

## SUMMARY OF TENDER

|                                                                                                                                                                                                            |                                                                                                                                                                                                                                                                                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| 1. Assignment:                                                                                                                                                                                             | Alexkor SOC Limited in Alexander Bay, Northern Cape requires a suitable service a Multi-Disciplinary Service Provider to Undertake the Alexander Bay Township Handover Feasibility Study and Develop a Phased Implementation Plan for Transfer to the Richtersveld Municipality. |
| 2. Name of the responsible unit:                                                                                                                                                                           | Supply chain management unit                                                                                                                                                                                                                                                     |
| 3. Address for submitting bid proposals and other correspondence:                                                                                                                                          | Alexkor Richtersveld Mining Company (RMC)<br>Pooling and Sharing Joint Venture (PSJV)<br>1 Orange Road<br>Alexander Bay<br>8290                                                                                                                                                  |
| 4. Telephone number:                                                                                                                                                                                       | (027) 831 8341                                                                                                                                                                                                                                                                   |
| 5. Email:                                                                                                                                                                                                  | tenders@alexkor.co.za                                                                                                                                                                                                                                                            |
| 6. Attention:                                                                                                                                                                                              | Khwezi Finini                                                                                                                                                                                                                                                                    |
| 7. Closing Date & Time for submission:                                                                                                                                                                     | <b>15 October 2026 at 12h00 mid-day</b>                                                                                                                                                                                                                                          |
| 8. Bid description:                                                                                                                                                                                        | A Multi-Disciplinary Service Provider to Undertake the Alexander Bay Township Handover Feasibility Study and Develop a Phased Implementation Plan for Transfer to the Richtersveld Municipality                                                                                  |
| 9. Bid number:                                                                                                                                                                                             | <b>ALEX RFP 10/2026</b>                                                                                                                                                                                                                                                          |
| 10. Compulsory physical site visit and briefing session: Note, if the bidder did not attend, that bidder will not be considered for this bid.<br>(Mining PPE will be required and Proof of Identification) | <b>1<sup>st</sup> of October 2026, time 10h00 morning, address is indicated in no. 3 above</b>                                                                                                                                                                                   |

## **1. BACKGROUND**

### **1.1 Alexkor SOC Limited**

Alexkor SOC Limited Company, with Registration Number 1992/006368/30, was established in terms of the Alexkor Limited Act, No. 116 of 1992, as amended by the Alexkor Amendment Act, No. 29 of 2001. The Company is listed as a Schedule 2 public entity, wholly owned by the Government through the Minister of Mineral Resources as the Shareholder representative. The group comprises Alexkor SOC Limited, the Rehabilitation Trust, and The Pooling Sharing Joint Venture, which is an unincorporated Joint Venture between Alexkor SOC Limited and Richtersveld Mining Community ("RMC") Pty Ltd formed by the DoS (Deed of Settlement). The PSJV's operations are based in Alexander Bay and Port Nolloth, both in the Northern Cape Province.

The core business of the PSJV is the mining of diamonds on land, on beaches, and in the sea along the north-west coast of South Africa. These activities are complemented by geology, exploration, ore reserve planning, and environmental management.

### **1.2 Project Description**

Alexkor SOC Limited is committed to contributing to socio-economic transformation in South Africa and will therefore be applying a preference system for BBBEE compliance in line with the Preferential Procurement Policy Framework Act, (Act No. 5) of 2000, the Broad-Based Black Economic Empowerment Amendment Act, (Act No. 46) of 2013 and the Preferential Procurement Regulations 2022.

## **2. GENERAL GUIDELINES**

Completed tender submissions should be hand delivered in a sealed envelope and deposited in the Tender Box at Alexkor RMC PSJV, at the address reflected on page 1 of this document. All envelopes should be sealed and clearly marked. All enquiries should be in writing and must be directed to: [tenders@alexkor.co.za](mailto:tenders@alexkor.co.za) or the attention of Mr. K. Finini. The enquiries will be consolidated and Alexkor Soc Limited will issue one written response, and such response will be emailed to all the bidders. The enquiries will be allowed until the **6 October 2026**, time 12h00 mid-day.

### **2.1 Terms of Reference (ToR)**

The purpose of this bid is to appoint a suitably qualified and independent service provider to:

- Conduct a comprehensive technical, legal, financial, and institutional assessment of the Alexander Bay township; and
- Develop a practical, phased, and costed Implementation Plan to enable the transfer of the township to the Richtersveld Municipality in accordance with the Deed of Settlement (DoS).

### **2.2 Submission of Proposals**

2.2.1. The bid should be hand delivered or couriered to the address specified on page 1 of this document and it should be clearly marked as:

**"A Multi-Disciplinary Service Provider to Undertake the Alexander Bay Township Handover Feasibility Study and Develop a Phased Implementation Plan for Transfer to the Richtersveld Municipality"**

