



BID

FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY
AND INSTALL INVISIBLE PERIMETER FENCING AND PROVISION
OF SECURITY GUARDHOUSE AT SIYABUSWA INDUSTRIAL PARK
(CIDB GRADE 5SQ OR HIGHER)

Issued by:

Mpumalanga Economic Growth Agency (MEGA)
02 Eastern Boulevard
Riverside,
Mbombela,

MEGA / 2026 / 13

CLOSING DATE: 31 MARCH 2026 AT 12:00PM

NAME OF A BIDDER: _____

TOTAL PRICE (all inclusive): _____

**THE FOLLOWING PARTICULARS MUST BE FURNISHED
(FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)**

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE BELOW MENTIONED TENDER OF MPUMALANGA ECONOMIC GROWTH AGENCY

BID NUMBER:	MEGA / 2026 / 13	CLOSING DATE:	31 MARCH 2026	CLOSING TIME:	12H00
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DESCRIPTION	THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL INVISIBLE PERIMETER FENCING AND PROVISION OF SECURITY GUARDHOUSE AT SIYABUSWA INDUSTRIAL PARK
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

MBOMBELA, MEGA Office Park, 02 Eastern Boulevard, 1st floor, Supply chain management unit

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
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CONTACT PERSON	Mr. S Lekhuleni	CONTACT PERSON	Mr. Bongane Ngcane
TELEPHONE NUMBER	013 492 5818	TELEPHONE NUMBER	013 492 5818
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	sibusiso.lekhuleni@mega.gov.za	E-MAIL ADDRESS	bongane.ngcane@mega.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?

Yes

No

[IF YES ENCLOSE PROOF]

ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS/SERVICES OFFERED?

Yes

No

[IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)

YES NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA

YES NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION

YES NO

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

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

DATE:

TERMS OF REFERENCE

BID FOR THE APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND INSTALL INVISIBLE PERIMETER FENCING AND PROVISION OF SECURITY GUARDHOUSE AT SIYABUSWA INDUSTRIAL PARK

1. INTRODUCTION

The Mpumalanga Economic Growth Agency, hereinafter referred to as “**MEGA**” is a schedule 3D entity of the Mpumalanga Provincial Government with a mandate of stimulating economic growth in the Province through inter alia:-

- (i) the provision of funding to SMMEs, Co-operatives and Agricultural enterprises, as well as the provision of housing loans to citizens of Mpumalanga within the gap market;
- (ii) proactively identifying investment opportunities within the Province, attracting investment into such opportunities through various trade and investment promotion initiatives, as well as facilitating that such investments into the province derive maximum development impact;
- (iii) delivering massive infrastructure within the Province;
- (iv) the development and management of property in the form of industrial parks which stimulate economic activity in the Province.

In exercising its powers and functions as articulated in the Act, [“the MEGA Act 1 of 2010”], the entity must continually broaden the participation of Mpumalanga citizens in all the sectors of the economy and accordingly contribute, whether directly or indirectly, to the alleviation of poverty, unemployment and inequality.

2. PURPOSE

The Mpumalanga Economic Growth Agency intends to appoint a credible and experienced service provider for the supply and installation of a perimeter fence at Siyabuswa Industrial Park.

3. BACKGROUND

Siyabuswa Industrial Park is one of MEGA's properties situated in the Nkangala District Municipality. The industrial park (IP) has various properties that varies in size, ranging from 240m² to 2175m². The IP also has various businesses like Eskom, Liquor Wholesalers, Department of Education, MEGA offices, etc, which require a certain level of security and care. The IP has also received numerous reports of theft in certain buildings as well as having others that were vandalized due to the free for all access that is not easy to be monitored.

Over the years, MEGA has planned to come up with a turn-around strategy that will seek to protect its properties while also ensuring that tenants assets are safe from any theft that may happen. The strategy seeks to restore faith and trust from tenants who have faced challenges due to thefts that previously happened in the IP.

It is for the above reasons that the Industrial Park be furnished with a perimeter fencing as a turnaround strategy that will try to curb the risk of theft and vandalism to unoccupied buildings.

4. SCOPE OF WORK

The intended scope of work will include tasks such as site establishment or preparation, excavation of trenches in preparation for laying concrete footings, installation of perimeter fencing complete with supporting posts, installation of access gates, guardhouse installation, clearing of overgrown land with thorny bushes and trees using excavator or motor grader, etc. The SoW may also require the potential service provider to adhere to safety regulations, using appropriate tools, and potentially obtaining permits where required.

Refer to the Bills of Quantities attached to the document.

Detailed Breakdown:

a) Site Preparation:

This involves clearing the area of debris, marking boundaries, and potentially levelling the ground.

b) Post Installation:

This includes digging post holes, setting posts (with concrete), and ensuring they are plumb and properly spaced.

c) Panel Installation and Securing bottom Panel with Concrete strips for extra strength:

Carefully installing/mounting the panels between the posts using appropriate screws as per the specification while ensuring that the panel doesn't warble. Bottom surface of panels to be completed with a concrete mix of at least 150mm from ground level, with a mix ration of 20MPa

d) Gate Installation:

The scope covers the installation of the gate posts, rails, and latch mechanisms.

e) Finishing Touches:

This can include tasks like staining the fence, installing caps on posts, or making any necessary repairs.

f) Guardhouse Installation:

Supply and placement of chromadek guardhouses on a concrete platform for security checkpoint purposes, complete with fire extinguishers.

g) Safety and Compliance:

Adhering to safety regulations, using proper tools (such as post hole diggers, hammers, saws), and potentially securing necessary permits are also part of the scope.

h) Quality Control:

Ensuring the fence is straight, sturdy, and meets the agreed-upon specifications is crucial.

i) Communication:

Reporting on work progress and communicating with the client or project manager is essential.

