

280 Pretoria Street, Silverton, Pretoria  
Private Bag X112, Pretoria 0001, South Africa  
Tel: +27 (0)12 841 1911  
Fax: +27 (0)12 841 1221  
email: [info@geoscience.org.za](mailto:info@geoscience.org.za)  
website: [www.geoscience.org.za](http://www.geoscience.org.za)



**Council for Geoscience**

## **TENDER RULES AND CHECK LIST**

1. All the documents accompanying this invitation to bid must be completed in detail, be **sealed in an envelope** and be deposited in the tender box before the closing date and time. The tender box is situated at the reception of the Council for Geoscience, 280 Pretoria Street, Silverton, Pretoria. Tenders must only be submitted on the tender documentation issued. The retyping of the tender document is not permitted.

2. Duly completed and signed original bid document should be sealed in an envelope marked:

**Description: Appointment of a service provider to design and construct maintenance works at the Van Ryn Canal for the Council for Geoscience.**

Tender No	: CGS-2022-017S
Closing date	: 25 November 2022
Closing time	: 11:00am

### **3. Compulsory Briefing Session will be held as follows:**

Date: 11 November 2022

Venue: On site: Van Ryn Canal (Meeting point: Oasis New Modder Service Station, No. 77 New Modder Rd, New Modder, Benoni 1501)

Time: 11:00am

### **4. POPIA**

#### **CGS POPIA COMPLIANCE POLICY STATEMENT**

*The Council for Geoscience is committed to securing the integrity and confidentiality of your Personal Information that is in our possession and will guard against the unlawful access and use. The processing of your personal information by the Council for Geoscience will be done in accordance with the POPIA Act 4 of 2013 as well as our processing notice that can be accessed from our website [www.geoscience.org.za](http://www.geoscience.org.za)*

## 5. CHECK LIST

ALL THE RELEVANT FORMS ATTACHED TO THIS BID DOCUMENTS MUST BE COMPLETED AND SIGNED BACK IN BLACK INK WHERE APPLICABLE BY A DULY AUTHORISED OFFICIAL. FAILURE TO PROVIDE ANY OF THE BELOW MENTIONED DOCUMENTS MAY LEAD TO DISQUALIFICATION.

RETURNABLE DOCUMENTS THE FOLLOWING IS INCLUDED IN THE TENDER DOCUMENT	YES	NO
SBD 1. Invitation to Bid		
The Council for Geoscience will verify your tax compliance status in terms of practice note 9 of 2017/2018		
Tender specification		
SBD 3.3 Pricing		
SBD 4. Declaration of interest		
SBD 6.1		
Central Supplier Database		
Government procurement General conditions of contract		
Certified copies of identity documents of the directors, trustees, main shareholders and members of the company		
Latest Original Certified copies of all share certificates (i.e. copy with original stamp), in case of a company		
Shareholding breakdown per race, gender and percentage shareholding with shareholders of the bidding company who are not individuals.		
CGS will only award BBBEE points to companies that submit an originally certified BBBEE rating certificate (Copy of certified BBBEE certificate will not be considered). Certificates issued by IRBA and Accounting Officers have been discontinued, BBBEE points will be awarded to companies with a valid SANAS or DTI accredited certificate.		
List of references of past and present clients (Company name, department, branch, contact person with office telephone number		

The Council's document must be kept as supplied and submitted with all Schedules/Forms fully completed.		
Any other documents, certificates etc. must be attached as annexure to the official Council document		
Where the Council's official document is taken apart and not submitted as supplied, the bid will be rejected		
No bid forwarded by telegram, telex, facsimile or similar apparatus will be considered.		
Company registration documents		
Proposal In case of Joint venture, trust or consortiums please submit joint venture agreement.		

## 6. BIDDING STRUCTURE

Indicate the type of Bidding structure by marking with an 'X':	
Individual Bidder	
Joint venture	
Consortium	
Subcontractors	
Other	

If Joint Venture or Consortium, indicate the following for <u>Prime Bidder</u> :	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	

Physical address	
------------------	--

<b>If Joint Venture or Consortium, indicate the following for <u>all</u> partners other than Prime Bidder:</b>	
Name of partners	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using other contractors:</b>	
Name of Prime Contractor	
Registration number	
VAT registration number	
Contact person	
Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

<b>If using Subcontractors, indicate the following for <u>all</u> Subcontractors:</b>	
Name of Subcontractor(s)	
Registration number	
VAT registration number	
Percentage of work subcontracted	
Value of work sub contracted in rands	R
Contact person	

Telephone number	
Fax number	
E-mail address	
Postal address	
Physical address	

## 7. RESPONSE FORMAT

Bidders must respond using the following response format:

Schedule	Description
<b>Schedule 1</b>	<p>Executive Summary</p> <p>The executive summary must cover the following:</p> <ul style="list-style-type: none"> <li>• <b>Paragraph 1</b> The Bidder must indicate in their bid response to the Council for Geoscience whether they are responding as a Prime bidder, joint venture, consortium or partnership and list the parties and explain their roles.</li> <li>• <b>Paragraph 2</b> The Bidder must indicate that the signatory of the company/consortium is duly designated to sign the bid response on our behalf of the consortium or joint venture.</li> <li>• <b>Paragraph 3</b> Summary of similar work done in the past</li> <li>• <b>Paragraph 4</b> High level summary of their response</li> </ul>
<b>Schedule 2</b>	SBD 1
<b>Schedule 3</b>	<ul style="list-style-type: none"> <li>• Bidders must provide proof of Tax Compliance Status Pin from SARS, The Council for Geoscience will verify your tax compliance proof in terms of practice note 9 of 2017/2018</li> <li>• Originally Certified BBBEE certificate (For consortium or joint venture a consolidated BBBEE Certificate must be submitted)</li> </ul>
<b>Schedule 4</b>	<b>Functional response</b>
<b>Schedule 5</b>	Price Breakdown (Indicate cost drivers) where applicable
<b>Schedule 6</b>	SBD 4
<b>Schedule 7</b>	SBD 6.1
<b>Schedule 8</b>	Central Supplier Database
<b>Schedule 9</b>	General Conditions of Contract 2010

**NB:** The response must have an index and the document must be neatly divided using the above mentioned format in sequence.

## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	CGS-2022-017S	CLOSING DATE:	25 NOVEMBER 2022	CLOSING TIME:	11:00AM
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
COUNCIL FOR GEOSCIENCE					
280 PRETORIA STREET					
SILVERTON PTERORIA					
0001					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SASAVONA CHAUKE		CONTACT PERSON	SASAVONA CHAUKE	
TELEPHONE NUMBER	012 841 1059		TELEPHONE NUMBER	012 841 1059	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	schaue@geoscience.org.za		E-MAIL ADDRESS	schaue@geoscience.org.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX]  <input type="checkbox"/> Yes <input type="checkbox"/> No
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES &amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B****TERMS AND CONDITIONS FOR BIDDING****1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://WWW.SARS.GOV.ZA).
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

BID AMOUNT INCLUSIVE OF VAT:.....:

SIGNATURE OF BIDDER: .....

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

(Proof of authority must be submitted e.g. company resolution)

DATE: .....