- 2.2.2. The closing date for the submission of bids is **15 October 2026 at 12h00 mid-day**.
- 2.2.3. The tender box is only available for deposit of the proposal during working hours (08h00 to 16h00).
- 2.2.4. The bid closing date, bidder name, and the return address must be indicated on the envelope.
- 2.2.5. If a courier service company is used for delivery of the bid response, the bid description must be indicated on the delivery note/courier packaging, and the courier must ensure that documents are placed/deposited into the tender box. Alexkor SOC Limited will not be held responsible for any delays where bid documents are handed to Alexkor SOC Limited receptionist.
- 2.2.6. Where a bid response is not in the box at the time of the bid closing, such a bid document will be regarded as a late bid.
- 2.2.7 It is Alexkor SOC Limited policy not to consider late bids for tender evaluation.
- 2.2.8 Bidders are requested to submit one (1) original and 1 (one) copy of the bid. No email responses will be considered.
- 2.2.9 **Bidders should adhere to the following:**
  - 2.2.9.1 No costs have been prescribed for the Bidding Document.
  - 2.2.9.2 All proposals must be priced in ZAR, inclusive of VAT.
  - 2.2.9.3 If the bid does not include all the required information, the bid will be considered invalid.
  - 2.2.9.4 The price must remain valid for a period of one hundred and twenty (120) days from the date of submission.

### **2.3. Costs to be borne by Service Provider**

All expenses incurred by the bidders in any way associated with the development, preparation, and submission of responses and providing any additional information required by Alexkor SOC Limited will be borne entirely and exclusively by the service provider.

### **2.3 No Legal Relationship**

No binding legal relationship will exist between any of the bidders and Alexkor SOC Limited until the execution of a signed Service Level Agreement (SLA). The Terms of Reference (ToR) document will form part of any such contract or arrangement.

### **2.4 Evaluation of the proposals**

Each bidder acknowledges and accepts that Alexkor SOC Limited may, at its absolute discretion, apply selection criteria specified in this document for the evaluation of proposals for shortlisting/selecting the eligible bidder(s).

## **3. INSTRUCTIONS FOR PROPOSALS**

### **3.1 Format of your Proposal**

The proposal should be presented in two sections: i.e. the Technical Proposal and the Financial Proposal.

### 3.1.1 Technical Proposal format

Bidders must structure their financial proposal as per the format indicated below.

| Project Phase                          | Key Deliverables                                                                                              | Estimated Duration | Cost (ZAR, VAT Inclusive) |
|----------------------------------------|---------------------------------------------------------------------------------------------------------------|--------------------|---------------------------|
| Phase 1: Diagnostic Assessment         | Infrastructure condition assessment, property audit, legal/regulatory gap analysis, stakeholder consultations |                    |                           |
| Phase 2: Financial & Legal Structuring | Detailed cost estimation, funding model, legal structuring of transfers                                       |                    |                           |
| Phase 3: Implementation Plan           | Phased execution roadmap, institutional arrangements, procurement strategy                                    |                    |                           |
| Phase 4: Reporting & Validation        | Draft reports, final consolidated Implementation Plan, Board presentation pack                                |                    |                           |
| <b>Subtotal (Project Phases)</b>       |                                                                                                               |                    |                           |
|                                        |                                                                                                               |                    |                           |
|                                        |                                                                                                               |                    |                           |
| <b>Item</b>                            | <b>Unit Rate (ZAR)</b>                                                                                        | <b>Quantity</b>    | <b>Total (ZAR)</b>        |
| Mileage (per km)                       |                                                                                                               | 3000               |                           |
| Printing & Documentation               |                                                                                                               | 500 pages          |                           |
| Accommodation & Travel                 |                                                                                                               | 50 nights          |                           |
| Other (specify)                        |                                                                                                               |                    |                           |
| <b>Subtotal (Disbursements)</b>        |                                                                                                               |                    |                           |
|                                        |                                                                                                               |                    |                           |
|                                        |                                                                                                               |                    |                           |
| <b>Component</b>                       | <b>Total (ZAR, VAT Inclusive)</b>                                                                             |                    |                           |
| <b>Project Phases Subtotal</b>         |                                                                                                               |                    |                           |
| <b>Disbursements Subtotal</b>          |                                                                                                               |                    |                           |
|                                        |                                                                                                               |                    |                           |
| <b>Grand Total Bid Price</b>           |                                                                                                               |                    |                           |

### 3.1.2 Technical Approach

The bidders should adhere to the Terms of Reference.

## **4. SCOPE OF SERVICES/WORKS/GOODS.**

### **4.1 General Description of the Site Services**

In terms of the Deed of Settlement, Alexkor SOC Ltd carries the responsibility of transforming the former mining compound into a fully functional township, ensuring that the area is not only habitable but also equipped with the necessary infrastructure to support a thriving community. This mandate extends further to the transfer of land, infrastructure, and properties to the relevant stakeholders, which include the Richtersveld Communal Property Association (CPA), the Richtersveld Municipality, as well as National and Provincial Departments.

These transfers are intended to empower local governance structures and communities by giving them ownership and control over resources that are vital for sustainable development.

The scope of works for this tender requires the appointed service provider to conduct a comprehensive analysis of the current status of Alexander Bay. The township has already been incorporated into the Richtersveld Municipality but the outstanding assignment is the transfer/acceptance of services, assets and specified properties. Based on this assessment, the service provider must then develop a practical, phased, and costed Implementation Plan that outlines the steps, timelines, and resources necessary to enable the successful transfer of the township infrastructure to the Richtersveld Municipality in line with relevant regulations and standards. This plan should ensure sustainability, transparency, and inclusivity, while also addressing the roles of key stakeholders such as the Richtersveld Communal Property Association (CPA), the Municipality, and relevant National and Provincial Departments.

