



DEPARTMENT OF  
TRANSPORT AND COMMUNITY SAFETY

**TERMS OF REFERENCE FOR THE SUPPLY, INSTALLATION, SERVICING, REPAIR  
AND REPLACEMENT OF FIREFIGHTING EQUIPMENT IN THE DEPARTMENT OF  
TRANSPORT AND COMMUNITY SAFETY**

**1. PROJECT NAME**

To supply, install, service, repair and replace firefighting equipment in the Department.

**2. BACKGROUND**

The Limpopo Department of Transport and Community Safety requires a service provider to supply, install, service, repair and replace firefighting equipment.

**3. OBJECTIVES**

- To comply with the manufacturer's standards i.e., SANS 1475, SANS 0105 & SANS 0400 and other related prescripts.
- To ensure that all firefighting equipment is always in good working condition.

**4. SPECIFIC SERVICE/MAINTENANCE REQUIREMENTS BY THE SERVICE PROVIDER**

**4.1 WORKSHOP**

- Servicing, recharging, pressure testing and repairs shall be carried out in a workshop approved in writing by the Department of Labour.
- The workshop, equipment, procedures and personnel shall also comply with the requirements of the latest issue of SANS 1475 and other related prescripts.
- The Department may require that the workshop of the successful service provider be inspected by its officials.

#### **4.2 REMOVING OF FIREFIGHTING EQUIPMENT**

- Service provider may not remove any firefighting equipment from the premises without the written consent from the Department.
- Any item removed from site by the service provider, or delivered to his/her premises, shall be his/her responsibility until returned on site and if lost or damaged, shall be replaced by the service provider at own cost within three working days.

#### **4.3 REPLACEMENT OF COMPONENTS PARTS**

- When necessary to replace worn or damaged component or part, the exact spares shall, as far as possible, be obtained from the original manufacturer.
- Any firefighting equipment that needs to be replaced, the service provider shall inform the Department for approval.

#### **4.4 WORN AND UNSERVICEABLE COMPONENT PARTS**

- All worn and unserviceable component parts, which have been replaced, shall be handed to the contact person in the Department.

#### **4.5 DRY CHEMICAL POWDER (DCP)**

- Only SABS approved 40% MAP dry chemical powder shall be used for all the recharging of dry powder fire extinguishers and it must be SABS approved.
- The successful service provider shall provide the Department with a sample of the dry chemical powder he/she intends to use.
- A sample (at least 250g) of dry chemical powder in a sealed container is required before commencing the work.

#### **4.6 FIRE HOSE REELS**

- Ensure that fire hose reel –frames are mounted in a secure manner and that the reel can operate freely.
- Unroll the hose to its full length and inspect for possible damage or perishing.
- Pressurize the hose by opening the water supply and check for any water leaks on the hose, nozzle or water seal of the reel and if need be, adjust or tighten as required.

- If any seal needs to be replaced that has become damaged or has reached a condition where it cannot be adjusted effectively, then the replacement shall proceed in consultation with the Department.
- Allow water to flow through the hose for one minute to check if the water pressure and flow remains constant.
- Record the water pressure of the installation at the hydraulically worst situated hose reel.
- If no pressure gauge is fitted the service provider shall use his own gauge for this purpose.
- The gauge to be used shall be of a type that can be inserted at the end of the hose after removing the nozzle.
- This reading is to be noted on the report that will be submitted to the Department.
- Ensure that the opening and closing mechanism on the nozzle operates freely.
- If the nozzle needs to be replaced, a **Jet Spray SANS approved nozzle can be used and in consultation with the Department.**
- Ensure that the hose passes through the draw- off shackle and that the shackle is securely attached to the frame in the correct position.
- Ensure that the hose is neatly rolled up, ready for use on completion or before the site is left by the service provider.
- A sticker with the service date is to be fixed around the hose, nearest to the waterway.
- When the service or repair is completed, ensure that the water is drained from the hose and the hose is wiped clean with a rag before it is rolled back on reel.

#### **4.7 FIRE FIGHTING EQUIPMENT SEALINGS**

- All fire extinguishers shall be sealed with approved, single strand sealing wire and crimped lead seal showing the registered mark of the company of the service provider or equivalent. As an equivalent, plastic sealing tags shall be allowed.
- The successful service provider shall submit a sample of his/her sealing wire and crimped lead seal or equivalent to the Department for verification.

#### **4.8 OPERATING INSTRUCTIONS AND LABELS**

- Ensure that operating instructions on all types of fire extinguishers are correct for the specific type, clearly legible and faced outward.
- Supply and fix new operating instructions where necessary.

- Warning Labels, “NOT TO BE USED ON ELECTRICAL FIRES”, shall be attached to all Fire Hose Reels.
- The above-mentioned labels shall have a yellow background with black lettering of a minimum font size of 10mm.
- The service provider shall ensure that all dry powder fire extinguishers filled with ABC type powder are provided with approved labels indicating the suitability of such units for class ABC fires.

