COMMISSION FOR CONCILIATION, MEDIATION & ARBITRATION

National Office

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REQUEST FOR QUOTATIONS "RFQ"

RFQ NO	**00000222153**			
DESCRIPTION OF GOODS AND SERVICES REQUIRED:	**Supply and installation of Lights for the CCMA Durban Office. See detailed specifications below.**			
ISSUING DATE:	**11 November 2026**			
Delivery Address: 275 Anton Lembede Street, 4001, Aquasky Building				
RFQ CLOSING	**TIME:**	**14:00**	**DATE:**	**26 November 2026**
PLEASE ENSURE THAT THE QUOTATION HAVE THE TOTAL FIXED AMOUNT STATED IN ORDER FOR CCMA TO BE ABLE TO EVALUATE YOUR PRICE AND PRICE MUST INCLUDE ALL APPLICABLE TAXES				
QUOTATION VALIDITY PERIOD:	90 days			
CONTACT PERSON	Phathutshedzo Mulandana; Email: PhathutshedzoM@ccma.org.za Tel: 011 377 6717			
CIDB Grading	**1 EB or Higher**			
DELIVERY OR SUBMISSION INSTRUCTIONS FOR RFQ:	The submissions of the quotations must be emailed to: **RFQ4@CCMA.org.za only** **All quotations need to be on an official letterhead (All cost included)**			
DISQUALIFICATION	• Quotations not submitted to the **RFQ4@CCMA.org.za** will be disqualified**.**			
EVALUATION OF QUOTATIONS	• All quotations above R2000 will be evaluated on pricing and CCMA preferential points using the 80/20 system. • The 80 points is for request for quotations up to the rand value of R1 million. • The 20 points will be allocated to promote the CCMA goals on ownership.			
	Bidder must attach the following documents when responding to this RFQ. **Proof of ownership must be attached in the form of:** • Copy of the founding documentation of the company with which the ownership is listed i.e. CIPC etc; • Copy of the id-document (s) of the owner (s).			

	• Proof of Medical certificate confirming disability of the owner (s). **Failure to adhere to the above will result in the non-allocation of preferential points** **Bidders must be registered on CSD prior to submitting quotations.** **Bidders must be registered with CIDB as per the above CIDB class of works and grade. The CIDB status must be active.**

1. **Specification**

NB* The bidder must provide South African Bureau of Standards (SABS) approved lights.

Item No	Description	Floors	Clarity per Units	Quantity	PICTURE / DRAWING / NOTES
1.	**6ft Light Tube** • Supply, deliver and install 6ft LED light tubes. • Remove existing toggle switch. • Tighten each set of lamp holders to suit LED lamps.	**1st Floor**	Room 102	8	
			Room 103	2	
			Room 105	1	
			Room 106	3	
			Room 107	3	
			Room 108	3	
			Room 109	1	
			Room 110	4	
			Room 112	5	
			Room 114	3	
			Room 115	8	
			Room 116	2	
			Room 117	1	
			Room 119	2	
			Room 120	1	
			Room 121	5	
			Room 123	1	
			Room 124	6	
			Room 125	3	
			Waiting Area front	5	
			Boardroom passages	11	
		2nd Floor	PSC Office	1	
			Boardroom	5	
			Passage	7	
			Open area back	8	
			Room 205	1	
			Room 206	3	
			Room 207	4	
			Room 208	1	

		3rd Floor	Waiting area front	7	
			Counter 2	1	
			Counter 12	2	
			CMOs Back	9	
			Room 304 pre-con	3	
			Room 306	5	
			Room 306 - printing area	2	
			Private Room	4	
			CMO's Back	10	
		5th Floor	Admin Passage	3	
			Boardrooms passage	4	
			Room 503	5	
			Room 510	2	
			Room 515	1	
			Room 516	1	
2.	**3ft Light Tube** • Supply, deliver and install 3ft LED light tubes. • Remove existing toggle switch. • Tighten each set of lamp holders to suit LED lamps	**1sf Floor**	Room 104	1	
			Room 111	1	
			Room 122	4	
			Library	4	
		2nd Floor	Room 203	7	
			Room 204	1	
		4th Floor	Passage near room 411	2	
			Room 410	8	
		5th Floor	Room 518	11	
3.	**Down lights** • Supply and Install downlights	**1st Floor**	Toilets for disable	1	
		3rd Floor	Female toilets	1	

