

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF LIMPOPO DEPARTMENT OF PUBLIC WORKS ROADS & INFRASTRUCTURE					
BID NUMBER:	LDPWRI-R/20774	CLOSING DATE:	18 June 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SERVICE PROVIDER FOR DECOMMISSIONING OF FUEL TANKS AND LAND REMEDIATION ACROSS 05 DISTRICTS WITHIN LIMPOPO PROVINCE FOR A PERIOD OF 24 MONTHS .				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
CORNER BLAAUWBERG & RIVER STREET					
LADANNA					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Motsopye Ntotole		CONTACT PERSON	Mr Gafane MJ	
TELEPHONE NUMBER	015 284 7126		TELEPHONE NUMBER	015 284 7500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	MotsopyeNJ@dpw.limpopo.gov.za		E-MAIL ADDRESS	GafaneM@dpw.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

**PRICING SCHEDULE – FIRM PRICES
(PURCHASES)**

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number... LDPWRI-R/20774
Closing Time 11:00	Closing date... 18 June 2026

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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- Required by:
- At:
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
- *Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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.

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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

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

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

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

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

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

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

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

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

.....

Signature

Date

.....

Position

Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) “tender” means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) “price” means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) “rand value” means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) “tender for income-generating contracts” means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) “the Act” means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc}
 80/20 & \text{or} & 90/10 \\
 P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)
 \end{array}$$

Where

- P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises owned by People with Disabilities (Attach Disability certificate issued by health professionals)	2	
Enterprises owned by Women (Attach Central Supplier Database (CSD).)	7	
Small, Medium and Micro Enterprises (SMMEs). (Attach Central Supplier Database (CSD).)	2	
Enterprises owned by Youth. (Attach Central Supplier Database (CSD).)	4	
Enterprises located in Limpopo Province (Attach Municipal Utility Bills or Lease Agreement or Proof of Residence from Tribal Authority/Municipal Council)	5	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3 Name of company/firm

4.4. Company registration number

4.5. TYPE OF COMPANY/ FIRM

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution, if deemed necessary.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME

DATE:

ADDRESS

.....

.....

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COMPULSORY BRIEFING SESSION

(Bidders will be provided with the attendance register and must sign it in the name of the tendering entity on the date of the briefing session).

There will be a **compulsory** briefing session for this bid.

- Venue: **Capricorn District Office**
(Next to Correctional Services Office)
- Date: **08 June 2026**
- Time: **11H00 AM**

Signed:.....

Bidder:.....

Capacity:.....

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PRICE SCHEDULE

FORM OF TENDER / OFFER

The offered total of the price inclusive of value added tax is (contact price)

Price in words

.....

Price in figures R

Signed:.....

Bidder:.....

Capacity:.....



LDPWRI-ROADS-20774: TERMS OF REFERENCE FOR APPOINTMENT OF SERVICE PROVIDER FOR DECOMMISSIONING OF FUEL TANKS (ABOVE GROUND STORAGE TANKS AND UNDERGROUND STORAGE TANKS) AND LAND REMEDIATION ACROSS 05 DISTRICTS WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 24 MONTHS

1. PROJECT DESCRIPTION

The Limpopo Department of Roads Infrastructure seeks to invite qualified contractors to submit bids for the safe decommissioning , removal, and disposal of fuel storage tanks and associated infrastructure across 05 Districts within the Limpopo Province. The wok includes (a) Above-Ground Storage Tanks (ASTs) (b) Underground Storage Tanks (USTs) and (c) Associated pipework , pumps and (d)

2. APPLICABLE LEGISLATION AND STANDARDS

All works to be carried out must comply with the following

- National Environmental Management Act (NEMA) ACT 107 of 1998 (Framework for environmental law; requires environmental authorisation where applicable
- National Environmental Management Act :Wate Act (Act 59 of 2008) (regulates the handling and disposal of hazardous waste)
- Waste classification and management regulations and Minimum requirements for waste disposal by landfill.
- Occupational Health and Safety Act (safety requirements for all site works including hazardous chemical substance)
- Hazardous Substance Act
- National Water Act (protection of ground water contamination)