#### 4.9 NEW INSTALLATION

- Some areas still have the old cartridge type; this type of fire extinguishers needs to be replaced by STP/DCP type.
- Service providers shall provide the list of new units for the new fire extinguishers of 2.5kg STP/DCP, 4.5 kg STP/DCP, 9kg STP/DCP, 2 kg Co<sub>2</sub> and 5 kg Co<sub>2</sub>.
- Plastic chevron photoluminescent backing boards for the fire extinguishers.
- If backing boards are required, then the dimensions are 380 mm × 680 mm.
- Backing boards shall be securely fixed to the wall.
- Fire extinguishers shall be secured to backboards by means of approved brackets.

### 5. SCOPE OF WORK

#### FIREFIGHTING EQUIPMENT CURRENTLY AVAILABLE AND THEIR LOCATIONS

##### A. HEAD OFFICE

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1	Phamoko Towers	9kg DCP	13	0 km	<ul style="list-style-type: none"> <li>• 2 – Office: 2-45</li> <li>• 3 – Office: 3-62</li> <li>• 2 – Office: 4-6</li> <li>• 2 – Office: 4-9</li> <li>• 2 – Office: 4-45</li> <li>• 3 – Office: 4-57</li> <li>• 1 – Office: 4-58</li> </ul>	2024/02/19
2	Snabasa Building	9 KG DCP	8	0km	<ul style="list-style-type: none"> <li>• 4 – in the passages</li> <li>• 4 – in the Passages</li> </ul>	2024/02/19
		7,75 kg Co <sub>2</sub>	1		Passage	2024/02/19
		7,75 kg Co <sub>2</sub>	1		Parking	2024/02/19

		Fire Hose Reels	7		<ul style="list-style-type: none"> <li>• 3 – Parking</li> <li>• 2 – First Floor</li> <li>• 2 – Second Floor</li> </ul>	2024/02/19
3	Paul Kruger Building	4,5 KG DCP	6		• First Floor	06/ 2024
		9kg DCP	4	0km	• Parking	2024/02/19
		7,75kg Co2	1		• Parking	2024/02/19
		Fire Hose Reels	7		<ul style="list-style-type: none"> <li>• 4 – Parking</li> <li>• 3 – First Floor</li> </ul>	2024/02/19

## B. CAPRICORN DISTRICT

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1	32 SCHOEMAN	4,5 KG DCP	4	-	02- Ground floor - reception 01- 1st floor B.1 (communication wing) passage 01- C.2 (finance and HRM) passage	12/2023
		9 KG DCP	27		05 - Ground floor - reception 07 – A.2 parking 01 - A.3 guardroom 01 -1st floor B.1 (communication wing) passage 01 -1st floor B.1 (communication wing) cupboard/ passage 02 - B.2 (Crime Prevention Wing) passage 01 - B.2 (Crime Prevention Wing) cupboard/ passage 02 – 2nd floor C.1 (Registry & HRD wing) passage 01 – 2nd floor C.1 (Registry & HRD wing) cupboard/ passage 01– 2nd floor C.2 (Finance & HRM wing) cupboard/ passage 01– 2nd floor C.2 (Finance & HRM wing) passage 01– 3rd floor (HOD) passage 01– 3rd floor (HOD) cupboard/ passage 01 – D.2 (Other wing) passage 01 – D.2 (Other wing) cupboard/ passage	
2	POLOKWANE TRAFFIC STATION	1,5 kg DCP	2	5 km	02 - 1st floor passage	12/2023
		4,5 kg DCP	17		05 - 1st floor passage	

					01 – 1 <sup>st</sup> floor Parade room 01 - 1 <sup>st</sup> floor storeroom 01 – Ground floor strong room 01 – Hall 01 - Ground floor Reception 03 – Ground Floor passage 01 -Ground floor Alcohol Testing Center 01- Ground Floor Guardroom 02 - Parking	
		9 kg DCP	8		01 - 1 <sup>st</sup> floor passage 01 - 1 <sup>st</sup> floor storeroom 03 – Parking 02 – Lapa 01 – Garage(s)	
3	SESHEGO GOVERNMENT GARAGE	4,5 kg DCP	2	15 km	02 – Stores	12/2023
		9 kg DCP	41		11 – Panel-beating 14 – Mechanical 08 – Stores 02 – Bulk Stores 04 – Guard House 02 – Fuel Depot	
4	Sekgosese Traffic Station	9 kg DCP	1	70km	Building 1	07/2015
		Fire Hose Reel	1		Building 1	
		9 kg DCP	1		Building 2	
		Fire Hose Reel	1		Building 2	

### C. MOPANI DISTRICT

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1.	District Office	9kg DCP	4	0 km	Ms Mandla M. s office (Office 58)	2024/03/31
2	Siyandhani Airport	9kg DCP	2	9 km	<ul style="list-style-type: none"> <li>1 – Inside the Hall</li> <li>1 – Reception</li> </ul>	2024/03/31
3	Giyani Government Garage	9kg DCP	1	2 km	Reception	2024/03/31
		4,5kg DCP	1		Dining hall	
		4,5kg DCP	1		Panel Beating	
		4,5kg DCP	2		Mechanical Workshop	
		4,5kg DCP	1		Wash bay	