4.	**Socket Plug** • Wiring of the socket plug	**2nd Floor**	Room 211	1	

Kindly note below:

- **Only those tenderers who are registered with the CIDB, or are capable of being so prior to the evaluation of submissions, in a 1 EB or higher class of construction work, are eligible to have their RFQs evaluated.**

2. EVALUATION CRITERIA

The RFQ will be evaluated in two stages, namely:

- **Mandatory Requirements (Stage 1)**
- **Price and Specific Goals (Stage 2)**

2.1 MANDATORY REQUIREMENTS (Stage 1)

To be completed by the Bidder

Bidders must attach proof of the following mandatory requirements:

Note: **If non-compliant with the mandatory requirements below the RFQ will be automatically eliminated and not evaluated further.**

	MANDATORY REQUIREMENTS
2.1.1	The service provider must be registered and in good standing with the Compensation for Occupational Injuries and Diseases Act (No 130 of 1993 (COIDA). ***Attach proof of valid COIDA certificate.***
2.1.2	**Attach Proof of CIDB Registration with active status or** **Indicate the correct CRS number**……

2.2 PRICE AND SPECIFIC GOALS (STAGE 2)

PRICE AND SPECIFIC GOALS (STAGE 2 OF EVALUATION)	POINTS
Price Evaluation The proposals will be evaluated in terms of the 80/20 evaluation principle, in line with Preferential Procurement Policy Framework Act and Preferential Procurement Regulations (PPR) 2022, where 80 points is allocated for price and the 20 points will be allocated to promote the CCMA goals on ownership (***Refer to the attached SBD 6.1 for full details)***	
Points allocated for price	**80**
Points allocated for specific goals	**20**
TOTAL FOR PRICE AND SPECIFIC GOALS	**100**

3. RFQs Submission Requirements

3.1 RFQs must be submitted to the stipulated closing date and time to the correct email address.

3.2 No late submissions will be accepted by the CCMA.

3.3 All bidders are required to be aligned with the general conditions of contract (GCC) and, if applicable any special conditions of contract.

4. RFQs Submission Instructions

4.1 The CCMA provides the information which is contained in or sent with this RFQ, or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.

4.2 This document (which expression shall include all other information, written made available during the procurement process) is being made available by the CCMA to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. The CCMA is not obliged to accept any response to this RFQ.

4.3 Each Bidder to whom this RFQ (and other related documents) is made available must make his, her or its own independent assessment of the Project.

4.4 No representation or warranty, express or implied, is or will be given by the CCMA, or, any of its employees, with respect to the information or opinions contained in this RFQ or other related documents. Any liability in respect of such representations or warranties, howsoever arising, is hereby expressly disclaimed.

4.5 The CCMA reserves the right to amend, modify or withdraw this RFQ, or to amend, modify or terminate any of the procedures or requirements of the RFQ at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.

5. RFQs Submission Conditions

5.1 The original proposal will be the legal and binding document that will be used for the purposes of evaluation. The CCMA will not assume any liability for disqualifying a bidder due to the information not being contained in the original proposal submitted by the bidder.

5.2 The successful bidder will be required to enter into a written contract/ SLA for the delivery of the goods / services / works awarded to them, if applicable.

5.3 The CCMA reserves the right to disqualify any submission that is not submitted in accordance with any of the instructions prescribed in the RFQ document.

5.4 The CCMA reserves the right to request the administrative returnable documents after the closing date and time, in instances where the Bidder has not completed the documents in full.

5.5 The CCMA reserves the right to conduct a due-diligence exercise to evaluate the Bidder's capabilities to meet the requirements specified in the RFQ and supporting documents.

