

The Employer will issue Task Orders in accordance with the provisions of the latest edition of the National Treasury Standard for Infrastructure Procurement and Delivery Management. The COGTA will request quotations on prepared Bills of Quantities based on the project scope to at least 3 of the contractors on the panel and evaluate their submissions based on cost efficiency and competitiveness, technical validity and risk management for approval for implementation. **Requests for quotation do not bind the COGTA to appoint any of the submitted quotations nor to appoint the lowest price.**

8 Invoices

Invoices submitted shall be Tax invoices. The invoice shall comply with requirements, if any, established by the Employer.

C4 PROJECT SPECIFICATIONS

High Level Activities to be undertaken by the Service Provider

- Implement projects as per the task order.
- Compilation & Submission of Implementation Plan/s.
- Oversee the execution of the tasks on site.
- Conduct Risk Assessment and implement mitigation measures.
- Quality Control and Management
- Coordination & Reporting.
- Based on the above and any required activity, take liability for the works under implementation
- Training of operational staff
- Project handover and commissioning

1.8.1. Section A: Civil

The material to be procured shall comply with the Standardized and Particular Specifications applicable to this contract are listed below.

- SANS 1200
- SANS 2001BE1
- SANS 2001BS1
- SANS 2001CC2
- SANS 2001CG1
- SANS 2001CM1
- SANS 2001CS1
- SANS 2001CT2
- SANS 2001DP1
- SANS 2001DP2
- SANS 2001DP3
- SANS 2001DP4
- SANS 2001DP5
- SANS 2001DP6
- SANS 2001EM1
- DWS standards
- NHBRC standards
- Public Works Norms and standards

1.8.2. Section B: Electricity

The material to be procured shall comply with the Standardized and Particular Specifications applicable to this contract are listed below.

The Standardized Specifications are:

- SANS 1200A: General
- SANS 1200DA: Earthworks (Small works)
- SANS 1200DB: Earthworks (Pipe trenches)
- SANS 1200LB: Bedding (pipes)
- SANS 1200LC: Cable ducts

1.9. Applicable national and international standards

- Standardized Specifications for Civil Engineering Construction SANS 1200
- The National Building Regulations SABS0400
- Construction and Management Requirements for Works Contracts SANS1921-1
- Targeted Construction Procurement SANS1914-4

1.10. Occupational Health and Safety

The service provider needs to comply with the following legal requirements:

- Occupational Health and Safety Act, 85 of 1993 and the Construction Regulations, 2014;
- Section 27(2) of the Disaster Management Act, 2002 regulations as amended;
- Consolidated Directions on Occupational Health and Safety in certain workplaces

After appointment, the service provider to prepare and seek approval from the employer for the following documents:

- Occupational Health and Safety Baseline specification
- COVID-19 Specification;
- Safety, Health, Environment and Quality Policy.

2. PROCUREMENT

2.1. Preferential procurement procedures

The works shall be executed in accordance with the conditions attached to preferences granted in accordance with the referencing schedule, 80/20.

3. CERTIFICATION BY RECOGNIZED BODIES

None

4. PLANT AND MATERIALS PROVIDED BY THE EMPLOYER

None

5. SERVICES AND FACILITIES PROVIDED BY THE EMPLOYER

Storage space shall be identified by the employer.

6. PLANT AND EQUIPMENT

As required by the task order

7. MANAGEMENT

7.1. SANS 1921 standards

The SANS 1921 Construction works standards and associated specification data are applicable to the works:

The abovementioned South African National Standards make several references to the Specification Data for data, provisions and variations that make these standards applicable to this contract. The Specification Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and these standards.

Each item of Specification Data given below is cross-referenced to the clause in the standard to which it mainly applies.

The associated Specification Data is as follows:

**SANS 1921-1, Construction and management requirements for works contracts
– Part 1: General engineering and construction works**

Clause Specification data

Essential data

- 4.3.3 The notice period for delivery is 05 Days
- 4.9.3 The trees and shrubs which are not to be disturbed are to be identified on site. Where possible, the disturbance of trees should be avoided.
- 4.17.1 The requirements for the termination, diversion or maintenance of existing services are:
- 1) none
- 4.17.3 Services which are known to exist on the site are:
- 1) Water network.
 - 2) Electricity reticulation, sub-surface and overhead
 - 3) Sewer Network
 - 4) Roads

Additional clauses

- *Duration of the project is 36 months*

SANS 1921-6, Construction, and management requirements for works contracts – Part 6: HIV/AIDS awareness.