		Fire Hose Reel	1		Panel Beating Passage	
4.	Tzaneen Traffic Station	4,5kg DCP	2	115 km	Ground floor passage	2024/03/31
		4.5kg DCP	1		Reception	
		4.5kg DCP	1		Storeroom	
		4.5kg DCP	1		Road Safety office no. Second floor	
		4.5kg DCP	1		Second floor Passage next to the storeroom	
		4.5kg DCP	2		Second floor passage	
		4.5kg DCP	1		Guardroom	
		Fire Hose Reels	2		<ul style="list-style-type: none"> <li>• 1 – First floor</li> <li>• 1 – Ground floor</li> </ul>	
5.	Naphuno Traffic Station.	9kg DCP	3	119 km	Admin office passage	2024/03/31
		9kg DCP	1		Boardroom	
		9kg DCP	1		Boardroom entrance	
		9kg DCP	8		Mechanical Workshop	
		9kg DCP	3		Panel Beating Section	
		Fire Hose Reels	2		Mechanical Workshop	
		Fire Hose Reel	1		Panel Beating Section	
6	Ritavi Traffic Station	9kg DCP	3	106 km	Carport	2024/03/31
		9kg DCP	1		Next to the ground floor kitchen	
		4.5kg DCP	2		Boardroom	
		4.5kg DCP	4		Ground floor passage	
		4.5kg DCP	4		Second floor Passage	
7	Mooketsi Traffic Control Centre	9kg DCP	2	85km	Mobile office	2024/03/31
		9kg DCP	3		Scale room	

**D. SEKHUKHUNE DISTRICT**

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1	Dilokong Traffic Station	9kg DCP	13	105km	<ul style="list-style-type: none"> <li>• 4 – in the passages</li> <li>• 3 – outside front wall of the building</li> <li>• 4 – in the carport</li> <li>• 1 – guardhouse</li> <li>• 1 – in the boardroom.</li> </ul>	2023/03/19
		2kg Co <sub>2</sub>	1		Next to the small server.	2023/03/19
		5kg Co <sub>2</sub>	1		Next to the big server.	2023/03/19
		Fire Hose Reel	1		Next to a toilet for disabled and cleaners room.	2023/03/19
2	MOUTSE TRAFFIC STATION.	9KG DCP	11	150km	<ul style="list-style-type: none"> <li>• 4 – in the passages</li> <li>• 4 – in the carport</li> <li>• 1 – next to cleaners</li> <li>• 1 – guardhouse</li> <li>• 1 – Boardroom</li> </ul>	2023/03/19
		2kg Co <sub>2</sub>	1		Next to the small server	2023/03/19
		5kg Co <sub>2</sub>	1		Next to the big server.	2023/03/19
		Fire Hose Reels	3		<ul style="list-style-type: none"> <li>• 1 – Next to a toilet for disabled and cleaners' room.</li> <li>• 2 – outside the office building wall (Eastern and Western side of the office building)</li> </ul>	2023/03/19
3	NEBO GOVERNMENT GARAGE	9kg DCP	8	92km	<ul style="list-style-type: none"> <li>• 3 – in the garage</li> <li>• 1 – Old Filling Station</li> <li>• 1 – Storeroom</li> <li>• 2 – Carport</li> <li>• 1 – Guardhouse</li> </ul>	2023/03/19
		Fire Hose Reel	1		Outside the garage next to stores and parking	2023/03/19
4	NEBO TRAFFIC STATION	9kg DCP	3	92km	<ul style="list-style-type: none"> <li>• 1 – Reception</li> <li>• 2 – in the passage</li> </ul>	2023/03/19
5	RATHOKE TRAFFIC CONTROL CENTRE.	9kg DCP	6	95km	<ul style="list-style-type: none"> <li>• 5 – Wall around the office block</li> <li>• 1 – in the kitchenette</li> </ul>	2023/03/19
		2kg Co <sub>2</sub>	1		Next to the server in the cashier's office.	2023/03/19

**E. VHEMBE DISTRICT**

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1.	MAMPAKUIL WEIGH BRIDGE	9kg DCP	5	85 km	<ul style="list-style-type: none"> <li>• 2 – on the Traffic Truck.</li> <li>• 2 – next to the entrance and exit door of the mobile office.</li> <li>• 1 – at the scale office.</li> </ul>	2024/03/31
2.	SIBASA TRAFFIC STATION	6.92kg DCP	4	6km	At the passages	2024/03/31
		9kg DCP	10		At the passages	2024/03/31
3.	MPHEPHU AIRPORT	Fire hose reel	1	22km	In front of the building	2024/03/31
		4.5kg DCP	2		Next to the offices	2024/03/31
		9kg DCP	10		At the passages	2024/03/31
4.	DZANANI TRAFFIC STATION	9kg DCP	4	54km	In front of the offices	2024/03/31
		4.5kg DCP	1		Inside the mobile office	2024/03/31
5.	MUTALE TRAFFIC STATION	9kg DCP	4	38 km	In front of the offices	2024/03/31
6.	MAKHADO TRAFFIC STATION	9kg DCP	3	75km	At the passages	2024/03/31
		4.5kg DCP	5		At the passages	2024/03/31
		2.27kg DCP	1		At the passages	2024/04/31
		5kg DCP	1		At the passages	2024/04/31
		5.8kg DCP	2		At the passages	2024/04/31
		Fire hose reels.	6		At the passages	2024/04/31