5.6 Where applicable, the CCMA reserves the right to conduct benchmarks on prices and/or product/services offered during and after the evaluation.

5.7 The CCMA reserves the right to verify the validity of any submitted documents during the evaluation process and to request clarification i.e., reference letter, certificates, or qualifications. Any document that cannot be verified by the CCMA will not be considered for evaluation purposes, and no points will be allocated in respect of such document.

6. Tax Compliance Requirements

6.1 Bidders must ensure compliance with their tax obligations.

6.2 A tax compliance status PIN should be included in the bid response to verify bidders' tax compliance status.

SBD4

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

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

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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.

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

…… .....
Signature Date

…… ……
Position Name of bidder

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for Specific Goal(s).

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

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

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

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

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

(a) Price; and

(b) Specific Goal(s).

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

The maximum points for this tender are allocated as follows:

	POINTS
Price	**80**
Specific Goal(s)	**20**
Total points for Price and Specific Goals	**100**

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

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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 GOAL(S)

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 GOAL(S) 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 goal(s) for both the 90/10 and 80/20 preference point system.

Table 1: Specific Goal(s) 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.*)**

Ownership verification will be conducted in line with the Central Suppliers Database by National Treasury. Company Registration Documents and the owner/s identity documents	**80/20 Preference points system**	**90/10 Preference Points system**
Price	**80**	**90**
Black Owned Entities	*08*	*04*
Women Owned Entities	*06*	*03*
Youth Owned Entities	*04*	*02*
PWD Owned Entities	*02*	*01*
Total points for Price and Specific Goals	**100**	**100**

TENDERERS WILL BE AWARDED POINTS AS FOLLOWS:

The points must be allocated and awarded as follows:

i.	Total Tendered Price	:	80 points	
ii.	Black Owned Entities	:	08 points	**Specific Goals (Maximum Points)**
iii.	Women Owned Entities	:	06 points	
iv.	Youth Owned Entities	:	04 points	
v.	Persons with Disability Owned Entities	:	02 points	
Total		**:**	**100 points**	

4.3 The points scored for specific goals will be added to the points scored for price and the total must be rounded off to the nearest 2 decimal places.

5 TENDER PRICE

The following formula will be used to calculate the points out of 80 for price in respect of tender with a rand value not exceeding R 50 million (inclusive of all applicable taxes). the lowest acceptable tender must score 80 points for price, and other tenders which are high in price must score fewer points, on pro rata basis.

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

where -

Ps = points scored (awarded) for price of tender under consideration

Pt = price of tender under consideration; and

Pmin = price of the lowest acceptable tender

6 SPECIFIC GOALS

6.1 % OWNED BY BLACK PEOPLE (BO)

A maximum of eight (8) points will be awarded to a tenderer who is black people % of enterprise. Equity ownership for black people will be determined by the % of the enterprise owned by such a person or by the % of shares owned by member/s who are actively involved in the day-to-day management of the company or enterprise.

% owned by black people ----------%

thus, points awarded: ☐ $8 \times \frac{\%\,BO}{100} =$

proof of ownership must be attached in the form of:

a) Copy of ID;
b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc.

6.2 % OWNED BY PEOPLE WHO ARE WOMEN (WO)

A maximum of six (06) points will be awarded to a tenderer who is a woman. equity ownership for women will be determined by the % of the enterprise owned by such a person or by the % of shares owned by member/s who are actively involved in the day-to-day management of the company or enterprise.

% of enterprise owned by women ----------%

thus, points awarded: ☐ $6 \times \frac{\%\,WO}{100} =$

proof of ownership must be attached in the form of:

a) Copy of the ID;
b) Copy of the founding documentation of the company with which the ownership is listed i.e. CIPC etc.

6.3 % OWNED BY YOUTH PEOPLE (YO)

A maximum of four (04) points will be awarded to a tenderer who is a youth. Equity ownership for youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by youth person(s)……..%

thus, points awarded: [ ] $4 \times \frac{\%\,\text{yo}}{100} =$

Proof of ownership must be attached in the form of:

a) Copy of ID;
b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc.