5. PROJECT TIMELINES

The appointed service provider(s) will be required to **start immediately** after signing the contract and complete the installation within a **period of 4 (four) months**.

6. EVALUATION CRITERIA

6.1 THE ADJUDICATION METHOD

The two-stage tender evaluation and awarding process will be used to adjudicate the tender documents that will be submitted by potential bidders. The stages are described as being;

- Stage 1: Responsiveness assessment: Tenders evaluated for responsiveness based on the mandatory requirements stated.
- Stage 2: Functionality assessment
- Stage 3: Quantitative assessment: Financial offer (tender price) evaluation and Empowerment adjudication: Evaluation of the bidders scores for the Price submitted and Specific Goals.

Appointment of a preferred bidder(s)

Subject to the provisions of MEGA Supply Chain Management Policy and the Procurement regulations of 2017,

MEGA reserves the right to:

- a) Where applicable, negotiate the final fee or rates with the preferred bidder.

6.2 MANDATORY REQUIREMENTS

All the submitted bids will be assessed for compliance with the mandatory requirements listed below:

TABLE A: MANDATORY REQUIREMENTS

(Failure to meet the requirements below), the bidder will be disqualified)

1	A letter of Good Standing, issued by the Compensation Fund in terms of the Compensation for Occupational injuries and Diseases Act, 1993 must be attached. The certificate must be valid as at the closing date of the bid. A letter of intent will not be accepted.
2	Company /CC/Trust/Partnership registration certificates
3	Fully completed pricing schedule (BOQ)
4	Fully completed, signed Standard bidding documents
5	Letter of authority to sign the bidding documents
6	Certified copies of Directors' or Shareholders Identity documents
7	Proof registration on Central Supply Database (Detailed report)
8	Letter of approval by the Executive Authority to do business if the entity has a member(s) who is / are Government employees
9	Bidders who submit information that is fraudulent, factually untrue or inaccurate; will be disqualified.
10	Valid CIDB registration and a minimum CIDB grading 5 SQ or higher

6.3 FUNCTIONALITY ASSESSMENT CRITERIA

- a) Responsive bids will first be evaluated on functionality and that bidders who score more than 70 points of the 100 points will be evaluated further on price and Specific Goals
- b) Bidders who score less than the **minimum threshold of 70 points** will automatically be disqualified

1. Functionality Criterion	Weight	Points Scored
1. key personnel committed to this project. 1.1. Project team Organogram 1.2. Key personnel experience (CV's) 1.3. Project lead with Relevant Qualification in Engineering.	40	
2. Experience in comparable projects 2.1. Appointment letter(s) from similar completed projects (Minimum of 3, Maximum 6 will be considered for evaluation) 2.2. Letter of Recommendation / Completion certificate from similar work performed NOTE : Points will be allocated for similar work completed	60	
Total Functionality	100	

A bidder who scores less than 70 points(70%) will not be evaluated further for Price and Specific Goals

6.4 EVALUATION OF PRICE AND SPECIFIC GOALS

The **80/20 preference point system** shall be applied for the purpose of this bid, as per the requirements of the *Preferential Procurement regulations, 2022*

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
Total points for Price and SPECIFIC GOALS	100

The 80/20 preference point system for acquisition of services, works or goods up to the Rand value of R50 Million (VAT inclusive):

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

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{\min} = Price of the lowest acceptable tender

A maximum of 20 points can be awarded to a tenderer for the specific goals specified for the tender.

The points scored for the specific goals will be added to the points scored for price.

7. PRICING SCHEDULE

Refer to Attached: Bills of Quantities attached to the document.

8. CONFIDENTIALITY

This bid and all information in connection therewith shall be held in strict confidence by interested parties and usage of such information shall be limited to preparation of the bid.

9. ENQUIRIES

Enquiries related to this bid may be addressed via email on or before 24 March 2026 and time as indicated below:

All Supply Chain Management enquiries must be directed to:

Supply Chain Management Unit:

Mr. Sibusiso Lekhuleni

Email: scm@mega.gov.za

All Technical or Project related enquiries must be directed to:

Infrastructure Management Unit:

Mr. Bongane Ngcane

TEL: +27 13 492 5818

EMAIL: Bongane.Ngcane@mega.gov.za

10. CLOSING DATE AND TIME

Time: 12h00 pm South African Time (GMT +2.00)

Date: **31 MARCH 2026**

11. COMPULSORY BRIEFING SESSION

BRIEFING SESSION INFO:

Date: 17 March 2026

Time: 11:00

Venue: Ekandustria Industrial Park

SITE VISIT INFO:

Date: 17 March 2026

Time : 14:00

Venue: Siyabuswa Industrial Park

12. METHOD AND PLACE OF SUBMISSION

All the Bid documents together with the supporting documents must be submitted on sealed envelope, marked with the Name of bidder, Bid number, Bid description and closing date and be deposited in the tender box as per closing date and time per bid above.

