TENDER NO: MSINSI/T003-2026

ABLUTIONS UPGRADE AT HAZELMERE DAM & RESORT

Closing date:05 December 2025 **Closing time: 12:00 PM**

Issued by:

Msinsi Holdings (SOC) Limited
18 Old Main Road, Gillitts,
Hillcrest
3650

Tender Queries:

Contact Name: Ntombifuthi Luthuli
Telephone: 031 765 7724

Name of Tenderer:..... ……..

National Treasury CSD Number: ……

Tender Amount: ……...

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T1.1.
T1.1 INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF MSINSI HOLDINGS SOC LTD

BID NUMBER: **MSINSI/T003/2026** **CLOSING DATE: 05 December 2025**

CLOSING TIME: 12:00PM

BID DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT THE RECEPTION AREA SITUATED IN ***BLOCK A, 18 OLD MAIN ROAD, GILLITTS, HILLCREST, 3650***

Bidders should ensure that bids are delivered timeously to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is open from 09:00am to 16:00pm (Monday to Friday).

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)

THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.

NAME OF BIDDER ……

POSTAL ADDRESS ……..……..

STREET ADDRESS ……..……..…

TELEPHONE NUMBER CODE……NUMBER……..…..…...

CELLPHONE NUMBER ……...……

FACSIMILE NUMBER CODE …….. NUMBER……...

E-MAIL ADDRESS ……..…..…..

VAT REGISTRATION NUMBER ……

HAS A SARS TAX COMPLIANCE LETTER WITH PIN BEEN SUBMITTED? YES or NO

HAS A VALID B-BBEE VERIFICATION CERTIFICATE/AFFIDAVIT AND CERTIFIED COPY OF AN I.D BEEN SUBMITTED? YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)……...□

A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS); OR……□

A REGISTERED AUDITOR ……..…….

T1.2

[TICK APPLICABLE BOX]

(A VALID B-BBEE VERIFICATION CERTIFICATE OR AFFIDAVIT AND A CERTIFIED COPY OF I.D MUST BE SUBMITTED IN ORDER TO QUALIFY FOR THE 80/20 PREFERENCE POINT SYSTEMEVALUATION

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA
FOR THE GOODS / SERVICES / WORKS OFFERED? YES or NO

[IF YES ENCLOSE PROOF]

SIGNATURE OF BIDDER ……

DATE ……

CAPACITY UNDER WHICH THIS BID IS SIGNED …..……..

TOTAL BID PRICE…… TOTAL NUMBER OF ITEMS OFFERED ……..…

BID PRICE IN WORDS: ……..

……..

……

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Public Entity:	MSINSI HOLDINGS SOC LIMITED
Contact Person:	Mrs Ntombifuthi Luthuli
Tel:	031 765 7724
Fax:	031 765 7704
E-mail address:	ntombifuthi.luthuli@msinsi.co.za – The subject email must reference the tender number.

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person:	**Sithembiso Mhlongo**
Tel:	031 765 7724
Fax:	031 765 7704
E-mail address:	Sithembiso.Mhlongo@msinsi.co.za

T1.3.

T1.2 CONDITIONS OF TENDER

1 General

1.1 Actions

1.1.1 The purchaser and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

1.1.2 The purchaser and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the purchaser shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

Note:
1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.
2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.

1.1.3 The purchaser shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

1.2 Tender Documents

The documents issued by the purchaser for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

1.3.2 These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.3.3 For the purposes of these conditions of tender, the following definitions apply:

a) **Conflict of Interest** means any situation in which:

i) Someone in a position of trust has competing professional or personal interests which make it difficult to fulfil his or her duties impartially;

ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit;

T1.4

iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.

b) **Comparative Offer** means the tenderer's financial offer after the factors of non-firm prices, all unconditional discounts and any other tendered parameters that will affect the value of the financial offer have been taken into consideration

c) **Corrupt Practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the purchaser or his staff or agents in the tender process; and

d) **Fraudulent Practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the purchaser, including collusive practices intended to establish prices at artificial levels

e) **Organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body

f) **Quality (functionality)** means the totality of features and characteristics of a product or service that bear on its ability to satisfy stated or implied needs

1.4 Communication and Purchaser's Agent

Each communication between the purchaser and a tenderer shall be to or from the purchaser's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The purchaser shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the purchaser's agent are stated in the tender data.

1.5 The purchaser's right to accept or reject any tender offer

1.5.1 The purchaser may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The purchaser shall not accept or incur any liability to a tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.
1.5.2 The purchaser may not subsequent to the cancellation or abandonment of a tender process or the rejection of all responsive tender offers re-issue a tender covering substantially the same scope of work within a period of six months unless only one tender was received and such tender was returned unopened to the tenderer.

1.6 Procurement Procedures
1.6.1 General

Unless otherwise stated in the tender data, a contract will, be concluded with the tenderer who is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

2 Tenderer's obligations

2.1 Eligibility

2.1.1 Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with purchaser.
2.1.2 Notify the purchaser of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the purchaser as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the purchaser's written approval to do so prior to the closing time for tenders.

T1.5.

2.2 Cost of Tendering

Accept that, unless otherwise stated in the tender data, the purchaser will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

2.3 Check Documents
Check the tender documents on receipt for completeness and notify the purchaser of any discrepancy or omission.

2.4 Confidentiality and Copyright of Documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the purchaser only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference Documents

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge Addenda

Acknowledge receipt of addenda to the tender documents, which the purchaser may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

2.7 Clarification Meeting

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek Clarification

Request clarification of the tender documents, if necessary, by notifying the purchaser at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the purchaser (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the Tender Offer

2.10.1 Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

2.10.2 Show VAT payable by the purchaser separately as an addition to the tendered total of the prices.

2.10.3 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 identified in the contract data.