6.4 % OWNED BY PERSONS WITH DISABILITY (PWD)

A maximum of two (2) points will be awarded to a tenderer who is disabled. equity ownership for persons with disability youth will be determined by the % of the enterprise owned by such a person or by the % of shares owned by members who are actively involved in the day-to-day activities of the company or enterprise.

% of enterprise owned by persons with disability.....%

thus, points [ ] awarded: $2 \times \frac{\%\,PWD}{100} =$

proof of ownership must be attached in the form of:

a) Copy of ID;
b) Copy of the founding documentation on the company with which the ownership is listed i.e. CIPC etc;
c) Proof of Medical certificate confirming disability

(To be completed by bidder)

TABLE B: OWNERSHIP

NAME AND SURNAME /ENTITY NAME	GENDER *(MALE OR FEMALE)*	AGE i.e., 32	CITIZENSHIP *(RSA, OR SPECIFY OTHER)*	ETHNIC GROUP *(BLACK, WHITE, ETC.)*	NUMBER OF SHARES PER SHAREHOLDER	PERCENTAGE OF OWNERSHIP (%) PER SHAREHOLDER
Total						

(To be completed by bidder)

TABLE- C: SPECIFIC GOALS

OWNERSHIP	TOTAL PERCENTAGE OF OWNERSHIP	SPECIFIC GOALS POINTS CLAIMED
Black ownership-BO		
Women Ownership-WO		
Youth Ownership-YO		
Persons with Disability-PWD		
Total		

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1. Name of company/firm……

7.2. Company registration number: ……...

7.3. 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]

7.4. 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 Goal(s) 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 Goal(s) 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**: …….. …….. …….. ……..

COMMISSION FOR CONCILIATION,

MEDIATION & ARBITRATION

TO THE CCMA

PROTECTION OF PERSONAL INFORMATION ACT, 4 OF 2013

By signing this form;

a) I/we hereby grant my/our voluntary consent that my/our personal information may be processed, collected, used and disclosed in compliance with the Protection of Personal Information Act, 4 of 2013.

b) I/we furthermore agree that my/our personal information may be used for the lawful and reasonable purposes in as far as the CCMA (responsible party) must use my/our information in the performance of its public legal duty.

c) I/we understand that my/our personal information may be disclosed to a third party in as far as the CCMA must fulfil its public legal duty.

d) I/we furthermore understand that there are instances in terms of abovementioned Act where my express consent is not necessary to permit the processing of personal information, which may be related to litigation or when the information is publicly available. Further details are available on the CCMA website.

SIGNED AT_____ON THIS_____DAY OF_____2026

COMPANY NAME: _____

INITIAL AND SURNAME OF REPRESENATIVE OF THE COMPANY: _____

SIGNATURE OF REPRESENATIVE OF THE COMPANY: _____

CCMA'S

STANDARD

CONDITIONS OF BID

11. 1 GENERAL

Actions	1	CCMA's *Representative* and each *bidder* submitting a bid shall act timeously as stated in these Conditions of Bid and in a manner which is fair, equitable, transparent, competitive and cost-effective.
Interpretation	2	Terms shown in *italics* vary for each bid. The details of each term for this bid are identified in the Bid Data. Terms shown in capital initials are defined terms in the appropriate conditions of contract.
	3	Any additional or amended requirements in the Bid Data, and additional requirements given in the Schedules in the *bid returnables* are deemed to be part of these Conditions of Bid.
	4	The Conditions of Bid and the Bid Data shall not form part of any contract arising from this invitation to bid.
Communication	5	Each communication between the CCMA and a *bidder* shall be to or from CCMA*'s Representative* only, and in a form that can be read, copied and recorded. Communication shall be in the English language. CCMA takes no responsibility for non-receipt of communications from or by a *bidder.*
CCMA's rights to accept or reject any bid	6	CCMA may accept or reject any variation, deviation, bid, or alternative bid, and may cancel the bid process and reject all bids at any time prior to the formation of a contract. CCMA*'s Representative* will not accept or incur any liability to a *bidder* for such cancellation and rejection but will give written reasons for the action upon written request to do so. CCMA reserves the right to accept the whole of any part of any bid.