The address is as follows:

MEGA Head Office
02 Eastern Boulevard, Riverside
Mbombela, 1200

Bid Validity

Bids submitted shall remain valid for a period of **ninety (90) days** from the closing date of the bid.

All bidders are requested to submit the documents in two [2] formats, namely, one [1] original and [1] Copy on USB

SUPPLY AND INSTALLATION OF INVISIBLE WALL PERIMETER FENCING AND PROVISION OF MOBILE SECURITY GUARD HOUSE AT SIYABUSWA INDUSTRIAL PARK IN DR JS MOROKA LOCAL MUNICIPALITY, NKANGALA DISTRICT, MPUMALANGA PROVINCE					
ITEM NO	DESCRIPTION	UNIT	QUANTITY	RATE	AMOUNT
	SECTION NO. 1	H1	0		
	BILL NO 1	H1	0		
	PRELIMINARIES	H1	0		
	BUILDING AGREEMENT AND PRELIMINARIES	H2	0		
	The JBCC Series 2000 Principal Building Agreement (July 2007 edition 5.0, reprint 1) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described		0		
	The JBCC Principal Building Agreement Contract Data EC and the JBCC Principal Building Agreement Contract Data CE form an integral part of this agreement		0		
	The ASAQS Preliminaries (November 2007 edition) published by the Association of South African Quantity Surveyors for use with the said JBCC Principal Building Agreement shall be deemed to be incorporated in these bills of quantities		0		
	Contractors are referred to the abovementioned documents for the intent and meaning of each clause thereof		0		
	These clauses are hereinafter referred to by clause number and heading only. Where standard clauses or alternatives are not entirely applicable to this agreement such modifications, corrections or supplements as will apply are given under each relevant clause heading and such modifications, corrections or supplements shall take precedence notwithstanding anything contrary contained in the abovementioned documents		0		
	Where any item is not relevant to this specific agreement such item is marked N/A (signifying "not applicable")		0		
	PREAMBLES FOR TRADES	H2	0		
	The Model Preambles for Trades (2008 edition) as published by the Association of South African Quantity Surveyors shall be deemed to be incorporated in these bills of quantities and no claims arising from brevity of description of items fully described in the said Model Preambles will be entertained		0		
	Supplementary preambles are incorporated in these bills of quantities to satisfy the requirements of this project. Such supplementary preambles shall take precedence over the provisions of the said Model Preambles		0		
	The contractor's prices for all items throughout these bills of quantities must take account of and include for all of the obligations, requirements and specifications given in the said Model Preambles and in any supplementary preambles		0		
	PRICING OF PRELIMINARIES	H2	0		
	Should the contractor select Option A in terms of subclause 3.2.1 in the Contract Data - Contractor to Employer (CE) for the purpose of adjustment of these preliminaries, the amount entered into the amount column in these preliminaries is to be divided into one or more of the three categories provided namely Fixed (F), Value Related (V) and Time Related (T)		0		
	SECTION A: PRINCIPAL BUILDING AGREEMENT	H2	0		
	Definitions (A1)	H3	0		
	Clause 1.0 - Definitions and interpretation The measuring system used for the preparation of the bills of quantities is the Standard System of Measuring Building Work (sixth edition, revised 1999) published by the Association of South African Quantity Surveyors [1.1] F:..... V:..... T:..... @ 10%	Item	1		R -
	Objective and preparation (A2 - A14)	H3			
	Clause 2.0 - Offer acceptance and performance obligations F:..... V:..... T:.....	Item			

	<p>Clause 3.0 - Documents Refer to Annexure A for a list of the contract drawings Provision is made in the summary page of these bills of quantities for the inclusion of Value Added Tax (VAT) [3.5] The principal agent shall decide which portion of the priced document may be used as a specification of materials and goods or methods, if any [3.9] F:..... V:..... T:.....</p>	Item			
	<p>Clause 4.0 - Design responsibility F:..... V:..... T:.....</p>	Item			
	<p>Clause 5.0 - Employer's agents F:..... V:..... T:.....</p>	Item			
	<p>Clause 6.0 - Contractor's site representative F:..... V:..... T:.....</p>	Item			
	<p>Clause 7.0 - Compliance with laws and regulations Without limiting the generality of the provisions of clause 7.0, the contractor's attention is drawn to the provisions of the Construction Regulations, 2003 issued in terms of the Occupational Health and Safety Act, 1993. It is specifically stated that the employer shall prepare a documented health and safety specification for the works and that the employer shall ensure that the contractor has made provision for the cost of health and safety measures during the execution of the works. The contractor shall price opposite this item for compliance with the act and the regulations and the reasonable provisions of the aforementioned health and safety specification [7.1] F:..... V:..... T:.....</p>	Item			
	<p>Clause 8.0 - Works risk F:..... V:..... T:.....</p>	Item			
	<p>Clause 9.0 - Indemnities F:..... V:..... T:.....</p>	Item			
	<p>Clause 10.0 - General insurances F:..... V:..... T:.....</p>	Item			
	<p>Clause 11.0 - Special insurances F:..... V:..... T:.....</p>	Item			
	<p>Clause 12.0 - Effecting insurances F:..... V:..... T:.....</p>	Item			
	<p>Clause 13.0 - Assignment F:..... V:..... T:.....</p>	Item			
	<p>Clause 14.0 - Security F:..... V:..... T:.....</p>	Item			
	<p>Execution (A15 - A23)</p>	H3			
	<p>Clause 15.0 - Preparation for and execution of the works F:..... V:..... T:.....</p>	Item			
	<p>Clause 16.0 - Site and access Certain areas will be occupied during the construction period and the contractor must execute the works with as little noise and disturbance as possible to the occupants. [16.6] F:..... V:..... T:.....</p>	Item			
	<p>Clause 17.0 - Contract instructions F:..... V:..... T:.....</p>	Item			
	<p>Clause 18.0 -Setting out of the works The contractor shall notify the principal agent if any encroachment of adjoining foundations, buildings, structures, pavements, boundaries, etc. exist in order that the necessary arrangements may be made for the rectification of any such encroachments [18.1] F:..... V:..... T:.....</p>	Item			
	<p>Clause 19.0 - Temporary works and plant Clause 19.1.1 - Enclosure of the works F:..... V:..... T:.....</p>	Item			
	<p>Clause 19.1.2 - Office accommodation - provide suitable office accommodation for site meetings with tables and chairs for ten people F:..... V:..... T:.....</p>	Item			
	<p>Clause 20.0 - Nominated subcontractors Refer to the provisions on general attendance hereinafter F:..... V:..... T:.....</p>	Item			

