

CHR5-22/23- 0008

**ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS:
DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR
PARKING, BATHANDWA NDONDO OFFICE PARK, ENGCOCO ERF 207 & 208,
ERF 221 ENGCOCO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170,
WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA
CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4**

BIDDER:

CSD REGISTRATION:

CLOSING DATE:

03 OCTOBER 2022

CLOSING TIME:

11H00

ENQUIRIES:

SUPPLY CHAIN MANAGEMENT
EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE- CHRIS HANI
REGIONAL OFFICE.
NO. 1 CREAMERY ROAD
PRIVATE BAG X 7114
QUEENSTOWN, 5320

SCM SPECIFIC ENQUIRIES

Enquires: Ms Babalwa Mshede
Email Address: Babalwa.Mshede@ecdpw.gov.za
Tel No: 045 807 6663/6624

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Ms Muriel Mabunda
Email Address: Muriel.mabunda@ecdpw.gov.za
Tel No: 040 602 4398/ 045 807 6709

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

PART A- INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE					
BID NUMBER:	CHR5-22/23-0008	CLOSING DATE:	03 OCTOBER 2022	CLOSING TIME:	11H00
DESCRIPTION	ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVD FOR PARKING, BATHANDWA NDONDO OFFICE PARK, ENGCOCO ERF 207 & 208, ERF 221 ENGCOCO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE CHRIS HANI REGIONAL OFFICE, NO 1 CREAMERY ROAD, OLD CPA BUILDING, KINGS PARK, KOMANI.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms Babalwa Mshede		CONTACT PERSON	Ms Muriel Mabunda	
TELEPHONE NUMBER	045 807 6663/24		TELEPHONE NUMBER	040 602 4398/ 045 807 6709	
FACSIMILE NUMBER	045 838 1525		FACSIMILE NUMBER	045 838 1525	
E-MAIL ADDRESS	Babalwa.Mshede@ecdpw.gov.za		E-MAIL ADDRESS	Muriel.mabunda@ecdpw.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
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE FOLLOWING]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> 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.					

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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, 2017, 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 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."

For ease of reference, Bidders must enter their bid offer/s in the space provided below:

ITEM NO.	SERVICE/ITEM REQUIRED	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in words)
1.	DPWI CHRIS HANI REGIONAL OFFICES		
	PRD CAMP OPEN AREA RESERVED FOR PARKING		
	TOTAL SPACE 9 925m²	R..... (carried over from page 16) (carried over from page 16)
2.	BATHANDWA NDONDO OFFICE PARK	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in figures)
	TOTAL SPACE 41 481m²		
		R..... (carried over from page 16) (carried over from page 16)
3.	CALA CONVENT ONE STOP CENTRE	GRAND TOTAL (amount in figures)	GRAND TOTAL (amount in figures)
	CALA OLD HOSPITAL ONE STOP CENTRE		
	ARTHUR TSENGIWE ONE STOP CENTRE		

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	TOTAL SPACE 33 281m²	R..... (carried over from page 17) (carried over from page 17)
4.	LADY FRERE ERF 4 LADY FRERE ERF 124 TOTAL SPACE 8 400m²	GRAND TOTAL (amount in figures) R..... (carried over from page 17)	GRAND TOTAL (amount in figures) (carried over from page 17)
5.	COFIMVABA DEPOT ERF 199 TOTAL SPACE 10 583m²	GRAND TOTAL (amount in figures) R..... (carried over from page 18)	GRAND TOTAL (amount in figures) (carried over from page 18)
6.	WHITTLESEA ERF 169- 170 WHITTLESEA DEPOT TOTAL SPACE 32 573m²	GRAND TOTAL (amount in figures) R..... (carried over from page 18)	GRAND TOTAL (amount in figures) (carried over from page 18)
7.	ENGCOBO ERF 207- 208 ENGCOBO ERF 221 TOTAL SPACE 4 659m²	GRAND TOTAL (amount in figures) R..... (carried over from page 19)	GRAND TOTAL (amount in figures) (carried over from page 19)

OTHER CONDITIONS:

- This bid is divided into seven (7) items/areas and the Department intends to award one (1) item/area per bidder to the highest point scoring bidder/s per item/area, unless circumstances justifies otherwise. Bidders reserve the right to quote for one or more items/areas.
- If the Bid Sum (amount in words) per item differs from the Bid Sum (amount in figures), the Bid Sum (amount in words) per item will govern. Failure to complete both the Bid Sum (amount in words) and the Bid Sum (amount in figures), will automatically invalidate the offer submitted.

SIGNATURE OF BIDDER:

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

DATE:

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BID INVITATION NOTICE

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Quotation documents may be downloaded for free of charge from the Department of Public Works and Infrastructure website (www.ecdpw.gov.za/tenders) from **16 SEPTEMBER 2022**.

The closing date and time for receipt of quotations is **11h00 on 03 OCTOBER 2022**. Completed Quotation documents in a sealed envelope endorsed with the relevant quotation number, description and the closing date, **must be deposited in the bid box that is located at the entrance foyer, ground floor of the Department of Public Works and Infrastructure; Chris Hani Regional Offices, No. 1 Creamery Road, Old CPA building, Komani** not later than the closing date and time.