After the cancellation of the bid process or the rejection of all bids CCMA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to bid at any time.

12. 2 BIDDER'S OBLIGATIONS

The *bidder* shall comply with the following obligations when submitting a bid and shall:

Eligibility	1	Submit a bid only if the *bidder* complies with the *criteria* stated in the Bid Data and the *bidder,* or any of his principals, is not under any restriction to do business with the CCMA.
Cost of biding	2	Accept that the CCMA will not compensate the *bidder* for any costs incurred in the preparation and submission of a bid, including the costs of any testing necessary to demonstrate that aspects of the bid satisfy the evaluation criteria.
Check documents	3	Check the *bid documents* on receipt, including pages within them, and notify CCMA*'s Representative* of any discrepancy or omissions.
Confidentiality and copyright of documents	4	Treat as confidential all matters arising in connection with the bid. Use and copy the documents provided by the CCMA only for the purpose of preparing and submitting a bid in response to this invitation.
Standardised specifications and other publications	5	Obtain, as necessary for submitting a bid, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the *bid documents* by reference.
	7	Acknowledge receipt of Addenda to the *bid documents,* which CCMA*'s*

Representative may issue, and if necessary, apply for an extension to the *deadline for bid submission*, in order to take the Addenda into account.

Site visit and / or clarification meeting

8 Attend a site visit and/or clarification meeting at which *bidders* may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions. Details of the meeting(s) are stated in the Bid Data.

Seek clarification

9 Request clarification of the *bid documents,* if necessary, by notifying CCMA*'s Representative* earlier than the *closing time for clarification of queries*.

Insurance

10 Be informed that the extent (if any) of insurance provided by the CCMA may not be for the full cover required in terms of the relevant category listed in Section 8 of the *conditions of contract*, the *bidder* is advised to seek qualified advice regarding insurance.

Pricing the bid

11 Include in the rates, prices, and the bidded total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful *bidder.* Such duties, taxes and levies are those applicable 14 days prior to the *deadline for bid submission*.

12 Show Value Added Tax (VAT) payable by the CCMA separately as an addition to the bidded total of the prices.

13 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the *conditions of contract.*

14 State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Bid Data.

Alterations to documents

15 Not make any alterations or additions to the *bid documents*, except to comply with instructions issued by CCMA*'s Representative* or if necessary to correct errors made by the *bidder.* All such alterations shall be initialled by all signatories to the bid. Corrections may not be made using correction fluid, correction tape or the like.

Alternative bids

16 Submit alternative bids only if a main bid, strictly in accordance with all the requirements of the *bid documents* is also submitted. The alternative bid is submitted with the main bid together with a schedule that compares the requirements of the *bid documents* with the alternative requirements the *bidder* proposes.

17 Accept that an alternative bid may be based only on the criteria stated in the Bid Data and as acceptable to the CCMA.

Submitting a bid

18 Bidders must submit documents strictly in accordance with the submission requirements stipulated in Section 1 of this bid document, which shall take precedence over any general provisions contained in Annexure 7.

Submit a bid for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Bid Data.

19 Return the *bid returnables* to the CCMA, completing without exception all the forms, data and schedules included therein.

20 Submit the bid as an original plus the number of copies stated in the Bid Data and provide an English translation for documentation submitted in a language other than English. Bids may not be written in pencil but must be completed in ink.

21 Sign the original and all copies of the bid where indicated. The CCMA will hold the signatory duly authorised and liable on behalf of the *bidder*.

22 Seal the original and each copy of the bid as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the CCMA's national office address and invitation to bid number stated in the Bid Data, as well as the *bidder's* name and contact address.

23 Seal original and copies together in an outer package that states on the

outside only the CCMA's national office address and invitation to bid number as stated in the Bid Data. The outer package must be marked "CONFIDENTIAL"

24 Where a two-envelope system is required in terms of the bid data, place and seal the returnable documents listed in the bid data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the CCMA's national office address and identification details stated in the bid data, as well as the bidder's name and contact details. Make sure both parts of the bid are delivered as a single package.