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

280 Pretoria Street, Silverton, Pretoria  
Private Bag X112, Pretoria 0001, South Africa

**Tel:** +27 (0)12 841 1911

**Fax:** +27 (0)12 841 1221

**email:** info@geoscience.org.za

**website:** www.geoscience.org.za



**Council for Geoscience**

---

**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.**

---

**CGS-2022-017S**

**Date issued: 24 October 2022**

**Closing date and time: 25 November 2022 at 11:00 am**

**Compulsory briefing session: 11 November 2022 @11:00am**

**Venue: On site: Van Ryn Canal (Meeting point: Oasis New Modder Service Station ,No. 77 New Modder Rd, New Modder, Benoni 1501)**

**Bid validity period: 120 calendar days**

**TENDER BOX ADDRESS**

280 Pretoria Street  
Silverton  
Pretoria  
0001



**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.**

## **1. INTRODUCTION**

The Council for Geoscience (CGS) is a schedule 3A public entity organisation as defined by the Public Finance Management Act (Act 1 of 1999). The CGS derives its mandate from the Geoscience Act 100 of 1993. The objectives of the CGS under the Act are to produce world-class geoscience knowledge products and to render geoscience-related services to the South African public and industry. The strategic position of the CGS is to ensure that its activities contribute to the national imperatives, namely to free the potential of individuals by improving the quality of life of all citizens, assisting in the growth and wealth of the country and eradicating poverty, especially in the rural areas of South Africa. It does this through the mandate of the Geoscience Act, which includes the following activities:

- 1.1 To systematically document and compile the geology of the earth's surface and continental crust, including offshore areas within the territorial boundaries of South Africa.
- 1.2 To compile geoscience data, especially geological, geophysical, metallogenic and engineering geological information in the form of maps and accompanying explanations and to make this information available to the public.
- 1.3 To do basic geoscience research into the nature and origin of rocks, ores, minerals and the history and evolution of life and to understand the geological evolution of the earth. These findings are published in peer-reviewed geoscience publications nationally and internationally.
- 1.4 To collect and curate all geoscience knowledge for the country into the National Geoscience Repository and to make such information available to the public as far as it is possible.
- 1.5 To render geoscience knowledge services and advice to the State to enable informed and scientifically based decisions on the use of the earth's surface and its resources within the territory of South Africa.
- 1.6 To manage several national geoscience facilities on behalf of the country such as the National Seismograph Network, the National Borehole-Core Repository, the National Geoscience Heritage Collections (Geoscience Museum) and the National Geoscience Library.
- 1.7 To render commercial geoscience services and products to national and international clients.

## **2. PURPOSE OF THIS REQUEST FOR PROPOSAL (RFP)**

The purpose of this request is to appoint a CIDB registered contractor to design and construct maintenance works at the Van Ryn Canal on behalf of the Council for Geoscience to ensure:

- Continued structural integrity of the canal by effecting repairs on the damaged portion of the canal.
- The cleaning of debris and waste in the canal to ensure unimpeded water flow.

## **3. LEGISLATIVE FRAMEWORK OF THE BID-**

### **3.1. Tax Legislation**

- 3.1.1. Bidders must be compliant when submitting a proposal to the Council for Geoscience and remain compliant for the entire contract term with all applicable tax legislation, including, but not limited to, the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.**

- 3.1.2. It is a condition of this bid that the tax matters of the successful Bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the Bidder's tax obligations.
- 3.1.3. The tax compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 3.1.4. It is a requirement that Bidders grant a written confirmation when submitting this bid that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status and, by submitting this bid, such confirmation is deemed to have been granted.
- 3.1.5. Bidders are required to be registered on the Central Supplier Database and National Treasury shall verify the Bidder's tax compliance status through the Central Supplier Database.
- 3.1.6. Where Consortiums/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

### **3.2. Procurement Legislation**

The Council for Geoscience has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under Section 76 of the Public Finance Management Act, 1999 (Act No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000) and the Broad-Based Black Economic Empowerment Act 2003 (Act No. 53 of 2003), Practice Note 04 of 2017/18.

### **3.3. Technical Legislation and/or Standards**

Bidders should be cognizant of the legislation and/or standards specifically applicable to the services.

## **4. COMPULSORY BRIEFING SESSION**

Compulsory briefing session will be held on the **11 November 2022 @11:00am**.

Venue: On site: Van Ryn Canal (Meeting point: Oasis New Modder Service Station ,No 77 New Modder Rd, New Modder, Benoni 1501).

## **5. TIMELINE OF THE BID PROCESS**

The period of validity of the tender and the withdrawal of offers after the closing date and time is 120 calendar days. The project timeframes of this bid are set out below:

<b>Activity</b>	<b>Due Date</b>
Advertisement of bid in CGS Website	24 October 2022
Closing date of questions relating to bid	18 November 2022
Bid closing date	25 November 2022 @11:00am
Notice to Bidders	The Council for Geoscience will endeavour to inform Bidders of progress until the conclusion of the tender.

All dates and times in this bid are South African standard times.

**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.**

Any time or date in this bid is subject to change at the Council for Geoscience's discretion. The establishment of a time or date in this bid does not create an obligation on the part of the Council for Geoscience to take any action or create any right in any way for any Bidder to demand that any action be taken on the date established. The Bidder accepts that, if the Council for Geoscience extends the deadline for bid submission (the Closing Date) for any reason, the requirements of this bid otherwise apply equally to the extended deadline.

## **6. CONTACT AND COMMUNICATION**

- 6.1.** A nominated official of the Bidders can make enquiries in writing to the specified person, Sasavona Chauke, via email [schauke@geoscience.org.za](mailto:schauke@geoscience.org.za) and/or +27 12 841 1059. Bidders must reduce all telephone enquiries to writing and send these to the above email address.
- 6.2.** The delegated office of the Council for Geoscience may communicate with Bidders where clarity is sought in the bid proposal
- 6.3.** Any communication to an official or a person acting in an advisory capacity for the Council for Geoscience in respect of the bid between the closing date and the award of the bid by the Bidders is discouraged.
- 6.4.** All communication between the Bidders and the Council for Geoscience must be done in writing.
- 6.5.** While all due care has been taken in connection with the preparation of this bid, the Council for Geoscience makes no representations or warranties that the content of the bid or any information communicated to or provided to Bidders during the bidding process is, or will be, accurate, current or complete. The Council for Geoscience and its employees and advisors will not be liable with respect to any information communicated which may not accurate, current or complete.
- 6.6.** If a Bidder finds or reasonably believes it has found any discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the Council for Geoscience (other than minor clerical matters), the Bidders must promptly notify the Council for Geoscience in writing of such discrepancy, ambiguity, error or inconsistency in order to afford the Council for Geoscience an opportunity to consider what corrective action is necessary (if any).
- 6.7.** Any actual discrepancy, ambiguity, error or inconsistency in the bid or any other information provided by the Council for Geoscience will, if possible, be corrected and provided to all Bidders without attribution to the Bidders who provided the written notice.
- 6.8.** All persons (including Bidders) obtaining or receiving the bid and any other information in connection with the Bid or the Tender process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a proposal in response to this Bid.

## **7. LATE BIDS**

Bids received after the closing date and time, at the address indicated in the bid documents, will not be accepted for consideration and, where practicable, be returned unopened to the Bidders.

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

## **8. COUNTER CONDITIONS**

Bidders' attention is drawn to the fact that amendments to any of the Bid Conditions or setting of counter conditions by Bidders or qualifying any Bid Conditions will result in the invalidation of such bids.

## **9. FRONTING**

- 9.1.** Government supports the spirit of broad-based black economic empowerment and recognises that real empowerment can only be achieved through individuals and businesses conducting themselves in accordance with the Constitution and in an honest, fair, equitable, transparent and legally compliant manner. Against this background, the Government condemns any form of fronting.
- 9.2.** The Government, in ensuring that Bidders conduct themselves in an honest manner will, as part of the bid evaluation processes, conduct or initiate the necessary enquiries/investigations to determine the accuracy of the representation made in bid documents. Should any of the fronting indicators as contained in the Guidelines on Complex Structures and Transactions and Fronting, issued by the Department of Trade and Industry, be established during such enquiry/investigation, the onus will be on the Bidder/Contractor to prove that fronting does not exist. Failure to do so within a period of 14 days from date of notification may invalidate the bid/contract and may also result in the restriction of the Bidder/Contractor to conduct business with the public sector for a period not exceeding ten years, in addition to any other remedies the Council for Geoscience may have against the Bidder/Contractor concerned.

## **10. SUPPLIER DUE DILIGENCE**

The Council for Geoscience reserves the right to conduct supplier due diligence prior to final award or at any time during the contract period. This may include site visits and requests for additional information. Bidders whose information could not be confirmed or authenticated and found to have misrepresentation of information during the bidding process will be disqualified and restricted with the National Treasury.