- 4.2.1(a) A qualified service provider is a service provider that is one that is accredited or provisionally accredited training service provider in the HIV/AIDS field.

A list of accredited service providers can be obtained from the Construction SETA (CETA) (tel 011- 265 5900), Health and Welfare SETA (HWSETA) (011-622 6852) or on the Health and Welfare SETA website: www.hwseta.org.za.

- 4.2.1(a) The HIV/AIDS awareness programme is to be repeated at four-month intervals throughout the duration of the contract. (Four times in total, including the initial one at the start of the contract.)

Additional clauses

The duration of each workshop is not to be less than 2 ½ hours.

4.2. Management meetings

A Schedule of meetings will be agreed with the service provider.

4.3. Daily records

The Service Provider is instructed to keep a set of signed off daily diaries with specific detail relating to Contract Participating Goals (CPG).

4.4. Payment certificates

Payment Certificates will be done as per Service Level Agreement. Payments will not be processed unless all the required supporting information are attached to the claim for payment.

Annexure 1: Proforma Task Order

<h1>Task Order (TSC)</h1> <p>for use with framework contracts based on the NEC3 TSC</p>		<div style="border: 1px solid black; padding: 5px; width: fit-content; margin: auto;"> <i>Insert employer's logo</i> </div>
<i>Employer:</i>		
Unit / department:		
<i>Contractor :</i>		
Framework contract details:		
No:		Title:
Task Order No:		
Detailed description of the work in the Task		
Contract Data associated with the performance of the Task		
Part 1: Data provided by the Employer		
<p>The Contract Data as provided for in the <i>Contractor's</i> framework contract applies together with the additional <i>contract data</i> in this Task Order</p>		
Core clauses		
10.1	<p>The <i>Employer</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel No:</p> <p>Fax No:</p> <p>Mobile No. :</p> <p>E-mail address:</p>	
10.1	<p>The <i>Service Manager</i> is (name):</p> <p>Address:</p> <p>Postal Address:</p> <p>Tel:</p> <p>Fax:</p> <p>Mobile No. :</p> <p>e-mail:</p>	

11.2(2)	The Affected Property is:
11.2(14)	The following matters will be included in the Risk Register
Secondary options	
X17	Low service damages
The amounts for low service damages are:	
X19	Task Order
X19.2	The starting date for the Task is
X19.2	The Task completion date is
X19.2	The delay damages are R per day
X20	Key Performance Indicators
X20.1	The <i>incentive schedule</i> for Key Performance Indicators is in the document called
X20.2	A report of performance against each Key Performance Indicator is provided at intervals of weeks
Z6	Providing the services
	The work done by the Contractor himself is as follows:

Part 2: Data provided by the Contractor

Contractor's representative is (Name):

Address

Tel No.:

Fax No.

Email.

X19.7 The Contractor's Task Order programme is attached as Annexure A.

THE AMOUNT OF PRICES (DEFINED COST PLUS THE FEE) INCLUSIVE OF VAT IS:

(in words)

..... ; ;

R. (in figures)

<p>The above prices are valid for days from the date of the <i>Contractor's</i> signature below</p>	
<p>Contractor's representative</p> <p>Signature:</p> <p>Name:</p> <p>Date:</p>	<p>Acceptance by Employer</p> <p>The above pricing and other details in this Task Order are accepted and the <i>Contractor</i> may now commence work on the Task in terms of Clause X19.4.</p> <p>Signature:</p> <p>Name: (Print)</p> <p>Date:</p>

Task Order specific data and information

C2: Pricing Data

C2.1 Pricing assumptions

C2.1.1 The *Contractor* is paid according to the price estimated in the BOQ submitted for the work using rates approved by COGTA. The cost of managing the service is included in the Fee.

C2.1.2 Defined Cost includes the work done by the Contractor and the subcontracted at the unit rates established in the priced list of items. Defined Cost excludes costs associated with the management of the services.

C2.1.3 The *Contractor* does not have to allow in his prices in the priced list of for matters that may arise as a result of a compensation event.

C2.1.4 The priced list of items are the unit rates and lump sums which are applicable to the work which can be performed in terms of the Task Order.

Secondary (developmental) procurement objectives

.... General

The relevant provisions of the following COGTA standard documents in the annexures of the Tender) apply to the execution of the Task Order:

- 1) Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 2) Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure
- 3) Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts

.... Contract skills development goal

The Contractor shall achieve or exceed in the performance of the Task Order the contract skills development goal established in the Specification for developing skills that result in nationally accredited outcomes through infrastructure contracts.