T1.6

2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

2.11 Alterations to Documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the purchaser, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative Tender Offers

2.12.1 Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the purchaser.

2.13 Submitting a Tender Offer

2.13.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

2.13.2 Return all returnable documents to the purchaser after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the purchaser.

2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The purchaser will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the purchaser shall hold liable for the purpose of the tender offer.

2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the purchaser's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender 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 purchaser’s address and identification details stated in the tender data, as well as the tenderer's name and contact address.

2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the purchaser's address and identification details as stated in the tender data.

2.13.8 Accept that the purchaser will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

2.13.9 Accept that tender offers submitted by facsimile or e-mail will be rejected by the purchaser, unless stated otherwise in the tender data.

T1.7

2.14 Information and Data to be completed in all respects

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the purchaser as non-responsive.

2.15 Closing Time

2.15.1 Ensure that the purchaser receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

2.15.2 Accept that, if the purchaser extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

2.16 Tender Offer Validity

2.16.1 Hold the tender offer(s) valid for acceptance by the purchaser at any time during the validity period stated in the tender data after the closing time stated in the tender data.

2.16.2 If requested by the purchaser, consider extending the validity period stated in the tender data for an agreed additional period.

2.16.3 Accept that a tender submission that has been submitted to the purchaser may only be withdrawn or substituted by giving the purchaser's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

2.17 Clarification of Tender Offer after Submission
Provide clarification of a tender offer in response to a request to do so from the purchaser during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of tenderers or substance of the tender offer is sought, offered, or permitted.
Note: Sub-clause 2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Purchaser elect to do so.

2.18 Provide Other Material
2.18.1 Provide, on request by the purchaser, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the purchaser for the purpose of a full and fair risk assessment.
Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the purchaser's request, the purchaser may regard the tender offer as non-responsive.

2.18.2 Dispose of samples of materials provided for evaluation by the purchaser, where required.

2.19 Inspections, Tests and Analysis

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

2.20 Submit Securities, Bonds, Policies, etc.

If requested, submit for the purchaser's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

T1.8.

2.21 Check Final Draft

Check the final draft of the contract provided by the purchaser within the time available for the purchaser to issue the contract.

2.22 Return of Other Tender Documents

If so instructed by the purchaser, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

2.23 Certificates

Include in the tender submission or provide the purchaser with any certificates as stated in the tender data.

T1.3 TENDER DATA (INCLUDING SPECIAL CONDITIONS OF TENDER)

The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Tender Data
1.1 Purchaser
The Purchaser is **Msinsi Holdings SOC Limited**
1.2 Tender Documents
The Tender Documents issued by the Purchaser comprises of the following documents: **Tendering Procedures and Returnable Documents** **Part T1: Tendering procedures** **Part T2: Returnable documents** **Offer, Contract, Price, Scope of Work and Site Information** **Part C1: Agreements and Contract data** **Part C2: Pricing data** **Part C3: Scope of work**
2.1 Evaluation Method
The tender will firstly be evaluated on eligibility. If found to be eligible, it will be further evaluated in two stages i.e.: • Functionality shall be assessed. A minimum functionality score of **65 points** out of **100 points** is required for the tender to be considered further. • Price & Specific Goals Preference using the **80/20** Preference Point Scoring System in terms of the PPPFA.

SPECIFIC GOAL	POINTS ALLOCATED	REQUIRED PROOF
100% Black People Ownership/Share holder -**SMME**	20	Certified Copy of BEE Certificate/ Sworn Affidavit
51% or more Black People Ownership/Share holder – **QSE**	15	Certified Copy of BEE Certificate/ Sworn Affidavit
Less than 51% Black People Ownership/Share holder - **Generic**	10	Certified Copy of BEE Certificate/ Sworn Affidavit

2.2 Eligibility

2.2.1 Msinsi will only consider submissions from tenderers who satisfy the following criteria:

The following information/certificates must be submitted with tender offers, tenderers must accept that failure to submit certificates stated in the Tender Data and failure to complete **in full the tender document shall result in the tender being regarded as non-responsive**, therefore shall not be evaluated further for functionality paying special attention to the following:

(a) A certified copy of Partnership or Joint Venture Agreement certified by The SAPS or The Court of Law (if tenderer is a partnership or joint venture)

(b) Confirmation that the tenderer has not;
  (i) Abused the Employer's Supply Chain Management System; or
  (ii) Failed to perform on any previous contract and has been given a written notice to this effect

(c) The bidder or any of its directors/shareholders is not listed on the National Treasury Register of Tender Defaulters i.t.o. Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

(d) The bidder must have **CIDB Grading 3GB** or higher

Note:

A. Tax clearance:

No tender may be awarded to any person whose tax matters have not been declared by the South African Revenue Services (SARS) to be in order. Msinsi Holdings (SOC) Ltd will verify with SARS / CSD whether the tax affairs of bidders are in order before making an award. Bidders to ensure submission of the tax clearance certificate before the closing of bids.

B. It is a requirement that the Tenderer must submit a certificate, from the Insurer that he intends to use upon award, which states that the Insurer is committed to provide the insurance required in terms of the Tender Document to the Tenderer, should the Contract be awarded to the bidder. The cover amount must not be less than R5 000 000.