In general, the Service Provider will, amongst others, but not limited to, be responsible for the following:

### **4.2 Technical & Infrastructure**

- Assess the current condition of all municipal infrastructure, including:
  - Water, sanitation, electricity, roads, storm-water, and waste systems including an asset-by-asset condition assessment and verify list of assets (**ANNEXURE A**), including location/GIS reference, ownership, age, capacity, remaining useful life, defects, compliance status, photographs, replacement value, recommended intervention and priority
  - Including boreholes and raw-water supply, water-use authorisation, reservoirs/reticulation, pump stations, wastewater treatment works and sewage ponds, landfill, streetlights, transformers/distribution boards, parks/sports facilities, cemetery, municipal buildings and the maintenance fleet. Specialist testing where necessary, consistent with Department of Water and Sanitation(DWS) advice.
- Determine the cost to restore infrastructure to municipal compliance standards
  - The appointed service provider must agree on applicable standards and assessment protocols with the Municipality and relevant regulators at inception. Costs should distinguish urgent safety/compliance works, refurbishment, replacement, routine maintenance and lifecycle renewal, with quantities, rates, escalation, contingencies and assumptions.

### **4.3 Property & Land Transfers**

- Verify and categorise all properties:
  - Residential (±500 houses)
  - Government facilities - including schools, churches, hospital/clinic, police station and any other public facilities. The assessment should confirm the correct receiving department/entity, transfer instrument and acceptance requirements for each facility.
- Municipal infrastructure
  - In general, the service provider will be required to, for all infrastructure, do a reconciliation of the property schedule, deeds records and current occupation, with a property-by-property transfer register identifying title, beneficiary/transferee, encumbrances, servitudes, occupancy and outstanding actions.
- Assess transfer readiness
  - Assess clear transfer-readiness criteria and a recommendation for each property/asset: transfer as-is, transfer subject to recorded defects/obligations, or upgrade before transfer. The analysis should allocate cost, risk and responsibility and should not assume that an "as-is" transfer extinguishes statutory or DoS obligations.

### **4.4 Legal & Regulatory Compliance**

- Review compliance with all relevant acts and regulations including:
  - Deed of Settlement (DoS)
  - Municipal Systems Act
  - Mineral and Petroleum Resources Development Act
  - National Environmental Management Act and related authorisations
  - Constitution
  - National water act
  - Water services act
  - Electrical services act/National Energy Regular of South Africa requirements
  - National environmental management: Waste act
  - Deeds registration act
  - Local by-laws
- Identify legal risks, including:
  - Analysis of the DoS with regards to this assignment including an independent clause-by-clause legal analysis of Clause 7 and related schedules, identifying obligations performed, outstanding obligations, dependencies, legal options and risks.
- Environmental compliance – the assessment must include a licence/authorisation transfer matrix, compliance status, remediation actions, application lead times and regulator engagement.

### **4.5 Financial & Funding Model**

- Develop a detailed cost model (CAPEX and OPEX)
  - Produce a transparent, editable model with base date, quantities, unit rates, escalation, VAT, professional fees, contingencies, annual OPEX/lifecycle costs and scenario/sensitivity analysis. Separate the cost of achieving transfer readiness from the Municipality's post-transfer operating burden.

- Quantify:
  - Infrastructure refurbishment costs
  - Housing upgrade requirements
  - Conveyancing and transfer costs
- Propose funding mechanisms, including:
  - Propose a funder map showing programme, eligibility, application owner, submission requirements, approval lead time and funding gap. Include a schedule for engagement with relevant National/Provincial Departments and distinguish confirmed, probable and aspirational funding
  - Phased funding aligned to Medium Term Expenditure Framework

#### **4.6 Institutional & Governance Assessment**

- Assess:
  - Municipal readiness to accept assets. Define readiness across technical capacity, staffing, fleet, budgets, tariffs/revenue, licences, asset-register recognition, Operation and Maintenance plans and Council approvals. The assessment should be undertaken jointly with the Municipality and culminate in written acceptance criteria and a negotiated transitional/service agreement.
  - Other government departments
- Produce a stakeholder map and RACI matrix covering Alexkor SOC Limited where relevant, Richtersveld Municipality, CPA, DMPR, DWS, Department of Forestry, Fisheries and Environment, Department of Co-operative Governance, Humans Settlement and Traditional Affairs/Municipal Infrastructure Support Agent, Eskom, NERSA, Public Works, Provincial Departments and affected occupants. Include a Steering Committee governance and consultation protocol.

#### **4.7 Implementation Planning**

- Develop a 5-year phased implementation plan. The 5-year plan should establish a prioritised baseline, annual targets, dependencies, statutory approval lead times, responsible owner, funding source, decision gates, measurable completion criteria and contingency actions. It should also identify urgent health, safety and environmental interventions that cannot wait for the full transfer.
- Produce a work-plan which includes:
  - Gantt chart
  - Prioritised work streams
  - Budget envelopes
  - Risk-adjusted sequencing

#### **4.8 Phased Execution of Works**

The appointed service provider will have a phased approach in the execution of the works. The work will be executed in the phases below:

### **Phase 1: Diagnostic Assessment**

- Infrastructure condition assessment (engineering-based)
- Property audit and verification
- Legal and regulatory gap analysis
- Stakeholder consultations

### **Phase 2: Financial & Legal Structuring**

- Detailed cost estimation
- Funding model development
- Legal structuring of transfers (including feasibility of R1 transfers)
- Assess legal and tax/accounting confirmation of the authority and mechanism for any nominal-value transfer, including Public Finance Management Act /Municipal Finance Management Act approvals, asset-disposal requirements, valuation implications, conditions precedent and treatment of liabilities.