25 Accept that the CCMA will not assume any responsibility for the misplacement or premature opening of the bid if the outer package is not sealed and marked as stated.

Note:

The CCMA prefers not to receive bids by post and takes no responsibility for delays in the postal system or in transit within or between CCMA offices.

Where bids are sent per fax (where applicable), the CCMA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where bids are sent via courier, the CCMA takes no responsibility for bids delivered to any other site than the bid office.

CCMA employees are not permitted to deposit a bid into the CCMA's bid box on behalf of a bidder, except those lodged by post or courier.

Closing time

26 Ensure that the CCMA has received the bid at the address and in the bid box no later than the *deadline for bid submission*. Proof of posting will not be taken by the CCMA as proof of delivery. The CCMA will not accept a bid submitted telephonically, e-mail or by telegraph unless stated otherwise in the Bid Data.

27 Accept that, if the CCMA extends the *deadline for bid submission* for any reason, the requirements of these Conditions of Bid apply equally to the extended deadline.

Bid validity

28 Hold the bid(s) valid for acceptance by the CCMA at any time within the

validity period after the *deadline for bid submission*.

29 Extend the *validity period* for a specified additional period if the CCMA requests the *bidder* to extend it. A *bidder* agreeing to the request will not be required or permitted to modify a bid, except to the extent the CCMA may allow for the effects of inflation over the additional period.

Clarification of bid after submission

30 Provide, on request from the CCMA's *Representative* during the evaluation of bids, any other material that has a bearing on the bid, the bidder's commercial position (including notarised joint venture agreements), preferencing arrangements or samples of materials, considered necessary by the CCMA for the purpose of a full and fair risk assessment. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the bid is sought, offered, or permitted except as required by the CCMA*'s Representative* to confirm the correction of arithmetical errors discovered in the evaluation of bids. The total of the Prices stated by the *bidder* as corrected by the CCMA*'s Representative* with the concurrence of the *bidder*, shall be binding upon the *bidder*

Submit bonds, policies etc.

31 If instructed by the CCMA*'s Representative* (before the formation of a contract), submit for the CCMA*'s* acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful *bidder* in terms of the *conditions of contract*.

32 Undertake to check the final draft of the contract provided by CCMA's *Representative and* sign the Form of Agreement all within the time required by these Conditions of Bid.

33 Where an agent on behalf of a principal submits a bid, an authenticated copy of the authority to act as an agent must be submitted with the bid.

Fulfil BEE requirements

34 Comply with CCMA's requirements regarding BBBEE.

13. 3 THE CCMA'S UNDERTAKINGS

CCMA's *Representative*, shall:

Respond to clarification	1	Respond to a request for clarification received earlier than the *closing time for clarification of queries.* The response is notified to all *bidders*.
Issue Addenda	2	If necessary, issue Addenda that may amend, amplify, or add to the *bid documents,* to each *bidder.* If a *bidder* applies for an extension to the *deadline for bid submission*, in order to take Addenda into account in preparing a bid, the CCMA may grant such an extension and CCMA's *Representative* shall notify the extension to all *bidders*.
Return late bids	3	Return bids received after the *deadline for bid submission* unopened to the *bidder* submitting a late bid. Bids will be deemed late if they are not on the designated fax or in the designated bid box at the date and time stipulated as the deadline for bid submission.
Bid opening	4	Open the bids in the presence of the *bidders'* representatives who choose to attend at the time and place stated in the Bid Data. Bids for which an acceptable notice of withdrawal has been submitted will not be opened.
	5	Announce at the opening the name of each *bidder* only. Die unsuccessful bidder may request a debriefing meeting with the Supply Chain Manager on request.
Two-envelope system	6	Where stated in the bid data that a two-envelope system is to be followed, open only the technical proposals in the presence of bidder's representatives and announce the name of each bid.
	7	Evaluate the quality of the technical proposals, then advise bidders who remain in contention for the award of the contract. Return unopened financial proposals to bidders whose technical proposals failed to achieve the minimum criteria.