2.1 SOUTH AFRICAN NATIONAL STANDARDS :

2.1.1 FUEL STORAGE & TANKS

- SANS 10089 (Petroleum Products Storage & Distribution
- SANS 1535
- SANS 10131

2.1.2 FIRE& EXPLOSION SAFETY

- SANS 10400-T
- SANS 60079

2.1.3 HAZARDOUS LOCATIONS & ELECTRICAL

- SANS 10108

3. SCOPE OF WORK

The contractor shall provide all labour, equipment, materials and supervision required to safely execute the following :

3.1 SITE ESTABLISHMENT AND PREPARATION

3.2 PRODUCT ISOLATION AND REMOVAL

3.3 DEGASSING AND CLEANING

3.4 TANK DECOMISIONING

- (I) TANK REMOVAL

3.5 ASSOCIATED INFRASTRUCTURE REMOVAL

- FUEL PIPELINES
- PUMPS AND DISPENSERS
- VALVES AND FITTINGS
- ELECTRICAL CONNECTIONS

3.6 WASTE MANAGEMENT AND DISPOSAL

- SLUDGE
- CONTAMINATED WATER
- TANK MATERIAL
- DISPOSAL CERTIFICATES

3.7 SOIL ASSESMENT AND REMEDIATION

- VISUAL INSPECTION FOR CONTAMINATION
- SOIL SAMPLING AND LABORATORY TESING FOR HYDROCARBORN
- REMOVAL AND DISPOSAL OF CONTAMINATED SOIL
- BACKFILLING WITH CLEAN MATERIAL

3.8 SITE REHABILITATION

- BACKFILLING AND COMPACTION
- SURFACE REINSTATEMENT (SOIL, PAVEMENT OR CONCRETE)
- SITE LEVELLING AND CLEAN UP

3.9 DOCCUMENTATION , SITE HANDOVER AND CLOSURE REPORT

- METHOD STATEMENTS
- SAFETY FILES
- WASTE DISPOSAL CERTIFICATES
- COMPLETION REPORT
- AS BUILT DRAWINGS (IF APPLICABLE)

4. **DECOMMISSIONING OF BULK FUEL STORAGE TANKS AND ASSOCIATED INFRASTRUCTURE**

4.1.1 Decommissioning must be done in accordance with American Petroleum Institute (API) 1604 or APEA/IP: Design, construction modification, and decommissioning of filling stations ("Blue Book"), chapter 15 as per SANS 10089:3 and 10131.

4.1.2 Decommissioning is subject to the approval of the relevant authorities i.e. approval from the local Municipality and the Department of Forestry, Fisheries and Environment (DFFE), if an authorisation is required from DFFE based on the scope of the works.

4.1.3 Must obtain a Permit to Work for entry into a confined space where entry into the tank is required as per the General Safety Regulations, May of 1986.

4.1.4. Must drain dispensers of residual petrol and purge with nitrogen as per SANS 10131 and 10089. The suction entries must be plugged off before the dispenser is placed in storage or despatched for scrap.

4.1.5 Must be ISO 9001 certified. Provide unique ref number of ISO 9001 certificate and a copy of the certification.

4.1.6 Must provide evidence of works completed similar to the scope of works for the past five years as well as documented evidence of the skills, competencies and experience of personnel used in the decommissioning of the tanks.

4.1.7. Must provide three references from Clients of similar work done. Reference letter with contact details, knowledge, skill and competency required for the achieved conformity of the product as per ISO 9001.

4.1.8. All work shall comply with applicable South African legislation, SANS codes, and local authority by -laws . The contractor shall be fully responsible for environmental compliance and remediation.

5. **REHABILITATION AND SPILLAGE CLEAN UP**

5.1.1 Must be certified in terms of ISO 9001 and ISO 14001. Certification to be provided.

5.1.2 Must be registered as a Waste handler and transporter. Registration certificates must be provided as evidence.

5.1.3 Must provide evidence of works completed similar to the scope of works for the past five years.

Must provide three references from Clients of similar work done.