2.3 Functional Scoring Criteria

The table below sets out the functionality scoring criteria and sub-criteria, and the percentage weighting for the score achieved against the relevant schedule:

Functionality Criteria	**Weighting**
Tenderer's Experience (References)	50
Qualifications of Key Personnel with experience	50

DESCRIPTION	**MAXIMUM SCORE**
1. Bidders Relevant Experience The bidder must have relevant experience in similar project i.e. renovation and construction of buildings or any similar work done. The bidder is required to provide signed/stamped contactable references for the job previously done successfully by the company. Signed Delivery Notes/Invoices or Certificates of Completion • 4 or more reference letters -50 • 3 reference letters -30 • 2 references -20 • 1 references -10 **Maximum score - 50 points**	**50**
2. <u>Qualifications of Key Personnel with experience</u> **A. Project Manager** The bidder must have a suitable, skilled project manager and have a verifiable CV. The bidder must provide certified copies of qualifications of the project manager. A recognised Degree /Diploma and or N6 in the civil engineering/ built environment or equivalent plus a minimum of: • More than 5 years relevant experience -40 • Minimum of 4-5 years relevant experience -25 • Minimum of 1-3 years relevant experience -15 **Maximum score - 40 points**	**40**

B. Site Agent/Foreman The proposed site agent/foreman must have the following years of experience in the civil engineering/ built environment (CV must be attached detailing relevant experience) • More than 5 years relevant experience -10 • 4 years relevant experience -5 • 1-3 years relevant experience -3 **Maximum score - 10 points** ***Note: Failure to submit the required information/documents will lead to no scoring on the functionality area.***	**10**

No bids that fail to achieve the minimum overall qualifying score of 65 points out of 100 points on functional/technical requirements will be considered for further evaluation on the 80/20 Preference Point System Evaluation.

A compulsory clarification meeting with representatives of Msinsi Holdings SOC Ltd will be on the 18th of November 2025 at 11am at Hazelmere Dam.

2.5 Submitting a tender offer

All bids must be submitted on official documents – i.e. they may not be retyped or copied

The Purchaser's details and address for delivery of tender offers are stated in T1.1 **Invitation to Bid.**

Identification details
The identification details which must be stated in the tender offer outer package are:
Tender Number
Title of Tender
Closing Date
Closing Time
Tenderer's Name
Tenderer's Address

The tender box is available to the public from Monday to Friday during office hours (09:00am – 16:00pm). It is the Tenderers sole responsibility to ensure that tenders are placed in the tender box and only Tenders that have been placed in the tender box before the stipulated closing date and time shall be considered.

The tender needs to ensure that the person dropping the tenderer signs the tender box register with the appropriate tender number and date & time inserted is correct before they leave the Msinsi reception area.

2.6 Closing time

The closing time for submission of tender offers is as stated in **T.1.1 Invitation to bid. Tenders submitted after the closing date and time shall not be accepted.**

2.7 Tender offer validity

The tender offer validity period is **90 days** from the closing date.

2.8 Certificates and Annexures

The bidder is required to submit the following with the bid:

1) A SARS Tax Compliance Status Letter with PIN
2) A valid affidavit or a certified copy of the B-BBEE certificate and a copy of I.D
3) A Central Supplier Database (CSD) report
4) A Company Registration Certificate
5) A Letter of good standing in terms of the COID Act
6) Authority of signatory
7) Declaration of interest
8) VAT registration certificate (if company is registered for VAT)
9) A certified copy of Partnership or Joint Venture Agreement certified by The SAPS or The Court of Law (if tenderer is a partnership or joint venture)

(if copies of certificates are submitted, where applicable; they must be certified in original ink)

3.1 Opening of bid submissions

Bids shall be opened immediately after the closing time for bids as stipulated in T1.1 Invitation to bid

3.2 Additional information requirements

1) During the evaluation of bids, additional information may be requested in writing from bidders. Replies to such request must be submitted, within five working days or as indicated. Failure to comply may lead to your bid being disqualified.
2) Msinsi reserves the right not to award the bid to the lowest bidder.
3) Msinsi reserves the right not to award or to cancel the tender.

T2.1 LIST OF ALL RETURNABLE DOCUMENTS AND SCHEDULES

The Tenderer shall complete and submit the following returnable schedules and documents:

	Tenderer's Check List	Page No.
T2.2.1 Authority for Signatory		16
T2.2.2 Declaration of Interest		23
T2.2.4 Tax Compliance Status Letter Requirements		25
T2.2.6 Tenderer's Experience		27
T2.2.7 Tender's Location		29
T2.2.8 Key Personnel Qualification/s		30
T2.2.9 Company Registration Certificate / Agreement / ID Document		31
T2.2.10 VAT Registration Certificate (Where applicable)		32
T2.2.11 Preference Points claim form in terms of the PPPFA Regulations 2022, substantiated by **a B-BBEE Verified Certificate or an Affidavit and a Certified Copy of an I.D**		33
T2.2.12 BEE Certificate/ Sworn Affidavit & Certified ID		37
T2.2.13 Letter of Good Standing in terms of the COID Act		38
T2.2.14 CIDB Grading of 3GB or higher		39
T2.2.15 Central Supplier Database (CSD) Report		40
T2.2.16 A certified copy of Partnership or Joint Venture Agreement certified by The SAPS or The Court of Law (if tenderer is a partnership or joint venture		41

T2.2.1 AUTHORITY FOR SIGNATORY

Fill in the relevant portion applicable to the type of organization

A. COMPANIES

If a Tenderer is a company, a certified copy of the resolution by the board of directors, personally signed by the chairperson of the board, authorizing the person who signs this Tender to do so, as well as to sign any contract resulting from this Tender and any other documents and correspondence in connection with this Tender and/or contract on behalf of the company must be submitted with this Tender, that is before the closing time and date of the Tender

AUTHORITY BY BOARD OF DIRECTORS

By resolution passed by the Board of Directors on ..... 20 .....

Mr/Mrs.....(whose signature appears below) has been duly authorized to sign all documents in connection with this Tender on behalf of

(Name of Company) .....

IN HIS/HER CAPACITY AS: .....

SIGNED ON BEHALF OF COMPANY: .....
(PRINT NAME)

SIGNATURE OF SIGNATORY:..... **DATE:** .....