Quotations received after the closing date and time will not be accepted for consideration and where practicable, be returned unopened to the Tenderer(s). It is also the responsibility of the tenderer to ensure that quotation documents are submitted on or before closing time, date, place and correct location and this includes tenderers using courier services, as the department will not take responsibility for wrong and late delivery. Quotations must not be delivered to Departmental officials.

A. EVALUATION CRITERIA

This quotation will be evaluated in Two (2) stages as follows:

Stage One: Compliance and responsiveness to the bid rules, conditions and specification (price all items accordingly). Failure to comply will render the quotation non-responsive and will not be evaluated further.

Stage Two: Tenderers passing the stage above will thereafter be evaluated on PPPFA as indicated below.

80/20 preference point system for acquisition of goods or services for Rand value equal to or above R30 000 and up to R50 million, points distribution as follows in accordance with Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000), Preferential Procurement Regulations, 2017:

Maximum points on price	-	80 points
Maximum points for B-BBEE	-	20 points
TOTAL POINTS	-	100 points

B. BID SPECIFICATIONS, CONDITIONS AND RULES

- This bid is divided into seven (7) items/areas and the Department intends to award one (1) item/area per bidder to the highest point scoring bidder/s per item/area, unless circumstances justifies otherwise. Bidders reserve the right to quote for one or more items/areas.

- This bid is for the Chris Hani region of the Eastern Cape Department of Public Works & Infrastructure only.
- SBD 4, Bidders Disclosure must be duly completed and signed. In the event that the bidder or any 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, such interest must be disclosed on question 2.3.1.
- The Department of Public Works & Infrastructure may accept or reject any offer and may cancel the bid process or reject all bid offers at any time before the formation of a contract.
- The bid will be **valid** for a period of **90 days** after the closing date.
- Contract duration is one (1) month.
- Other bid conditions and rules are detailed in the bid document.

C. ENQUIRIES WITH REGARD TO THIS ADVERT MAY BE DIRECTED TO:

SCM SPECIFIC ENQUIRIES

Enquires: Ms Babalwa Mshede

Email address: Babalwa.Mshede@ecdpw.gov.za

Tel No: 045 807 6663/24

TECHNICAL /PROJECT SPECIFIC ENQUIRIES

Enquires: Ms Muriel Mabunda

Email Address: Muriel.mabunda@ecdpw.gov.za

Tel No: 040 602 4398/ 045 807 6709

FOR COMPLAINTS, FRAUD, & TENDER ABUSE:

Call: 0800 701 701

SPECIAL CONDITIONS OF CONTRACT

1. INTERPRETATION

- a. The word "Tenderer" in these conditions shall mean and include any firm of Contractors or any company or body incorporated or unincorporated.
- b. The word "Department" in these conditions shall mean the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS & INFRASTRUCTURE.

2. EXTENT OF BID

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3. CONTRACT TO BE BINDING

The formal acceptance of this Quotation by the Department will constitute a contract binding on both parties, and the Department may require sureties to its satisfaction from the contractor, for the due fulfilment of this contract, should it be requested in the Terms of Reference.

4. MODE OF BID

All Bid documents shall be fully completed and signed: All forms, annexures and addendums (where applicable) shall be signed and returned with the quotation document as a whole. ***The lowest bid will not necessarily be accepted.***

The department wishes to deal on a prime contractual basis with the successful bidder/s being responsible and accountable for all aspects of the entire solution or service offered.

5. QUALITY

Should the specifications and / or descriptions not address any aspects of quality as specified, this should be clarified with the Department prior to the submission of a Bid.

6. INSURANCE CLAIMS, ETC.

The Department will not be liable in any manner in respect of any claims, damages, accidents and injuries to persons, property or rights or any other courses of civil or criminal action that may arise from the carrying out of this contract.

The contractor shall insure his / her / their personnel and any plant, machinery or other mechanical or electronic equipment involved in the fulfilment of this contract and shall indemnify The Department against all risks or claims which may arise.

7. PERIOD OF VALIDITY FOR BIDS AND WITHDRAWAL OF BID AFTER CLOSING DATE

All quotations must remain valid for a period of **ninety (90) days** from the closing date as stipulated in the quotation document.

8. PENALTY PROVISION

8.1 Should the successful Tenderer:

- a) Withdraw the quotation during the afore-mentioned period of validity; or
- b) Advise the Department of his / her / their inability to fulfil the contract; or
- c) Fail or refuse to fulfil the contract; or
- d) Fail or refuse to sign the agreement or provide any surety if required to do so;

Then, the Department may have held the tenderer responsible for and is obligated to pay to the Department:

- a) All expenses incurred by the Department to advertise for or invite and deliberate upon new tenders, should this be necessary.
- b) The difference between the original accepted Bid price (inclusive of escalation) and:
 - i) A less favourable (for the Department) Bid price (inclusive of escalation) accepted as an alternative by the Department from the Bids originally submitted; or
 - ii) A new Bid price (inclusive of escalation).