## **11. SCOPE OF WORK**

### **11.1 INTRODUCTION**

#### **11.1.1 Background**

The Van Ryn Canal was constructed in 2020 to prevent water ingress into mine out areas as part of a larger programme, the Mine Environment and Water Management Programme. The entire canal is earth lined with no High Density Polyethylene (HDPE) layers used. The canal is 1, 7 kilometres long with one culvert bridge crossing. The final works related to defects were undertaken and completed in September 2021. This canal remains functional as was intended when constructed. There is, however, maintenance works (as stated below) that are required to keep the canal optimally functioning and to retain the structural integrity of the canal.

#### **11.1.2 Objectives**

- The main objective of this works is to ensure continued structural integrity of the canal by effecting repairs on the damaged portion of the canal.
- To clean the entire length of the canal to ensure unimpeded water flow.

## 11.2 SITE CHARACTERISATION

### 11.2.1 Geographical Location

Van Ryn Canal is located east of Benoni downstream of Kleinfontein Lake just next to the snake road bridge. The existing old canal that used to bypass the stream draining over the mine workings is crossing the area full of slime dams through Gravelotte mining and then Cowles dam finally joining the Blesbokspruit stream, Figure 1

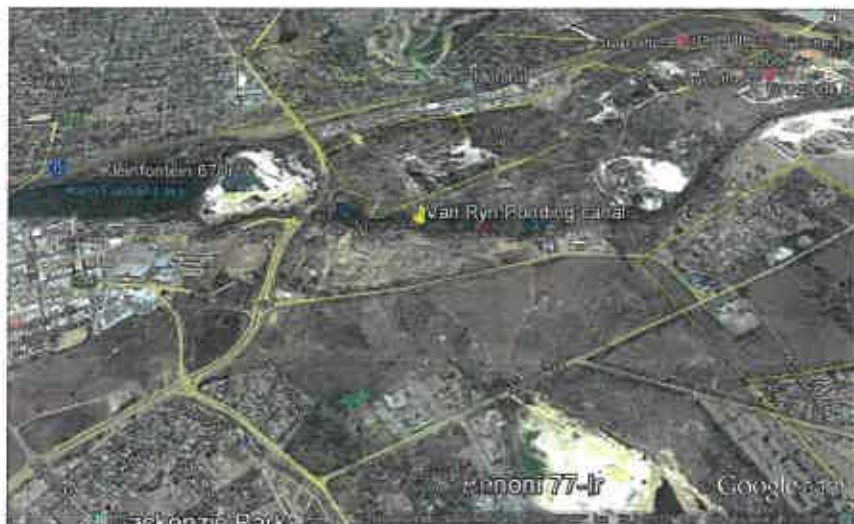


Figure 1: Locality map of Van Ryn ponding canal

### 11.2.2 Geotechnical Assessment of the Canal Area

Two main different types of geotechnical layers have been identified laterally throughout the length of the proposed canal, figure 2. These are (i) alternate layers of loose clayey silty sand from the tailing dams and organic material (peat) along the wet land areas and some localized river gravels and boulders along the stream channel (ii) moderately weathered to fresh quartzite,

The thickness of the loose transported material ranges from zero to in excess of 3m in places especially where the pre-existing surface is very flat and accumulation of the slime material from the sides exist. The remaining portion of the canal bed is covered by bedrock, quartzite. The channel part just upstream of the existing culvert is covered by alluvial deposits consists of river gravels sand and boulders that overlay the bedrock. From this point to up to the end of the total canal length, water is flowing on highly weathered and decomposed quartzite. Just about the end of the canal, the bedrock quartzite is highly weathered and decomposed that locally formed a depression or a hole which creates a typical waterfall along the stream.

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

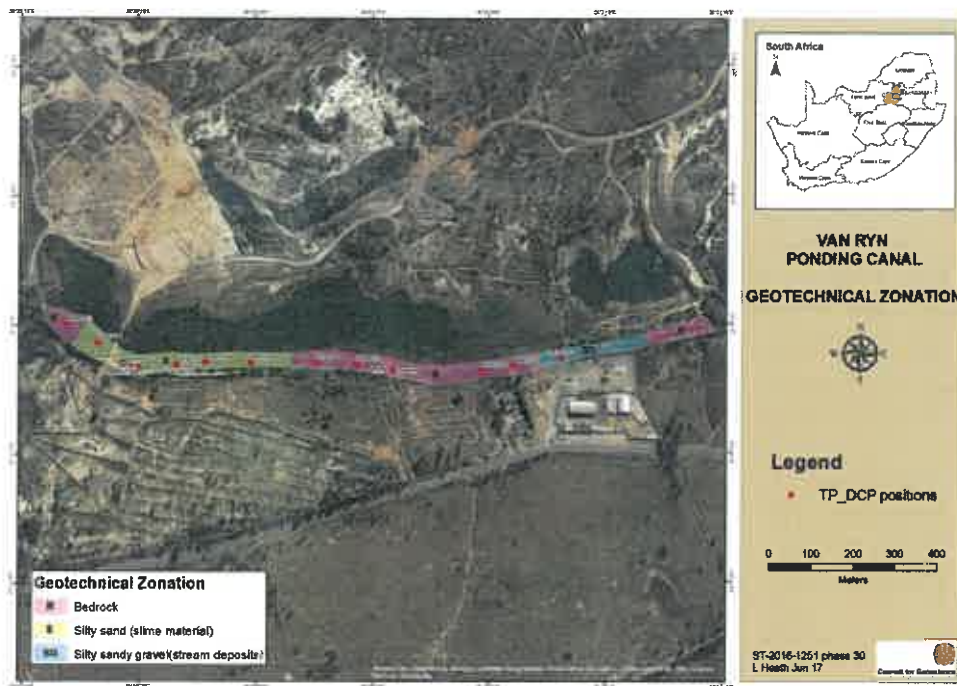


Figure 2: Geotechnical map of the site

### 11.3 General Description of the Project

The maintenance works comprise of the following;

- The construction of gabions to allow for storm water to flow into the main channel.
- Cutting, filling and compaction works
- Backfilling and compaction of holings on the embankment of the canal
- Cleaning debri and waste out of the canal

These works are to be undertaken, largely, outside the Canal other than for the cleaning of debri and waste in the canal itself. Kindly refer to the sketch provided in the Tender Document and to the Bill of Quantities as provided. The entire canal is accessible using an existing dirt road running parallel to the canal.

## 12. TECHNICAL SPECIFICATIONS

### 12.1. General Information

#### 12.1.1 Construction Materials

The contractor shall make all the necessary arrangements to obtain such construction materials (concrete, gravel, stone, sand, fill, etc) as are required to complete the works.

#### 12.1.2 Drawings

This appointment is a design and construct contract. Therefore, the successful contractor will be expected to produce a working drawing on the basis of the sketch as provided, and to provide as-built drawings at the end of the implementation of the maintenance works. Once the working drawing is agreed on with the Council for Geoscience the contractor will proceed to implement the maintenance works. Kinly refer to sketches (figure 3) as provided below.

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

Since this works comprise maintenance works on an already constructed canal, as-built drawings of the canal are available and can be provided on request to assist only with the Maintenance Works.