<p>Clause 21.0 - Selected subcontractors General attendance of n/s subcontractors for pricing by the contractor shall be in accordance with the n/s agreement. Notwithstanding this provision, general attendance shall be deemed to include for the contractor to provide free of charge to any n/s subcontractor such scaffolding as may reasonably be required by such n/s subcontractor for the execution of the relevant subcontract work F:..... V:..... T:.....</p>	Item			
<p>Clause 22.0 - Employer's direct contractors F:..... V:..... T:.....</p>	Item			
<p>Clause 23.0 - Contractor's domestic subcontractors F:..... V:..... T:.....</p>	Item			
<p>Completion (A24 - A30)</p>	H3			
<p>Clause 24.0 - Practical completion F:..... V:..... T:.....</p>	Item			
<p>Clause 25.0 - Works completion F:..... V:..... T:.....</p>	Item			
<p>Clause 26.0 - Final completion F:..... V:..... T:.....</p>	Item			
<p>Clause 27.0 - Latent defects liability period F:..... V:..... T:.....</p>	Item			
<p>Clause 28.0 - Sectional completion F:..... V:..... T:.....</p>	Item			
<p>Clause 29.0 - Revision of date for practical completion The removal and replacement of materials and/or workmanship which do not conform to the specification or the contract drawings shall not constitute grounds for the extension of the construction period nor for the adjustment of the contract value (Clause 29.3) F:..... V:..... T:.....</p>	Item			
<p>Clause 30.0 - Penalty for late or non-completion: 0.05% of the Contract Amount inclusive of Value Added Tax per Calendar day F:..... V:..... T:.....</p>	Item			
<p>Payment (A31 - A35)</p>	H3			
<p>Clause 31.0 - Interim payment Materials and goods stored off site shall not be included in the amount authorised for payment [31.6.5] F:..... V:..... T:.....</p>	Item			
<p>Clause 32.0 - Adjustment to the contract value - NOT APPLICABLE All fluctuations in costs, with the exception of fluctuations in the rate of Value Added Tax, shall be for the account of the contractor [32.13] Where prices are submitted by the contractor or n/s subcontractor during the progress of the works in respect of contract instructions or in regard to a claim under the terms of the agreement and notwithstanding the fact that such prices may be used in an interim payment certificate there is to be no presumption of acceptance. Should the principal agent wish to accept any such prices prior to the issue of the certificate of final completion, it shall be in writing The contractor shall not receive any mark-up for overheads and profit on any omission of tenant installation work or tenant installation work by others. Claims for loss of profit shall not be entertained [32.2] F:..... V:..... T:.....</p>	N/A			
<p>Clause 33.0 - Recovery of expense and loss F:..... V:..... T:.....</p>	Item			
<p>Clause 34.0 - Final account and final payment F:..... V:..... T:.....</p>	Item			
<p>Clause 35.0 - Payment to other parties F:..... V:..... T:.....</p>	Item			
<p>Termination (A36 - A39)</p>	H3			
<p>Clause 36.0 - Termination by employer - contractor's default F:..... V:..... T:.....</p>	Item			
<p>Clause 37.0 - Termination by employer - loss and damage F:..... V:..... T:.....</p>	Item			
<p>Clause 38.0 - Termination by contractor - employer's default F:..... V:..... T:.....</p>	Item			
<p>Clause 39.0 - Termination - cessation of the works F:..... V:..... T:.....</p>	Item			