WITNESSES: 1…..

2. ……..

B. SOLE PROPRIETOR (ONE - PERSON BUSINESS)

I, the undersigned .....

hereby confirm that I am the sole owner of the business trading as

.....

....

SIGNATURE **DATE**

WITNESSES: 1. . .....

2. ……..

C. PARTNERSHIP

The following particulars in respect of every partner must be furnished and signed by every partner:

Full name of Partner	**Residential Address**	**Signature**
.....	.....	.....
.....	.....	.....
.....	.....	.....
.....	.....	.....

We, the partners in the business trading as .....

hereby authorize .....
to sign this Tender as well as any contract resulting from the Tender and any other documents and correspondence in connection with this Tender and /or contract on behalf of

.....	.....	.....
Signature	Signature	Signature
.....	.....	.....
Date	Date	Date

WITNESSES: 1. .....

2. ……..

D. CLOSE CORPORATION

In the case of a close corporation submitting a Tender, a certified copy of the Founding Statement of such corporation shall be included with the Tender, together with the resolution by its members authorizing a member or other official of the corporation to sign the documents on their behalf.

By resolution of members at a meeting on ..... 20 .....

at .....

Mr/Ms....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Close Corporation)

.....

.....

SIGNED ON BEHALF OF CLOSE CORPORATION:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS .....**DATE:** .....

SIGNATURE OF SIGNATORY: .....

WITNESSES: 1. .....

2. .....

E. CO-OPERATIVE

A certified copy of the Constitution of the co-operative must be included with the Tender, together with the resolution by its members authoring a member or other official of the co-operative to sign the Tender documents on their behalf.

By resolution of members at a meeting on ..... 20 .....

at .....

Mr/Ms ....., whose signature appears below, has been authorized to sign all documents in connection with this Tender on behalf of (Name of Co-Operative)

.....

SIGNATURE OF AUTHORIZED REPRESENTATIVE/SIGNATORY:

(PRINT NAME) .....

IN HIS/HER CAPACITY AS .....

DATE: .....

SIGNED ON BEHALF OF CO-OPERATIVE: .....

NAME IN BLOCK LETTERS: .....

WITNESSES: 1. .....

2. .....

F. JOINT VENTURES

If a tenderer is a joint venture, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the joint venture must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the Joint Venture:
By resolution/agreement passed/reached by the joint venture partners on ..... 20.....

Mr/Mrs ....., Mr/Mrs .....

Mr/Mrs .....and Mr/Mrs.....
(whose signatures appear below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Joint Venture) .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

In his/her capacity as: .....

Signed on behalf of (COMPANY NAME): .....
(PRINT NAME)

Signature ..... Date: .....

WITNESSES: 1. .....

2. ……

G. CONSORTIUM

If a tenderer is a consortium, a certified copy of the resolution/agreement passed/reached signed by the duly authorised representatives of the enterprises, authorising the representatives who sign this tender to do so, as well as to sign any contract resulting from this tender and any other documents and correspondence in connection with the tender and/or contract on behalf of the consortium must be submitted with this tender, before the closing time and date of the tender.

Authority to sign on behalf of the consortium:

By resolution/agreement passed/reached by the consortium partners on .....20 .....

Mr/Mrs.....,
(whose signature appears below) have been duly authorised to sign all documents in connection with this tender on behalf of:

(Name of Consortium) .....

In his/her capacity as: .....

Signature ..... Date: .....

WITNESSES: 1. .....

2……

T2.2.2 DECLARATION OF INTEREST

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 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:
……
……

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.

3 DECLARATION

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

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

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

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

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

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

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 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

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.

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS

It is a condition of a Tender that the taxes of the successful Tenderer **must** be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Tenderer's tax obligations.

- Bidders must ensure compliance with their tax obligations.
- 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.
- Application for Tax Compliance Status (TCS) pin may be made via e-filing through the SARS website www.sars.gov.za.
- Bidders may also submit a printed TCS certificate together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate / pin / CSD number.
- 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 in the service of the state.

T2.2.4 TAX COMPLIANCE STATUS LETTER REQUIREMENTS (Continued)

[*Tax Compliance Status (TCS) Letter *obtained from SARS to be inserted here]

T2.2.6 TENDERER'S EXPERIENCE

The experience of the Tenderer or joint venture partners in the case of an unincorporated joint venture or consortium will be evaluated on the basis of experience in similar projects or similar areas and conditions in relation to the scope of work.

Tenderers should very briefly describe his or her experience in this regard relevant to the scope of work and attach this to this schedule.

The description should be put in tabular form with the following headings:

Description of work (service)	Period / Year	Value of work (i.e. the service provided) inclusive of VAT (Rand)	Company (Where the Service was provided)	Contact details

If the space provided above is not sufficient, add additional information immediately after this page (e.g. in landscape format, but the same columns as above).

T2.2.6 TENDERER'S EXPERIENCE (Continued)

Insert recommendation letters from current/previous clients

T2.15

T2.2.7 TENDERER'S LOCATION

Proof of resident must be submitted for the business NOT for directors/employees/individual.

(Insert here proof of resident)

T2.2.8 KEY PERSONNEL CREDENTIALS AND PROOF OF QUALIFICATION/S

(CV's and qualifications or evidence of competency in proving technical support)
(Insert here)

T.2.2.9 COMPANY REGISTRATION CERTIFICATE / AGREEMENT / ID DOCUMENT

Important note to Tenderer: The relevant supporting documents to the organization tendering i.e. Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures and Consortiums, or ID documents for Sole Proprietors, all as referred to in the foregoing forms and in T2.1, must be inserted here

(INSERT HERE)

T2.2.10 VAT REGISTRATION CERTIFICATE

[VAT Registration Certificate obtained from SARS to be)
(Inserted here]

T2.19

T2.2.11 PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

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

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

---

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

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

a) The applicable preference point system for this tender is the 90/10 preference point system.