8.2 Should the successful tenderer fail to deliver, provisions of the General Conditions of Contract (GCC) will apply.

8.3 Disputes between the Department and a tenderer (if any) will be dealt with in the form of litigation.

8.4 The penalties will be applied as per the GCC.

9 VALUE ADDED TAX

- (i) In calculating the cost of the supply and delivery of services and / or material, the supplier will issue a "Tax Invoice" for all services rendered and / or materials supplied, which will reflect the exclusive cost of such services, goods or materials with the relevant Value Added Tax being added to the total. Bidders are not entitled to claim VAT if they are not VAT registered.

10 AUTHORITY TO SIGN BID DOCUMENTS

- a) In the case of a Bid being submitted on behalf of a company, close corporation or partnership, evidence must be submitted to the Department at the time of submission of the Bid that the Bid has been signed by persons properly authorised thereto by resolution of the directors or under the articles of the entity.
- b) In the case of a joint venture or consortium at least one directors/ members of each party to the joint venture or consortium must give consent to give authorisation for signatory to this bid.
- c) In the event that a resolution to sign is not completed by all directors/ members of the enterprise, the signature of any one of the directors or members to this bid will bind all the directors/ members of the enterprise and will therefore render the bid valid.
- d) No authority to sign is required from a company or close corporation which has only one director or member.
- e) In the event that a non-member/ non-director to the enterprise sign this declaration, and no authority is granted, it will automatically invalidate the bid.
- f) Accept that failure to submit proof of authorisation to sign the quotation where applicable will result in the quotation offer being regarded as non-responsive.**

11 CONTRACT PERIODS

The successful bidder/s will be expected to commence with works immediately after signing the contract and the duration of the work is thirty (30) days.

12 DISPUTES OR LIABILITIES

In the event that disputes/ liabilities cannot be resolved by internal systems, the disputes will be settled by litigation.

13 NEGOTIATION WITH THE IDENTIFIED PREFERRED BIDDER

This quotation will be awarded to the bidder/s scoring the highest PPPFA points. However, if the offer/s believed not be market related, the Department reserves the right to negotiate with tenderers in accordance with the PPPFA regulations.

14 COMMUNICATION

- a. A nominated official of the tenderer(s) can make enquiries in writing, to the specified persons, as indicated on Page 1 and 6 of this document via email. Tenderer(s) are advised to reduce all telephonic enquiries to writing and send to the mentioned email address.
- b. The delegated office (SCM) of Department of Public Works & Infrastructure may communicate with Bidder(s) where clarity is sought in the quotation proposal.
- c. Any communication to an official or a person acting in an advisory capacity for Department of Public Works & Infrastructure in respect of the bid between the closing date and the award of the bid by the Bidder(s) is discouraged.
- d. All communication between the Bidder(s) and Department of Public Works & Infrastructure shall be done in writing.
- e. Whilst all due care has been taken in connection with the preparation of this bid, Department of Public Works & Infrastructure makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidder(s) during the bidding process is, or will be, accurate, current or complete. Department of Public Works & Infrastructure, and its employees and advisors will not be liable with respect to any information communicated which may not be accurate, current or complete.
- f. If Bidder(s) finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by Department of Public Works & Infrastructure (other than minor clerical matters), the Bidder(s) must promptly notify Department of Public Works & Infrastructure in writing of such discrepancy, ambiguity, error or inconsistency in order to afford Department of Public Works & Infrastructure an opportunity to consider what corrective action is necessary (if any).
- g. Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by Department of Public Works & Infrastructure will, if possible, be corrected and provided to all Bidder(s) without attribution to the Bidder(s) who provided the written notice.
- h. All persons (including Bidder(s)) obtaining or receiving the bid and any other information in connection with the Bid or the Tendering process must keep the contents of the Bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

15 CONDITIONS WITHDRAWN FROM THE GENERAL CONDITIONS OF CONTRACT

Spare parts (paragraph 14)

16 SUPPLIER DUE DILIGENCE

Department of Public Works & Infrastructure reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits/In loco Inspection.

17 PREPARATION COSTS

The Bidder will bear all its costs in preparing, submitting and presenting any response or Tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing **Department of Public Works & Infrastructure**, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the bidder(s) in the preparation of their response to this bid.

18 INDEMNITY

If a bidder breaches the conditions of this bid and, as a result of that breach, Department of Public Works & Infrastructure incurs costs or damages (including, without limitation, the cost of any investigations, procedural impairment, repetition of all or part of the bid process and/or enforcement of intellectual property rights or confidentiality obligations), then the bidder indemnifies and holds Department of Public Works & Infrastructure harmless from any and all such costs which **Department of Public Works & Infrastructure** may incur and for any damages or losses **Department of Public Works & Infrastructure** may suffer.

19 PRECEDENCE

This document will prevail over any information provided during the period of advertisement whether oral or written, unless such written information provided, expressly amends this document by reference.

20 LIMITATION OF LIABILITY

A bidder participates in this bid process entirely at its own risk and cost. **Department of Public Works & Infrastructure** shall not be liable to compensate a bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this Bid process.

21 TAX COMPLIANCE

No tender will be awarded to a bidder who is not tax compliant.