### **Phase 3: Implementation Plan**

- Phased execution roadmap
- Institutional arrangements
- Procurement strategy aligned to PFMA and Supply Chain Management prescripts

### **Phase 4: Reporting & Validation**

- Draft reports for stakeholder review
- Stakeholder validation workshop including a formal comment-and-response register.
- Final consolidated Implementation Plan
- Presentation to:
  - Alexkor Board
  - Department of Minerals Petroleum and Resources
  - Steering committee

#### **4.9.1 Key Deliverables**

The service provider must deliver:

1. Inception Report
2. Diagnostic / Conditional Assessment Report
3. Infrastructure Condition & Cost Report
4. Legal & Compliance Report
5. Financial Model & Funding Strategy
6. Draft Implementation Plan (5-year horizon)
7. Final Integrated Implementation Plan, including:
  - Gantt chart
  - Budget framework (MTEF-aligned)
  - Risk register (PFMA)
8. Editable source files, supporting data, drawings/GIS layers, photographs, models, registers and an executive decision memorandum.
9. Board Presentation Pack.

#### **4.9.2. Required Expertise**

The service provider must have the following:

- Multi-disciplinary capability including:
  - Civil and municipal engineering
  - Town planning
  - Quantity Surveying
  - Property and conveyancing law
  - Environmental compliance - an appropriately qualified environmental assessment practitioner/specialist with demonstrable experience in water, wastewater and waste licensing/compliance
  - Public sector financial modelling
  - Infrastructure planning
- Proven experience in:
  - Township establishment or municipal transfers
  - Infrastructure projects in mining communities
  - State-owned entity or public sector projects

### **5. STANDARD REQUIREMENTS OF THE BID**

#### **5.1 Disclosures**

5.1.1 The bidder must disclose:

- If they are or have been the subject of any proceedings relating to bankruptcy/insolvency.
- If they have been convicted of, or are the subject of any proceedings relating to:
- A criminal offence or other offence involving activities of a criminal nature in its organization, or found by any regulator or professional body to have committed professional misconduct.
- Corruption, including the offer or receipt of any incentive of any kind in relation to obtaining any contract with any contracting authority.
- Failure to fulfill any obligation in any jurisdiction relating to the payment of taxes and other legal obligations.
- Any other information that is relevant.

5.1.2. If a bidder or related company, or any individual, discloses details of any previous misconduct or complaint, Alexkor SOC Limited will seek an explanation and background details. At the sole discretion of Alexkor SOC Limited, an assessment as to whether the bidder will be allowed to continue to the next phase of the evaluation phase will be made.

5.1.3 Disclosure extends to any company in the same group of the bidder, including but not limited to parent, subsidiary, and related parties, companies with common shareholders (whether director or indirect) and parties with whom the bidder is associated in respect of this tender.

#### **5.2 Disclaimer**

Alexkor SOC Limited reserves the right not to appoint a service provider and to:

- Award the contract or any part thereof to one or more service providers;

- Reject all the bids;
- Decline to consider any bids that do not conform to any aspect of the bidding requirements;
- Request further information from any bidder after the closing date for clarity purposes;
- Cancel this bid or any part thereof at any time; and
- Should any of the above occur, it will be communicated in writing to all the bidders.

### 5.3 Confidentiality

- Bids submitted will not be disclosed to any other bidders.
- All information pertaining to Alexkor SOC Limited obtained by the bidder as a result of participation in this RFP is confidential.

### 5.4 Disqualification

Any form of canvassing/lobbying/influence regarding the bid will result in disqualification.

## 6. EVALUATION CRITERIA

Bids will be evaluated in three (3) stages.

### Stage 1-Administrative Compliance.

This entails the initial screening of bid responses received at close of the bid. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all the mandatory requirements.

The following mandatory documents must be submitted for the first stage of evaluation:

- Compulsory site visit and briefing session
- Copy of the company registration documents.
- Copies of directors' or owners' identity documents
- Central Supplier Database (CSD) registration documents not older than 1 month and it must be tax compliant.
- Valid Tax Clearance Certificate/SARS PIN.
- Valid BBBEE certificate
- Valid certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act)
- Company profile.
- All the SBD (standard bid document) forms must be completed and signed.
- A copy of bidder(s) signed Annual Financial Statements for the last two financial years must be attached. (Assessment will be done to determine the financial stability of the service provider.)
- Joint Venture/Consortium agreement signed by both partner(s) is/are required, clearly indicating the lead partner (**each company compliance documents and combined BBBEE certificate**) **IF APPLICABLE.**
- Professional Indemnity Insurance of R10 million or more

## Stage 2-Technical/Functionality Assessment

This evaluation will be based on the responses using the functional assessment below:

The bidder must score at least **70** points out of 100 points on technical/functionality to qualify for the next phase.

