arts, culture,
sports & recreation
Department:
Arts, Culture, Sports and Recreation
North West Provincial Government
REPUBLIC OF SOUTH AFRICA

760 Dr. James Moroka Drive
Gaabomotho Building
Private Bag X90
Mmabatho 2735

Tell: +27 (0) 18 388 4136/3190
E-Mail: ttsikwe@nwpg.gov.za

DIRECTORATE

SUPPLY CHAIN MANAGEMENT

INVITATION TO BID

ACSR 116/2026: SUPPLY, DELIVERY AND INSTALLATION OF MODULAR LIBRARY IN DEELPAN: TSWAING LOCAL MUNICIPALITY

1. You are invited to submit a bid for the services as indicated above.

2. The conditions contained in the General Conditions of Contract (GCC), Terms of Reference and any other conditions accompanying this bid document are applicable.

3. The work procedure the bidder proposes to follow in order to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract

4. The following documents will be attached to this bid document:
   a) Terms of Reference
   b) SBD 1: Invitation to bid
   c) SBD 4: Bidders disclosure (declare interest in other companies on par. 2.3)
   d) SBD 6.1 Preference points claim form in terms of Preferential Procurement Regulations 2022.
   e) General Conditions of Contract (GCC)

5. All the documents accompanying this invitation to bid must be fully completed in detail and signed where applicable.

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

6. **SUBMISSION OF BIDS DOCUMENTS**
   - Bidders are advised to ensure that their bids are submitted on time.
   - Bidders should deposit their sealed documents into the tender box available (next to reception area) at the physical address below:

     Department of Arts, Culture, Sports and Recreation,
     Gaabomotho Building
     760 Dr. James Moroka Drive
     Mmabatho
     2735

   - The name of the company must clearly be written at the back of the envelope
   - Bids received after the closing date and time will not be accepted for consideration.
   - **Bid documents should be submitted before 11H00 on the closing date of 16 November 2026.**
   - **There will be no briefing session for this bid.**

NB: REQUIRED GRADING FOR THIS PROJECT IS 4GB.

DATE: 20/10/2026

MS. S. PITSO
ACTING DIRECTOR: SUPPLY CHAIN MANAGEMENT

Department of Arts, Culture, Sports and Recreation

North West Provincial Government

REPUBLIC OF SOUTH AFRICA

"TERMS OF REFERENCE"

SUPPLY, DELIVERY AND INSTALLATION OF MODULAR LIBRARY IN DEELPAN: TSWAING LOCAL MUNICIPALITY

BID NUMBER: ACSR 116/2026

CLOSING DATE: 16 November 2026

CLOSING TIME: 11H00



Physical Address :

Department of Arts, Culture, Sports and Recreation

Gaabomotho Building

760 Dr. James Moroka Drive

Mmabatho, 2735

Technical enquiries

Contact person: Mr. T. Modibedi and Mr. K. Phelwane

Telephone: 018 388 2850/51 or 3967 or 2166

Email:tmodibedi@nwpg.gov.za
kphelwane@nwpg.gov.za

SCM enquiries

Contact: Mr. T. Tsikwe

Telephone:018 388 2676 or 3190 or 2968

Email: ttsikwe@nwpg.gov.za

1. INTRODUCTION

As per Schedule 5 (a) of the Constitution of the Republic of South Africa, library services other than national, are provincial competency. Department of Arts, Culture, Sports and Recreation (ACSR) is mandated to provide library services to communities of the North West Province. The library services in the North West Province is a concurrent function of the Department of Arts, Culture, Sport and Recreation and Local Municipalities.

2. BACKGROUND

One of the responsibilities of ACSR in the provision of library services to the communities is to establish library services which include building new libraries, converting unused buildings to accommodate libraries and install modular structures.

A need has been identified to establish a modular library in Deelpan, Tswaing Local Municipality in Ngaka Modiri Molema District. The library will be installed on the premises identified by the Tribal Authority and will operate as a modular library to meet the needs of learners and the general community.

3. SCOPE OF WORK

- Site clearance, soil treatment (for white ants etc.). Provide certificate of soil treatment.
- Supply, delivery and installation of the modular library structure. Provide structural engineering certificate
- Electrical connection and provide COC for electrical works.
- Water plan for supply and water drainage of water in the structure.
- Connection to existing sewerage line.
- Apply for approval from Tswaing Local Municipality for Fire Plan.

4. OUTCOME AND PERFORMANCE STANDARDS

- A complete structure that complies with health and safety standards.
- A structure that is ready for its intended purpose.

5. DELIVERABLES

The deliverables of the project are:

- A structure that is ready for its intended purpose with:
    - Structural engineer report,
    - COC electrical,
    - Water plan,
    - Fire plan,
    - Borehole water certificate, and
    - OHS file

6. TERMS OF CONTRACT

- The successful bidder will enter into a contract with the Department.
- The contract is to be effected upon the date of the signatures on the contractual agreement between the Head of Department and the Service Provider and will be for the duration as specified by the Department upon completion of project and certificate of completion awarded.

7. PAYMENTS AND PENALTIES

- Payment to the Service Provider will be processed upon delivery of a claim/ payement certificate with invoice attached.
- Successful bidders will enter into an agreement with the Department which will detail payments and penalties.
- 10% retention fee will be deducted from each submitted payment certificate/ claim and it will be payable after 90 days on award of the final completion certificate.

8. CONTRACTUAL TERMS AND CONDITIONS

- Contractual terms and conditions for the project will be in a form of a Service Level Agreement (SLA) which will detail the obligations of the service provider and other contractual agreements with the Department in delivery of modular library.
- The contractor will be expected during the installation of the structure to comply with the Occupational Health and Safety Act, Act 85 of 1993.