**F. WATERBERG DISTRICT**

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1		4.5kg DCP	5	100 km	<ul style="list-style-type: none"> <li>• 1 – next to the rescue door</li> <li>• 1 – waiting area</li> <li>• 1 – next to door escape (west)</li> </ul>	2019/03

	MOKOPANE TRAFFIC STATION				<ul style="list-style-type: none"> <li>• 1 – next to door escape next to main hall</li> <li>• 1 – next to door way main hall</li> </ul>	
		Fire Hose Reel	1		Next to a toilet for disabled	2024/03
2	LEPHALALE TRAFFIC STATION.	4.5kg DCP	12	160km	<ul style="list-style-type: none"> <li>• 2 – first floor passage</li> <li>• 1-first floor kitchen</li> <li>• 6 – carport</li> <li>• 1 – reception</li> <li>• 1-ENATIS office</li> <li>• 1-ground floor passage</li> </ul>	2024/03
		9KG DCP	4		<ul style="list-style-type: none"> <li>• 2-ground floor passage</li> <li>• 2-first floor passage</li> </ul>	
		2kg Co2	2		<ul style="list-style-type: none"> <li>• 1-office number 13</li> <li>• 1-office number 10</li> </ul>	
		Fire Hose Reels	4		<ul style="list-style-type: none"> <li>• 2-1<sup>st</sup> floor</li> <li>• 2-2<sup>nd</sup> floor</li> </ul>	
3	MAHWELERENG GOVERNMENT GARAGE	9kg DCP	23	110km	<ul style="list-style-type: none"> <li>• 7- mechanical service section 1</li> <li>• 3 - parking section 1</li> <li>• 3- scrap section</li> <li>• 1 - compressor room</li> <li>• 3 - panel beating section</li> <li>• 1- car wash section</li> <li>• 3- mechanical section 2</li> <li>• 1-shower room</li> <li>• 1-security room</li> </ul>	2024/03
		4kg DCP	1		Office number 2	2024/03
		6.1kg Co2	1		Storeroom 1	2024/03
4	NORTHAM TRAFFIC STATION	9kg DCP	8	171km	<ul style="list-style-type: none"> <li>• 1 – next to the boardroom entrance</li> <li>• 1- in the fire hose reel cupboard</li> <li>• 1- guard room</li> <li>• 1 -waiting area</li> <li>• 2 -on the passage between office number 1 and 12</li> <li>• 1-kitchen</li> <li>• 1-parade room</li> </ul>	2024/03
		2kg Co2	2		<ul style="list-style-type: none"> <li>• 1-E-NATIS office</li> <li>• 1-waiting area</li> </ul>	
		Fire Hose Reel	1		Opposite electric distribution board	
5	GROBLERSBRUG TRAFFIC CONTROL CENTRE	9kg DCP	5	240km	<ul style="list-style-type: none"> <li>• 1 – in the cashier's office</li> <li>• 1-security room</li> <li>• 1-scale office 1</li> <li>• 1-mobile office</li> <li>• 1-outside toilets</li> </ul>	2024/03
		4.5kg DCP	1		1- scale office 2 (kitchen)	2024/03
		2kg Co2	1		1- store room	

## G. LIMPOPO TRAFFIC TRAINING COLLEGE.

Item	Name of Institution	Description	Quantity	Kilometres from District Office	Location	Current service expiry date
1	Limpopo Traffic Training College	4.5KG Co <sub>2</sub>	7	0 km	• 7 – Outside Admin block.	2024/01/30
		4.5KG Co <sub>2</sub>	6		• 5 – Kitchen • 1 – Sick Bay	2024/01/30
		4.5KG Co <sub>2</sub>	6		• Training Classes	2024/01/30
		4.5KG Co <sub>2</sub>	7		• EDL & EOv classes	2024/01/30
		4.5KG Co <sub>2</sub>	6		• 2 – Parking area • 1 – Ground floor passage (West) • 1 – Ground floor passage (East) • 1 – First floor (East) • 1 – First floor Passage (East)	2024/01/30
		9KG DCP	14		• 7 – Ladies Hostel • 7 – Male Hostel	2024/01/30
		9KG DCP	3		• Kitchen outside (Gas area)	2024/01/30
		9KG DCP	3		• Big Storeroom	2024/01/30
		9KG DCP	10		<b><u>New Building (Block A)</u></b> • 2 – Ground floor • 1 – Ground passage (East) • 1 – Ground passage (West) • 2 – First Floor (Reception) • 1 – First floor passage (West) • 1 – First floor passage • 1 - Second floor passage • 1 – Water Tank area	2024/01/30
		9KG DCP	8		<b><u>New Building (Block B)</u></b> • 4– Ground floor • 4 – First floor passage	No expiry date

## 6. DELIVERABLES

- Serviced firefighting equipment in line with the manufacture's standards i.e., SANS 1475, SANS 810 & SANS 1910 and other related prescripts.
- Normal routine services must be executed within ten (10) working days after the call.
- All emergency services must be executed within three (3) working days after the call.