| Criterion                                                                                                                                 | Key Components                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           | Score            |
|-------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Company Experience</b> <i>(Please attach Contactable Reference Letters in implementing multi-disciplinary infrastructure projects)</i> | <b>Company Experience in implementing multi-disciplinary projects - 20 Points</b> <ul style="list-style-type: none"> <li>- Four (4) or more Reference Letter(s) <b>(20 Points)</b></li> <li>- Three (3) Reference Letter(s) <b>(15 Points)</b></li> <li>- Two (2) Reference Letter(s) <b>(10 Points)</b></li> <li>- One (1) Reference Letter(s) <b>(5 Points)</b></li> <li>- Zero (0) Reference Letter(s) <b>(0 Points)</b></li> </ul> <p>Service provider is required to submit letter of reference stating the value of the contract. Letter must be in the letterhead of the client.</p>              | <b>20 Points</b> |
| <b>Quantity Surveyors Experience, SACQSP Membership and Qualification</b> <i>(Please attach CV, Qualification and SACQSP Membership)</i>  | <b>Quantity Surveyors CV with BSc QS Honors or BTech qualification in Quantity Surveyors or higher, professionally registered with SACQSP and experience in implementing multi-disciplinary projects - 10 points</b> <p><b>Experience</b></p> <ul style="list-style-type: none"> <li>- Quantity Surveyor has over 10 years' post registration– (10 points)</li> <li>- Quantity Surveyor has 5 to 10 years' post registration– (5 points)</li> <li>- Quantity Surveyor has 0 to 5 years' post registration– (1 points)</li> <li>- Quantity Surveyor has 0 years' post registration– (0 points)</li> </ul> | <b>10 Points</b> |

|                                                                                                                                                                                                                                                           |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |                  |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Legal Advice, Property Transfer and Conveyancing Experience, Professional Registration and High Court Admission as a Conveyancer and Qualification</b><br><i>Please attach CV, LLB Qualification and Copy of High Court Admission as a Conveyancer</i> | <b>Conveyancer CV with LLB qualification, professionally registered conveyancer and experience in the property transfer of public and municipal property - 10 points</b><br><br>Experience <ul style="list-style-type: none"> <li>- Conveyancer has over 10 years' experience– (10 points)</li> <li>- Conveyancer has 5 to 10 years' experience– (5 points)</li> <li>- Conveyancer has 1 to 5 years' experience– (1 points)</li> <li>- Conveyancer has less than 1-year experience – (0 points)</li> </ul>                                                                                                        | <b>10 Points</b> |
| <b>Civil &amp; Structural Experience, ECSA Membership and Qualification</b><br><i>Please attach CV, Qualification and ECSA Membership</i>                                                                                                                 | <b>Civil &amp; Structural CV with BSc Eng. or BTech qualification in Civil engineering or higher, professionally registered with ECSA and experience in implementing multi-disciplinary projects - 10 points</b><br><br>Experience <ul style="list-style-type: none"> <li>- Civil &amp; Structural has over 10 years' post registration– (10 points)</li> <li>- Civil &amp; Structural has 5 to 10 years' post registration– (5 points)</li> <li>- Civil &amp; Structural has 0 to 5 years' post registration– (1 points)</li> <li>- Civil &amp; Structural has 0 years' post registration– (0 points)</li> </ul> | <b>10 Points</b> |
| <b>Electrical Engineer Experience, ECSA Membership and Qualification</b><br><i>Please attach CV, Qualification and ECSA Membership</i>                                                                                                                    | <b>Electrical Engineer CV with BSc BEng or B. tech qualification or higher in Electrical Engineering, professionally registered with ECSA and experience in implementing of multi-disciplinary projects - 10 points</b><br><br>Experience <ul style="list-style-type: none"> <li>- Electrical Engineer has over 10 years' post registration– (10 points)</li> <li>- Electrical Engineer has 5 to 10 years' post registration– (5 points)</li> <li>- Electrical Engineer has 0 to 5 years' post registration– (1 points)</li> <li>- Electrical Engineer has 0 years' post registration– (0 points)</li> </ul>      | <b>10 Points</b> |

|                                                                                                                                                      |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |                  |
|------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|------------------|
| <b>Town Planner Experience, SACPLAN Membership and Qualification</b><br><i>Please attach CV, Qualification and SACPLAN Pr.Pln Membership</i>         | <b>Town Planner CV with NQF7 qualification or higher in Town Planning, professionally registered with SACPLAN and experience in implementing of multi-disciplinary projects - 10 points</b><br><br>Experience <ul style="list-style-type: none"> <li>- Town Planner has over 10 years' experience– (10 points)</li> <li>- Town Planner has 5 to 10 years' experience– (5 points)</li> <li>- Town Planner has 1 to 5 years' experience– (1 points)</li> <li>- Town Planner has 0 years' experience– (0 points)</li> </ul>                                                                                                                                        | <b>10 Points</b> |
| <b>Environmental Specialist, SACNASP Membership and Qualification</b><br><i>Please attach CV, Qualification and SACNASP (Pr. Nat Sci) Membership</i> | <b>Environmental Specialist with a Degree in Environmental Science/Management or B. tech qualification or higher, with experience in implementing of multi-disciplinary projects - 10 points</b><br><br>Experience <ul style="list-style-type: none"> <li>- Environmental Specialist has over 10 years' experience– (10 points)</li> <li>- Environmental Specialist has 5 to 10 years' experience– (5 points)</li> <li>- Environmental Specialist has 1 to 5 years' experience– (1 points)</li> <li>- Environmental Specialist has 0 years' experience– (0 points)</li> </ul>                                                                                   | <b>10 Points</b> |
| <b>Methodology, technical approach and work plan</b><br><br><i>Please attach Detailed Project Methodology Proposal)</i>                              | <b>Detailed Methodology with clear technical and project management approach, proposed work plan, timelines and key project deliverables</b><br><br>Proposal demonstrates thorough understanding of the terms of reference and challenges associated with this project and has relevant innovative ideas to achieve project objective – (18 points)<br><br>Proposal demonstrates acceptable understanding of the terms of reference and challenges associated with this project – (10 points)<br><br>No proposal submitted or proposal submitted does not demonstrate understanding of the terms of reference and challenges associated with this project – (0) | <b>18 points</b> |