Dispute (A40)	H3			
Clause 40.0 - Settlement of disputes F:..... V:..... T:.....	Item			
Contract variables (A41 - A42)	H3			
Clause 41.0 - Post tender provisions The contractor is to complete and submit with his tender the JBCC Principal Building Agreement Contract Data CE F:..... V:..... T:.....	Item			
Clause 42.0 - Contractual agreement The required information of the parties and the amount of the contract sum shall be inserted in the agreement for signature of the agreement by the parties F:..... V:..... T:.....	Item			
SECTION B: PRELIMINARIES	H2			
Definitions and interpretation (B1)	H3			
Clause 1.0 - Definitions and interpretation F:..... V:..... T:.....	Item			
Documents (B2)	H3			
Clause 2.1 - Checking of documents F:..... V:..... T:.....	Item			
Clause 2.2 - Provisional bills of quantities F:..... V:..... T:.....	Item			
Clause 2.3 - Availability of construction documentation The budgetary allowances and selected subcontract amounts allocated for subsequent trades included in this agreement will be separately procured, based on multiple procurement of selected subcontractors during the construction period F:..... V:..... T:.....	Item			
Previous work and adjoining properties (B3)	H3			
Clause 3.1 - Previous work - dimensional accuracy F:..... V:..... T:.....	Item			
Clause 3.2 - Previous work - defects F:..... V:..... T:.....	Item			
Clause 3.3 - Inspection of adjoining properties F:..... V:..... T:.....	Item			
Samples, shop drawings and manufacturer's instructions (B4)	H3			
Clause 4.1 - Samples of materials F:..... V:..... T:.....	Item			
Clause 4.2 - Workmanship samples F:..... V:..... T:.....	Item			
Clause 4.3 - Shop drawings F:..... V:..... T:.....	Item			
Clause 4.4 - Compliance with manufacturer's instructions F:..... V:..... T:.....	Item			
Deposits and fees (B5)	H3			
Clause 5.1 - Deposits and fees F:..... V:..... T:.....	Item			
Temporary services (B6)	H3			
Clause 6.1 - Water F:..... V:..... T:.....	Item			
Clause 6.2 - Electricity F:..... V:..... T:.....	Item			
Clause 6.3 - Telecommunication facilities F:..... V:..... T:.....	Item			
Clause 6.4 - Ablution facilities F:..... V:..... T:.....	Item			
Prime cost amounts (B7)	H3			
Clause 7.1 - Responsibility for prime cost amounts F:..... V:..... T:.....	Item			

Special attendance on n/s subcontractors (B8)	H3		
Clause 8.1 - Special attendance F:..... V:..... T:.....	Item		
General (B9)	H3		
Clause 9.1 - Protection of the works F:..... V:..... T:.....	Item		
Clause 9.2 - Protection/isolation of existing/ occupied works Certain areas of the sitewill be occupied during the construction period (see item 4 page 14) F:..... V:..... T:.....	Item		
Clause 9.3 - Security of the works F:..... V:..... T:.....	Item		
Clause 9.4 - Notice before covering work F:..... V:..... T:.....	Item		
Clause 9.5 - Disturbance F:..... V:..... T:.....	Item		
Clause 9.6 - Environmental disturbance F:..... V:..... T:.....	Item		
Clause 9.7 - Works cleaning and clearing F:..... V:..... T:.....	Item		
Clause 9.8 - Vermin F:..... V:..... T:.....	Item		
Caluse 9.9 - Overhand work F:..... V:..... T:.....	Item		
Schedule of variables (B10)	H3		
Information necessary for elections and completion of those clauses contained in the schedule which are necessary for tender purposes is given hereunder. Where no information is given it shall mean that no specific requirements are expected or that the clause is not relevant to this specific contract			
10.1 - Provisional bills of quantities [2.2] The quantities are provisional No			
10.2 - Availability of construction documentation [2.3] Construction documentation is complete Yes			
10.3 - Previous work - dimensional accuracy [3.1]			
10.4 - Previous work - defects [3.2]			
10.5 - Inspection of adjoining properties [3.3]			
10.6 - Water [7.2] Option A (by contractor) Yes Option B (by employer - free of charge) No Option C (by employer - metered)			
10.7 - Electricity [7.3] Option A (by contractor) Yes Option B (by employer - free of charge)			
10.8 - Telecommunications [7.4] Telephone Yes			
10.9 - Ablution facilities [7.5] Option A (by contractor) Yes Option B (by employer)			
10.10 - Protection of the works [9.1]			
10.11 - Protection/isolation of existing/sectionally occupied works [9.2] Protection/isolation is required No			
10.12 - Disturbance [9.5]			
10.13 - Environmental disturbance [9.6]			
SECTION C: SPECIFIC PRELIMINARIES	H2		
Any special items to meet the particular circumstances of a specific project are embodied in this section. Where required for an aspect of the works to be executed according to a design by a consulting engineer, a recital of the headings to the individual clauses of the JBCC Engineering General Conditions are included			
Black economic empowerment and training F:..... V:..... T:.....	Item		