.... Specification data

..... *Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local enterprise goal (CLEG) of 30% in the performance of the Task Order in accordance with the provisions of the Specification for the participation of local enterprises in the construction, renovation, refurbishment, alteration or maintenance of infrastructure

The region which applies to the local enterprises is the Mpumalanga Province region as identified in the contract

..... *Specification for direct employment generated in the construction, renovation, refurbishment, alteration or maintenance of infrastructure*

The Contractor shall achieve or exceed a contract local direct employment goal (CLDEG) of . . . % in the performance of the Task Order in accordance with the provisions of the Specification for direct employment generated in engineering and construction contracts. The local direct employment goal (CLDEG) for women and youth (persons under the age of 36) shall be% and ...% respectively.

The geographic area which applies to local people is

Annexure 2: Regions for framework contracts

District boundaries, travel distances, population served, location of water schemes, condition of waste water treatment works and location of major towns and cities has informed the grouping of district municipalities into geographic regions.

Figure 1: Regions for framework contracts

Table 1: District municipality coverage within a region

Region	Province	District municipality	Seats
1	Mpumalanga	Ehlanzeni District Municipality	Nelspruit
2	Mpumalanga	Gert Sibande District Municipality	Ermelo
3	Mpumalanga	Nkangala District Municipality	Middelburg

Annexure 3: COGTA Occupational Health and Safety Specification for Construction Works

BILL 6 : SUMMARY

ITEM NO	DESCRIPTION	AMOUNT	AMOUNT	AMOUNT
		Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
BILL 1	ROADWORKS			
BILL 2	ROAD MAINTENANCE			
BILL 3	ROAD MATERIALS			
BILL 4	GENERAL			
BILL 5	LABOUR AND PALNT RATES			
	TOTAL INCL. VAT			

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
6.	SABS					
6,1	1200C	<u>SITE CLEARANCE</u>				
6.1.1	8.2.1	Clear and Grub	ha			
6.1.2	8.2.2	<u>Remove and grub large trees and stumps of</u> a) over 1m and up to and including 2m	no			
		b) over 2m and up to and including 3m	no			
6.1.3	8.2.4	Reclear surfaces (only on instructions from the Engineer)	ha			
6.1.4	8.2.5	<u>Take down existing fences</u> a) Stockproof fence	km			
		b) Security fence	km			
6.1.5	8.2.9	Transport materials and debris to unspecified sites and dump.	m ³ .km			
6.1.6	8.2.10	Remove topsoil to nominal depth of 150mm stockpile.	m ³			
6,2	1200D	<u>BULK EARTHWORKS</u>				
6.2.1	8.3.2	<u>Bulk Excavation</u> a) Excavate in all materials and use for embankment or backfill compacted to modified AASHTO density or dispose, as ordered.	m ³			
		b) <u>Extra-over item 6.2.1 for :</u> i) Intermediate excavation	m ³			
		ii) Hard rock excavation	m ³			
		iii) Boulder excavation, Class A	m ³			
		iv) Boulder excavation, Class B	m ³			
6.2.2	8.3.4	<u>Importing of Materials</u> a) Extra-over for importation of materials borrow pits.	m ³			
		b) Opening up and closing down of borrow pit (1ha)	sum			
		c) Dealing with overburden	m ³			
CARRIED FORWARD						

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD						
6.2.3	8.3.6	<u>Overhaul</u> a) Limited overhaul b) Long overhaul	m ³ m ³ .km			
6.2.4		<u>Shaping</u> Shape and compact to 90% modified AASHTO density, existing 6m wide roads, complete with side drains.	km			
6.2.5		<u>Mitre Drains</u> Construct mitre drains, each 20m long and 4m wide	no			
6.3	SABS 1200DM	<u>EARTHWORKS (Roads, Subgrade)</u>				
6.3.1	8.3.2	<u>Preparation of Site</u> a) Stripping and removal of topsoil to 150mm depth, stockpiling and maintaining b) Strip and remove 150mm layer, haul and spread topsoil in borrow pits.	m ³ m ³			
6.3.2	8.3.3	<u>Treatment of Roadbed</u> a) <u>Road-bed preparation and compaction of material to :</u> i) min of 90% MOD AASHTO density to a depth of 150mm ii) min. of 93% MOD AASHTO density to depth of 150mm iii) min. of 95% MOD AASHTO density to depth of 150mm b) <u>In-place treatment of road-bed in or hard rock material by :</u> i) Ripping ii) Blasting	m ³ m ³ m ³ m ³ m ³ m ³			
6.3.3	8.3.4	<u>Cut to Fill</u> a) Cut to fill and compact to 90% of MOD AASHTO density b) Cut to fill and compact to 93% of MOD AASHTO density	m ³ m ³			
CARRIED FORWARD						