|                 |                                                                                                                                                                                                                                                   |                 |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|
| <b>Locality</b> | <b>Proof of business address is required</b> <ul style="list-style-type: none"> <li>- Richtersveld Municipality - <b>(2 points)</b></li> <li>- Northern Cape Province - <b>(1 points)</b></li> </ul><br>FICA acceptable proof of business address | <b>2 points</b> |
|-----------------|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------------|

### Stage 3- Evaluation in terms of PPPFA Regulation, 2022 (80/20)

This bid will be evaluated and adjudicated according to the 80/20 preference points system. The 80 points will be awarded for price, and 20 points will be awarded for the specific goals.

Breakdown of points

| <b>80/20 Preferential point component</b> | <b>Points</b> |
|-------------------------------------------|---------------|
| Pricing                                   | 80            |
| BBBEE specific goals                      | 20            |
| <b>Total</b>                              | <b>100</b>    |

$$P_s = 80 * \left( 1 - \frac{(P_t - P_{min})}{P_{min}} \right)$$

- \* P<sub>s</sub> = Points scored for the price of the tender under consideration.
- \* P<sub>t</sub> = Price of the tender under consideration; and
- \* P<sub>min</sub> = Price of the lowest acceptable tender.

### 3.1 Specific Goals

Alexkor SOC Limited has identified specific goals that will be used to promote transformation and empowerment in the request for proposal. The specific goals applicable to this tender/bid is stated in the table below.

| <b>No.</b> | <b>The specific goal in terms of this tender/bid</b> | <b>Number of points (20 points)</b> | <b>Documents to be submitted for verification</b> |
|------------|------------------------------------------------------|-------------------------------------|---------------------------------------------------|
| <b>1.</b>  | Percentage (%) ownership by black                    | Points (10)                         | - Valid B-BBEE certificate/Sworn affidavit        |
|            | 51% -100 %                                           | 10                                  |                                                   |
|            | 1%-50%                                               | 5                                   |                                                   |
| <b>2.</b>  | Percentage (%) ownership by women                    | Point (6)                           | - Valid B-BBEE certificate/Sworn affidavit        |
|            | 51% -100 %                                           | 6                                   |                                                   |
|            | 1%-50%                                               | 3                                   |                                                   |
| <b>3</b>   | Percentage (%) ownership by Youth                    | Points(2)                           |                                                   |

|   |                                                           |           |                                            |
|---|-----------------------------------------------------------|-----------|--------------------------------------------|
|   | 51%-100 %                                                 | 2         | - Valid B-BBEE certificate/Sworn affidavit |
|   | 1%-50%                                                    | 1         |                                            |
| 4 | Percentage (%) ownership of people living with disability | Points(2) | - Valid B-BBEE certificate/Sworn affidavit |
|   | 51% -100 %                                                | 2         |                                            |
|   | 1%-50%                                                    | 1         |                                            |

## 7. PRICES

- Provide a "Pricing Grid" or "Transaction Fee Schedule."
- The total price should be split between the various project stages / milestones and should include a separate table for disbursements rates including mileage, printing and any other required services.
- The total bid price (VAT inclusive) should be transferred to the Standard Bidding Document (SBD 1)

## 8. PAYMENT TERMS

Alexkor SOC Limited undertakes to pay valid invoices in full within thirty (30) days from the receipt of a valid, correctly rendered invoice following written acceptance of the relevant milestone/deliverable. Payments to be done after approving of deliverables as per the approved milestone schedule.

## 9. REQUIREMENTS PRIOR TO CONTRACT AWARD

The following requirements must be met prior to a contract award being made to the preferred bidder. Should a preferred bidder not respond positively to Alexkor SOC Limited written request within 7 working days of delivery of such request (if this has not been submitted with the tender), that tenderer will be disqualified and the next-ranking bidder will be considered.

## 10. VALIDITY

A proposal shall remain valid for one hundred and twenty calendar days (120) after the closing date of the submission for proposals.

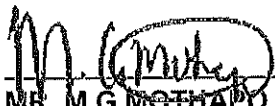
## 11. SIGNATORIES

All responses to this RFP should be signed off by the signatories of the bidder.