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

c) Either the 90/10 or 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	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 goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

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

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

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

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

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**

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

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.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
100% Black People Ownership/Shareholder - SMME		20		
51% or more Black People Ownership/Shareholder- QSE		15		
Less than 51% Black People Ownership/Shareholder - Generic		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: ……

……

……
……

T2.24

T2.2.12 B-BBEE Verified Certificate or an Affidavit and a Certified copy of owners I.D (INSERT HERE)

T2.2.13 LETTER OF GOOD STANDING IN TERMS OF COID ACT

(Compensation for Occupational Injuries and Diseases Act)
INSERT HERE

T2.2.14 CIDB Grading of 3GB or higher

(Insert Here)

T2.26

T2.2.15 CENTRAL SUPPLIER DATABASE (CSD) REPORT

(Insert Here)

T2.27

T2.2.15 A certified copy of Partnership or Joint Venture Agreement certified by the SAPS or The Court of Law (if tenderer is a partnership or joint venture)

(Insert Here)

T2.1

C.1 AGREEMENTS AND CONTRACT DATA

IMPORTANT NOTE ON C1.1:

ALL Tenderers MUST complete and sign Form A: OFFER (the first page hereafter).

Form B: ACCEPTANCE will be signed by the Purchaser and then only in the case of the successful Tenderer.

Form C: SCHEDULE OF DEVIATIONS must be signed by the Purchaser as well as the successful Tenderer after award of the contract.

Form D: CONFIRMATION OF RECEIPT must be signed by the successful Tenderer on receipt of a fully completed original copy of the Agreement including the Schedule of Deviations, if any.

C1.1.

C1.1 FORM OF OFFER AND ACCEPTANCE

A. OFFER

The Purchaser, identified in the Acceptance signature block, has solicited offers to enter into a contract for the **ABLUTIONS UPGRADE AT HAZELMERE DAM & RESORT**

By the representative of the Tenderer, deemed to be duly authorized, signing this part of this Form of Offer and Acceptance the Tenderer offers to perform all of the obligations and liabilities of the Service Provider under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the conditions of contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VAT IS:

(in words).....Rand;

(in figures) R.....

The Tenderer confirms that he has read the Agreement and Contract Data as recorded from C.1 on page C1.1 through to C1.22 including the Pricing Data and Scope of Work as contained in this Tender No. MSINSI/T013-2025.

This Offer may be accepted by the Purchaser by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature(s) *(of persons authorized to sign the acceptance)* .....

Name(s) .....

Capacity .....

For the Tenderer:

(Insert name and address of organization) .....

.....

Name & Signature of Witness .....

Date .....

Initials

Initial

C1.2

B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Purchaser identified below accepts the Tenderer's Offer. In consideration thereof, the Purchaser shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Purchaser and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in:

C.1 Agreement, and Contract Data, (which include this Agreement)
C.2 Pricing Data, including the Bill of Quantities
C.3 Scope of Work

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts C1 to C3 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Purchaser during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule, which must be duly signed by the authorized representatives of both parties.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Purchaser's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Service Provider) within five days of the date of such receipt notifies the Purchaser in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature: *(of person authorized to sign the acceptance)*.....

Name: *(of signatory in capitals)* .....

Capacity: *(of Signatory)* .....

Name of Purchaser: *(organization)* Msinsi Holdings SOC Limited

Address: Unit 1 Block A, 18 Old Main Road, Gillitts, Hillcrest, 3650

Telephone number: 031 765 7724 **Fax number:** 031 765 7704

AS WITNESS

Signature:.....**Name:** *(in capitals)*.....

Date: .....

--------- ---------
Initials Initials

C1.3

C: SCHEDULE OF DEVIATION

The extent of deviations from the tender documents issued by Msinsi prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.
A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid becomes the subject of agreements reached during the process of offer and acceptance; the outcome of such agreement shall be recorded here.

Any other matters arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

1. **Subject:** .....
Details: .....
.....

2. **Subject:** .....
Details: .....
.....

3. **Subject:** .....
Details: .....
.....

4. **Subject:** .....
Details: .....
.....

5. **Subject:** .....
Details: .....
.....

6. **Subject:** .....
Details: .....
.....

7. **Subject:** .....
Details: .....
.....

By the duly authorized representatives signing this Schedule of Deviations, Msinsi and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and Msinsi during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

--------- ---------
Initials Initials

C1.4

FOR THE TENDERER:

Signature: .....

Name: .....

Capacity: .....

Tenderer: *(Name and address of organization)* .....

Witness:

Signature: .....

Name: .....

Date: .....

FOR MSINSI

Signature: .....

Name: .....

Capacity: .....

Witness:

Signature: .....

Name: .....

Date: .....

Initials

Initials

C1.5

D: CONFIRMATION OF RECEIPT

The Tenderer, (now Service Provider), identified in the Offer part of this Agreement hereby confirms receipt from the Purchaser, identified in the Acceptance part of this Agreement, of one fully completed original copy of this Agreement, including the Schedule of Deviations on this

FOR THE CONTRACTOR:

Signature: .....

Name: .....

Capacity: .....

Signature and name of witness:

Signature: .....

Name: .....

Initials

Initials

C1.6

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 anything 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.

C1.7

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

C1.8

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 as 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.

C1.9

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

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(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 those 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

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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 contract 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.

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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, it's 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:

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(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.

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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

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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 wilful 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.

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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).

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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.

C.1.2 CONTRACT DATA (INCLUDING SPECIAL CONDITIONS OF CONTRACT)

Each item of data given below is cross-referenced to the clause in the Conditions of Contract to which it mainly applies.