9. SPECIFIC REQUIREMENTS

Refer to the attached Bills of Quantities (BOQ)

10. EVALUATION CRITERIA

- The Department will follow minimum standards or criteria that the bidders need to meet in order to progress through the Evaluation and Selection process.
- All received bids will undergo an evaluation and adjudication process before a successful bidder is awarded the contract. Bids will be evaluated on the CIDB grading, **4GB** or higher required for the project.

10.1 PHASE 1: REQUIREMENTS

10.1.1 Administrative requirements

- Terms of Reference
- SBD 1: Invitation to bid
- SBD 4: Bidders disclosure (declare interest in other companies on par. 2.3)
- SBD 6.1: Preference Points Claim Form in terms of Preferential Procurement Regulations 2022
- CSD Registration Report
- General Conditions of Contract (GCC)

10.1.2 Mandatory requirements

All mandatory documents to be submitted must be valid on the closing date of the bid.

- Proof of registration with CIDB Contractor Grading with a minimum of 4GB or higher;
- Letter of good standing for Compensation for Occupational Injuries and Diseases (COIDA)

- For Joint Ventures:
  - Bidders must submit a signed joint venture agreement as acceptable proof of the existence of joint venture.
  - Each bidder must submit proof of registration with CIDB Contractor Grading;

- A combined CIDB with a minimum of 4GB;
- Letter of good standing for Compensation for Occupational Injuries and Diseases (COIDA) for all / each company in the Joint Venture.

Should any of the above-mentioned mandatory requirements not be adhered to, the bid will be considered to be non-responsive and will be disqualified.

10.2 PHASE 2: TECHNICAL REQUIREMENTS (FUNCTIONALITY)

- Only bidders that have met qualification Criteria in Phase 1 will be evaluated in Phase 2 on technical requirements;
- The bidders' will be scored according to the technical criteria;
- The minimum qualifying threshold will be seventy (70) points.

		A	B	C
		Tender Rating (score 0- 5)	Weighing	Tender Score (%) = (A x B) / 5
COMPANY EXPERIENCE	5 building projects not less than R 600 000.00 per construction project value successfully completed in the last 10 years. As proof of work completed, bidders should attach appointment letters and Final or Practical Completion Certificate.	5	60	
	4 building projects not less than R 600 000.00 per construction project value successfully completed in the last 10 years. As proof of work completed, bidders should attach appointment letters and	4		

	Final or Practical Completion Certificate.			
	3 building projects not less than R 600 000.00 per construction project value successfully completed in the last 10 years. As proof of work completed, bidders should attach appointment letters and Final or Practical Completion Certificate.	3		
	2 building projects not less than R 600 000.00 per construction project value successfully completed in the last 10 years. As proof of work completed, bidders should attach appointment letters and Final or Practical Completion Certificate.	2		
	1 building projects not less than R 600 000.00 per construction project value successfully completed in the last 10 years. As proof of work completed, bidders should attach appointment letters and Final or Practical Completion Certificate.	1		
	No projects	0		

BANK RATING	Rating = A As proof attach Bank Rating Letter on the Bank Letterhead not later than 3-months before closing date of the bid.	5	20	
	Rating = C As proof attach Bank Rating Letter on the Bank Letterhead not later than 3-months before closing date of the bid.	4		
	Rating = D As proof attach Bank Rating Letter on the Bank Letterhead not later than 3-months before closing date of the bid.	3		
	Rating = D As proof attach Bank Rating Letter on the Bank Letterhead not later than 3-months before closing date of the bid.	2		
	Rating E and below As proof attach Bank Rating Letter on the Bank Letterhead not later than 3-months before closing date of the bid.	1		
	No Bank Rating Letter	0		

LOCALITY	Proof of Residence (e.g. Municipal account or letter from the Tribal Authority) for a company within Tswaing Local Municipality (not older than 3 months before closing of this bid).	5	20	
	Company outside Tswaing Local Municipality.	0		

Note: For a bid to be responsive, the minimum points for technical requirements shall be seventy (70) points, which will be calculated after the information provided. Any bidders that scored below seventy (70) points, will be eliminated.

10.3PHASE 3: PREFERENCE POINT SYSTEM

The qualifying bidder (after obtaining the minimum points for seventy (70) and above in Phase 2 of technical requirements) will be evaluated in terms of Preferential Procurement Regulations of 2022 (PPR 2022), using 80/20 preference point system.

10.3.1 OBJECTIVE CRITERIA

- Bidders are allowed to bid for all four (4) modular library bids issued by the department;
- Bidder will only be considered for one (1) bid;
- In instances the highest scoring bidder has already been considered in other bid, the next responsive bidder will then be considered.
- The department reserves the right to award the bid in whole or in part;
- The department reserves the right not to award the lowest scoring bid.

10.4 BRIEFING SESSION

- There will be no briefing session for this bid.

11 SUBMISSION OF BID DOCUMENTS

11.1 Bidders are advised to ensure their bids are submitted on time.

11.2 Bidders should deposit their sealed documents into the tender box situated next to the reception area at the following address:
Department of Arts, Culture, Sports and Recreation
Gaabomotho Building
760 Dr. James Moroka Drive
Mmabatho, 2735

11.3 The name of the company must be clearly written at the back of the envelope.

11.4 The closing date of the bid will be **16 November 2026**, at **11H00**

11.5 Bid documents submitted after the closing date and time will not be accepted.

11.6 Validity period is 90 days from the closing date.

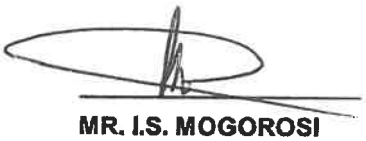


19. 10. 2026

MR. G VALTYN **DATE:**

BID SPECIFICATION COMMITTEE CHAIRPERSON

APPROVED ~~/NOT APPROVED~~



19/10/2026

MR. I.S. MOGOROSI **DATE:**

HEAD OF DEPARTMENT

INSTALLATION OF MODULAR LIBRARY AT DEELPAN FOR ACSR

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	PRELIMINARIES				
1	**Site representative**				
2	**Preparation of the work**				
3	**Technical meetings**				
4	**Plant, equipment, sheds & offices**				
5	**Water**				
6	**Electricity**				
7	**Ablution facilities**				
8	**Security**				
9	**OHS**				
	CARRIED FINAL SUMMARY				