5.1.4. Must provide qualified HAZMAT technicians who will be on standby across South Africa to attend to any major emergency spill.

6. HAZMAT TECHNICIANS REQUIREMENTS:

6.1.1. Must be trained in Dangerous Goods Handling and Spill response. Must be accredited in terms of the National Fire Protection Association 472.

6.1.2. Must provide a 24 hour/7 day/365 days rapid response for major hazardous fuel spills and discharges.

6.1.3 Must provide a 24hr Emergency spill response and clean up for National Environmental Management Act Section 30 Incidents

6.1.4 Must provide a 24hr Emergency spill response and clean up for National Water Act Section 20 control of emergency incidents

6.1.5 Must conduct analysis and classification of the contaminated waste in terms of SANS 10234 and provide the Safety Data Sheet of the classified waste as per the Hazardous Chemical Substances Regulations (2021).

6.1.6. Must transport waste in accordance with Government Notice R 225 to the National Road Traffic Act of 1996, including the associated SANS 10228,10229,10231,10406 and 10206 Codes of Practice

7. DESCRIPTION OF SITE

Areas of work or sites will allocated upon appointment as and when work is to be done.

8. PROJECT DURATION AND HOURS OF WORK

The duration of this appointment will be for a period of twenty four (24) months. The work shall be completed within the hours of daylight.

9. SCHEDULE OF QUANTITIES

Preamble to the Schedule of Quantities

- a. The Conditions of Contract, and the Project Specification are to be read in conjunction with the Schedule of Quantities and, if applicable, shall be referred to for details of the description, quality, test and strength of material used and the Workmanship, conditions, obligations, liabilities and instructions generally, which shall be complied with in carrying out this Contract. The cost of complying with all conditions, obligations and liabilities described in the Conditions of Contract, Specifications and in the Schedule of Quantities, including all overhead charges and profit and carrying out the work as specified, shall be deemed to be spread over and included in the price or sums stated by the Contractor in the Schedule of Quantities.
- b. Descriptions in the Schedule of Quantities are abbreviated and refer to the relevant test methods. Should any requirement of the measurement and payment clause of Project Specification, conflict with the terms of the Schedule or, when relevant, of the Standard system of Measurement of Civil Engineering Quantities for SA, the requirements of the, Project or specification, as applicable, shall prevail.
- c. The prices and rates to be inserted in the Schedule of Quantities are to be the 17 items.
- d. Such rates and prices shall cover all costs and expenses that may be required in and for the testing of the works described, and shall cover the cost of all general risks, profits, taxes, liabilities, and obligations set forth or implied in the documents on which the Quotation is based (excluding VAT).
- e. Each item shall be priced and extended to the "Amount" column by the Tenderer, with the exception of the items for which a rate only is required, or which already have Provisional Sums affixed thereto. If the Tenderer omits to price any items in the Schedule of Quantities, then the bid will be disqualified on the basis of incomplete pricing schedule.
- f. All items for which terminology such as "inclusive" or "not applicable" have been added by the Tenderer will be regarded as having a nil rate.
- g. The Tenderer shall fill in rates for all items where the words "rate only" appears in the "Amount" column. The intention is that although no works is foreseen under such an item, and no quantities are accordingly given in the "Quantity" column, the tendered rate shall apply in the event of work under this item being actually required.
- h. The Tenderer is to note that the quantities are estimated for comparative purposes and may change. Any changes will be agreed with the service provider at the time of appointment or issuing out of work orders .

- i. The tenderer is to take note that for the purposes of excavation, an excavator would be required and as such, when pricing is compiled for the quantities, it should also be accounted for in the final quotation.
- j. The Tenderer shall complete the schedule of quantities in full, and in areas (districts) where there is no intention to bid, it must be indicated as such (and no space shall be left open).
- k. The Department reserves the right to negotiate the price and reserves the right not to award the tender to the lowest priced tender.
- l. The awarding of the bid shall be per district and the will be limited to one bidder
- m. Travelling kilometres will only be referenced from a central point (District Municipality) within the District where the Tenderer is awarded.