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTENANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

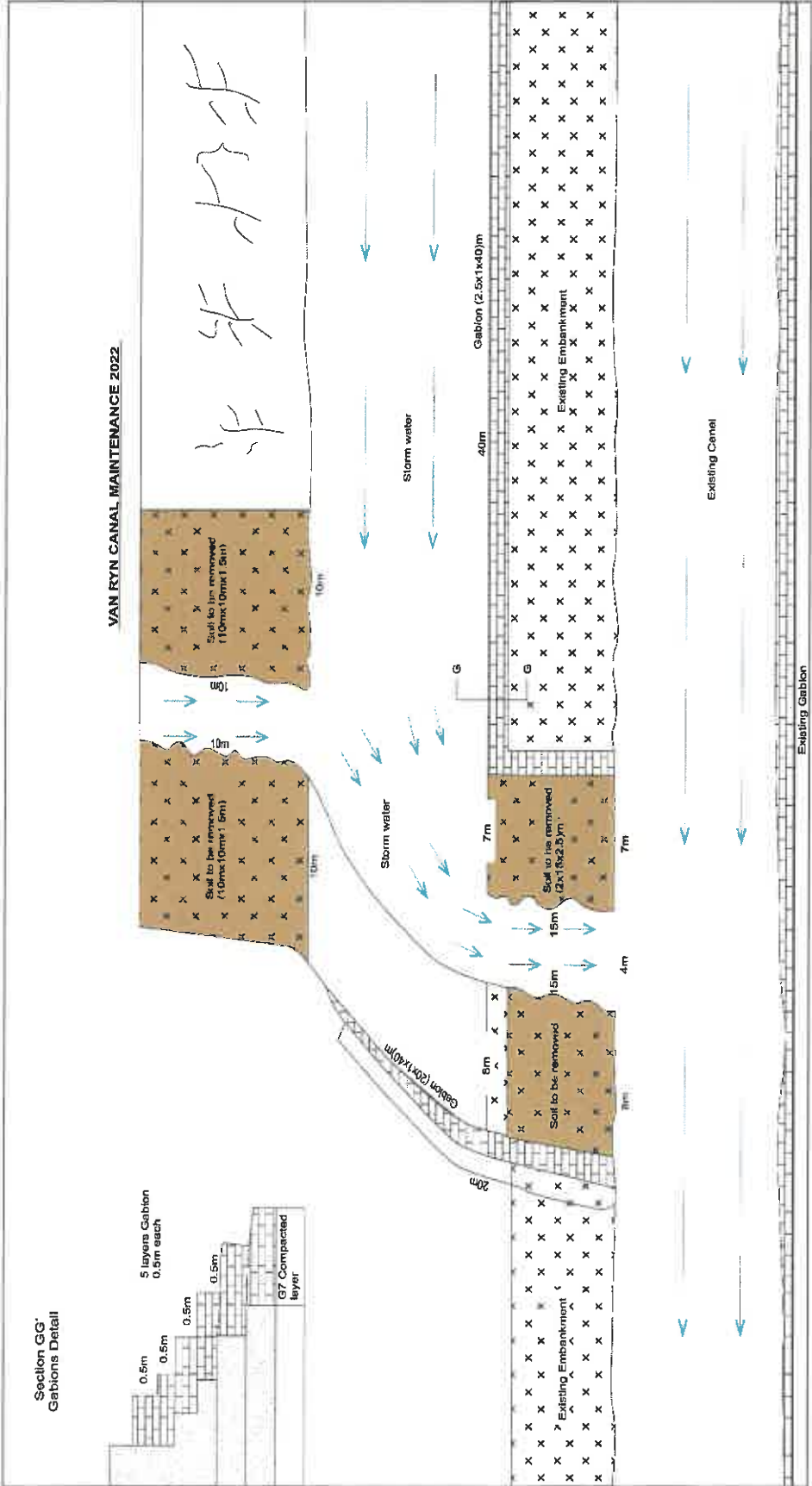


Figure 3: Van Ryn Maintenance Works Sketch



**APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.****12.1.3 Power Supply and other Services**

The contractor shall make his own arrangements regarding the supply of electrical power and all other services. No direct payment will be made for the provision of electrical and other services. The costs thereof shall be deemed to be included in the rates and amounts tendered for the various items of work for which these services are required.

**12.1.4 Water for Construction Purposes**

The contractor shall make his own arrangements regarding a suitable supply of water for the project and he must make adequate provision in his tender for all negotiations and procurement of water for construction activities and all related costs will be deemed to be included in his tendered rates.

**12.1.5 Contractor's Camp Site**

The contractor shall make his own arrangements regarding the establishment of a camp site and housing for his construction personnel.

**12.1.6 Security**

The contractor shall be responsible for the security of his personnel and constructional plant on and around the site of the works and for the security of his camp, and no claims in this regard will be considered by the Council for Geoscience.

There are generally safety considerations that need to be undertaken and the contractor should ensure that a safety risk assessment is completed and resources allocated accordingly. There is illegal mining activities in the area.

**12.1.7 Labour**

The contractor should maximise the use of labour on the contract. Where possible local labour shall be employed and shall be sourced in consultation with the local labour desk in the nearest informal settlement. The contractor must communicate his/her plans with the Council for Geoscience in this regard. Local Municipality should then be consulted for assistance prior to engaging the local community.

**12.1.8 Programme of Work**

The contractor shall take note of the various factors in these specifications which may have an influence on the compilation of a programme for the works.

**12.1.9 Financial Considerations**

It is a condition of this contract that the Council for Geoscience limits his total expenditure to an amount equivalent to the CIDB grading within which it falls. He/she accordingly reserves the right to adjust the amount of work to be carried out under the contract to ensure that this limit is not exceeded. Equally, the amount of work to be undertaken may be increased to ensure that the budget is fully employed. The Council for Geoscience would prefer to spend

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

the budget over one financial year. The Council for Geoscience's financial year starts on 1 April annually.

**12.1.10 Occupational Health and Safety (OHS)**

The Council for Geoscience will issue a Health and Safety specification to the successful contractor to comply with. The contractor will be expected to submit a Health and Safety File for approval by the Council for Geoscience prior to the commencement of the works.

**(a) General statement**

It is a requirement of this contract that the Contractor shall provide a safe and healthy working environment and to direct all his activities in such a manner that his employees and any other persons, who may be directly affected by his activities, are not exposed to hazards to their health and safety. To this end the Contractor shall assume full responsibility to conform to all the provisions of the Occupational Health and Safety (OHS) Act (Act 85 and Amendment Act 181) of 1993, and the Construction Regulations 2003 issued on 18 July 2003 by the Department of Labour.

**12.1.11 Notification of Construction Works**

**NOTIFICATION OF CONSTRUCTION WORK**

**Regulation 3 of the Construction Regulations, 2003**

1. (a) Name and postal address of principal contractor:

.....  
.....

- (b) Name and telephone number of principal contractor's contact person:

.....  
.....

2. Principal contractor's compensation registration number:

.....  
.....

3. (a) Name and postal address of client:

.....  
.....

- (b) Name and telephone number of client's contact person or agent:

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

.....  
.....  
4. (a) Name and postal address of designer(s) for the project:



.....  
.....

(b) Name and telephone number of designer's contact person:

.....  
.....

5. Name and telephone number of principal contractor's construction supervisor on site appointed in terms of regulations 6 (1):

.....  
.....

6. Name/s of principal contractor's sub-ordinate supervisors on site appointed in terms of regulation 6 (2):

.....  
.....

7. Exact physical address of the construction site or site office:

.....  
.....

8. Nature of the construction work:

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

9. Expected commencement date:

.....

10. Expected completion date:

.....

APPOINTMENT OF A SERVICE PROVIDER TO DESIGN AND CONSTRUCT MAINTANANCE WORKS AT THE VAN RYN CANAL FOR THE COUNCIL FOR GEOSCIENCE.

11. Estimated maximum number of persons on the construction site:

.....  
.....

12. Planned number of contractors on the construction site accountable to principal contractor:

.....  
.....

13. Name(s) of contractors already chosen:

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

.....

.....  
*Principal Contractor*

.....

.....  
*Client*

.....

...  
*Date*

.....

...  
*Date*

• THIS DOCUMENT IS TO BE FORWARDED TO THE OFFICE OF THE DEPARTMENT OF LABOUR **PRIOR TO COMMENCEMENT** OF WORK ON SITE.

• **ALL PRINCIPAL CONTRACTORS** THAT QUALIFY TO NOTIFY MUST DO SO EVEN IF ANOTHER PRINCIPAL CONTRACTOR ON THE SAME SITE HAD DONE SO PRIOR TO THE COMMENCEMENT OF WORK

## **12.2 CONSTRUCTION**

### **12.2.1 STANDARD SPECIFICATIONS**

The following specifications shall apply for the construction of the Works.