## **12. SPECIAL TERMS AND CONDITIONS**

- Alexkor SOC Limited reserves the right to accept or reject any submission in full or in part, and to suspend this process and reject all proposals or part thereof, at any time prior to the awarding of the bidder.
- This bid will be subject to the General Conditions of Contract issued in accordance with Treasury Regulation 16A published in terms of the PFMA.
- Alexkor SOC Limited is the sole adjudicator of the bid and the decisions in this regard will be final.
- Alexkor SOC Limited may conduct a due diligence on the recommended service provider(s).

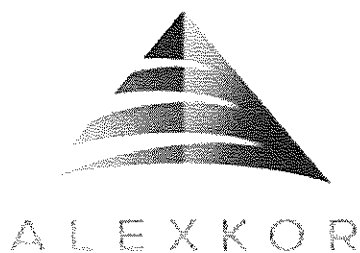
**APPROVED BY:**

  
\_\_\_\_\_

**MR. M.G. MOTHAPU**

**ACTING-CEO**

**DATE: 22 SEPTEMBER 2026**



**ANNEXURE A      ALEX RFP 10/2027**

**BID SUBMISSION CHECKLIST-**

| <b>Name of the Bidder/Company:</b> |                                                                                                                                  |            |           |
|------------------------------------|----------------------------------------------------------------------------------------------------------------------------------|------------|-----------|
| <b>Item/No.</b>                    | <b>Description</b>                                                                                                               | <b>Yes</b> | <b>No</b> |
| <b>1.</b>                          | Please indicate below if whether the SBD (Standard Bidding Document) Forms are duly completed and signed by the relevant person: |            |           |
| 1.1                                | SBD 1                                                                                                                            |            |           |
| 1.2                                | SBD 4                                                                                                                            |            |           |
| 1.3                                | SBD 6.1                                                                                                                          |            |           |
| 1.4                                | General Conditions of Contract (GCC), Please accept by <i><b>initializing on each page</b></i>                                   |            |           |
|                                    |                                                                                                                                  |            |           |
| <b>2.</b>                          | <b>Compulsory Requirements/Documents</b>                                                                                         |            |           |
| 2.1                                | Please indicate as to whether the following documents/certificates have been attached?                                           |            |           |
| 2.1.1                              | Copy of the company registration documents.                                                                                      |            |           |
| 2.1.2                              | Copies of directors' or owners' identity documents                                                                               |            |           |

|        |                                                                                                                                                                                                              |  |  |
|--------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--|
| 2.1.3  | CSD registration not older than 1 month                                                                                                                                                                      |  |  |
| 2.1.4  | A Valid Tax Clearance Certificate/SARS pin                                                                                                                                                                   |  |  |
| 2.1.5  | Valid BBBEE Certificate/Sworn Affidavit                                                                                                                                                                      |  |  |
| 2.1.6  | Valid certified copy of registration with COIDA (Compensation for Occupational Injuries and Diseases Act)                                                                                                    |  |  |
| 2.1.7  | Company profile                                                                                                                                                                                              |  |  |
| 2.1.8  | All the SBD forms must be fully completed and signed.                                                                                                                                                        |  |  |
| 2.1.9  | A copy of bidder(s) signed Annual Financial Statements for the last two financial years must be attached. (Assessment will be done to determine the financial stability of the service provider.)            |  |  |
| 2.1.10 | Joint Venture/Consortium agreement signed by both partner(s) is/are required, clearly indicating the lead partner ( <b>each company compliance documents and combined BBBEE certificate</b> ) if applicable. |  |  |
| 2.1.11 | Professional Indemnity Insurance of R10 million or more                                                                                                                                                      |  |  |
|        |                                                                                                                                                                                                              |  |  |
| 3      | Please indicate as to whether the following documents/certificates have been attached?                                                                                                                       |  |  |
| 3.1    | Provide contactable letters of reference for similar services provided before                                                                                                                                |  |  |

## PART A INVITATION TO BID

|                                                                                                                                                                                                                     |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------------------|--|--------------------------------------------------------------------------|-------------------------------|-------------------------------------------------------------------------------------------------------|--|
| <b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (ALEXKOR RMC PSJV)</b>                                                                                                                                     |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
| BID NUMBER:                                                                                                                                                                                                         |  | CLOSING DATE:                                                                        |  |                                                                          | CLOSING TIME:                 |                                                                                                       |  |
| DESCRIPTION                                                                                                                                                                                                         |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
| <b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>                                                                                                                          |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
|                                                                                                                                                                                                                     |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
|                                                                                                                                                                                                                     |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
|                                                                                                                                                                                                                     |  |                                                                                      |  |                                                                          |                               |                                                                                                       |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>                                                                                                                                                               |  |                                                                                      |  | <b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>                           |                               |                                                                                                       |  |
| CONTACT PERSON                                                                                                                                                                                                      |  |                                                                                      |  | CONTACT PERSON                                                           |                               |                                                                                                       |  |
| TELEPHONE NUMBER                                                                                                                                                                                                    |  |                                                                                      |  | TELEPHONE NUMBER                                                         |                               |                                                                                                       |  |
| FACSIMILE NUMBER                                                                                                                                                                                                    |  |                                                                                      |  | FACSIMILE NUMBER                                                         |                               |                                                                                                       |  |
| E-MAIL ADDRESS                                                                                                                                                                                                      |  |                                                                                      |  | E-MAIL ADDRESS                                                           |                               |                                                                                                       |  |
| <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]<br><br><input type="checkbox"/> Yes <input type="checkbox"/> No |  | B-BBEE STATUS LEVEL SWORN AFFIDAVIT                                      |                               | TICK APPLICABLE BOX]<br><br><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<br>[IF YES ENCLOSE PROOF]   |  | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? |                               | <input type="checkbox"/> Yes <input type="checkbox"/> No<br>[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |  |
| <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

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

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

SIGNATURE OF BIDDER: .....