## 7. DURATION

The duration of the contract will be three years upon the signing by relevant parties.

## 8. SERVICE REPORT

- a) The appointed service provider shall provide an original detailed signed report of all work carried out to the Department and it shall include the following:
- A list of all firefighting equipment serviced.
  - Analysis determining if the building or area is effectively covered with firefighting equipment.
  - The report must address the general shortcomings and recommendations for the servicing of firefighting equipment.
- b) Final, approved and signed detailed report will be presented to the Department. The evidence in the form of pictures per institution should be included for the items where replacement/repair is required.

## 9 PRICING SCHEDULE

The price for the first year should be fixed and inclusive of VAT for VAT vendors. The delivery and transport costs must be built into the total price. The Department may grant price increases for year 2 and year 3 in line with the CPI inflation and revised annually (from date of commencement of the contract). Quantities provided in the tables below are only for the purpose of price offers. The winning bidder will be expected to deliver services according to the needs of the Department for the duration of the contract as and when required.

**Bidders must complete the following pricing schedules for the purpose of bid comparisons:**

### 9.1 SERVICING OF FIRE FIGHTING EQUIPMENT:

No	Description	QTY	Rate
1.	1,5kg DCP	1	
2.	2 kg Co <sub>2</sub>	1	
3.	2,27 kg	1	
4.	2,5kg DCP	1	
5.	4kg DCP	1	
6.	4,5kg DCP	1	
7.	5kg DCP	1	
8.	5,58kg DCP	1	
9.	5,8 kg DCP	1	
10	6,1 kg Co <sub>2</sub>	1	
11	6,9kg DCP	1	
12	6,92 kg DCP	1	

13.	7,75 kg Co <sub>2</sub>	1	
14.	9kg DCP	1	
15.	Fire Hose Reels	1	
<b>Sub Total (for servicing of firefighting equipment)</b>			

## 9.2 SUPPLY AND INSTALLATION OF FIREFIGHTING EQUIPMENT:

No	Description	QTY	Unit Price
1.	1 kg DCP	1	
2.	1,5 kg DCP	1	
3.	2,5 kg DCP	1	
4.	4,5 kg DCP	1	
5.	9 kg DCP	1	
6.	2 kg Co <sub>2</sub>	1	
7.	5 kg Co <sub>2</sub>	1	
8.	Fire Hose Reels	1	
9.	Jet Spray SANS approved nozzle (aluminium)	1	
10.	Jet Spray SANS approved nozzle (plastic)	1	
<b>Sub Total (for supply of firefighting equipment)</b>			

## 9.3 SUPPLY AND INSTALLATION OF FIREFIGHTING RELATED MATERIALS:

No	Description	QTY	Unit price
1.	Signs for Fire Extinguishers	1	
2.	Signs for Hose Reels	1	
3.	Break Unit Glasses	1	
4.	Fire Extinguisher Cover	1	
5.	Fire Hose Reels Cover	1	
6.	Loud Hailer	1	
7.	Plastic Chevron Photoluminescent Backing Boards for Fire Extinguishers (380 × 680mm)	1	
8.	Photoluminescent Sign/Frame Fire extinguisher Red Arrow (380 × 190mm)	1	
9.	Photoluminescent Sign/Frame Fire Hose Reels Red Arrow (190 × 190mm)	1	

10	Fire Sand Bucket for Smoking Areas	1	
11	Standard Outdoor Sign for Fire Hose Reels (190 × 190 mm)	1	
12	Standard Outdoor Sign for Fire Extinguishers (380 × 190 mm)	1	
<b>Sub Total (for supply and installation of related firefighting materials)</b>			

#### 9.4 SUMMARY OF COSTS

Description	Amount
<b>Sub Total (for servicing of firefighting equipment, 9.1 above)</b>	
<b>Sub Total (for supply of firefighting equipment, 9.2 above)</b>	
<b>Sub Total (for supply and installation of related firefighting materials, 9.3 above)</b>	
<b>Sub Total (9.1 + 9.2 + 9.3)</b>	
<b>Vat (if Vat Registered)</b>	
<b>Grand Total (Bid Price)</b>	

#### 10. PAYMENTS

- The invoice must be in accordance with the official purchase order.
- Payment will be made within 30 working days after submission of a valid invoice on completion of the service and the submission of a signed original detailed service report approved by the project manager or delegated official.