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD						
6.3.4	8.3.4	<u>Borrow to Fill</u> a) Borrow to fill and compact to 90% of MOD AASHTO density. b) Borrow to fill and compact to 93% of MOD AASHTO density c) Borrow to fill and compact to 95% of MOD AASHTO density	m ³ m ³ m ³			
6.3.5	8.3.5	<u>Selected Layer</u> a) Selected layer compacted to 93% of MOD AASHTO density b) Selected gravel wearing course to 95% of MOD AASHTO density.	m ³ m ³			
6.3.6	8.3.6	<u>Excavating and Breaking Down Material</u> Extra over items 6.3.3, 6.3.4 and 6.3.5 for excavating and breaking down material in : a) Intermediate excavation b) Hard excavation c) Boulder excavation Class A d) Boulder excavation Class B	m ³ m ³ m ³ m ³			
6.3.7	8.3.7	<u>Cut to Spoil or Stockpile from:</u> a) Soft excavation b) Intermediate excavation c) Hard excavation d) Boulder excavation Class A e) Boulder excavation Class B	m ³ m ³ m ³ m ³ m ³			
6.3.8	8.3.8	Removal of Oversize Material	m ³			
6.3.9	8.3.9	<u>Overbreak of Excavation in:</u> a) Intermediate excavation b) Hard excavation c) Boulder excavation Class A d) Boulder excavation Class B	m ³ m ³ m ³ m ³			
CARRIED FORWARD						

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD						
6.3.10	8.3.10	Materials Bladed to Window	m ³			
6.3.11	8.3.11	<u>Stockpile</u> Extra over items 6.3.1, 6.3.3, 6.3.4 or 6.3.5 for temporary stockpiling of material	m ³			
6.3.12	8.3.12	<u>Overhaul</u> Extra over items 6.3.1, 6.3.3, 6.3.4, 6.3.5, 6.3.8 or 6.3.11 for haulage beyond the 0.5km freehaul distance.	m ³ .km			
6.3.13	8.3.13	<u>Surface Finishes</u> a) Topsoiling	m ²			
6.3.14	8.3.15	<u>Mounds, Channels and Mitre Banks</u> Construct catchwater mounds, channels and mitre banks.	m ³			
6.3.15	SABS 1200ME	<u>Chemical stabilization extra over unstabilized compacted layers:</u> a) Gravel sub-base course (150mm thick) b) Gravel base course (150mm thick)	m ³ m ³			
6.3.16	8.3.8	<u>Chemical Stabilizing Agent:</u> a) Ordinary Portland Cement b) Portland blast furnace cement	t t			
6.3.17		Provision and application of water for curing	kl			
6,4	SABS	<u>DRAINS</u>				
6.4.1	1200DA	<u>Excavation for Open Drains</u>				
	8.3.1b	a) Excavate in soft material in the depth 0 m up to 1.5m below surface level	m ³			
	8.3.1c	b) <u>Extra-over sub-item 6.4.1a) for excavation</u> i) Intermediate material ii) Hard rock	m ³ m ³			
6.4.2	SABS 1200DA	<u>Excavation for Subsoil Drainage Systems</u>				
	8.3.1b	a) <u>Excavate in soft material within the depth ranges below surface level:</u> i) 0m up to 1.5m	m ³			

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
CARRIED FORWARD						

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD						
		ii) Exceeding 1.5m and up to 2.5m	m ³			
		iii) Exceeding 2.5m and up to 3.5m	m ³			
	8.3.1c	b) <u>Extra-over sub-item 6.4.2 (a) for</u>				
		i) Intermediate material	m ³			
		ii) Hard rock	m ³			
6.4.3		<u>Permeable material in subsoil drainage</u>				
		a) Coarse grade sand from approved natural sources	m ³			
		b) <u>Course aggregate</u>				
		i) 19mm	m ³			
		ii) 40mm	m ³			
6.4.4		Synthetic fibre filter fabric, needle punched (235 g / m ²)	m ²			
6,5	SABS	<u>CONCRETE CULVERTS</u>				
6.5.1	1200D	<u>Earthworks</u>				
	8.3.3	<u>Restricted Excavation</u>				
		a) Excavate for designated culverts in all materials and use for fill material in depths 0 - 3m	m ³			
		b) <u>Extra-over item 6.5.1 b) for excavation in:</u>				
		i) intermediate material	m ³			
		ii) hard rock	m ³			
6,6	SABS	<u>Stormwater Drainage</u>				
6.6.1	1200LE	<u>Supply and lay concrete pipe culverts on Class bedding</u>				
	8.2.1	a) 600 dia 50D	m			
		b) 900 dia 50D	m			
		c) 1 050 dia 50D	m			
6.6.2	8.2.2	Supply and lay portal culverts of dimensions 900 x 450 mm, ribbed arch, Class C	m			
CARRIED FORWARD						