22 GOVERNING LAW

South African law governs this bid and the bid response process. The bidder agrees to submit to the exclusive jurisdiction of the South African courts in any dispute of any kind that may arise out of or in connection with the subject matter of this bid, the bid itself and all processes associated with the bid.

23 BRAND NAMES

Wherever a brand name is specified in this bid/quotation document (i.e. in the specifications, pricing schedule or bill of quantities or anywhere in this document), the department's requirement is not limited to the specified and it requires an item equivalent/similar/better.

24 OTHER CONDITIONS OF BID

The bidder or each company to a consortium/ joint venture must be registered on Central Supplier Database (CSD) prior to award.

All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD.

The Department will contract with the successful bidder by signing a formal contract.

BID EVALUATION CRITERIA

This quotation will be evaluated in Two (2) stages as follows:

Stage One: Compliance and responsiveness to the bid rules, conditions and specification (price all items accordingly). Failure to comply will render the quotation non-responsive and will not be evaluated further.

Stage Two: Tenderers passing the stage above will thereafter be evaluated on PPPFA

STAGE ONE: COMPLIANCE AND RESPONSIVENESS TO THE BID RULES, CONDITIONS AND SPECIFICATION:

A. Bidders' proposals must meet the following minimum requirements and the required supporting documents must be submitted with the completed quotation document in a sealed envelope in the bid box at the closing date and time. Failure to comply will automatically eliminate the quotation for further consideration:

1. This quotation document must be submitted in its original format.
2. Bids which are late, incomplete, unsigned or submitted by facsimile or electronically, will not be accepted.
3. Bidders must be a legal entity or partnership or joint venture or consortia.
4. Form SBD1 "Part A" should be completed and "Part B" must be duly completed and signed (date, signature, amount).
5. If the Bid Sum (amount in words) as per form SBD1, differs from the Bid Sum (amount in figures), the Bid Sum (amount in words) will govern. Failure to complete the Bid Sum (amount in words) will automatically invalidate the offer submitted.
6. SBD 3.1- Pricing Schedule - Firm Prices – must be completed.
7. SBD 4- Bidder's Disclosure must be duly completed and signed. In the event that the bidder or any 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, such interest must be disclosed on question 2.3.1.
8. If the offer is "Vat Inclusive", the VAT registration number of service provider should be indicated on SBD1 and if a service provider is not a VAT Vendor but include VAT in its prices, the successful service provider will be requested to register as a VAT Vendor with SARS, after the issuing of an appointment letter. VAT vendors must include VAT at 15% in their bid offer(s).
9. Resolution to Sign (where applicable) must be fully completed and signed.

B. Other Conditions of bid

1. DPW & I SCM Policy applies (the Department of Public Works & Infrastructure SCM policy applies.)
2. This bid is divided into seven (7) items/areas and the Department intends to award one (1) item/area per bidder to the highest point scoring bidder/s per item/area, unless circumstances justifies otherwise. Bidders reserve the right to quote for one or more items/areas.
3. The awarded bidder will be expected to comply with the specification, failure to do so after engagements, the Department reserves the right to terminate the contract.

4. The bidder must be registered on the Central Supplier Database (CSD) prior the award.
5. All bidders' tax matters must be in order prior award. Bidders' tax matters will be verified through CSD. Any prospective bidder found to have Tax matters not in order with SARS (verified through CSD) during the evaluation process (after being given an opportunity to rectify tax matters) will be eliminated and not be considered further in the process. Preferred bidder/s will be afforded an opportunity to rectify their tax affairs within 7 days. A bidder that fails to rectify its tax matters with SARS will be eliminated.
6. Failure to complete section 5: SUB-CONTRACTING as per the SBD 6.1, will automatically results in the non-awarding of points for B-BBEE.
7. A valid original or valid certified copy of B-BBEE certificate shall be submitted with the bid OR a valid original or valid certified copy of a Sworn Affidavit attested by a Commissioner of Oaths for (EMEs/QSEs) shall be submitted in order to qualify for preference points for B-BBEE. In case of a joint venture or consortium submitting, a consolidated valid original or certified copy of B-BBEE certificate shall be submitted. In case of EMEs/QSEs submitting separate Sworn Affidavits, the EME or QSE with the lowest B-BBEE contributor will be used for purposes of calculating points. Bidders are encouraged to either consolidate their B-BBEE point calculations or form joint ventures with partners which have the same level of B-BBEE contribution or higher. Failure to comply with this, will automatically results in the non-awarding of points for B-BBEE.
8. Should the bidder intend to sub-contract more than 25%, it is compulsory to submit a valid original or a certified copy of B-BBEE certificates OR valid original or certified copy of a Sworn Affidavit attested by a Commissioner of Oaths (for EMEs/QSEs) for all proposed sub-contractors. Failure will automatically result in no points awarded for B-BBEE, irrespective if the main bidder submitted an original or certified copy of his/her own B-BBEE certificate.
9. Wherever a brand name is specified in this document (i.e. specifications, pricing schedule, bill of quantities or anywhere), the department requires an item similar/equivalent or better.
10. Returnable Documents: Company Details should be completed.
11. Returnable Documents: Company Composition should be completed.
12. Declaration: Validity of Information Provided should be fully completed.
13. The tender has offered a market related offer. If the offer is believed not to be market related, the department through its Supply Chain Management Bid Committees will attempt to negotiate the offer with identified bidder/s to a reasonable amount. Bidders are not allowed to increase their tender offers during this process.