- (a) SABS 1200 - Standardized Specification for Civil Engineering Construction
- SANS 294:2004 - Construction Procurement Processes, Methods and Procedures
- SANS 1914:2002 - Targeted Construction Procurement
- SANS 1921:2004 - Construction and Management Requirements for Works Contracts
- SANS 10403:2003 - Formatting and Compilation of Construction Procurement Documents
- SANS 10396:2003 - Implementing Preferential Construction Procurement Policies Using Targeted Procurement Procedures.
- (b) Procurement Document: The Procurement Document, , project specifications, schedule of quantities, the form of tender and other documents.
- (c) Contract Drawings as submitted by the Contractor.

### **12.2.2 PROJECT SPECIFICATIONS: ADDITIONAL SPECIFICATIONS**

#### **a). Protection of Infrastructure**

The Contractor must identify and protect all underground, on the ground and overhead service infrastcure that may exist in the construction area. Ekurhuleni Metropolitan Municipality can be contacted to assist with these information. The Council for Geoscience is aware of a Municipal sewer pipeline that runs parallel to the construction area. The contractor must mark and protect this infrastructure as with others that may exist in the area.

## **13. ADHERENCE TO REGULATIONS/MANUALS AND PROCEDURES**

The service provider must adhere to Council for Geoscience's relevant quality and safety procedures and requirements as it relates to data capture, fieldwork and sample collection outlined by the project under the various tasks when fulfilling the scope of work.

#### **14. DISQUALIFICATION OF BIDDERS**

Bidders who do not meet the full technical requirements will be disqualified from the bidding process.

#### **15. CANCELLATION AND MODIFICATION OF TENDER**

The Council for Geoscience reserves the right to cancel or modify this tender. Any decision to modify the tender document shall be communicated to all prospective Bidders. Failure to adhere to modifications or addendums will constitute a disqualification.

#### **16. PAYMENTS**

The Council for Geoscience will only pay for products that meet the minimum quality standards as set in this specifications document. The Council for Geoscience pays 30 days after receipt of a valid tax invoice/statement.

#### **17. TENDER COMMUNICATION**

Technical and tender questions can be directed to Ms Sasavona Chauke at [schauke@geoscience.org.za](mailto:schauke@geoscience.org.za).

#### **18. SUBMISSION OF PROPOSALS**

Bid documents may either be courier to 280 Pretoria Street, Silverton, Pretoria, 0001 OR placed in the tender box before the closing date and time.

Bid documents will only be considered if received by the Council for Geoscience before the closing date and time, regardless of the method used to send or deliver such documents to the Council for Geoscience.

Bidders are required to submit three (3) copies of each file, one (1) original and two copies

Closing date: 25 November 2022 at 11:00am.

#### **19. PRESENTATION/DEMONSTRATION**

The Council for Geoscience reserves the right to request presentations/demonstrations from the short-listed Bidders as part of the bid evaluation process.

**All tender applications will be evaluated according to the following process:**

1. Administrative evaluation (to determine whether the documentation has been completed correctly).
2. Pre-qualification Evaluation
3. Mandatory Evaluation
4. Functional Evaluation Criteria
5. Price and BBBEE

*The Council for Geoscience retains the right not to award the tender to the lowest Bidder.*

## 20. EVALUATION AND SELECTION CRITERIA

The Council for Geoscience has set minimum standards (Gates) that a Bidder needs to meet in order to be evaluated and selected as a successful Bidder. The minimum standards consist of the following:

<b>Administrative Evaluation Criteria (Gate 0)</b>	<b>Pre-qualification Evaluation (Gate 1)</b>	<b>Mandatory Evaluation Criteria (Gate 2)</b>	<b>Functional Evaluation Criteria (Gate 3)</b>	<b>Price and BBEE evaluation Criteria (Gate 4)</b>
Only bidders who fully complied with the administrative requirements and submitted all required documents will proceed to Gate 1	Only bidders who are Exempted Micro Enterprises with a level 1 B-BBEE contributor & Qualifying Small Enterprises with level 1 B-BBEE contributor will proceed to Gate 2	Only bidders who fully comply with the mandatory requirements will proceed to Functional Evaluation	Only bidders who obtain a minimum score of 70 points will be considered for further evaluation on Price and BBEE.	Price and BBEE

**Table 1: Documents that must be submitted for Administration**

Document that must be submitted	Non-submission may result in disqualification?	
Invitation to Bid – SBD 1	YES	Complete and sign the supplied SBD 1 form.
Tax Status	YES	i. Written confirmation that SARS may on an on-going basis during the tenure of the contract disclose the Bidder's tax compliance status. ii. Proof of Registration on the Central Supplier Database iii. Vendor number. iv. Certificate, the Central Supplier Database (CSD) verification outcome will take precedence.
Declaration of Interest – SBD 4	YES	Complete and sign the supplied SBD 4 form.
Preference Point Claim Form – SBD 6.1	YES	Complete and sign the supplied SBD 6.1 form.
Registration on Central Supplier Database (CSD)	YES	The companies must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered, proceed to complete the registration of your company prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number. Submit proof of registration.
Pricing Schedule	YES	Submit full details of the pricing proposal.

## 21. EVALUATION

### Stage 1 – Price Evaluation (80 Points)

Criteria	Points
Price Evaluation  $P_s = 80 \left( 1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$	20

The following formula will be used to calculate the points for price:



Where

Ps = Points scored for comparative price of bid under consideration

Pt = Comparative price of bid under consideration

Pmin = Comparative price of lowest acceptable bid

**Stage 2 – BBBEE Evaluation (20 Points)**

**Stage 3 (80 + 20 = 100 points)**

The Price and BBBEE points will be consolidated.

**BBBEE points allocation**

A maximum of 20 points may be allocated to a Bidder for attaining its BBBEE status level of contributor in accordance with the table below:

BBBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

BBBEE points may be allocated to Bidders on submission of the following documentation or evidence:

- A duly completed Preference Point Claim Form: Standard Bidding Document (SBD 6.1); and
- BBBEE Certificate.

## 22. PRE-QUALIFICATION CRITERIA

The tender contains prequalification criteria in terms of PPPFA Regulations 2017 to advance certain designated groups for preferential procurement. It means that only the following bidders may respond or will be considered for this bid. The CGS will consider the following pre-qualification criteria:

- Exempted Micro Enterprises with a level 1 B-BBEE contributor
- Qualifying Small Enterprises with level 1 B-BBEE contributor

The following pre-qualification mandatory documents must be submitted for evaluation purposes:

- Valid BBBEE Certificate and or Valid BBBEE Sworn affidavit
- CSD report proving enterprise type

A bid or tender that fails to meet the requirements of the prequalification criteria is an unacceptable and will not be considered for further evaluation.

## 23. MANDATORY REQUIREMENTS

- Proof of CIDB grading with a minimum of 2CE
- Valid COIDA certificate

**NB: Bidders must fully comply with the mandatory requirements, failure to do so will lead to disqualification.**

## 24. Successful bidder will be required to submit the following

- Works Insurance
- 10 per cent performance guarantee
- Health and Safety File

## 25. FUNCTIONAL EVALUATION CRITERIA

All the companies/contractors will be evaluated according to the following:

<b>PREVIOUS EQUIVALENT/RELEVANT PROJECTS COMPLETED BY THE BIDDING COMPANY</b>		
Kindly provide the value of the projects completed and contact details of the clients. Failure to provide these would lead to the bidder given a score of 0. It is compulsory to include signed practical/final completion certificates of these projects. Failure to provide these would lead to the bidder given a score of 0.		
	<b>Description – cost of the civil works completed.</b>	<b>Score (S<sub>1</sub>)</b>
1	The Bidder has not completed any civil work project (s) worth at least R 2 million.	0
2	The Bidder has completed civil work project (s) valued between R 2 million to R 4 million.	10
3	The Bidder has completed civil work project (s) valued above R 4 million.	15
<b>SUBTOTAL</b>		<b>15</b>