	A: MODULAR LIBRARY B: SEPTIC TANK **BILL NO. 1**				
	EARTHWORKS				
	SUPPLEMENTARY PREAMBLES				
	The contractor is referred to the Model Preambles for published by the Association of South African Quantity Surveyors				
	Nature of ground				
	The tenderers must acquaint themselfs with material to be excavated for nature of the ground				
	Carting away of excavated material				
	Descriptions of carting away of excavated material shall be deemed to include loading excavated material onto trucks directly from the excavations or, alternatively, from stock piles situated on the building site				
	Filling and layer work materials				
	References such as "G1", "G2", etc. and "C1", "C2", etc. in descriptions of filling and layer work materials refer to corresponding references in the document "Guidelines for Road Construction Materials. TRH 14 : 1985" compiled by the Committee of State Road Authorities and the properties set out therein for each kind shall be applicable to the respective materials described hereinafter				
	Testing				
	Prices for filling are to include for all necessary density and other tests				
	SITE CLEARANCE				
	Site clearance				
1	Digging up and removing rubbish, debris, vegetation, hedges, shrubs, bush, etc. and trees not exceeding 200mm girth A: 327 B: 32	m²	357		
	BULK EXCAVATION, FILLING, ETC.				
	Excavation in earth exceeding 2000mm and not exceeding 4000m deep				
	Carried to Bill Summary				

2	Trenches including working around piles A: 0 B: 90	m³	90		
	Extra over bulk excavations in earth for excavation in				
3	Soft rock A: 0 B: 9	m³	9		
4	Hard rock A: 0 B: 5	m³	5		
	Extra over all excavations for carting away				
5	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 0 B: 30	m³	30		
	Risk of collapse of excavations				
6	Sides of trench and hole excavations exceeding 1,5m and not exceeding 4m deep A: 0 B: 66	m²	66		
	Keeping excavations free of water				
7	Keeping excavation free of water A: 0 B: 1	Item	1		
	FILLING ETC.				
8	Earth filling obtained from the excavations (not compacted) A: 0 B: 66	m³	66		
	EXCAVATION, FILLING, ETC. OTHER THAN BULK				
	Excavate trench for laying of sewer pipes not exceeding 2000mm deep				
9	Trench A: 51 B: 0	m³	51		
	Extra over all excavations for carting away				
10	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor A: 53 B: 0	m³	53		
	Carried to Bill Summary				

	Risk of collapse of excavations				
11	Sides of trench and hole excavations not exceeding 1500mm deep A: 62 B: 30	m²	92		
	Keeping excavations free of water				
12	Keeping excavations free of water A: 1 B: 1	Item	2		
	Filling of natural gravel material G5 supplied by the contractor, compacted to 90% Mod AASHTO density				
13	Backfilling from the excavated trenches and compact to the required density of 90% MOD AASHTO A: 10 B: 15	m³	25		
14	Under floors A: 31 B: 0	m³	31		
15	Compact around septic tank with a plate compactor A: 0 B: 102	m²	102		
	WEED KILLERS, INSECTICIDES, ETC.				
	Weedkiller (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weedkiller to 100 l water and applied at a rate of 10 l/mÃ½				
	Soil insecticide in accordance with SANS 5859				
16	Under Floors A: 323 B: 0	m²	323		
17	To bottoms and sides of trenches etc. A: 55 B: 90	m²	145		
	Carried to Bill Summary				

BILL NO. 1

EARTHWORKS

BILL SUMMARY

Total Brought Forward from Page No.	**PAGE**	**AMOUNT**
	2	
	3	
	4	
Carried to Sectional summary		

	BILL NO. 2				
	CONCRETE, FORMWORK AND REINFORCEMENT				
	SUPPLEMENTARY PREAMBLES				
	The contractor is referred to the Model Preambles for Trades published by the Association of South African Quantity Surveyors				
	Cost of tests				
	The costs of making, storing and testing of concrete test cubes as required under clause 7 "Tests" of SABS 1200 G shall include the cost of providing cube moulds necessary for the purpose, for testing costs and for submitting reports on the tests for approval. The testing shall be undertaken by an approved independent firm or institution nominated by the contractor (test cubes are measured separately)				
	Formwork				
	Descriptions of formwork shall be deemed to include use and waste only (except where described as "left in" or "permanent"), for fitting together in the required forms, wedging, plumbing and fixing to true angles and surfaces as necessary to ensure easy release during stripping and for reconditioning as necessary before re-use				
	Formwork to soffits of solid slabs etc. shall be deemed to be to slabs not exceeding 250mm thick unless otherwise described				
	UNREINFORCED CONCRETE CAST ON/IN FORMWORK				
	15MPa/19mm concrete				
1	Surface beds A: 113 B: 6		m^3	119	
	19MPa/150mm concrete				
2	400mm x 300mm x 100mm Concrete water channel on the down pipes A: 1 B: 0		m^3	1	
	REINFORCED CONCRETE CAST AGAINST EXCAVATED SURFACES.				
	Carried to Bill Summary				