Special Conditions of Contract

1. National Treasury Central Supplier Database

The successful Tenderer is required to provide proof of registration with the National Treasury Central Supplier Database (CSD) prior to the award of contract.

PART 1: DATA PROVIDED BY THE PURCHASER

Data
The Purchaser is Msinsi Holdings SOC Limited.
ABLUTIONS UPGRADE AT HAZELMERE DAM & RESORT
The authorized and designated representative of the Purchaser is: Name: Ntombifuthi Luthuli The address for receipt of communications is: Telephone: 031 765 7724 Facsimile: 031 765 7704 E-mail: ntombifuthi.luthuli@msinsi.co.za - (Subject of email to reference the Tender Number) Address: Unit 1 and 2, Block C, 18 Old Main Road, Gillitts Hillcrest
The location for the performance of the contract is Hazelmere Dam
The Service Provider is to commence the performance of the Services within 14 days of the date that the Contract becomes effective.
Interim settlement of disputes is to be done by an appointed mediator.
In the event that the parties fail to agree on a mediator, the mediator is nominated by the Association of Arbitrators (Southern Africa).
Final settlement is by litigator.

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PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

<table>
<tr><th>Clause</th><th>Data</th></tr>
<tr><td>1</td><td>The Service Provider is.
Name: .....
Address: .....
.....
Telephone: ..... Facsimile: .....</td></tr>
<tr><td>5.3</td><td>The authorized and designated representative of the Service Provider is:
Name: .....
The address for receipt of communications is:
Address: .....
.....
Telephone: ..... Facsimile: .....</td></tr>
<tr><td>5.5
7.1.2</td><td>The Key Persons and their jobs / functions in relation to the services are:
<table>
<tr><th>Name</th><th>Specific duties</th></tr>
<tr><td></td><td></td></tr>
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C2.1

PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS
(a) GENERAL

The Bill of Quantities forms part of the Tender Documents and must be read and priced in conjunction with all the other documents comprising the Tender Documents.

The Tenderer is advised to check the number of pages and should any be found missing or in duplicate or the figures or writing indistinct or these Bill of Quantities contain any obvious errors, the Tenderer must inform the Purchaser at once and have it rectified. No liability whatsoever will be admitted in respect of errors due to the foregoing.

Should there be any doubt or obscurity as to the meaning of any particular item, the Tenderer must obtain an explanation of it, in writing, from the Purchaser. No claims for extras arising from any such doubt or obscurity will be admitted after delivery of the tender.

(b) QUANTITIES REFLECTED IN THE BILL

The quantities where shown in the Pricing Data are the estimated probable requirements to be supplied in the period of twelve months from the date of award of the Contract but the actual quantities ordered and supplied shall be at the sole discretion of the Purchaser.

(c) PRICING OF THE BILL OF QUANTITIES

All unit prices, extensions and totals must be filled in **black ink** and unit prices, extensions and totals submitted in electronic format will not be acceptable.

The quantities where shown in the Pricing Data are the estimated probable requirements to be supplied in the period of twelve months from the date of award of the Contract but the actual quantities ordered and supplied shall be at the sole discretion of the Purchaser.

Each item shall be priced and extended to the "Amount per Item" column by the Tenderer. If the Supplier omits to price any items in the Bill of Quantities, then these items will be considered to have a nil rate or price.

All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate which shall be valid irrespective of any change in quantities during the execution of the Contract and shall be reflected in the Bill of Quantities as having a nil rate or price.

All rates and amounts quoted in the Bill of Quantities shall be in Rands and cents and shall include all levies and taxes (other than VAT). VAT will be added in the summary of the Bill of Quantities.

(d) CORRECTION OF ENTRIES

Incorrect entries shall not be erased or obliterated with correction fluid but must be crossed out neatly. The correct figures must be entered above or adjacent to the deleted entry in black ink, and the alteration must be initialled by the Tenderer.

(e) ARITHMETICAL ERRORS

Arithmetical errors found in the Bill of Quantities because of faulty multiplication or addition will be corrected by the Purchaser at the tender evaluation stage, as set out in the Conditions of Tender F3.9.

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(f) UNITS OF MEASUREMENT

The units of measurement described in the Bill of Quantities are metric units for which the standard international abbreviations are used. Abbreviations used in the Bill of Quantities, including some non-standard abbreviations, are as follows:

mm	=	millimetre
m	=	metre
km	=	kilometre
m^2	=	square metre
m^2·pass	=	square metre-pass
ha	=	hectare
m^3	=	cubic metre
ℓ	=	litre
kℓ	=	kilolitre
kW	=	kilowatt
kg	=	kilogram
t	=	ton (1000 kg)
No.	=	number
sum	=	lump sum

C3.1

C3: SCOPE OF WORK AND PRICING SCHEDULE

ITEM REQUIRED	QUANTITY	SPECIFICATION/DETAILS
Ablutions upgrade at Hazelmere Dam	1	Building Works- Waterproofing ▪ Supply and install undertile membrane to all roof structures Roof Coverings ▪ Removal of existing purlins, supply and install pre painted purlins, to be centred at 600mm ▪ Removal of existing roof tiles, supply and install grey concrete tiles ▪ Bottom Campsite 7,83m x 5,9m ▪ Lapa Ablutions 9,30m x 6,00m ▪ Staff quarter room 9m x 7,40m Carpentry and Joinery ▪ High gloss timber doors to be dark vanished ▪ Remove, supply and install timber wooden guard painted in charcoal Ceiling ▪ Removal of existing ceiling, supply and install new white ceiling at Lapa male ablutions Ironmongery ▪ Supply and install brass sliding stay to internal timber doors Tiling ▪ Removal of existing floor tiles to both ablutions ▪ Supply and Install matt light grey tiles, installed with grey grout spaced with a 3mm tile spacer to all ablution floors ▪ Supply and install matt light grey tiles to male and female bottom campsite veranda ▪ Removal of existing wall tiles ▪ Supply and install wall tiles 30 x 60 mm flow shiny white porcelain tiles ▪ Supply and install skirting all around floor tiles Electrical Work ▪ Removal of existing light bulbs to supply and install 1200mm linear LED light- Lapa ablution toilet Plumbing and Drainage- Rainwater Disposal ▪ uPVC eco half round gutter including half round gutter bracket, bends and junctions ▪ uPVC 80mm down pipe connected to half gutter with UPVC bends Sanitary Fittings ▪ Removal of existing toilet sets. ▪ Supply and install coral white dual top flush toilet suite, 6 litres full flushing cistern with white ceramic seat. ▪ Note: two toilets to be disable toilet in Lapa ablutions ▪ Removal of existing urinal bowl ▪ Supply and install new large urinal bowl