#### 11. SPECIAL CONDITIONS FOR:

##### 11.1 THE APPOINTED SERVICE PROVIDER

**The appointed service provider shall:**

- provide sample (at least 250g) of the dry chemical powder that will be used during the servicing of fire extinguishers in a sealed container that is clearly marked to the Department before the commencement of work.
- provide basic skill transfer / to share basic knowledge of the project to the End User, Heads & Supervisors, OHS Representatives and Fire Marshals of the Institutions, District Special Programmes Officials during the execution of the work.
- ensure that all firefighting equipment are returned to the same position after servicing.

- service, repair and replace all firefighting equipment on site. If any firefighting equipment must be removed from site, not more than 25% of the equipment can be removed. Alternatively, temporary firefighting equipment must be provided by the service provider at no additional cost.
- ensure that different grades and types of powders must not be mixed.
- ensure that maintenance of all firefighting equipment must be in line with the manufacturer's standards i.e., SANS 1475, SANS 0105 & SANS 0400 and related prescripts.
- always be available for communication with the Department.
- ensure that all his/her employees wear and use appropriate personal protective clothing and equipment when on site.
- ensure that appropriate and safe tools are used when on site.
- ensure that his/her employees wear branded company clothing and identification when on site.

## 12. BRIEFING SESSION

A compulsory briefing session will be held. Failure to attend the compulsory briefing session will result in a disqualification of the bid. Details of the compulsory briefing session will be published in the tender bulletin.

## 13. EVALUATION CRITERIA

All bids will be evaluated in terms of functionality, administrative requirements, in-loco inspection and preference point system:

<b>Evaluation on Functionality (Gate 0)</b>	<b>Administrative Requirements (mandatory) (Gate 1)</b>	<b>In-Loco Inspection Gate 2</b>	<b>Price and Preference Point System (Gate 3)</b>
Bidder(s) are required to achieve a minimum of 80 points out of 100 points to proceed to Gate 1.	Bidders must submit all documents as outlined in paragraph 13.2 (Table 1) below.  Only bidders that comply with all these criteria will be evaluated in Gate 2.	Bidders must comply with the requirements of paragraph 13.3 below to proceed to Gate 3.	Bidder(s) will be evaluated on price and preference points

### 13.1 Gate 0: Evaluation on Functionality

All bidders are required to respond to the functionality evaluation criteria. Bidders will be evaluated in Gate 0 for functionality as per below table:

Functionality Evaluation – Bidders will be evaluated out of 100 points and are required to achieve minimum threshold of 70 points to proceed to Gate 1 for evaluation on administrative requirements, which is mandatory.

**Evaluation Criteria for Functionality is as follows:**

Item	Criterion	Weight	Scores
1.	<b>Experience of the company in similar projects</b> Submit company profile clearly indicating track record on the provision of firefighting equipment services. (Attach reference letters from serviced clients in the corporate, public or local government sector)	25	<ul style="list-style-type: none"> <li>• No similar projects=0</li> <li>• 1 similar project=1</li> <li>• 2 similar projects=2</li> <li>• 3 or more similar projects =3</li> </ul>
2.	<b>Number of Registered Technicians</b> (Attach copies of valid certificates or letters issued by the South African Qualification and Certification Committee for the Fire Industry of the Technicians)	30	<ul style="list-style-type: none"> <li>• No Registered Technicians = 0</li> <li>• 1 Registered Technician = 1</li> <li>• 2 Registered Technicians = 2</li> <li>• 3 and more Registered Technicians = 3</li> </ul>
3	<b>Vehicles</b> Number of branded designated vehicles registered in the name of the bidders (Attach copies of registration certificates and colour pictures of the branded vehicles)	25	<ul style="list-style-type: none"> <li>• No branded designated vehicles = 0</li> <li>• 1 branded designated vehicle = 1</li> <li>• 2 branded designated vehicles = 2</li> <li>• 3 branded designated vehicles = 3</li> <li>• 4 and more branded designated vehicles = 4</li> </ul>
4.	<b>Experience of Lead Technician.</b> (Attach a comprehensive curriculum vitae and contactable reference letters proving the relevant experience)	20	<ul style="list-style-type: none"> <li>• Less than 1 year experience = 0</li> <li>• 1 – 2 years' experience = 1</li> <li>• 3 – 4 years' experience = 2</li> <li>• 5 or more years' experience = 3</li> </ul>
<b>Total</b>		<b>100</b>	
<b>Maximum Scores</b>		<b>325</b>	

**The maximum points that can be scored on functionality equals to 300.**

Bidders that score less than 228 points out of 325 in respect of functionality will be regarded as non-responsive and will not be considered for further evaluation. Points scored by qualifying bidders will not be taken into consideration for price and preference point evaluation. **Only the qualifying proposals will be evaluated in Gate 1. Scores will be converted to 100 as follows:**

$$\text{Points} = A/325 \times 100$$

Where A = Total scores out of 325 scored by the bidder

### 13.2 Gate 1: Administrative (mandatory) requirements

Bidder(s) must submit the documents listed in **Table 1** below. All documents must be completed and signed by the duly authorized representative of the prospective bidder(s). **Correction fluid is not allowed and any cancellation on the bid document must be initialed by the authorized signatory.** During this phase, bidders' responses will be evaluated based on compliance with the listed administration and mandatory bid requirements.