STAGE TWO: EVALUATION POINTS ON PRICE AND B-BBEE REGULATIONS OF 2017.

The **80/20 preference point system** shall be applied for the purposes of this bid as per the requirements of the *Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000)* and BBBEE/ PPPFA Regulations of 2017

CRITERIA	POINTS
POINTS ON PRICE	80
B-BBEE	20
TOTAL	100

SCOPE OF WORKS AND SPECIFICATION

CHR5-22/23-0008

ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR PARKING, ENGCOCO ERF 207 & 208, ERF 221 ENGCOCO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4

4.1 PROJECT DURATION:

The successful tenderer/s will be expected to commence with works immediately after signing the contract and the duration of the work will be thirty (30) days.

4.2 SCOPE OF WORK

The successful tenderer/s shall do grass cutting and cleaning at various sites as indicated below for the Department of Public Works and Infrastructure Chris Hani Region.

4.2.1 SPECIFICATION FOR GRASS CUTTING AND CLEANING

The successful tenderer/s will be doing removal of small trees, grass, bush clearing; unwanted plants and undesired vegetation shall be removed by suitable equipment such as brush cutters and machinery for that specific area.

The areas of the sites are as follows:

1. DPWI CHRIS HANI REGIONAL OFFICES – **6 427m²**
PRD CAMP OPEN AREA RESERVED FOR PARKING – **3 498m²**
TOTAL SPACE 9 925m²
2. BATHANDWA NDONDO OFFICE PARK (A, B, C AND D) - **41 481m²**
TOTAL SPACE 41 481m²
3. CALA CONVENT ONE STOP CENTRE – **6 616m²**
CALA OLD HOSPITAL ONE STOP CENTRE – **3 178 m²**
ARTHUR TSENGIWE ONE STOP CENTRE - **23 487 m²**
TOTAL SPACE 33 281m²
4. LADY FRERE ERF 4 – **1 200 m²**
LADY FRERE ERF 124 – **7 200m²**
TOTAL SPACE 8 400m²
5. COFIMVABA DEPOT ERF 199- **10 583 m²**
TOTAL SPACE 10 583m²
6. WHITTLESEA ERF 169-170 - **19 613m²**
WHITTLESEA DEPOT- **12 960m²**
TOTAL SPACE 32 573m²

ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR PARKING, BATHANDWA NDONDO OFFICE PARK, ENGCOCO ERF 207 & 208, ERF 221 ENGCOCO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4

7. ENGCOCO ERF 207-208 – **3 325 m²**
ENGCOBO ERF 221- **1 334 m²**
TOTAL SPACE 4 659m²

4.2.2 OTHER IMPORTANT CONDITIONS OF SPECIFICATION:

Grass shall be cut to a height of 50mm measured above the surrounding ground level and removed away from the site to the **nearby authorized dumping site**. All small tree shrubs (waist level) to be removed. All rubble to be removed. No burning of grass allowed on site. Cleaning of parking bays and paved area.

The contractor shall ensure that the overhead services, building, structures and fences are carefully protected over damages when carrying out the work.

Removal of unwanted plants will be done in-between paving blocks, aprons and all around areas with concrete, pavement cracks, sidewalks and driveways.

Removal of dirt that is lying on the grass, around the edges of Walkways, Parking areas and pavement.

Small trees that are growing in the yard (unplanted trees) to be removed

Bidders must not burn rubbish on site for the safety of the structures and to avoid dangerous and unpleasant fumes from burning objects e.g. plastics especially to asthmatic people.

All bidders must ensure that they have grass-cutting machines suitable for the project. Failure to have the grass-cutting machines during the commencement of the project may lead to cancellation of the bid.

ALL WORK WILL BE INSPECTED TO THE SATISFACTION OF THE DEPARTMENT

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

Name of bidder

Bid number: **CHR5-22/23 - 0008**Closing Time **11H00**Closing date: **03 OCTOBER 2022**

OFFER/S TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 1:			
DPWI CHRIS HANI REGIONAL OFFICES	6 427m²	R	R
PRD CAMP OPEN AREA RESERVED FOR PARKING	3 498m²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 3)			R
SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 2:			
BATHANDWA NDONDO OFFICE PARK	41 481m²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 3)			R

ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR PARKING, BATHANDWA NDONDO OFFICE PARK, ENGCOCO ERF 207 & 208, ERF 221 ENGCOCO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4

SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 3:			
CALA CONVENT ONE STOP CENTRE	6 616 m ²	R	R
CALA OLD HOSPITAL ONE STOP CENTRE	3 178 m ²	R	R
ARTHUR TSENGIWE ONE STOP CENTRE	23 487 m ²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 4)			R
SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 4:			
LADY FRERE ERF 4	1 200 m ²	R	R
LADY FRERE ERF 124	7 200m ²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 4)			R