		▪ Supply and install metal grab rails for disabled painted in white ▪ Remove the existing, supply, and install silver shower rose and arm ▪ Supply and install 800 x 1020 x 1860mm pivot shower door chrome ▪ Supply and install 2300W stainless steel-304 grade hand dryer with a 200w 5800rpm sensor ▪ Steel craft corner bathroom shelf ▪ Removal of existing mirrors, and supply and install 800 x 600mm rectangular frameless mirror with mounted frame ▪ Remove the existing and supply, and install stainless steel silver lockable tissue holder that holds 3 tissues ▪ Supply and install quartz manual soap dispenser

CAMPSITE AND LAPA ABLUTIONS UPGRADE AT HAZELMERE DAM & RESORT

1. Scope of Work

Building Works- Waterproofing

- Supply and install undertile membrane to all roof structures

Roof Coverings

- Removal of existing purlins, supply and install pre painted purlins, to be centred at 600mm
- Removal of existing roof tiles, supply and install grey concrete tiles
- Bottom Campsite 7,83m x 5,9m
- Lapa Ablutions 9,30m x 6,00m
- Staff quarter room 9m x 7,40m

Carpentry and Joinery

- High gloss timber doors to be dark vanished
- Remove, supply and install timber wooden guard painted in charcoal

Ceiling

- Removal of existing ceiling, supply and install new white ceiling at Lapa male ablutions

Ironmongery

- Supply and install brass sliding stay to internal timber door

Tiling

- Removal of existing floor tiles to both ablutions
- Supply and Install matt light grey tiles, installed with grey grout spaced with a 3mm tile spacer to all ablution floors

- Supply and install matt light grey tiles to male and female bottom campsite veranda
- Removal of existing wall tiles
- Supply and install wall tiles 30 x 60 mm flow shiny white porcelain tiles
- Supply and install skirting all around floor tiles

Electrical Work

- Removal of existing light bulbs to supply and install 1200mm linear LED light- Lapa ablution toilet

Plumbing and Drainage- Rainwater Disposal

- uPVC eco half round gutter including half round gutter bracket, bends and junctions
- uPVC 80mm down pipe connected to half gutter with UPVC bends

Sanitary Fittings

- Removal of existing toilet sets.
- Supply and install coral white dual top flush toilet suite, 6 litres full flushing cistern with white ceramic seat.
- Note: two toilets to be disable toilet in Lapa ablutions
- Removal of existing urinal bowl
- Supply and install new large urinal bowl
- Supply and install metal grab rails for disabled painted in white
- Remove the existing, supply, and install silver shower rose and arm
- Supply and install 800 x 1020 x 1860mm pivot shower door chrome
- Supply and install 2300W stainless steel-304 grade hand dryer with a 200w 5800rpm sensor
- Steel craft corner bathroom shelf
- Removal of existing mirrors, and supply and install 800 x 600mm rectangular frameless mirror with mounted frame
- Remove the existing and supply, and install stainless steel silver lockable tissue holder that holds 3 tissues
- Supply and install quartz manual soap dispenser

2. The rates offered must be inclusive of material and labour.

Prospective tenderers must certify that they are in possession of a policy covering their liability to any workman on site in terms of the Compensation for Occupational Injuries and Diseases Act.

They must further certify that they are aware of the onus placed on them in terms of the Occupational Health and Safety Act 85 of 1993 and amendments and that their employees have been versed in the same.

The successful tenderer must abide by Msinsi Holdings Rules for Contractors on Site and sign the relevant documents as acceptance.

A Works Programme must accompany the quotation. The Reserve Manager must be informed when work is to commence on site. Any deviation from the specification and the Bill of Quantities must be authorised by the Reserve Manager.

3. The offered rates must be inclusive of material and labour.

- A site appointment is to be made with the respective SHEQ Coordinator via the Project, prior to the contractor carrying out any work on the respective site.
- Submission, review and approval of safety file needs to be conducted prior to undertaking any work.
- A compulsory site induction session of approximately 0.5 hour will be necessary prior to any work being undertaken.
- On induction, the Contractor must produce copies of identity documents of all staff that will be working on site as well as a valid letter of good standing.
- The contractor will be required to complete a Work Permit. The Work Permit shall be completed for each day of work.
- Access control arrangements shall be made prior to or at the time of signing all the documents. All keys shall be signed for and returned daily. NB: Contact details (e.g. cell phone number must be given to site management for emergency purposes).
- Failure to ensure that all site specific procedures relating to Safety, Security, Health and Environment are not followed shall mean that the contractor is deemed negligent.

4. Need to include Msinsi Holdings requirements after award

- A site appointment is to be made with the respective SHEQ Coordinator via the Project, prior to the contractor carrying out any work on the respective site.
- Submission, review and approval of safety file needs to be conducted prior to undertaking any work.
- A compulsory site induction session of approximately 0.5 hour will be necessary prior to any work being undertaken.