**Table 1: Documents that must be submitted for administrative/mandatory requirements:**

Document that must be submitted	Mandatory	Non-submission will result in disqualification
Original Bid Documents	YES	Duly completed and signed.
Company Profile	YES	Company profile outlining the business plan and indicating qualifications and experience of technicians
Invitation to Bid – SBD 1, Indicating Central Supplier Database Number	YES	Complete and sign the supplied pro forma document with a fixed physical address for their business operations for in-loco inspection and proof of registration on CSD.
Pricing Schedule (Non-firm price) – SBD 3.2	YES	Must be completed.
Bidder's Disclosure – SBD 4	YES	Complete and sign the supplied pro forma document.
Preference Point Claim Form – SBD 6.1	NO	Complete and sign the supplied pro forma document.

A certificate/confirmation letter from a registered auditor/ commercial bank certifying that the bidding entity is solvent.	YES	A valid letter must be submitted.
Valid SANAS certificate	YES	Attach copy of a valid SANAS (South African National Accreditation System) certificate
Technicians' registration & accreditation certificate.	YES	Attach copies of the Technicians' registration & accreditation certificate with SAQCC (South African Qualification and Certification Committee for the Fire Industry)
Company's letter of good standing with the Department of Employment and Labour	YES	Attach a copy of valid letter of good standing from Department of Employment and Labour: Workman's Compensation Fund
Pricing Schedule	YES	Pricing structure in paragraph 9 above must be completed in full indicating the unit price and bidding price.

NB Bidders that do not comply with any of the stipulations as stated above shall be disqualified from the evaluation process

### 13.3 Gate 2: In-LoCo Inspection

The following shall be verified during **In-LoCo inspection**:

#### **Functional Workshop**

- (i) Enclosed packaging of 40% Dry Chemical Powder
- (ii) Nitrogen Cylinders
- (iii) Weighing Scale
- (iv) Housekeeping in line with storage requirements (classification of materials)
- (v) Displayed relevant accreditation certificates/ prescripts.
- (vi) Workshop plan
- (vii) Building floor plan with emergency evacuation procedures
- (viii) Workshop staff with name tags
- (ix) Personal Protective Clothing/Equipment

(x) Maintenance/Service Records of Machinery/Equipment

(xi) Branded Designated Company Vehicles

**NB: Bidders that do not comply with any of the requirements stated above shall be disqualified from the evaluation process.**

#### **13.4 Gate 3: Price/Preference Point System,**

Only Bidders that have complied with the requirements of Gate 2 will be evaluated in Gate 3 for price/preference point system.

The 80/20 price/preference point system will be applicable for this tender, where the 80 points shall be awarded for price and the 20 points shall be awarded for specific goals.

The preference points shall be allocated based on the specific goals below:

<b>No</b>	<b>DESIGNATED GROUP</b>	<b>POINTS</b>
<b>1</b>	<b>Enterprises owned by black people</b>	<b>3</b>
<b>2</b>	<b>Enterprises owned by youth</b>	<b>5</b>
<b>3</b>	<b>Enterprises owned by women</b>	<b>5</b>
<b>4</b>	<b>Enterprises owned by persons with disability</b>	<b>3</b>
<b>5</b>	<b>Small, Medium and Micro Enterprises (SMMEs)</b>	<b>2</b>
<b>6</b>	<b>Enterprises located in rural areas or underdeveloped areas</b>	<b>2</b>
	<b>Total</b>	<b>20</b>

**The bid will be awarded to the qualifying bidder scoring the highest points.**

#### **14. NOTES TO BIDDERS**

14.1 The successful bidder must provide the same lead technician and other technicians whose credentials were submitted during the bidding process or equivalent.

14.2 The Department reserves the right to amend, modify or withdraw these terms of reference or amend, modify, or terminate any of the procedures or requirements set out herein at any time and from time to time, without prior notice except where

required by law, and without liability to compensate or reimburse any prospective service providers.

- 14.3 If the negotiations between the Department and the preferred bidder/s fail with regards to the conclusion of a Service Level Agreement, the Department reserves its right not to appoint the preferred bidder/s without incurring any liability to compensate or reimburse the preferred bidder/s.
- 14.4 A proposal submitted by a partnership must be accompanied by a written partnership agreement.
- 14.5 A proposal submitted by a consortium of two or more parties must be accompanied by a signed memorandum of understanding between the parties to such consortium indicating:
- (i) the conditions under which the consortium will function.
  - (ii) Its period of duration.
  - (iii) The persons authorized to represent it.
  - (iv) The participation of the several parties forming the consortium.
  - (v) The benefits that will accrue to each party.
  - (vi) Any other information necessary to permit full appraisal of its functioning.
- 14.6 All costs incurred by the bidder in the preparation of the bid shall be fully absorbed by the bidder.
- 14.7 The Department is not bound to accept any of the proposals submitted and reserves the right to call for best and final offers from short-listed bidders before final selection. The Department also reserves the right to call interviews with short-listed bidders before final selection, and to negotiate price.
- 14.8 Bidders may ask for clarification on these terms of reference up to close of business five (5) working days before the deadline for the submission of bids. Any request for clarification must be submitted by email to the contact person.
- 14.9 Bidders may not contact the Department on any matter pertaining to their bid from the time when bids are submitted to the time the contract is awarded. Any attempt by the bidder to influence bid evaluation, bid comparisons or award decisions in any manner, may result in rejection of the bid concerned.
- 14.10 Bidders submitting two or more offers on the same bid under the same company name, should note that the highest offer will not be considered.
- 14.11 Proper completions and signing of all prescribed parts of the bid form is a compulsory requirement. Any bid offer that does not provide all the required