<p>Proprietary branded products F:..... V:..... T:.....</p> <p>The contractor shall take delivery of, handle, store, use, apply and/or fix all proprietary branded products in strict accordance with the manufacturers' instructions after consultation with the manufacturer's authorised representative</p>	Item			
<p>Contract instructions F:..... V:..... T:.....</p> <p>Contract instructions issued on site are to be recorded in triplicate in a contract instruction book which is to be supplied and maintained on site by the contractor</p>	Item			
<p>Labour record F:..... V:..... T:.....</p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number and descriptions of tradesmen and labourers employed by him and all subcontractors on the works each day of that week</p>	Item			
<p>Plant record F:..... V:..... T:.....</p> <p>At the end of each week the contractor shall provide the principal agent with a written record, in schedule form, reflecting the number, type and capacity of all plant, excluding hand tools used on the works each day of that week</p>	Item			
<p>Guarantees F:..... V:..... T:.....</p> <p>Where guarantees are called for, the contractor shall obtain a written guarantee, addressed to the employer, from the firm supplying the materials and/or doing the work and shall deliver same to the principal agent on the certified completion of the contract. The guarantee shall state that workmanship, materials and installation are guaranteed for a specified period from the date of certified completion of the contract, and that any defects that may arise during the specified period shall be made good at the expense of the firm supplying the materials and/or doing the work, upon written notice from the principal agent to do so. This guarantee will not be enforced if the work is damaged by defects in the construction of the building in which case the responsibility for replacement shall rest entirely with the contractor. The principal agent shall be the sole judge of the cause responsible for defects in the work and his decision shall be final and binding in terms of clause 40.2 of the agreement</p>	Item			
<p>Overtime F:..... V:..... T:.....</p> <p>Should overtime be required to be worked for any reason whatsoever, the costs of such overtime are to be borne by the contractor unless the principal agent has specifically authorised, in writing, prior to execution thereof, that costs for such overtime are to be borne by the employer</p>	Item			
<p>Co-operation of contractor for cost management F:..... V:..... T:.....</p> <p>It is specifically agreed that the contractor accepts the obligation of assisting the professional consultants in implementing proper cost management. The contractor will be advised by the principal agent of all cost management procedures which will be implemented to ensure that the final building cost does not exceed the budget. The quantity surveyor undertakes to make available to the contractor all budgetary allowances and cost assessments/reports to enable the proper procedures to be implemented and the contractor will attend all cost plan review and cost management meetings. The contractor undertakes to extend these procedures in regard to all subcontractors</p>	Item			
<p>Occupational Health and Safety Specification F:..... V:..... T:.....</p>	Item			

	<p>The contractor shall comply with all the requirements set out in the Construction Regulations 2003 issued under the Occupational Health and Safety Act, 1993 (Act No 85 of 1993). It is required of the contractor to thoroughly study the Health and Safety Specification that must be read together with and is deemed to be incorporated under this Section of the bills of quantities / lump sum document. The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. In the event of partial or total non-compliance, the principal agent, notwithstanding the provisions of clause A31.0 of Section A or any other clause to the contrary, reserves the right to delay issuing any progress payment certificate until the contractor provides satisfactory proof of compliance. The contractor shall not be entitled to any compensation of whatsoever nature, including extension of time or interest, due to such delay of payment. Provisions for pricing of the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is made under this clause and it is explicitly pointed out that all requirements of the aforementioned are deemed to be priced hereunder and no additional claims in this regard shall be entertained.</p> <p>Allow for the compulsory equipment and clothing, ie hats, safety shoes, safety clothing, safety glasses, safety masks, harnesses, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety posters, boards, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety workshops, meetings, lectures, demonstrations, etc F:..... V:..... T:.....</p> <p>Allow for all compulsory health and safety pamphlets, cards, paperwork, etc to each worker, consultant, public individual, etc coming onto the site F:..... V:..... T:.....</p> <p>Allow for compulsory health and safety files that must be completed daily and must be handed to the employer on completion of the contract F:..... V:..... T:.....</p> <p>Scope of Application as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Notification of Construction Work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Employer's responsibilities as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Principal Contractor's responsibility as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Supervision of construction work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Risk assessment as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Fall protection as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Structures Formwork and Support as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Excavation as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Demolition work as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Tunnelling as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Scaffolding as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Suspended platforms as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Botswains chairs as per Act No 85 of 1993 F:..... V:..... T:.....</p> <p>Materials hoists as per Act No 85 of 1993 F:..... V:..... T:.....</p>	<p>Item</p>			
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Batch plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Explosive powered tools as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Cranes as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Construction vehicles and mobile plant as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Electrical installations and machinery on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Use and temporary storage of flammable liquids on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Water environments as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Housekeeping on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Stacking and storage on construction sites as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Fire precautions as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Construction welfare as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Approved inspection Authorities as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Offences and penalties as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Repeal of regulations as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Short title as per Act No 85 of 1993 F:..... V:..... T:.....	Item			
Obligatory Sub-contracting and Training F:..... V:..... T:.....	Item			
The Contractor shall sub-contract 40% of the work to Domestic Sub-contractors as listed in the Schedule of Sub-Contractors in the Returnable Schedules. The Principal Agent and the Contractor shall at all times make sure that the work complies with the relevant specifications, standards and norms as contained in this tender. The Principal Agent and the Contractor shall provide for the necessary skills transfer and assistance to complete the sub-contracted section of the works. The Principal Agent and the Contractor shall provide the necessary documentation to the Domestic Sub-Contractor for upgrading of the rating by CIDB. BEE Sub-Contractors must be 100% black owned and have offices in Mpumalanga Province				
Expanded Public Works Programme F:..... V:..... T:.....	Item			
The Contractor shall study the guidelines for the implimentation of labour-intensive infrastructure projects under the Expanded Public Works Programme (EPWP) attached to this document. The Contractor shall take note of the requirements and inform all selected and or other sub-contractors, as no claim afterwards will be entertained				
C11.1Local and targeted labour F:..... V:..... T:.....	Item			
Allow for regular submission of proof of employment of local skilled and unskilled labour to Employer's representative F:..... V:..... T:.....	Item			
Training allowance paid to targeted labour in respect of formal training. F:..... V:..... T:.....	Item			
Extra over for the administration of payment of training allowances to targeted labour F:..... V:..... T:.....	Item			