- On induction, the Contractor must produce copies of identity documents of all staff that will be working on site as well as a valid letter of good standing.
- The contractor will be required to complete a Work Permit. The Work Permit shall be completed for each day of work.
- Access control arrangements shall be made prior to or at the time of signing all the documents. All keys shall be signed for and returned daily. NB: Contact details (e.g. cell phone number must be given to site management for emergency purposes).
- Failure to ensure that all site specific procedures relating to Safety, Security, Health and Environment are not followed shall mean that the contractor is deemed negligent.

5. Bill of Quantities

ITEM No	PAYMENT REF	DESCRIPTION	UNIT	QTY	RATE	AMOUNT R-C	AC
	SECTION A: PRELIMINERIES AND GENERAL						
1.	**BILL NO 1**						
	PRELIMINERIES						
1.1		**Site establishment**			R	R	
1.2		Office & Storage Office and storage sheds workshops, ablution facilities, tools etc. at designated site and elsewhere on site as required and including all requisite water and electric power supplies	month	8	R	R	
1.3		**Fixed obligation**	month	8	R	R	
		Time Obligation	month	8	R	R	
		Health & Safety The contractor must take note that compliance with the Occupational Health and Safety Act, Construction Regulations and Health and Safety Specification is compulsory. Preparation of risk assessments, safe work procedures, the project H&S File, the H&S plan, the provision of PPE and protective clothing, and all other fixed charge H&S matters that the Contractor deems necessary, updates of project duration. Completing and checking the Project H&S File and handing over	month	8	R	R	

		the Client on completion of the works					
		Note: after sanitary fittings, testing should be done to ensure there is leakage					
		Provisional Sums Project supervision	month	8	R	R	
	SECTION B: BUILDING WORKS						
2.	**BILL NO 2**						
	WATERPROOFING						
2.1		Supply and install dpm plastic to all roof structures	SUM	1	R	R	
3.	**BILL NO 3**						
	ROOF COVERINGS						
3.1		Removal of existing purlins, supply and install pre painted purlins, to be centred at 600mm	SUM	1	R	R	
3.2		Removal of existing roof tiles, supply and install grey concrete tiles Bottom Campsite 7,83m x 5,9m Lapa Ablutions 9,30m x 6,00m Staff quarter room 9m x 7,40m	SUM	1	R	R	
4	**BILL NO 4**						
	CARPENTRY AND JOINERY						
4.1		High gloss timber doors to be dark vanished	no	3	R	R	
4.2		Remove, supply and install timber wooden guard painted in charcoal	m^2	6	R	R	
5	**BILL NO 5**						
	CEILING						
5.1		Removal of existing ceiling, supply and install new white ceiling at Lapa male ablutions	m^2	14	R	R	
6	**BILL NO 6**						
	IRONMONGERY						
6.1		Supply and install brass sliding stay to internal timber doors	NO.	8	R	R	
7	**BILL NO 7**						

	TILING						
7.1		Removal of existing floor tiles to both ablutions	m^2	45	R	R	
7.2		Supply and Install matt light grey tiles, installed with grey grout spaced with a 3mm tile spacer to all ablution floors	m^2	45	R	R	
7.3		Supply and install matt light grey tiles to male and female bottom campsite veranda	m^2	4	R	R	
7.4		Removal of existing wall tiles	Sum	Sum	R	R	
7.5		Supply and install wall tiles 30 x 60 mm flow shiny white porcelain tiles	m^2	135	R	R	
7.6		Supply and install skirting all around floor tiles	m	63	R	R	
8	**BILL NO 8**						
	ELECTRICAL WORK						
8.1		Removal of existing light bulbs to supply and install 1200mm linear LED light- Lapa ablution toilet	No.	2	R	R	
9	**BILL NO 9**						
	PLUMBING AND DRAINAGE						
9.1		**Rainwater Disposal**					
9.1.1		uPVC eco half round gutter including half round gutter bracket, bends and junctions	m	53	R	R	
9.1.2		uPVC 80mm down pipe connected to half gutter with upvc bends	sum	1	R	R	
9.2		**Sanitary Fittings**					
9.2.1		Removal of existing toilet sets.	No.	8	R	R	
9.2.2		Supply and install coral white dual top flush toilet suite, 6 litres full flushing cistern with white ceramic seat. **Note: two toilets to be disable toilet in Lapa ablutions**	No.	8	R	R	
9.2.3		Removal of existing urinal bowl	No.	2	R	R	
9.2.4		Supply and install new large urinal bowl	No.	2	R	R	
9.2.5		Supply and install metal grab rails for disabled painted in white	No.	2	R	R	
9.2.6		Remove the existing, supply, and install silver shower rose and arm	No.	8	R	R	
9.2.7		Supply and install 800 x 1020 x 1860mm pivot shower door chrome	No.	8	R	R	

9.2.8		Supply and install 2300W stainless steel-304 grade hand dryer with a 200w 5800rpm sensor	No.	4	R	R	
9.2.9		Steel craft corner bathroom shelf	No.	8	R	R	
9.2.10		Removal of existing mirrors, and supply and install 800 x 600mm rectangular frameless mirror with mounted frame	No.	4	R	R	
9.2.11		Remove the existing and supply, and install stainless steel silver lockable tissue holder that holds 3 tissues	No.	10	R	R	
9.2.12		Supply and install quartz manual soap dispenser	No.	4	R	R	

A SUB-TOTAL	
B CONTINGENCIES @ 10% **Add @ 15% of Subtotal A**	
C SUB-TOTAL (A + B)	
D VALUE ADDED TAX Add 15 % of Subtotal A *(Provisional sum based on current rate of VAT)*	
TOTAL (C+D)	