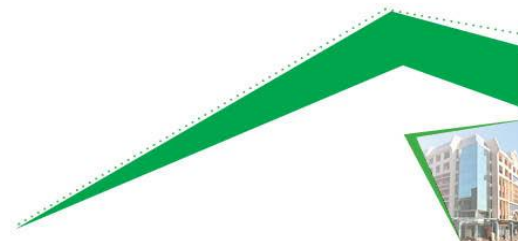
SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 5:			
COFIMVABA DEPOT, ERF 199	10 583m²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 4)			R
SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 6:			
WHITTLESEA DEPOT	12 960m²	R	R
WHITTLESEA ERF 169-170	19 613 m²	R	R
TOTAL PRICE BEFORE VAT			R
VAT@15% if applicable			R
TOTAL BID PRICE (carry over to SBD 1 on page 4)			R
SERVICE / ITEM DESCRIPTION	QTY	RATE PER SQUARE METRE	TOTAL PRICE IN RSA CURRENCY
ITEM / AREA 7:			
ENGCOBO ERF 207 & 208 (DRDAR & DSD)	3 325m²	R	R
ERF 221 ENGCOBO (DOT & DOSD)	1 334m²	R	R

ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR PARKING, BATHANDWA NDONDO OFFICE PARK, ENGCOBO ERF 207 & 208, ERF 221 ENGCOBO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4

TOTAL PRICE BEFORE VAT	R
VAT@15% if applicable	R
TOTAL BID PRICE (carry over to SBD 1 on page 4)	R

NOTE:

- i. This bid is divided into seven (7) items/areas and the Department intends to award one (1) item/area per bidder to the highest point scoring bidder/s per item/area, unless circumstances justifies otherwise. Bidders reserve the right to quote for one or more items/areas.
- ii. Each total bid price per item must include all costs associated with the executing of services.



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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.

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

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.

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

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

No 12 of 2004 or any other applicable legislation.

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

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME

IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF

2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY

CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

a) The value of this bid is estimated **not to exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or

1.3 Points for this bid shall be awarded for:

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

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

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

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated

1.7 or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

or

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

3.2 POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20

2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

4. BID DECLARATION

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

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

B-BBEE Status Level of Contributor: =(maximum of 20 points)

(Points claimed in respect of paragraph 4.1 must be in accordance with the table reflected in paragraph 3.2 and must be substantiated by relevant proof of B-BBEE status level of contributor.

5. SUB-CONTRACTING

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

(*Tick applicable box*)

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

- 5.1.1 If yes, indicate:

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

(*Tick applicable box*)

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

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

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

OR		
Any EME		
Any QSE		

6. DECLARATION WITH REGARD TO COMPANY/FIRM

6.1 Name of company/firm:.....

6.2 VAT registration number:.....

6.3 Company registration number:.....

6.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

6.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

6.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

6.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of

6.9 contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

WITNESSES

- 1.
- 2.

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

DATE:
ADDRESS
.....
.....

COMPANY DETAILS

The following company details schedule must be completed to ensure that the prerequisite requirements to bidding are met.

Registered Company Name:

.....

Company Registration Number:

VAT Number:

Bank Name and Branch:

Bank Account Number:

Last Financial Year End: Year.....Month.....Day.....

Professional Registration Details (if applicable):

.....

.....

.....

.....

Professional Indemnity Details:

.....

.....

COMPANY COMPOSITION**GENERAL**

All information must be filled in spaces provided. If additional space is required, additional sheets may be attached. The onus is on the bidder to fill in all the information. The full company composition is required including HDI and Non-HDI status. The ownership must accumulate to 100%.

NAME	IDENTITY NUMBER	CITIZENSHIP	HISTORICALLY DISADVANTAGED INDIVIDUALS STATUS (Y/N)	DISABILITY	FEMALE	DATE OF OWNERSHIP	% OWNED	VOTING %

Please note: This information is for statistical purposes

RESOLUTION FOR SIGNATORY

Signatory for companies shall confirm their authority hereto by attaching a duly signed and dated copy of the relevant resolution of the board of directors to this form.

An example is given below:

"By resolution of the board of directors passed at a meeting held on _____

MS /Ms _____, whose signature appears below, has been duly authorised to sign all documents in connection with the tender for

Contract No. _____

and any Contract which may arise there from on behalf of (Block Capitals) _____

SIGNED ON BEHALF OF THE COMPANY: _____

IN HIS/HER CAPACITY AS: _____

DATE: _____

SIGNATURE OF SIGNATORY: _____

WITNESSES:

1. _____ SIGNATURE: _____

SWORN AFFIDAVIT – B-BBEE QUALIFYING SMALL ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of "Black People"	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 "Black People" is a generic term which means Africans, Coloureds and Indians –</p> <ol style="list-style-type: none"> (a) Who are citizens of the Republic of South Africa by birth or descent; or (b) Who became citizens of the Republic of South Africa by naturalization- <ol style="list-style-type: none"> i. before 27 April 1994; or ii. on or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date
Definition of "Black Designated Groups"	<p>"Black Designated Groups means:</p> <ol style="list-style-type: none"> (a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution; (b) Black people who are youth as defined in the National Youth Commission Act of 1996; (c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act; (d) Black people living in rural and under developed arears; (e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;"