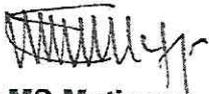
information completely and in a form that is required, may be regarded as non-responsive.

- 14.12 It is a condition of this bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.
- 14.13 The Department reserves the right not to award the bid to the bidder with the lowest price, to alter the terms and conditions of the bid and to cancel the bid at any time during the contract period.
- 14.14 The tender offer validity period is 90 days after the closure of the bid.
- 14.15 The winning bidder will enter into a Service Level Agreement with the Department prior commencement of the contract.
- 14.16 The provisions of the general conditions of contract will be applicable to this bid.

## 15. Enquiries

Enquiries in connection with this bid should be directed by e-mail to [mwasim@dtcs.limpopo.gov.za](mailto:mwasim@dtcs.limpopo.gov.za), or [bopapet@dtcs.limpopo.gov.za](mailto:bopapet@dtcs.limpopo.gov.za) or [bopapemm@dtcs.limpopo.gov.za](mailto:bopapemm@dtcs.limpopo.gov.za) or [maenetjao@dtcs.limpopo.gov.za](mailto:maenetjao@dtcs.limpopo.gov.za).

Approved/ ~~Not approved~~.



Mr MS Matjena

HoD: Transport and Community Safety

Date: 25/03/2024

**PART A  
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	788	CLOSING DATE:	19/04/2024	CLOSING TIME:	11h00
DESCRIPTION	Supply, Installation, Servicing, Repair and Replacement of Firefighting Equipment in the Department of Transport and Community Safety.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
BID BOX SITUATED AT THE ENTRANCE OF DEPARTMENT					
PHAMOKO TOWERS BUILDING					
39 CORNER CHURCH AND BODENSTEIN STREET					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mable Bopape		CONTACT PERSON	Mr Bopape T	
TELEPHONE NUMBER	015 294 8420		TELEPHONE NUMBER	015 295 1181	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	bopapemm@dtcs.limpopo.gov.za		E-MAIL ADDRESS	bopapet@dtcs.limpopo.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?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES ENCLOSE PROOF)]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [(IF YES, ANSWER THE QUESTIONNAIRE BELOW)]	
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.					

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>
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).

<b>2. TAX COMPLIANCE REQUIREMENTS</b>
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: .....

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

**NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.**

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

Name of Bidder.....	Bid number: <b>PUDP 788</b>
Closing Time <b>11:00</b> .....	Closing date: <b>19 April 2024</b>

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

\*\* "all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.

\*Delete if not applicable

PRICE ADJUSTMENTS

**A NON-FIRM PRICES SUBJECT TO ESCALATION**

1. IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
2. IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.
- (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**
- D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the various factors D1, D2...etc. must add up to 100%.
- R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).
- R1o, R2o = Index figure at time of bidding.
- VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

3. The following index/indices must be used to calculate your bid price:

Index..... Dated.....      Index..... Dated.....      Index..... Dated.....  
 Index..... Dated.....      Index..... Dated.....      Index..... Dated.....

4. FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE VARIOUS FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	PERCENTAGE OF BID PRICE

**B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE

## 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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<sup>1</sup> 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.

2.2.1 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 consortium<sup>2</sup> 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

<sup>2</sup> 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.

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

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

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

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

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

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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.

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:

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

### 3.2.1. POINTS AWARDED FOR PRICE

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

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

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmax = Price of highest acceptable tender

## 4. POINTS AWARDED FOR SPECIFIC GOALS

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

*(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	3	N/A	
Enterprise Owned by Youth	N/A	5	N/A	
Enterprise Owned by Women	N/A	5	N/A	
Enterprise Owned by Persons with Disability	N/A	3	N/A	
Small, Medium and Micro Enterprise(SMMEs)	N/A	2	N/A	
Enterprise Located in Rural Areas or Underdeveloped Areas	N/A	2	N/A	
<b>Total</b>				

#### 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]

- 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:	.....
	.....
	.....
	.....

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT

### 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](http://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 antidumping 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**

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties,

## **duties**

- license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

## **33. National Industrial Participation (NIP) Programme**

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

## **34 Prohibition of Restrictive practices**

- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.