BILL 1 : ROADWORKS

ITEM NO.	PAYM. REF.	DESCRIPTION	UNIT	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
BROUGHT FORWARD						
6.6.3	8.2.6	<u>Concrete floor to End-Structure</u>				
		i) Rough vertical plane	m ²			
		ii) High-tensile welded mesh ref 395	m ²			
		iii) High-tensile steel bars	t			
		iv) Strength concrete class 25/19	m ³			
6.6.4	8.2.9	<u>Brickwork in end-Structure</u>				
		Brickwork type NFX in the following wall thicknesses:				
		i) 230mm	m ²			
		ii) 345mm	m ²			
TOTAL BILL 6 CARRIED FORWARD TO SUMMARY						

BILL 2: ROADS MAINTENANCE

M1100	PAVEMENT LAYERS REPAIR	UNIT	RATE	RATE	RATE
			Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit	Nkangala DM Price Per Unit (Incl. VAT)
M110.01	existing pavements (except milled material)				
	(a) Areas up to 50m ²	m ³			
	(c) Areas greater than 50m ²	m ³			
M110.02	Removal and excavating material from existing pavements by milling up to	m ²			
M110.03	Backfilling of base layer for surface modified AASHTO density):				
	(a) Chemically stabilised gravel excavated				
	(i) Areas up to 50m ²	m ³			
	(ii) Areas greater than 50 m ²	m ³			
	(d) Asphalt surfacing (continuously graded medium)				
	(i) Areas up to 50m ²	t. m ²			
M1200	REPAIR OF POTHOLES				
M120.01 LI	Pothole repair (<0.5m ²) using hot mix continuously graded asphalt	t.No.m ²			
M1210	REPAIR OF EDGE BREAKS				
M121.01 LI	Repair of edge breaks using hot mix continuously graded asphalt	m			
M1230	TEMPORARY REPAIR				
M123.01 LI	Temporary repair of potholes, edge breaks and surface failures using cold mix asphalt surfacing from the following sources:				
	(a) Commercial sources				
	(i) Pothole repair	t.No.m ²			
TOTAL CARRIED TO SUMMARY					0

BILL 5 : DAY WORKS						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
A.1	DAYWORKS LABOUR					
1	Contractor's Representative	h	1			
2	Surveyor	h	1			
3	<u>Qualified Artisan</u>					
	(i) Plumber	h	1			
	(ii) Boilermaker	h	1			
	(iii) Bricklayer	h	1			
	(iv) Plasterer	h	1			
	(v) Welder with API 1104 Certificate	h	1			
	(vi) Electrician	h	1			
4	Foreman, leader-hand	h	1			
5	Semi-skilled labourer	h	1			
6	Labourer	h	1			
7	<u>Other</u>					
	(i) Intern(To be deployed by COGTA@R8000 per month)	h	1	50	50	50
	(ii) Community Liasion Officer(To be deployed by COGTA@R6000 per month)	h	1	37,5	37,5	37,5
	(iii) Mechanical Engineer	h	1			
	(iv) Civil Engineer	h	1			
	(v) Electrical Engineer	h	1			
	(vi) Technician	h	1			
A.2	PLANTHIRE: WORK RATES ON SITE					
1	Crane 65 t - 80 t capacity	h	1			
2	TLB 60 kW - 70 kW	h	1			
3	Crawler Excavator 140 kW - 150 kW	h	1			
4	Bulldozer 160 kW - 170 kW	h	1			
5	Wheel loader 140 kW - 150 kW	h	1			
6	Motor graders 150 kW - 160 kW	h	1			
7	Wheel excavators 0.4 - 1.25 m ³ bucket size	h	1			
8	Wheel tractor scrapers 15.0 - 16 m ³	h	1			
9	Tow tractors 200 kW - 250 kW	h	1			
	TOTAL CARRIED FORWARD					