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above;
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue was between R10,000,000.00 (Ten Million Rands) and R50,000,000.00 (Fifty Million Rands),
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	

4. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
5. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

SWORN AFFIDAVIT – B-BBEE EXEMPTED MICRO ENTERPRISE - GENERAL

I, the undersigned,

Full name & Surname	
Identity number	

Hereby declare under oath as follows:

1. The contents of this statement are to the best of my knowledge a true reflection of the facts.
2. I am a Member / Director / Owner of the following enterprise and am duly authorised to act on its behalf:

Enterprise Name:	
Trading Name (If Applicable):	
Registration Number:	
Enterprise Physical Address:	
Type of Entity (CC, (Pty) Ltd, Sole Prop etc.):	
Nature of Business:	
Definition of “Black People”	<p>As per the Broad-Based Black Economic Empowerment Act 53 of 2003 as Amended by Act No 46 of 2013 “Black People” is a generic term which means Africans, Coloureds and Indians –</p> <p>(a) Who are citizens of the Republic of South Africa by birth or descent; or</p> <p>(b) Who became citizens of the Republic of South Africa by naturalization-</p> <p>i. Before 27 April 1994; or</p> <p>ii. On or after 27 April 1994 and who would have been entitled to acquire citizenship by naturalization prior to that date</p>
Definition of “Black Designated Groups”	<p>“Black Designated Groups means:</p> <p>(a) Unemployed black people not attending and not required by the law to attend an educational institution and not awaiting admission to an educational institution;</p> <p>(b) Black people who are youth as defined in the National Youth Commission Act of 1996;</p> <p>(c) Black people who are persons with disabilities as defined in the Code of Good Practice on employment of people with disabilities issued under the Employment Equity Act;</p> <p>(d) Black people living in rural and under developed areas;</p> <p>(e) Black military veterans who qualifies to be called a military veteran in terms of the Military Veterans Act 18 of 2011;”</p>

3. I hereby declare under Oath that:

- The Enterprise is _____% Black Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Female Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- The Enterprise is _____% Black Designated Group Owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013,
- Black Designated Group Owned % Breakdown as per the definition stated above;
 - Black Youth % = _____%
 - Black Disabled % = _____%
 - Black Unemployed % = _____%
 - Black People living in Rural areas % = _____%
 - Black Military Veterans % = _____%
- Based on the Financial Statements/Management Accounts and other information available on the latest financial year-end of _____(DD/MM/YYYY), the annual Total Revenue was R10,000,000.00 (Ten Million Rands) or less
- Please confirm on the table below the B-BBEE level contributor, **by ticking the applicable box.**

100% Black Owned	Level One (135% B-BBEE procurement recognition level)	
At Least 51% black owned	Level Two (125% B-BBEE procurement recognition level)	
Less than 51% Black Owned	Level Four (100% B-BBEE procurement recognition level)	

6. I know and understand the contents of this affidavit and I have no objection to take the prescribed oath and consider the oath binding on my conscience and on the owners of the enterprise which I represent in this matter.
7. The sworn affidavit will be valid for a period of 12 months from the date signed by commissioner.

Deponent Signature: _____

Date: _____

Commissioner of Oaths
Signature & stamp

RECORD OF ADDENDA TO QUOTATION DOCUMENT

CHR5-22/23-0008

ONCE OFF GRASS CUTTING AND CLEANING OF GOVERNMENT BUILDINGS: DPWI CHRIS HANI REGIONAL OFFICE, PRD OPEN AREA RESERVERD FOR PARKING, ENGCBOBO ERF 207 & 208, ERF 221 ENGCBOBO, WHITTLESEA ONE STOP CENTRE ERF 169 & 170, WHITTLESEA DEPOT, COFIMVABA DEPOT, CALA OLD HOSPITAL, CALA CONVENT, ARTHUR TSENGIWE, LADY FRERE – ERF 124 AND ERF 4

Returnable: This addendum must be signed and submitted with the bid at the closing date (where applicable)

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

	Date	Page Number	Title or Details per original Quotation Document	Amendment
1.				
2.				
3.				
4.				
5.				
1.				
2.				
3.			-	
4.				

Signed _____ Date _____

Name _____ Position _____

Name of Tenderer _____

DECLARATION (VALIDITY OF INFORMATION PROVIDED)

I.....declare that the information provided is true and correct, the signature to this quotation document is duly authorised and documentary proof regarding any bidding issue will, when required, be submitted to the satisfaction of the EASTERN CAPE DEPARTMENT OF PUBLIC WORKS AND INFRASTRUCTURE.

.....
SIGNATURE OF DECLARER

.....
DATE

.....
POSITION OF DECLARER

.....
NAME OF COMPANY OF BIDDER

Should the tenderer have, in the opinion of the DPWI, acted fraudulently illegally, in bad faith or in any improper manner, misrepresented itself with regard to the quotation, then the DPWI may, in its sole discretion:

- * Ignore any quotation without advising the tenderer thereof,
- * Cancel the contract without prejudice to any legal rights the DPWI may have

Should the tenderer disregard this or conduct affairs in a way that transgresses from good business practices, this could seriously impair future business relations between the DPWI and such tenderer.