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

DATE: .....

## **BIDDER'S DISCLOSURE**

### **1. PURPOSE OF THE FORM**

- 1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE**

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

| <b>Full Name</b> | <b>Identity Number</b> | <b>Name of organ of state</b> |
|------------------|------------------------|-------------------------------|
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |
|                  |                        |                               |

---

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

2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.3.1 If so, furnish particulars:

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

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

| Supplier registration number (MAAA) | Status (active/inactive/deleted) |
|-------------------------------------|----------------------------------|
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |
|                                     |                                  |

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

### 3 GENERAL DECLARATION

I, ....., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

- 3.5 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.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....  
Signature

.....  
Date

.....  
Designation

.....  
Name of bidder

## SPECIFIC GOALS

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

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS AND DEFINITIONS**

### 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
- the 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

|                                                                  | POINTS     |
|------------------------------------------------------------------|------------|
| PRICE                                                            | 80         |
| SPECIFIC GOALS                                                   | 20         |
| <b>Total points for Price and Specific goals must not exceed</b> | <b>100</b> |

1.5 Failure on the part of a bidder to submit the required documents to substantiate the points claimed with the bid, will be interpreted to mean that points for specific goals 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 specific goals 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) **"Specific goals"** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development

Programme as published in *Government Gazette* No. 16085 dated 23 November 1994

- (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. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

#### 3.1 POINTS AWARDED FOR PRICE (the 80/20 or 90/10 preference point systems)

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

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

80/20                      or                      90/10

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

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

#### 3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1 In terms of Regulation 3 (1) an organ of state must, in the tender documents, stipulate the specific goal in the invitation to submit the tender for which a point may be awarded, and the number of points that will be awarded to each goal, and proof of the claim for such goal.

| SPECIFIC GOAL                               | NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM) | NUMBER OF POINTS (90/10 PREFERENCE SYSTEM) |
|---------------------------------------------|------------------------------------------------|--------------------------------------------|
| 1. Enterprise owned by Black people         | 4                                              | 2                                          |
| 2. Enterprise owned by Women                | 4                                              | 2                                          |
| 3. Enterprise owned by Youth                | 4                                              | 2                                          |
| 4. Enterprise owned by Disabled persons     | 4                                              | 2                                          |
| 5. Enterprise owned by SMME'S – QSE and EME | 4                                              | 2                                          |

## 5. BID DECLARATION

5.1 Bidders who claim points in respect of specific goals must complete the following:

| SPECIFIC GOAL                               | NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM) | NUMBER OF POINTS (90/10 PREFERENCE SYSTEM) |
|---------------------------------------------|------------------------------------------------|--------------------------------------------|
| 1. Enterprise owned by Black people         |                                                |                                            |
| 2. Enterprise owned by Women                |                                                |                                            |
| 3. Enterprise owned by Youth                |                                                |                                            |
| 4. Enterprise owned by Disabled persons     |                                                |                                            |
| 5. Enterprise owned by SMME'S – QSE and EME |                                                |                                            |

*REFER TO Spec Document*

## 6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 3.1

6.1 Specific goals: = 20... (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 3.1 and must be substantiated by submitting the required documents.

## 7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name \_\_\_\_\_ of  
company/firm:.....

7.2 VAT \_\_\_\_\_ registration  
number:.....

7.3 Company \_\_\_\_\_ registration  
number:.....

### 7.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium  
☐ One person business/sole propriety  
☐ Close corporation  
☐ Company  
☐ (Pty) Limited  
☐ [TICK APPLICABLE BOX]

### 7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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

## 7.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
  - ☐ Supplier
  - ☐ Professional service provider
  - ☐ Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

7.8 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 specific goals indicated in paragraphs 1.4 and 5.1 of the foregoing certificates, 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 5.1, 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 .....

.....

.....

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## **General Conditions of Contract**

### **1. Definitions**

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

- |                                                 |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
|-------------------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>16. Payment</b>                              | <p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| <b>17. Prices</b>                               | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                            |
| <b>18. Contract amendments</b>                  | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| <b>19. Assignment</b>                           | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| <b>20. Subcontracts</b>                         | <p>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.</p>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                         |
| <b>21. Delays in the supplier's performance</b> | <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p> |

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

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

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

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

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

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

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

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

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

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

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

may be due to him

**25. Force  
Majeure**

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

**26. Termination  
for insolvency**

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

**27. Settlement of  
Disputes**

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

**28. Limitation of  
liability**

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

|                                                       |                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
|-------------------------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
|                                                       | (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 29. Governing language                                | 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                |
| 30. Applicable law                                    | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 31. Notices                                           | <p>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</p> <p>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.</p>                                                                                                                                                                                                                            |
| 32. Taxes and duties                                  | <p>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.</p> <p>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.</p> <p>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.</p>                                                                                                         |
| 33. National Industrial Participation Programme (NIP) | 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| 34. Prohibition of Restrictive practices              | <p>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).</p> <p>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.</p> |

- 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.