<p>Transport and accommodation of workers for training where it is not possible to undertake the training in close proximity to the site F:..... V:..... T:.....</p>	Item			
<p>C12:Contract drawings F:..... V:..... T:.....</p>	Item			
<p>The drawings issued with the tender documents do not comprise the complete set but serve as a guide only for tendering purposes and for indicating the scope of the work to enable the tenderer to acquaint himself with the nature and extent of the works and the manner in which they are to be executed. Should any part of the drawings not be clearly understood by the tenderer he shall, before submitting his tender, obtain clarification in writing from the principal agent</p>				
<p>C13:General preambles F:..... V:..... T:.....</p>	Item			
<p>C14:Trade names F:..... V:..... T:.....</p>	Item			
<p>Wherever a trade name form any product has been described in the bills of quantities / lump sum document, the tenderer's attention is drawn to the fact that any other product of equal quality may be used subject to the written approval of the principal agent being obtained prior to the closing date for submission of tenders. If prior written approval for an alternative product is not obtained, the product described shall be deemed to have been tendered for</p>				
<p>C15:Community Liaison Officer F:..... V:..... T:.....</p>	Item			
<p>Allow for a Community Liaison Officer (CLO) to be appointed F:..... V:..... T:.....</p>	Item			
<p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the site office. F:..... V:..... T:.....</p>	Item			
<p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the toilets. F:..... V:..... T:.....</p>	Item			
<p>Allow for net extra cost involved in the employment of a Community Liaison Officer (CLO) in respect of the sheds. F:..... V:..... T:.....</p>	Item			
<p>C16: SANS 1921-6: HIV/AIDS Awareness read in conjunction with the Associated Specification Data F:..... V:..... T:.....</p>	Item			
<p>General requirements (Clause 4.1) F:..... V:..... T:.....</p>	Item			
<p>HIV/AIDS awareness programme (Clause 4.2) F:..... V:..... T:.....</p>	Item			
<p>Reporting (Clause 4.3) F:..... V:..... T:.....</p>	Item			
<p>SUMMARY OF CATEGORIES</p>	H3			
<p>Category : Fixed R..... Category : Value R..... Category : Time R.....</p>				
<p>SECTION 1:TOTAL-P & G's</p>				R -

SECTION NO. 2	H1			
EXTERNAL WORKS				
BILL NO. 1	H1			
INVISIBLE WALL PERIMETER FENCING				
EARTHWORKS (PROVISIONAL)				
SITE CLEARANCE ETC				
Site clearance	H4	0		
Digging up and removing rubbish, debris, vegetation, hedges, shrubs and trees not exceeding 200mm girth, bush, etc	m2	4970	R	-
Stripping average 150mm thick layer of top soil and stockpiling on site	m2	4970	R	-
EXCAVATION, FILLING, ETC	H3			
EXCAVATION, FILLING, ETC OTHER THAN BULK				
Excavation in earth not exceeding 2m deep	H4			
Holes	m3	73	R	-
Extra over trench and hole excavations in earth for excavation in	H4			
Soft rock	m3	7	R	-
Extra over all excavations for carting away	H4			
Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m3	73	R	-
Risk of collapse of excavations	H4			
Sides of trench and hole excavations not exceeding 1,5m deep	m2	722	R	-
Keeping excavations free of water	H4			
Keeping excavations free of all water other than subterranean water	Item	1	R	-
SOIL POISONING				
Soil insecticide				
To bottoms and sides of trenches	m2	843	R	-
CONCRETE, FORMWORK AND REINFORCEMENT	H3	0		
REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES	H3	0		
20MPa/19mm concrete	H4	0		
Bases	m3	73	R	-
Ground beams underneath fencing (all inclusive)	m	2181	R	-
TEST BLOCKS	H3			
Making and testing 150 x 150 x 150mm concrete strength test cube (Provisional)	No	2	R	-
Welded mesh fencing or other equal and approved invisible wall	H3			
Panel shall be 3,305m width and 2.4m in height. Panel aperture size (centers) shall be 76,2 x 12,7mm. Wire diameter shall be 3,5mm. The panel shall be reinforced with 4 x 50mm deep 'V' formation horizontal recessed bands (rigidity). Panel shall have 2x 70' flanges along sides (internal fixtures-all fixtures shall be on the inside of fence line). Panel shall have 1 x 90' flange along top and 1 x 30' flange along toe (integrated rigid angle). Panel post shall have a flush panel post finish with no climbing aid. Panel shall be affixed to post over 48 line wires using 8 x Double bolt comb clamps and 8 x Single bolt comb clamps using 24 x Anti vandal bolts. Panel and fixtures shall be galvanized, then Polymetic 6000 coated.	m	2485	R	-
Galvanised and alu coated spike bolted to high security fence installed as per manufacturer's specifications	m	2485	R	-