	Reinforced concrete with a coarse aggregate of 19mm and a minimum compressive strength of 20MPa:				
3	Concrete slab and finished smooth with a wood float with provision of 450 x 600mm manhole (Measured elsewhere)				
	A: 323 B: 6		m^2	329	
	ROUGH FORMWORK				
	Rough				
4	Rough formwork to edges of concrete aprons not exceeding 300mm high				
	A: 85 B: 0		m	85	
	Special formwork to sides				
5	Steps				
	A: 4 B: 0		m	4	
	PERMANENT FORMWORK				
	1,2mm galvanised steel permanent decking system to soffits				
6	Decking for slabs with ends laid on brick walls				
	A: 0 B: 12		m^2	12	
7	6m Maxi concrete lintels at 300mm centre to centre				
	A: 0 B: 12		no	12	
8	3.5m x 0.5mm IBR sheeting				
	A: 0 B: 10		no	10	
	REINFORCEMENT				
	High tensile steel reinforcement to structural concrete work				
9	12mm Diameter Y bars				
	A: 0 B: 0,07		m	0.075	
	Mild tensile steel reinforcement to structural concrete work				
10	12mm Diameter Y bars				
	A: 0 B: 0,07		m	0.07	
	Fabric reinforcement				
11	200 x 200 x 6,3mm Steel mesh reinforcement reference 245 in concrete slabs, surface beds, etc.				
	A: 0 B: 150		m	150	
	Carried to Bill Summary				

BILL NO. 2

CONCRETE, FORMWORK AND REINFORCEMENT

BILL SUMMARY PAGE

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	BILL NO. 3			
	MASONRY			
	SUPPLEMENTARY PREAMBLES			
	The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors			
	BRICKWORK			
	Sizes in descriptions			
	Where sizes in descriptions are given in brick units, "one brick" shall represent the length and "half brick" the width of a brick			
	Face bricks			
	Bricks shall be ordered timeously to obtain uniformity in size and colour			
	Pointing			
	Descriptions of recessed pointing to fair face brickwork and face brickwork shall be deemed to include square recessed, hollow recessed, weathered pointing, etc.			
	FOUNDATIONS			
	Brickwork Face brick in class II mortar			
1	One brick walls A: 66 B: 54	m^2	120	
	2,5mm Brickwork reinforcement			
2	150mm Wide reinforcement built in horizontally A: 53 B: 204	m	257	
	Carried to Sectional Summary			

	BILL NO. 4				
	WATERPROOFING				
	SUPPLEMENTARY PREAMBLES				
	The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors				
	Waterproofing				
	Waterproofing of roofs, basements, etc. shall be laid under a ten year guarantee. Waterproofing to roofs shall be laid to even falls to outlets etc. with necessary ridges, hips and valleys. Descriptions of sheet or membrane waterproofing shall be deemed to include additional labour to turn-ups and turn-downs				
	DAMP PROOFING OF WALLS AND FLOORS				
	One layer 250 micron green polyethylene waterproof sheeting (SANS 952-1985 type C) sealed at laps with PVC self-adhesive tape				
1	Under surface beds	m^2	323		
	Carried to Sectional Summary				

	BILL NO. 5				
	PLASTERING				
	SUPPLEMENTARY PREAMBLES				
	The contractor is referred to the Model Preambles for Trades edition published by the Association of South African Quantity Surveyors				
	Plaster to existing brick walls & newly build walls.				
	Plaster to walls shall be of 1:4:4 mixture cement mortar. The plaster shall be 19 mm thick & finished to a true & even surface with steel trowel, neatly finished on corners and reveals.				
	INTERNAL PLASTER				
	Cement plaster steel trowelled, on brickwork				
1	On walls A: 0 B: 80		m^2	80	
	Carried to Sectional Summary				

BILL NO. 6

PLUMBING AND DRAINAGE (PROVISIONAL)

SUPPLEMENTARY PREAMBLES

The contractor is referred to the Model Preambles for Trades published by the Association of South African Quantity Surveyors

PVC-U pipes and fittings

Sewer and drainage pipes and fittings shall be jointed and sealed with butyl rubber rings Soil, waste and vent pipes and fittings shall be solvent weld jointed or sealed with butyl rubber rings

Fixing of pipes

Unless specifically otherwise stated, descriptions of pipes shall be deemed to include fixing to walls, etc., casting in, building in or suspending not exceeding 1m below suspension level

Disinfection of water pipework

Water pipework is to be disinfected at completion

Laying, backfilling, bedding, etc. of pipes

Pipes shall be laid and bedded in accordance with manufacturers' instructions and trenches shall be carefully backfilled

Where no manufacturers' instructions exist, pipes shall be laid in accordance with the relevant section of SANS 2001

General

Descriptions of pipes laid in and including trenches and of inspection chambers, catchpits, etc. shall be deemed to include excavation, bedding, backfilling, compaction to a minimum of 90% Mod AASHTO density and disposal of surplus material on site

As-built drawings

Where required, the contractor shall prepare an updated set of as-built drawings. At completion of the contract the contractor shall hand these drawings to the Project Manager for reproducing onto the originals for handing over to the employer

Carried to Bill Summary

	SANITARY PLUMBING				
	PVC soil and vent pipes				
1	110mm Pipes	m	17		
2	50mm Pipes	m	10		
	Extra over PVC-U soil and vent pipes for fittings				
3	110mm x 87.5° bend with IE	No	3		
	WATER SUPPLIES				
4	Excavation in earth not exceeding 1m deep for pipe trenches	m^3	18		
5	Backfilling to pipe trenches compacted to 90% Mod AASHTO density	m^3	18		
	Polycopper pipes				
6	20mm Polycopper pipes laid in and including trenches not exceeding 1m deep	m	76		
	Galvanised pipes				
7	15mm Galvanised pipe	m	12		
8	20 x 15mm Galvanised reducer	No	4		
9	15mm Galvanised Tee piece	No	6		
10	15mm Galvanised elbow	No	40		
11	Testing waste pipe system	Item	1		
12	450mm x 600mm Cast iron manhole cover	No.	2		
	Carried to Bill Summary				