	Description – number of civil works completed.	Score (S <sub>2</sub> )
1	The Bidder has not completed any civil works.	0
2	The Bidder has completed 1 to 4 civil work projects.	10
3	The Bidder has completed 5 or more civil works projects.	15
	<b>SUBTOTAL</b>	<b>15</b>

	<b>KEY PERSONNEL AND CURRICULUM VITAE (CV)</b> Kindly provide detailed CVs of the proposed personnel indicating details of projects (including start and end date of the project) in which they were involved and roles. Failure to provide Originally Certified Copies of qualifications would lead to the bidder given a score of 0	
	<b>Description – Project Site Agent</b>	<b>Score (S<sub>3</sub>)</b>
1	The bidder did not provide a CV for the Project Site Agent	0
2	The bidder provided a CV for the Project Site Agent with less than 3 years' experience and having a National Diploma in Civil Engineering	15
3	The bidder provided a CV for the Project Site Agent with greater than or equal to 3 years' experience and having a National Diploma in Civil Engineering	20
	<b>SUBTOTAL</b>	<b>20</b>
	<b>Description – Health and Safety Officer</b>	<b>Score (S<sub>4</sub>)</b>
1	The bidder did not provide a CV of the Health and Safety Officer or provided a CV of the Health and Safety Officer without the minimum qualifications as set below.	0
2	The bidder provided a CV for the Health and Safety Officer with less than 3 years' experience with a SACPCMP registration certificate (CHSO) or a National Diploma in Safety Management or Samtrac or Nebosh.	10
3	The bidder Provided a CV for a health and safety officer with greater than or equal 3 years' experience with a SACPCMP registration certificate (CHSO) or a National Diploma in Safety Management or Samtrac or Nebosh.	15
	<b>SUBTOTAL</b>	<b>15</b>

	<b>PROPOSED CONSTRUCTION SCHEDULE</b>	
	<b>Description – Preliminary construction schedule</b>	<b>Score (S<sub>5</sub>)</b>
1	The bidder has not provided a construction schedule or has provided a schedule exceeding 4 months.	0
2	The bidder has provided a construction schedule not exceeding a period of 4 months, with minimum of 3 of the following project activities. <ul style="list-style-type: none"> <li>○ Site Establishment</li> <li>○ Site Clearance</li> <li>○ Bulk Earthworks</li> </ul>	10

	<ul style="list-style-type: none"> <li>o Concrete Works</li> <li>o Final clearance and handover</li> </ul>	
3	<p>The bidder has provided a construction schedule not exceeding a period of 4 months, with the following minimum project activities.</p> <ul style="list-style-type: none"> <li>o Site Establishment</li> <li>o Site Clearance</li> <li>o Bulk Earthworks</li> <li>o Concrete Works</li> <li>o Final clearance and handover</li> </ul>	15
<b>SUBTOTAL</b>		<b>15</b>

<b>METHOD STATEMENT</b> Kindly provide a comprehensive Method Statement.		
	<b>Description –</b>	<b>Score (S<sub>6</sub>)</b>
1	The bidder has not provided a method statement or provided a method statement with less than three activities.	0
2	<p>The bidder has provided a method statement that explains three to four of the five project activities below:</p> <ul style="list-style-type: none"> <li>o Site Establishment</li> <li>o Site Clearance</li> <li>o Bulk Earthworks</li> <li>o Concrete Works</li> <li>o Final clearance and handover</li> </ul>	10
3	<p>The bidder has provided a method statement that explains all five project activities below:</p> <ul style="list-style-type: none"> <li>o Site Establishment</li> <li>o Site Clearance</li> <li>o Bulk Earthworks</li> <li>o Concrete Works</li> <li>o Final clearance and handover</li> </ul>	20
<b>SUBTOTAL</b>		<b>20</b>
<b>TOTAL</b>		<b>100</b>

**MINIMUM SCORE: 70**

Bidders that do not obtain a minimum score of 70 points for functionality will be disqualified and will not be considered for further evaluation on Price and BBEE.

## 26. PRICING SCHEDULE

NB: All Quantities in this Schedule are provisional & are subject to re-measurements on site.

Table : Bill of Quantity (BOQ)

<b>BILL OF QUANTITIES</b>					
<b>Maintenance of the Van Ryn Canal</b>					
<b>NO</b>	<b>DESCRIPTION</b>	<b>UNIT</b>	<b>QUANTITY</b>	<b>RATE (R)</b>	<b>AMOUNT (R )</b>
<b>1</b>	<b>SECTION A : PRELIMINARY AND GENERAL ITEMS</b>				
1.1	Contractual Requirements	sum	1		
1.2	Establishment & removal of Equipment on/from Site	sum	1		
1.4	other fixed charge obligations	sum	1		
1.3	Hire of Construction Equipment	sum	1		
1.4	Security	sum	1		
1.5	Day works				
	Labour				
	a) Normal Working Hours	hour			
	b) Overtime, Sundays and Public Holidays	hour			
	<b>TOTAL SECTION A</b>				
<b>2</b>	<b>SECTION B : ENVIRONMENTAL MANAGEMENT</b>				
2.1	Refuse and Waste Control				
	a) Dealing with Domestic Waste	sum	1		
	b) Dealing with Construction Waste	sum	1		
2.2	Erosion Control and Stormwater Management	sum	1		
2.3	Establishment of Spoil Dumps and Stockpiles	sum	1		
2.4	Dust Control	sum	1		
2.5	Rehabilitate Temporary Access Road	sum	1		
	<b>TOTAL SECTION B</b>				
<b>3</b>	<b>SECTION C : EXCAVATION</b>				
3.1	Excavate down to the required depth to put install the gabions	m <sup>3</sup>	108		
	a) Intermediate Excavation	m <sup>3</sup>	750		
	b) Hard Rock Excavation	m <sup>3</sup>	-		<b>Rate Only</b>
3.2	Place and compact selected materials	m <sup>3</sup>	120		
	<b>TOTAL SECTION C</b>				
<b>4</b>	<b>SECTION D: CONCRETE WORKS</b>				

4.1	<b>Formwork</b>				
	a) Installation of form works for concrete (footing and slabs)	m <sup>2</sup>	-		<b>Rate Only</b>
4.2	<b>Concrete</b>				
	a) Supply and Place 40MpaConcrete	m <sup>3</sup>	-		<b>Rate Only</b>
	b) Mass Concrete for Blinding	m <sup>3</sup>	-		<b>Rate Only</b>
4.3	<b>GABION BOXES</b>				
	a) Mesh size (80x100mm).Diameter (2,5mm) - for the gabions	m <sup>2</sup>	1000		
	<b>TOTAL SECTION D</b>				
5	<b>SECTION E: INSTALLATION OF GABIONS</b>				
5.1	Crushed Stone for gabions (min size 100mm; max size 125mm)	m <sup>3</sup>	300		
5.2	Geotextile membrane	m <sup>2</sup>	200		
	<b>TOTAL SECTION E</b>				
6	<b>SECTION F: BACKFILLING WORKS</b>				
6.1	Backfill and compact (along the gabions)	m <sup>3</sup>	50		
6.2	Backfill and compact (holings on Embankment)	m <sup>3</sup>	100		
	<b>TOTAL SECTION F</b>				
7	<b>SECTION G : CLEARING OF THE CANAL</b>				
7.1	Remove debri from inside the Canal	m <sup>3</sup>	5		
7.2	Remove trees or logs from inside the Canal	No.	2		
7.3	Other	m <sup>2</sup>			<b>Rate Only</b>
	<b>TOTAL SECTION G</b>				
8	<b>SECTION H : OCCUPATIONAL HEALTH AND SAFTEY</b>		1		
8.1	Contractor's Initial Obligations i.r.o. the Occupational Health & Safety Act and Construction Regulations	Sum	1		
8.2	Contractor's Time Related Obligations i.r.o. Occupational Health & Safety Act and Construction Regulations	Months	4		
	<b>TOTAL SECTION H</b>				
	Grand Total =				
9	<b>SECTION I:CONTINGENCY FEE</b>				
9.1	Add 15% contingency fee				

## **26.1 Items in Bill Of Quantities**

### **Principle**

The rate or price tendered by the Contractor for a billed item shall be deemed to cover the Contractor's profit plus the cost to him of all labour, Materials, Equipment, and facilities required by him to carry out the operations or activities stated in the relevant Payment Clause of the applicable Specification.