<p>Fence Posts</p> <p>76mm - tapering to 45mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap</p> <p>3.0m high Corner Fence post galvanised and Alu coated size 76 x 76mm with a depth of 85mm with and including locking recess mechanism to secure panel edge complete with a UV stabilised polymer cap</p> <p>Gates, screens, etc.</p> <p>Extra over for clear view fencing for gates</p> <p>Supply and install sliding gate measuring 5m x 2.4m finished with galvanized polymeric 6000 coats (Jet Black). Gate should include guiding rails and support posts, as well as a locking slot.</p>	<p>No</p> <p>No</p> <p>H3</p> <p>H3</p> <p>No</p>	<p>602</p> <p>152</p> <p></p> <p></p> <p>3</p>		<p>R</p> <p>R</p> <p></p> <p></p> <p>R</p> <p>-</p> <p>-</p> <p>-</p>
<p>SECTION 2: EXTERNAL WORKS- INVISIBLE WALL PERIMETER FENCING</p>				<p>R</p> <p>-</p>
<p>SECTION NO. 3</p>				<p>H1</p>
<p>BILL NO. 1</p>				<p>H1</p>
<p>PROVISIONAL SUMS</p>				<p>H1</p>
<p>NOTES:</p>				<p>H2</p>
<p>1.The Contractor's attention is drawn specifically to the Principal Building Agreement Clause 20.0 (Nominated Sub-Contractors), Clause 21.0 (Selected Sub-Contractors) and Clause 22 (Work by Others) and to the related Clauses in Section 1, Bill No. 1 - Preliminaries</p> <p>2.The Contractor's attention is drawn also to the definition of attendance on Nominated or Selected Sub-Contractors and of fuel, power and water for commissioning of mechanical and other specialised installations given in the JBCC Preliminaries</p> <p>3.Where special attendance includes the provision of hoisting facilities for a Sub-Contractor then the Contractor shall:-</p> <p>*Ensure that the capacities of his hoisting equipment are sufficient to deal with the masses and the quantities of the items to be hoisted,</p> <p>*Schedule the times of availability of the hoisting equipment for each Sub-Contractor,</p> <p>*Provide all necessary personnel to operate the hoisting equipment,</p> <p>all to enable the Sub-Contractor to execute the hoisting or lowering of his material, etc. using the facilities provided by the Contractor</p> <p>4.Under no circumstances may any Provisional Amount, etc. be extended at an amount lower than the amount given in this Bill</p>				
<p>Provisional sums will only be used with the prior approval of the Mpumalanga Department of Public Works, Roads and Transport</p>				<p>H2</p>
<p>Provisional sums will only be used with the prior approval of the Mpumalanga Department of Public Works, Roads and Transport</p>				
<p>MOBILE SECURITY GUARD HOUSE</p>				
<p>Provide the amount of R 440 000.00 for 2 x mobile security guard house</p>				<p>Item</p> <p>1</p> <p>R</p> <p>-</p>
<p>Profit</p>				<p>Item</p> <p>10,0%</p> <p>R</p> <p>-</p>
<p>Allow for general attendance</p>				<p>Item</p> <p>5,0%</p> <p>R</p> <p>-</p>
<p>ELECTRICAL INSTALLATIONS TO GUARD HOUSES</p>				
<p>Allow for provisional sum of R 40 000.00 for electrical works and all accessories including stripping off the existing damaged wiring</p>				<p>Item</p> <p>1</p> <p>R</p> <p>-</p>
<p>Profit</p>				<p>Item</p> <p>10,0%</p> <p>R</p> <p>-</p>
<p>Attendance to the contractor</p>				<p>Item</p> <p>5,0%</p> <p>R</p> <p>-</p>
<p>SECTION 3: TOTAL PROVISIONAL SUM</p>				<p>R</p> <p>-</p>

SUMMARY				
SECTION 1:TOTAL-P & G's	Sum	1		R -
SECTION 2: EXTERNAL WORKS- INVISIBLE WALL PERIMETER FENCING	Sum	1		R -
SECTION 3: TOTAL PROVISIONAL SUM	Sum	1		R -
SUB TOTAL (A)	ST	0		R -
COMMUNITY LIASON OFFICER	H3	0		
Provide the amount of R 30 000 (Thirty Thousand Rands @ R 7 500.00/month x 4 Months) for the appointment of community liaison officer	Item	1		R -
SUB TOTAL (B)	ST	0		R -
CONTINGENCY	H3	0		
Allow 2,5% Contingencies	Item	1		R -
SUB TOTAL (C)	ST	0		R -
Add: Value Added Tax @ 15.0%	TAX	15%		R -
TOTAL CARRIED TO TENDER				R -

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

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

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS

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

SBD4

1, 2 and 3 ABOVE IS CORRECT.

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	
Enterprise owned by Black people	4
Enterprise owned by Women	4
Enterprise owned by Youth	4
Enterprise owned by Disabled	4
Enterprise owned by SMME's-QSE and EME	4
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \text{ or } P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprise owned by Black people	N/A	4	N/A	
Enterprise owned by Women	N/A	4	N/A	
Enterprise owned by Youth	N/A	4	N/A	
Enterprise owned by Disabled	N/A	4	N/A	
Enterprise owned by SMME's-QSE and EME	N/A	4	N/A	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

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

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

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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