BILL NO. 6

PLUMBING AND DRAINAGE

BILL SUMMARY PAGE

	PAGE	AMOUNT
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	BILL NO. 7 **ALLUMINIUM WINDOW OPENING TO CHILDREN LIBRARY AREA**				
1	Supply and install alluminium window openning frame of 15mx 1.5m high including 6.38mm tinted soundproof glass	no	1		
	Carried to Sectional Summary				

BUILDING WORKS

SECTIONAL SUMMARY PAGE

Brought Forward from	**PAGE**	**AMOUNT**
EARTHWORKS	**5**	
CONCRETE, FORMWORKS AND REINFORCEMENT	**8**	
MASONRY	**9**	
WATERPROOFING	**10**	
PLASTERING	**11**	
PLUMBING AND DRAINAGE	**14**	
ALLUMINIUM WINDOW OPENING(Children Library)	**15**	
CARRIED TO FINAL SUMMARY		

	EXTERNAL WORKS				
	BILL NO. 8				
	INSTALLATION CLEAR VIEW FENCE				
	EARTHWORKS				
	EXCAVATIONS ETC.				
	Excavation in earth not exceeding 2m deep Digging of holeS				
1	Holes	m^3	5		
	Extra over all excavations for carting away				
2	Surplus material from excavations and/or stock piles on site, to a dumping site to be located by the contractor	m^3	5		
	Keeping excavations free of water				
3	Keeping excavations free of all water other than subterranean water	Item	1		
	CONCRETE, FORMWORK AND REINFORCEMENT				
	REINFORCED CONCRETE CAST ON/IN FORMWORK				
	15MPa/19mm concrete				
4	Surface beds	m^3	5		
	FENCING				
	Fence				
	Clear view welded mesh fence anti-cut fully galvanised at a Minimum of 275g/m2 Zinc coated				
	Carried to Bill Summary				

5	3000mm x 2500mm high Anti-cut/ Anti-climb Clear view welded mesh fence panel of 4mm diameter vertical wire and 3,15mm horizontal wire and 4 horizontal V-bends for added strength and rigidity, fully hot dip galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp finished with spikes on top	m	164		
6	4mm Thick x 60 x 60 x 3000mm high Zincalume corner pos	No.	8		
7	4mm Thick x 60 x 60 x 3000mm high Zincalume intermediate post	No.	38		
8	5030mm x 2500mm High sliding motor gate of 2515mm x 1800mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp. Support the gate on each side with two 100 x 100mm zinc coated square tubing of the same height of the gate embedded in concrete 400 mm deep and a pair of roller guides and wheels. 12 mm diameter round bar welded to on full length to 8 x 40 x 40 x 5mm angle iron bar rail track fixed level in concrete and finished with 50 mm spikes on top, security lock set with provision of handles both sides.	No.	1		
9	900mm x 1800mm High single motor gate of 2515mm x 4200mm high Clear view welded mesh fence panel fully galvanised at a Minimum of 275g/m2 Zinc coated with 100 x 8mm clamp including excavation and concrete for sliding.	No.	1		
	Carried to Bill Summary				

BILL NO. 8

INSTALLATION CLEAR VIEW FENCE

BILL SUMMARY PAGE

	PAGE	AMOUNT
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Carried to Sectional Summary		

	BILL NO. 9				
	ROADWORK, PARKING AREAS AND PAVING				
	SUPPLEMENTARY PREAMBLES				
	Testing of material and filling				
	Descriptions of earth filling, compaction, etc. shall be deemed to include for all necessary testing required in accordance with the SABS 1200 series				
	Precast concrete block road surfacing				
	Paving shall be laid in accordance with SABS 1200 MJ, SANS 1058 and the Concrete Masonry Association's specifications				
	Paving shall be laid to herringbone pattern on 20mm thick (thickness after final compaction) clean river sand (preparation of ground or filling elsewhere) Clean sand shall be swept into joints between road stones at completion				
	Open face excavation in earth over sloping site				
1	Open face excavation to form platforms under parking areas etc. and depositing excavated material over site, including haulage not exceeding 1000mm from perimeter of excavations	m^3	105		
	Extra over all excavations for carting away				
2	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m^3	105		
	Keeping excavations free of water				
3	Keeping excavations free of water other than subterranean water	Item	1		
	Carried to Bill Summary				

	Compaction of surfaces				
4	Compaction of ground surfaces under pavings etc., including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 90% Mod AASHTO density	m²	349		
	WEED KILLERS, INSECTICIDES, ETC.				
	Weed killer (active ingredients metalaclor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/mÃ½				
	Soil insecticide in accordance with SANS 5859				
5	Under paving, etc., including forming and poisoning shallow furrows against foundation walls etc., filling in furrows and ramming	m²	349		
	60mm Thick 25MPa precast concrete interlocking block paving of 110 x 220mm grey paving blocks in accordance with SANS 1058, laid to falls on and including 25mm thick sand layer with joints filled in with sand, compacted with a vibration compactor				
6	Paving to parking areas etc. to falls, including necessary straight edge blocks	m²	349		
7	Edging to paving not exceeding 300mm wide	m	54		
	Precast concrete finished smooth on exposed surfaces, including bedding, jointing and pointing				
8	150 x 300mm High kerbs with 150 x 150 x 300mm unreinforced concrete hunching at back of each joint, including excavation, backfilling, etc.	m	54		
	Carried to Bill Summary				