GENERAL CONDITIONS OF CONTRACT (GCC)

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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 provider, 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 provider 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 the 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 provider 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 provider and not involving the provider'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 provider 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 provider or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as land 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 provider covered under the contract.
- 1.25 **"Written"** or **"in writing"** means hand-written 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 (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise 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 Invitations to bid are usually published in locally distributed news media and in the institution's website.

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

6. Patent rights

- 6.1 The provider shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of goods or any part thereof by the purchaser.
- 6.2 When a provider developed documentation/projects for the department or PROVINCIAL entity, the intellectual, copy and patent rights or ownership or such documents or projects will vest in the department or PROVINCIAL entity.

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the success 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 provider'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 provider not later than thirty (30) days following the date of completion of the

provider's performance obligations under the contract, including any warranty obligations, unless otherwise specified.

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 purchaser or an organization acting on behalf of the purchaser.
- 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 clause 8.2 & 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 provider.
- 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 provider who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do not comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the providers cost and risk. Should the provider fail to provide the substitute supplies forthwith, the purchaser may, without giving the provider further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the provider.
- 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. Packaging

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

- 9.2 The packaging, 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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

- 10.1 Delivery of the goods and arrangements for shipping and clearance obligations, shall be made by the provider in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental services

- 13.1 The provider may be required to provide any or all of the following services, including additional services, if any:

- (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 provider of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the provider'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 provider 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 provider for similar services.

14. Spare parts

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

- 1) such spare parts as the purchaser may elect to purchase from the provider, provided that this election shall not relieve the provider of any warranty obligations under the contract, and
- 2) in the event of termination of production of the spare parts:
 - a) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- b) 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 provider 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 provider 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 provider, 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.
- 15.3 The purchaser shall promptly notify the provider in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the provider shall, within the period specified and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the provider, having been notified, fails to remedy the defect(s) within the period specified, the purchaser may proceed to take such remedial action as may be necessary, at the provider's risk and expense and without prejudice to any other rights which the purchaser may have against the provider under the contract.

16. **Payment**

- 16.1 The method and conditions of payment to be made to the provider under this contract shall be specified
- 16.2 The provider shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment 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 provider.
- 16.4 Payment will be made in Rand unless otherwise stipulated.

17. **Prices**

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

18. **Increase/decrease of quantities**

- 18.1 In cases where the estimated value of the envisaged changes in purchase does not exceed 15% of the total value of the original contract, the contractor may be instructed

to deliver the revised quantities. The contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

19. Contract amendments

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

20. Assignment

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

21. Subcontracts

- 21.1 The provider 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 provider from any liability or obligation under the contract.

22. Delays in the provider's performance

- 22.1 Delivery of the goods and performance of services shall be made by the provider in accordance with the time schedule prescribed by the purchaser in the contract.
- 22.2 If at any time during performance of the contract, the provider or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the provider 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 provider's notice, the purchaser shall evaluate the situation and may at his discretion extend the provider'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.
- 22.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if any emergency arises, the provider's point of supply is not situated at or near the place where the supplies are required, or the provider's services are not readily available.
- 22.4 Except as provided under GCC Clause 25, a delay by the provider in the performance of its delivery obligations shall render the provider 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.
- 22.5 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 provider'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 provider.

23. Penalties

- 23.1 Subject to GCC Clause 25, if the provider 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 good 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.

24. Termination for Default

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

- (a) if the provider 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 provider fails to perform any other obligation(s) under the contract; or
- (c) if the provider, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

24.2 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 provider shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the provider shall continue performance of the contract to the extent not terminated.

25. Anti-Dumping and Counter-Vailing Duties and Rights

25.1 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 provider to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the provider 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.

26. Force Majeure

26.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the provider 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.

26.2 If a force majeure situation arises, the provider shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the provider 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.

27. Termination for Insolvency

27.1 The purchaser may at any time terminate the contract by giving written notice to the provider if the provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the provider, 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,

28. Settlement of Disputes

- 28.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the provider 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.
- 28.2 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 provider 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.
- 28.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 28.4 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 provider any monies due to the provider for goods delivered and / or services rendered according to the prescripts of the contract.

29. Limitation of Liability

- 29.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the provider 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 provider to pay penalties and / or damages to the purchaser; and
 - (b) the aggregate liability of the provider 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.

30. Governing Language

- 30.1 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.

31. Applicable Law

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

32. Notices

- 32.1 Every written acceptance of a bid shall be posted to the provider 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.
- 32.2 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

33. TAXES AND DUTIES

- 33.1 A foreign provider shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 33.2 A local provider shall be entirely responsible for all taxes, duties, license fees, etc, incurred until delivery of the contracted goods to the purchaser.
- 33.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid SARS must have certified that the tax matters of the preferred bidder are in order.

34. Transfer of Contracts

- 34.1 The contractor shall not abandon, transfer, assign or sublet a contract or part thereof without the written permission of the purchaser.

35. Amendment of Contracts

- 35.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.