In addition, the cost to the Contractor of carrying out such ancillary and associated activities as the Contractor deems necessary for the completion of the Works in accordance with the said Specification, the Conditions of Contract and the Drawings shall also be deemed to be included.

### **General Section A of the Bill**

The Contractor's charges for completing an item billed in the General Section A of the Bill shall be interpreted to be his rate or price to cover his direct costs plus overheads and to include his profit and all costs and expenses that he requires for the item specified and for all general risks, liabilities and obligations set forth or implied in the documents on which the tender is based.

## **27. TIMEFRAME FOR COMPLETION OF SERVICE**

The CGS requires the appointed bidder to complete the design and construction works in a period of (four) 04 months.

## **28. JOINT VENTURES, CONSORTIUMS AND TRUSTS**

A trust, consortium or joint venture will qualify for points for its BBBEE status level as a legal entity, provided that the entity submits its BBBEE status level certificate.

A trust, consortium or joint venture will qualify for points for its BBBEE status level as an unincorporated entity, provided that the entity submits its consolidated BBBEE scorecard as if it was a group structure and that such a consolidated BBBEE scorecard is prepared for every separate bid.

Bidders must submit concrete proof of the existence of joint ventures and/or consortium arrangements. The Council for Geoscience will accept signed agreements as acceptable proof of the existence of a joint venture and/or consortium arrangement.

The joint venture and/or consortium agreements must clearly set out the roles and responsibilities of the Lead Partner and the joint venture and/or consortium party. The agreement must also clearly identify the Lead Partner, who shall be given the power of attorney to bind the other party/parties in respect of matters pertaining to the joint venture and/or consortium arrangement.

## 29. GENERAL CONDITIONS OF CONTRACT

Any award made to a Bidder under this bid is conditional, amongst others, upon –

- a. The Bidders accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the Council for Geoscience is prepared to enter into a contract with the successful Bidders.
- b. The Bidder submitting the General Conditions of Contract to the Council for Geoscience together with its bid, duly signed by an authorised representative of the Bidder.

## 30. CONTRACT PRICE ADJUSTMENT

Contract price adjustments will be done annually on the anniversary of the contract start date. The price adjustment will be based on the Consumer Price Index Headline Inflation.

STATS SA P0141 (CPI), Table E	Table E – All Items
-------------------------------	---------------------

## 31. SERVICE LEVEL AGREEMENT

- a. Upon award the Council for Geoscience and the successful Bidder will conclude a Service Level Agreement regulating the specific terms and conditions applicable to the services being procured by the Council for Geoscience more or less in the format of the draft Service Level Indicators included in this tender pack.
- b. The Council for Geoscience reserves the right to vary the proposed draft Service Level Indicators during the course of negotiations with a Bidder by amending or adding thereto.
- c. Bidders are requested to:
  - i) Comment on draft Service Level Indicators and, where necessary, make proposals to the indicators;
  - ii) Explain each comment and/or amendment; and
  - iii) Use an easily identifiable colour font or “track changes” for all changes and/or amendments to the Service Level Indicators for ease of reference.
- d. The Council for Geoscience reserves the right to accept or reject any or all amendments or additions proposed by a Bidder if such amendments or additions are unacceptable to the Council for Geoscience or pose a risk to the organisation.
- e. Preliminary service level agreement items:
  - i. Within 48 hours of completing mobilization, a signed-off mobilisation report must be submitted to the Council for Geoscience. This report must be accepted by the CGS Project Manager before any survey operations can proceed. Should any offset changes occur from this point forward, it is to be noted in the survey logs and new patch test values computed and reported on immediately.
  - ii. Comprehensive progress reports will be emailed on a weekly basis to the Council for Geoscience.



- iii. Should any data be received that falls outside the IHO specifications or there are significant motion artefacts in the recorded data (as determined by the CGS project leader), the Council for Geoscience reserves the right to have the supplier re-acquire these data at the supplier's expense.
- iv. The Council for Geoscience will not be held liable for any equipment and/or aircraft failure experienced by the supplier. Should any such eventualities occur, it is the supplier's responsibility to source replacement equipment or facilitate any repairs. All expenses incurred during this time are on the supplier's account.

### **32. SPECIAL CONDITIONS OF THIS BID**

The Council for Geoscience reserves the right:

- a. To award this tender to a Bidder that did not score the highest total number of points, only in accordance with section 2(1)(f) of the PPPFA (Act 5 of 2000).
- b. To negotiate with one or more preferred Bidders identified in the evaluation process, regarding any terms and conditions, including price, without offering the same opportunity to any other Bidders who have not been awarded the status of the preferred Bidders.
- c. To accept part of a tender rather than the whole tender.
- d. To carry out site inspections, product evaluations or explanatory meetings in order to verify the nature and quality of the services offered by the Bidders, whether before or after adjudication of the Bid.
- e. To correct any mistakes at any stage of the tender that may have been in the bid documents or occurred at any stage of the tender process.
- f. To cancel and/or terminate the tender process at any stage, including after the Closing Date and/or after presentations have been made, and/or after tenders have been evaluated and/or after the preferred Bidders have been notified of their status as such.
- g. Award to multiple Bidders based either on size or geographic considerations.

### **33. COUNCIL FOR GEOSCIENCE REQUIRES BIDDERS TO DECLARE**

In the Bidder's Technical response, Bidders are required to declare the following:

Confirm that the Bidders are to: –

- a. Act honestly, fairly and with due skill, care and diligence in the interests of Council for Geoscience;
- b. Have and employ effectively the resources, procedures and appropriate technological systems for the proper performance of the services;
- c. Act with circumspection and treat the Council for Geoscience fairly in a situation of conflicting interests;
- d. Comply with all applicable statutory or common law requirements applicable to the conduct of business;

- e. Make adequate disclosures of relevant material information including disclosures of actual or potential own interests in relation to dealings with the Council for Geoscience;
- f. Avoid fraudulent and misleading advertising, canvassing and marketing;
- g. Conduct their business activities with transparency and consistently uphold the interests and needs of the Council for Geoscience as a client before any other consideration; and
- h. Ensure that any information acquired by the Bidders from the Council for Geoscience will not be used or disclosed unless the written consent of the client has been obtained to do so.

#### **34. CONFLICT OF INTEREST, CORRUPTION AND FRAUD**

The Council for Geoscience reserves its right to disqualify any Bidder who either itself or any of whose members (save for such members who hold a minority interest in the Bidder through shares listed on any recognised stock exchange), indirect members (being any person or entity who indirectly holds at least a 15% interest in the Bidder other than in the context of shares listed on a recognised stock exchange), directors or members of senior management, whether in respect of [Institution name] or any other government organ or entity and whether from the Republic of South Africa or otherwise ("Government Entity")

- a. engages in any collusive tendering, anti-competitive conduct or any other similar conduct, including but not limited to any collusion with any other Bidder in respect of the subject matter of this bid;
- b. seeks any assistance, other than assistance officially provided by a Government Entity, from any employee, advisor or other representative of a Government Entity in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- c. makes or offers any gift, gratuity, anything of value or other inducement, whether lawful or unlawful, to any of the Council for Geoscience officers, directors, employees, advisors or other representatives;
- d. makes or offers any gift, gratuity, anything of any value or other inducement, to any Government Entity's officers, directors, employees, advisors or other representatives in order to obtain any unlawful advantage in relation to procurement or services provided or to be provided to a Government Entity;
- e. accepts anything of value or an inducement that would or may provide financial gain, advantage or benefit in relation to procurement or services provided or to be provided to a Government Entity;
- f. pays or agrees to pay to any person any fee, commission, percentage, brokerage fee, gift or any other consideration that is contingent upon or results from the award of any tender, contract, right or entitlement which is in any way related to procurement or the rendering of any services to a Government Entity;

- g. has in the past engaged in any matter referred to above; or
- h. has been found guilty in a court of law on charges of fraud and/or forgery, regardless of whether or not a prison term was imposed and despite such Bidder, member or director's name not specifically appearing on the List of Tender Defaulters kept at National Treasury.