	DOUBLE CURVED SHAPE CARPORTS				
	The Curved double carport of 6m wide x 6m in length for Five(5) cars				
	EARTHWORKS				
	Excavation in earth not exceeding 2m deep				
9	Digging for holes	m³	6		
	Extra over all excavations for carting away				
10	Surplus material from excavations and/or stock piles on site to a dumping site to be located by the contractor	m³	6		
	Risk of collapse of excavations				
11	Sides of trench and hole excavations not exceeding 1,5m deep	m²	6		
	WEED KILLERS, INSECTICIDES, ETC.				
	Weed killer (active ingredients Metolachlor 102,8 g/l, terbitilasien 248,6 g/l and atrasien 248,6 g/l) mixed in the proportion of 100 ml weed killer to 100 l water and applied at a rate of 10 l/mÃ½				
	Soil insecticide in accordance with SANS 5859				
12	In holes	m²	6		
	CONCRETE, FORMWORK AND REINFORCEMENT				
	UNREINFORCED CONCRETE CAST ON/IN FORMWORK				
	15MPa/19mm concrete				
13	In holes	m³	6		
	ROOF COVERINGS, CLADDINGS, ETC. SUPPLEMENTARY PREAMBLES PROFILED METAL SHEETING AND ACCESSORIES				
	0,6mm Z275 spelter galvanised troughed (Chromadek steel sheets in single lengths not exceeding 13m with grey finish of approved standard colour on one side and standard grey backing finish on reverse side, fixed to timber purlins				
14	0.58mm flat IBR roof sheeting fixed on steel purlins with self-taping bolts and washers	m²	83		
	Carried to Bill Summary				

	METALWORK				
15	100 x 100 x 2.5m high vertical Square tubing embedded in concrete footings with 250 x 250 x 2.5mm thick base plate of 4 x 15mm diameter holes for bolts fixed to concrete	No	6		
16	100 x 100mm horizontal square tubing welded to the vertical posts	m	20		
17	75 x 75mm Steel Purlins (CURVED) welded on the horizontal square tubing at 1200mm centers	m	26		
	PAINTWORK				
	SUPPLEMENTARY PREAMBLES				
	PAINT SPECIFICATIONS				
	All painting shall be done in accordance with SABS specifications unless otherwise described				
	ON METAL SURFACES				
	One coat alkyd based zinc phosphate primer and two coats premium quality polyurethane enamel paint, on steel				
18	On structural steel	m^2	57		
19	On structural steel not exceeding 300mm girth	m	26		
	Carried to Bill Summary				

BILL NO. 9

ROADWORK, PARKING AREAS AND PAVING

BILL SUMMARY PAGE

	PAGE	AMOUNT
Total Brought Forward from Page No.		
	20	
	21	
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EXTERNAL WORKS

SECTIONAL SUMMARY PAGE

Brought Forward from	**PAGE**	**AMOUNT**
INSTALLATION CLEAR VIEW FENCE	**19**	
ROADWORK, PARKING AREAS AND PAVING	**24**	
CARRIED TO FINAL SUMMARY		

	BILL NO. 10 **ELECTRICAL WORKS AND BOREHOLE** **ELECTRICAL WORKS** CABLING Supply and install SANS approved PVC insulated stranded copper conductors cable.the tendered rates shall make provision for normal wastage				
1	16mm X 3 core armoured cable	m	107		
2	Cable glands	No.	2		
	CABLE TRENCHES				
3	Excavation in earth not exceeding 2m deep for cable trenches including risk of collapse of excavations, keeping excavations free from water, setting aside excavated material and later refilling of trenches	m^3	36		
	EARTHING & BONDING All metal parts of roofs, gutters and down pipes shall be earthed. One bare 10mm² copper conductor shall be installed over the full length of the ceiling void, fixed to the top purlin and connected to the main earth conductor at each Distribution Board. The roof and gutters shall be connected at 15mm X 0,8mm copper strapping (not conductor) and galvanised bolts & nuts.				
4	10mm² copper conductor	m	6		
5	Copper strapping complete with galvanised bolts & nuts	m	5		
6	1m earth spike complete with clamps & terminals	No.	1		
7	20mm galvanize pipe (with steel saddles)	No.	1		
	SECURITY LIGHT FITTINGS				
8	Bulkhead 85W light fitting energy saver with bulb to be operated by photo-cell	No.	4		
9	24W Photo -cell	No.	1		
10	Supply and install Electrical gate motor D5 Evo Centurion	No.	1		
	ELECTRICAL TEST				
11	**Provision for the required inspections, tests and commissioning of the complete installation and the issuing of the required certificates of compliance.**	**Item**	1		
	MECHANICAL WORK SUNDRIES				
12	Units mounting brackets (Set of 2)	No.	3		
	Carried to Bill Summary				

	WATER SUPPLY **DRILLING OF BOREHOLE**				
13	Water surveying	item	1		
14	Drilling (price per meter)	m	150		
15	Water Testing	item	1		
16	Supply, deliver to site and installation of Solid casing 162mm (3m per length)	No	3		
17	Supply, deliver to site and installation of 230V - 1,1kw submersible motor	No	1		
18	Supply, deliver to site and installation of 230V- 1,1kw control box	No	1		
19	Supply, deliver to site and installation of 1,1kw submersible pump	No	1		
20	Supply, deliver to site and installation of 25mm PVC conduit pipe	No	2		
21	Supply, deliver to site and installation of 10A,5kA single pole circuit breaker	No	1		
22	Supply, deliver to site and installation of 40mm² HDPE CL 6 pipe	m	130		
23	Supply, deliver to site and installation of 4mm x 4core armoured cable	m	20		
24	Supply, deliver to site and installation of 2.5mm² x 3 core submersible cable	m	150		
25	Supply, deliver to site and installation of Nylon rope 10mm	m	50		
	Carried to Bill Summary				