BILL 5 : DAY WORKS

ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
A.1	DAYWORKS LABOUR					
BROUGHT FORWARD						
A.2	PLANTHIRE: WORK RATES ON SITE Cont...					
10	(a) Water tankers 5 000 litre	h	1			
	(b) Water tankers 10 000 litre	h	1			
11	Dump trucks 10 - 15 m ³	h	1			
12	Tip trucks					
	(a) 6 m ³	h	1			
	(b) 10 m ³	h	1			
13	Flat bed trucks					
	(a) 5t	km	1			
	(b) 7t	km	1			
14	LDV					
	(a) 2 x 4WD	km	1			
	(b) 4 x 4WD	km	1			
15	Lowbed 50 ton	km	1			
16	Plate compactors & tampers	h	1			
17	Grid rollers. Ballasted mass 14 600 kg	h	1			
18	Pneumatic tyred rollers 4 000 load/wheel kg	h	1			
19	Self propelled vibrating roller (smooth) 7 000 - 11 300 kg	h	1			
20	Self propelled vibrating roller (padfoot) 5 900 - 12 000 kg	h	1			
21	Walk-behind vibrating rollers					
	(a) 500 - 630 kg	h	1			
	(b) 980 - 1 350 kg	h	1			
22	Towed vibrating roller	h	1			
23	Portable compressors - Diesel (9,0 - 10,0 m ³ /min.)	h	1			
24	Concrete mixer (350 l: diesel driven)	h	1			
25	Concrete saw (self propelled) 10 - 15 kW	h	1			
26	Crane truck 5t - 12t capacity	h	1			
TOTAL CARRIED FORWARD						

BILL 5 : DAY WORKS						
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	RATE	RATE
				Ehlanzeni DM Price Per Unit (Incl. VAT)	Gert Sibande DM Price Per Unit (Incl. VAT)	Nkangala DM Price Per Unit (Incl. VAT)
A.1	DAYWORKS LABOUR					
BROUGHT FORWARD						
A.1	PLANTHIRE: WORK RATES ON SITE Cont...					
26	Concrete vibrators (35 - 60 mm DN)	h	1			
27	Dumpers 0,5 m3 (Hydraulic tip)	h	1			
28	Water pump with 80 mm DN outlet (diesel driven)	h	1			
29	Arc-welding unit (300 A)	h	1			
30	Generating sets					
	(a) 1,5 kVA (petrol) 220V	h	1			
	(b) 5 kVA (petrol) 220V	h	1			
	(c) 30 kVA (diesel) 380V - 3ph	h	1			
	(d) 50 kVA (diesel) 380V - 3ph	h	1			
	(e) 100 kVA (diesel) 380V - 3ph	h	1			
A.3	LABOUR BASED TOOLS					
1	Hand Operated- supply the following					
	(a) Pick	Each	1			
	(b) Shovel	Each	1			
	(c) Crowbar	Each	1			
	(d) Bucket (10 l)	Each	1			
	(e) Wheelbarrow	Each	1			
2	Percentage mark-up on items approved by the client or with attached invoices for material used.	%				
TOTAL BILL 5 CARRIED SUMMARY						



Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders Good standing

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

Empty text box for purpose of application

Particulars of applicant

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

Trading name (if applicable)

ID/Passport no Company/Close Corp. registered no

Income Tax ref no PAYE ref no 7

VAT registration no 4 SDL ref no L

Customs code UIF ref no U

Telephone no Fax no

E-mail address

Physical address

Postal address

Particulars of representative (Public Officer/Trustee/Partner)

Surname

First names

ID/Passport no Income Tax ref no

Telephone no Fax no

E-mail address

Physical address

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R:

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

Audit

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

Appointment of representative/agent (Power of Attorney)

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

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

Signature of representative/agent

- -

Date

Name of representative/agent

Declaration

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

Signature of applicant/Public Officer

- -

Date

Name of applicant/Public Officer

Notes:

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

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

2.1 Full Name of bidder or his or her representative:

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

¹"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:

Name of state institution at which you or the person connected to the bidder is employed :

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

- 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

- a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.)

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		

Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we 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 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding 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 bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's database as companies or persons prohibited from doing business with the public sector? (Companies or persons who are listed on this database were informed in writing of this restriction by the National Treasury after the <i>audi alteram partem</i> rule was applied).	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)? To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

**I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION
FORM IS TRUE AND CORRECT.**

**I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT,
ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION
PROVE TO BE FALSE.**

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:
(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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 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.

10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

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.