### **35. MISREPRESENTATION DURING THE LIFECYCLE OF THE CONTRACT**

- a. The Bidder should note that the terms of its tender will be incorporated in the proposed contract by reference and that the Council for Geoscience relies upon the Bidder's tender as a material representation in making an award to a successful Bidder and in concluding an agreement with the Bidder.
- b. It follows therefore that misrepresentations in a tender may give rise to service termination and a claim by the Council for Geoscience against the Bidder notwithstanding the conclusion of the Service Level Agreement between the Council for Geoscience and the Bidder for the provision of the service in question.
- c. In the event of a conflict between the Bidder's proposal and the Service Level Agreement concluded between the parties, the Service Level Agreement will prevail.

### **36. PREPARATION COSTS**

The Bidder will bear all its costs in preparing, submitting and presenting any response or tender to this bid and all other costs incurred by it throughout the bid process. Furthermore, no statement in this bid will be construed as placing the Council for Geoscience, its employees or agents under any obligation whatsoever, including in respect of costs, expenses or losses incurred by the Bidders in the preparation of their response to this bid.

### **37. INDEMNITY**

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

### **38. PRECEDENCE**

This document will prevail over any information provided during any briefing session whether oral or written, unless such written information provided expressly amends this document by reference.

### **39. LIMITATION OF LIABILITY**

A Bidder participates in this bid process entirely at its own risk and cost. The Council for Geoscience shall not be liable to compensate a Bidder on any grounds whatsoever for any costs incurred or any damages suffered as a result of the Bidder's participation in this bid process.

### **40. TAX COMPLIANCE**

No tender shall be awarded to a Bidder who is not tax compliant. The Council for Geoscience reserves the right to withdraw an award made or cancel a contract concluded with a successful Bidder in the event that it is established that such Bidder was in fact not tax compliant at the time of the award, or has submitted a fraudulent Tax Clearance Certificate to the Council for Geoscience or whose verification against the Central Supplier Database (CSD) proves non-compliant. The Council for Geoscience further reserves the right to cancel a contract with a successful Bidder in the event that such Bidder does not remain tax compliant for the full term of the contract.

### **41. TENDER DEFAULTERS AND RESTRICTED SUPPLIERS**

No tender shall be awarded to a Bidder whose name (or any of its members, directors, partners or trustees) appears on the Register of Tender Defaulters kept by National Treasury, or who have been placed on National Treasury's List of Restricted Suppliers. The Council for Geoscience reserves the right to withdraw an award or cancel a contract concluded with a Bidder should it be established, at any time, that a Bidder has been blacklisted with National Treasury by another government institution.

### **42. GOVERNING LAW**

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

### **43. RESPONSIBILITY FOR SUB-CONTRACTORS AND BIDDER'S PERSONNEL**

A Bidder is responsible for ensuring that its personnel (including agents, officers, directors, employees, advisors and other representatives), its sub-contractors (if any) and personnel of its sub-contractors comply with all terms and conditions of this bid. In the event that the Council for Geoscience allows a Bidder to make use of sub-contractors, such sub-contractors will at all times remain the responsibility of the Bidder and the Council for Geoscience will not under any circumstances be liable for any losses or damages incurred by or caused by such sub-contractors.

#### **44. CONFIDENTIALITY**

Except as may be required by operation of law, by a court or by a regulatory authority having appropriate jurisdiction, no information contained in or relating to this bid or a Bidder's tender(s) will be disclosed by any Bidder or other person not officially involved with the Council for Geoscience's examination and evaluation of a tender.

No part of the bid may be distributed, reproduced, stored or transmitted, in any form or by any means, electronic, photocopying, recording or otherwise, in whole or in part except for the purpose of preparing a tender. This bid and any other documents supplied by the Council for Geoscience remain proprietary to the Council for Geoscience and must be promptly returned to the Council for Geoscience upon request together with all copies, electronic versions, excerpts or summaries thereof or work derived there from.

Throughout this bid process and thereafter, Bidders must secure the Council for Geoscience's written approval prior to the release of any information that pertains to (i) the potential work or activities to which this bid relates; or (ii) the process which follows this bid. Failure to adhere to this requirement may result in disqualification from the bid process and civil action.

#### **45. COUNCIL FOR GEOSCIENCE PROPRIETARY INFORMATION**

Bidders will on their bid cover letter make a declaration that they did not have access to any Council for Geoscience proprietary information or any other matter that may have unfairly placed that Bidder in a preferential position in relation to any of the other Bidders.

#### **46. AVAILABILITY OF FUNDS**

Should funds no longer be available to pay for the execution of the responsibilities of this bid RFP, the Council for Geoscience may terminate the Agreement at its own discretion or temporarily suspend all or part of the services by notice to the successful Bidder who shall immediately make arrangements to stop the performance of the services and minimise further expenditure, provided that the successful Bidder shall thereupon be entitled to payment in full for the services delivered up to the date of cancellation or suspension.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: ..... BID NO.: CGS-2022-017S

CLOSING TIME 11:00

CLOSING DATE: 2022/11/25

OFFER TO BE VALID FOR 120 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder: .....

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
.....	.....	.....	R .....
TOTAL: R.....			.....

6. Period required for commencement with project after acceptance of bid .....  
 7. Estimated man-days for completion of project .....  
 8. Are the rates quoted firm for the full period of contract? \*YES/NO  
 9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index. ....  
 .....  
 .....  
 .....

Any enquiries regarding bidding procedures may be directed to:

Sasavona Chauke  
 Supply Chain Management  
 280 Pretoria Street  
 Silverton  
 Pretoria  
 0001

Tel: 012 841 1059

## BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

---

<sup>1</sup> the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.



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

2.2.1 If so, furnish particulars:

.....  
 .....

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

2.3.1 If so, furnish particulars:

.....  
 .....

### 3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

---

<sup>2</sup> Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

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

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

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

.....  
Signature Date

.....  
Position Name of bidder

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

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

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

### 1. GENERAL CONDITIONS

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

## 2. DEFINITIONS

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

### 3. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

$$P_s = 80 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left( 1 - \frac{Pt - P_{\min}}{P_{\min}} \right)$$

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

$P_{min}$  = Price of lowest acceptable bid

#### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

## 5. BID DECLARATION

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

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

- 6.1 B-BBEE Status Level of Contributor:..... = .....(maximum of 10 or 20 points)  
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

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

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

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

Black people who are military veterans		
<b>OR</b>		
Any EME		
Any QSE		

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

**8.4 TYPE OF COMPANY/ FIRM**

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a

fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –

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

WITNESSES

1. ....

2. ....

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

DATE: .....

ADDRESS .....

.....

.....

# **THE NATIONAL TREASURY**

**Republic of South Africa**



---

## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**



**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

- (i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
- (ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

## **General Conditions of Contract**

### **1. Definitions**

1. The following terms shall be interpreted as indicated:
  - 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
  - 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
  - 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
  - 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
  - 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
  - 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
  - 1.7 "Day" means calendar day.
  - 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
  - 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
  - 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
  - 1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General**

- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards**

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

**5. Use of contract documents and information; inspection.**

- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights**

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

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

**9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
  - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
  - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

#### **15. Warranty**

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

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

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

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

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



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

**16. Payment**

- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices**

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

**18. Contract amendments**

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

**19. Assignment**

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

**20. Subcontracts**

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

**21. Delays in the supplier's performance**

- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

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

**24. Anti-dumping  
and countervailing  
duties and rights**

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

may be due to him

**25. Force  
Majeure**

- 25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
  - (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of  
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	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.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	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.
<b>32. Taxes and duties</b>	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.
<b>33. National Industrial Participation Programme (NIP)</b>	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.
<b>34 Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)