26	Supply, deliver to site and installation ofJoining kit (MX1)	No	1		
27	Supply, deliver to site and installation of Base plate with connections	No	1		
28	Supply, deliver to site and installation of40mm² coupling with 2 clamps	No	1		
29	Supply, delivery to site and installation of one tap	No	1		
30	Supply, deliver to site and installation of 40mm² HDPE CL6 inlet and outlet pipe	m	20		
31	Supply, deliver to site and installation of Fittings and stop cock	item	1		
32	Supply, deliver to site and installation of 200mm cable ties	No	100		
33	Supply, deliver to site and installation of 2,5mm² green & yellow insulated earth wire	No	50		
34	Supply, deliver to site and installation of Trench digging 0,5m depth x 0,2m x 30m	m³	9		
35	Supply, deliver to site and installation of 0,8m x 0,5m concrete slab & steel structure to protect equipment in the borehole	No	1		
36	SUNDRIES	item	item		
37	Supply, deliver to site and installation of 0.75KW pressure pump	No.	1		
38	Supply, deliver to site and installation of AQ 60 water softener complete with its accessories	No.	1		
	Supply, deliver, to site and installation of below specified pvc pipes.				
39	20mm Pvc pipe	No.	10		
	Supply, deliver, to site and installation of below specified circuit breakers				
40	20A 1- pole circuit breaker (5kA)	No.	1		
	Carried to Bill Summary				

41	Construct, deliver and install a solid steel structured 6m high tank stand to carry a 5000L tank. The stand should be constructed by 100mm x 100mm square tubing braced with 75mm x 75mm angle iron. The base for the replacement of tank should be constructed by lip channels. Tank stand should be built on a 500 x 500 x 700mm deep concrete base	No.	1		
42	Supply, deliver to site and installation of 5000Liter round PVC tank on the newly constructed stand.	No.	1		
43	40mm² HDPE class 6 pipe for the borehole length, inlet and outlet to the tap.	m	70		
44	Supply, deliver to site and installation of 2.5mm² x 3 core armoured cable **(Rates to be charged per meter)**	m	70		
45	Excavation of trench for cable and filling	m^3	15		
46	Supply, deliver to site and installation of 40mm² male adaptor Plasson.	No.	2		
47	Supply, deliver to site and installation of 40mm² male elbow adaptor Plasson.	No.	3		
48	Supply, deliver to site and installation of 40mm² female adaptor Plasson.	No.	1		
49	Supply, deliver to site and installation of 40mm² X 20mm red bush.	No.	1		
50	Supply, deliver to site and installation of 22mm Tee conex.	No.	1		
51	Supply, deliver to site and installation of 22mm male adaptor conex.	No.	6		
52	Supply, deliver to site and installation of a seal tapes.	No.	3		
53	Supply, deliver to site and installation of 40mm² straight coupling Plasson.	No.	2		
54	Supply, deliver to site and installation of 40mm² elbow Plasson.	No.	2		
55	Supply, deliver to site and installation of 20mm stop cock.	No.	2		
56	Supply, deliver to site and installation of 20mm none return valve.	No.	2		
57	Supply, deliver to site and installation of 25mm X 20mm reducing bush.	No.	2		
	Carried to Bill Summary				

58	200mm Cable ties	No.	30		
59	Supply, deliver and install a new 1m stand pipe	No.	1		
60	Supply and install 20mm^2 PVC pipe to the garden tap	m	20		
61	Supply and install garden tap	No.	1		
62	Building of 150mm concrete slab reinforced under the steel stand.	m²	5		
	NB: CONDITIONS OF SERVICE				
	The Contractor must inform the Works inspector in-charge before going to site.				
	Water testing certificate to be issued after completion of work.				
	A minimum of three months guarantee must be afforded after completion of work.				
	All materials used must be SANS approved .				
	OHS ACT must be adhered to.				
	Carried to Bill Summary				

BILL NO. 10

ELECTRICAL WORKS AND BOREHOLE

BILL SUMMARY PAGE

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CARRIED TO FINAL SUMMARY		

BILL NO. 11

PROVISIONAL SUMS
MODULAR LIBRARY
SUPPLEMENTARY PREAMBLES

General

Work for which budgetary allowances are provided will be measured and valued in accordance with the Principal Building Agreement of the Joint Building Contract Committee contract and deducted in whole or in part if not required without any compensation for loss of profit on the said allowances

Prime cost amounts and provisional sums are net. Prime cost amounts shall include for delivery to site of all articles concerned Provisional sums are for material and equipment supplied and installed complete by firms of specialists

Profit

Where stated, the contractor may allow for profit if required

BUDGETARY ALLOWANCES

Supply and delivery of 19m x 17m Library as per the attached plan to the specification

1	Allow the sum of R 1850 000.00 for supply, delivery and installation of prefabricated modular library as per the plan attached to this bill of quantities		SUM	1,850,000.00
2	Add for profit and general attendance upon above if required		SUM	

CARRIED TO FINAL SUMMARY

ITEM	DESCRIPTION	UNIT	QTY	RATE	AMOUNT
	BILL NO 12 **PREFABRICATED GUARDHOUSE**				
	NOTES				
	PREAMBLES The contractor is referred to the General Preambles for Trades published by the Association of South African Quantity Surveyors before pricing this bill.				
	Roof The 3 x 3 guard shack roof consists of galvanized steel rolled roofing for long lasting durability				
	Floor Strong and robust, made with premium OSB flooring over pressure treated floor joists. The floor should be insulated and covered with tough vinyl flooring.				
	Walls Walls consist of interior vinyl clad gypsum, OSB sheathing and aluminium exterior makes for a dent resistant and maintenance free finish.				
	Doors Hinged insulated metal swinging door with half glass for the guard room and an insulated metal swinging door for the toilet.				
	Supply, deliver and install a 3m x 3m prefabricated guardhouse with a toilet. The toilet door should open from outside.	Item	1		
	Carried to Sectional Summary				

BILL NO 13

PROVISIONAL SUMS(GUARD HOUSE)

1	Allow R7 500.00 for electrical connection to the DB. Amount to be used as directed by the Project Manager and to be use deducted in whole or part if not used.		SUM	R7,500
2	Allow R7 500.00 for drainage connection and commissioning to the drainage system. Amount to be used as directed by the Project Manager and to be use deducted in whole or part if not used.		SUM	R7,500
	Carried to Sectional Summary			

BILL NO 14
PAVING

GENERAL PREAMBLES

Supplementary preambles contained in any individual trade of these bills of Quantities shall apply equally to any work of a similar nature in this External Works trade unless otherwise stated.