Non-disclosure 8 Not disclose to *bidders*, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of bids and recommendations for the award of a contract, until after the award of the contract to the successful bidder.

Grounds for rejection 9 Consider rejecting a bid if there is any effort by a *bidder* to influence the processing of bids or contract award.

Disqualification 10 Instantly disqualify a *bidder* (and his bid) if it is established that the *bidder* offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to bid.

Test for responsiveness 11 Determine before detailed evaluation, whether each bid properly received.

- meets the requirements of these Conditions of Bid,
- has been properly signed, and
- is responsive to the requirements of the *bid documents*.

12 Judge a *responsive bid* as one which conforms to all the terms, conditions, and specifications of the *bid documents* without material deviation or qualification. A material deviation or qualification is one which, in the CCMA*'s* opinion would.

- detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data*,*
- change the CCMA*'s* or the *bidder's* risks and responsibilities under the contract, or
- affect the competitive position of other *bidders* presenting responsive bids, if it were to be rectified.

Non-responsive bids 13 Reject a non-responsive bid, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

Arithmetical errors 14 Check responsive bids for arithmetical errors, correcting them as follows:

- Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.

- If a bill of quantities applies and there is a discrepancy between the rate and the line-item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line-item total as quoted shall govern, and the rate will be corrected.
- Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the *bidder's* addition of prices, the total of the Prices, if any, will be corrected.
- The corrected price will be communicated to the bidder. The bidder may withdraw the bid but may not change the bid price.

15 Reject a bid if the *bidder* does not accept the corrected total of the Prices (if any).

Evaluating the bid

16 Evaluate responsive bids in accordance with the *procedure and criteria* stated in the Bid Data. The evaluated bid price will be disclosed only to the relevant CCMA bid committee and will not be disclosed to *bidders* or any other person.

Clarification of a bid

17 Obtain from a *bidder* clarification of any matter in the bid which may not be clear or could give rise to ambiguity in a contract arising from this bid if the matter were not to be clarified.

Acceptance of bid

18 Notify CCMA's acceptance to the successful *bidder* before the expiry of the *validity period* or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the CCMA and the successful *bidder*.

Notice to unsuccessful bidders

19 After the successful *bidder* has acknowledged the CCMA*'s* notice of acceptance*,* notify other *bidders* that their bids have not been accepted, following the CCMA's current procedures.

Prepare contract documents

20 Revise the contract documents issued by the CCMA as part of the *bid documents* to take account of

- Addenda issued during the bid period,
- inclusion of some of the *bid returnables*, and
- other revisions agreed between the CCMA and the successful *bidder,* before the issue of the CCMA's notice of acceptance (of the bid).
- The schedule of deviations attached to the form of offer and acceptance, if any.

Issue final contract	21	Issue the final contract documents to the successful *bidder* for acceptance within one week of the date of the CCMA's notice of acceptance.
Sign Form of Agreement	22	Arrange for authorised signatories of both parties to complete and sign the original and one copy of the Form of Agreement within two weeks of the date of the CCMA's notice of acceptance of the bid. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party comply with the request.
Complete Adjudicator's Contract	23	Unless alternative arrangements have been agreed, arrange for both parties to complete and sign the Form of Agreement and Contract Data with the selected adjudicator.
Provide copies of the contracts	24	Provide to the successful *bidder* the number of copies stated in the Bid Data of the signed copy of the contracts within three weeks of the date of the CCMA's acceptance of the bid.

In the event of any inconsistency between the provisions of this bid document and Annexure 7 (CCMA Standard Conditions of Bid), the provisions of this bid document shall prevail



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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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 analysed 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 fulfilment of other obligations stipulated in the contract.

16.3. Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the 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 cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

(i) the name and address of the supplier and / or person restricted by the purchaser;

(ii) the date of commencement of the restriction

(iii) the period of restriction; and

(iv) the reasons for the restriction.

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

23.7. If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be

endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to

the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

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

32. Taxes and 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.