PAVING WORK

1	Excavation in earth for reduced levels	m^3	30
2	Extra over all excavation for carting away surplus material from excav and or storkpile on site to a dumping site to be located by the Con	m^3	30
3	Earth filling supplied by the Contractor (G5 Material) under paving	m^3	30
4	Compacting ground surface under pavings, etc including scarifying for a depth of 150mm, breaking down oversize material, adding suitable material where necessary and compacting to 95% Mod AASTO density.	m^2	197
5	Soil poisoning surfaces of ground under paving bricks including forming poisoning shallow furrows against kerbing etc. filling in furrows an	m^2	197
6	250 micron Upvc plastic under paving	m^2	300
7	Laying of 60 mm thick grey double zig zag (shape S-A) interlocking paving paving bricks with butt joints to herringbone pattern on and includi thick river sand bedding treated with weedkiller and with clean sand swept into joints, laid to falls to sides of drive and walk ways, road, parking areas	m^2	197
8	200 X 150mm deep 15Mpa concrete on edge of pavers	No	66

Note: poisoning certificate to be issued after completion of activity

Carried to Sectional Summary

	BILL NO 15				
	STEEL WORKS				
1	Supply and install 1m x 1m, 10mm aluminium tubes buglers on window openings with a spacing of 100mm c/c.	No.	2		
	Carried to Sectional Summary				

	SECTIONAL SUMMARY PAGE GUARD HOUSE				
	PREFABRICATED GUARD HOUSE		33		
	PROVISIONAL SUMS		34		
	PAVING		35		
	STEEL WORK		36		
	SUB TOTAL				
	CARRIED TO FINAL SUMMARY PAGE				

FINAL SUMMARY PAGE

	PAGE	AMOUNT
PRELIMINARIES	**1**	
BUILDING WORK	**16**	
EXTERNAL WORK	**25**	
ELECTRICAL WORKS AND BOREHOLE	**31**	
PROVISIONAL SUMS(MODULAR LIBRARY)	**32**	
PAVING		
GUARD HOUSE	**37**	
SUB-TOTAL		
CONTINGENCY Contingencies to be used as instructed by the Department		**50,000.00**
SUB-TOTAL including Contingencies, but excluding Value Added Tax (VAT)		
ADD: Value Added Tax (VAT) calculated at the rate of 15%		
GRAND TOTAL		

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE *(NAME OF DEPARTMENT/ PUBLIC ENTITY)*					
BID NUMBER:	**ACSR 116/2026**	CLOSING DATE:	**16 NOVEMBER 2026**	CLOSING TIME:	**11H00**
DESCRIPTION	**SUPPLY, DELIVERY AND INSTALLATION OF MODULAR LIBRARY IN DEELPAN: TSWAING LOCAL MUNICIPALITY**				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
760 DR JAMES MOROKA ROAD
GAABOMOTHO BUILDING
MMABATHO
2735

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**MR. T. TSIKWE**	CONTACT PERSON	**MR. K. PHELWANE**
TELEPHONE NUMBER	**018 388 2676 / 3190 / 2968**	TELEPHONE NUMBER	**018 388- 3967/ 2166**
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**ttsikwe@nwpg.gov.za**	E-MAIL ADDRESS	**kphelwane@nwpg.gov.za**

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1.	**BID SUBMISSION:**
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	**ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4.	**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
2.	**TAX COMPLIANCE REQUIREMENTS**
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6	WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7	NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	**Identity Number**	**Name of State institution**

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

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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.

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:
.....
.....

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

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted

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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.

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 quotations and 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

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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 equal to or below R50 million (all applicable taxes included); and
- the 90/10 system for requirements with a Rand value above R50 million (all applicable taxes included).

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

a) The applicable preference point system for this quotations and tender is 80/20 and 90/10 preference point system.

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

(a) Price; and

(b) Specific Goals.

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

The maximum points for this tender are allocated as follows:

	POINTS	POINTS
PRICE	80	90
SPECIFIC GOALS	20	10
Total points for Price and SPECIFIC GOALS and PRICE	100	100

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

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

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"Rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes.

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"The Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by **proof/ documentation** stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

TABLE 1 A (80/20 Preference Point System)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership 51% - 99% black ownership Less than 50% black ownership **(Maximum to be claimed = 06 points)**	**06** 03 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership **(Maximum to be claimed = 08 points)**	**08** 04 02	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability 51% - 99% owned by persons with disability Less than 50% owned by persons with disability **(Maximum to be claimed = 03 points)**	**03** 02 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth 51% - 99% owned by youth Less than 50% owned by youth **(Maximum to be claimed = 03 points)**	**03** 02 01	
TOTAL		**20**	

TABLE 1 B (90/10 PREFERENCE POINT SYSTEM)

The specific goals allocated points in terms of this tender	ACHIEVEMENT AND OWNERSHIP LEVELS	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)
Historically Disadvantaged Individuals (Before 1994)	100% black ownership Less than 100% black ownership **(Maximum to be claimed = 02 points)**	**02** 01	
Enterprises owned by Women (CSD to be attached)	100% women ownership 51% - 99% women ownership Less than 50% women ownership **(Maximum to be claimed = 04 points)**	**04** 02 01	
Enterprises owned by persons with disability (Medical Certificate to be attached)	100% owned by persons with disability Less than 100% owned by persons with disability **(Maximum to be claimed = 02 points)**	**02** 01	
Enterprises owned by youth (CSD to be attached)	100% owned by youth Less than 100% owned by youth **(Maximum to be claimed = 02 points)**	**02** 01	
TOTAL		**10**	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;

(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;

(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

(a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice·

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (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.