10. EVALUATION CRITERIA

STAGE 1:

PREQUALIFICATION CRITERIA

Item No	<p>The following documents are to be submitted with the bid:</p> <ul style="list-style-type: none"> ▪ Tax compliant CSD detailed report. ▪ Certified copy of company registration certificate (eg. ck, cm, etc) ▪ Original certified id copies of shareholders/directors ▪ Letter from a health professional not more than 12 months old from date issue (in case of persons living with disabilities) ▪ Proof of business address/lease agreement ▪ Most recent financial statements <p>Non-compliance to the below administrative requirements will automatically disqualify the bidders</p>
1	Duly completed and signed power of attorney / authority for signatory
2	Join Venture Agreement shall be completed and duly signed
3	Bid document shall be submitted in its original form
4	Non – completion and / or non-signing of the following essential standard bidding documents (SBD) / forms
5	SBD 1; SBD 3.1, SBD 4. And SBD 6.1
6	Non completion of pricing schedules and price amendments without signature.
	Failure to duly sign and complete certificate on non- collusion

7	Completion of the bid document (or returnable schedules) using a pencil
8	Failure to complete a bid document in full permanent black ink not typed

STAGE 2: EVALUATION CRITERIA

- I. Only bid proposals that meets pre-qualification and mandatory requirement will be considered to be evaluated further on stage 2 functionality criteria,
- II. The bidder must score a minimum of 65% (depending on the nature of the project) during Stage 2 (functionality) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and departmental specific goals on preferential procurement will be considered.

CRITERIA	Maximum number of points	POINTS SCORED
1. COMPANY'S EXPERIENCE Company/Entity's experience decommission of fuel tanks and land remediation .Company's number of completed projects in the past 5 years in decommissioning of above ground storage tanks and underground storage tanks (a) 0 project = (0) (b) 1-5 projects = (10) (c) 6-9 projects = (15)	25	

<p>(d) 10 projects and above (25)</p> <p>Notes :</p> <ul style="list-style-type: none"> - Attach valid appointment letters and completion certificates from the client (Signed and dated with contactable references) 	<p style="text-align: center;">25</p>	
<p>2. CORE TEAM MEMBERS</p> <p>2.1 PROJECT MANAGER</p> <p>NQF LEVEL 07 (Civil Engineer)</p> <ul style="list-style-type: none"> (e) 0 years = (0) (f) 5 years = (5) (g) 10 years = (10) (h) Above 10 years (25) <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects)</p> <p>Registration with the following professional council</p> <ul style="list-style-type: none"> - Engineering Council of South Africa (ECSA) <p>2.2 SITE SUPERVISOR</p>		
	<p style="text-align: center;">15</p>	

<p>NQF Level 07 (Civil Engineering Technologist)</p> <p>(a) 0 years = (0) (b) 1-2 years = (5) (c) 3-5 years = (15)</p> <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects)</p> <p>2.3 HEALTH & SAFETY OFFICER</p> <p>NQF Level 6 (Occupational Health and Safety)</p> <p>(a) 0 years = (0) (b) 1-2 years = (5) (c) 3-5 years = (15)</p> <p>Qualification</p> <p>Diploma/in Occupational Health and Safety</p> <p>(Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects)</p> <p>Registration :</p> <p>South African Council for the Project and Construction Management Professions (SACPCMP)</p>	<p style="text-align: center;">15</p>	<p style="text-align: center;">20</p>
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<p>2.4 ENVIRONMENTAL SPECIALIST</p> <p>NQF Level 08</p> <p>(a) 0 years = (0) (b) 1-2 years = (5) (c) 3-5 years = (15) (d) 6 years and above = (20)</p> <p>Qualifications</p> <ul style="list-style-type: none"> - BSC Degree in Environmental Science - Registration with the Council South African Council for Natural Scientific Professions (SACNAPS) <p>Experience</p> <p>Detailed CV with specified and proven experience in fuel tank decommissioning or petro-chemical projects and land remediation (soil and groundwater contamination)</p>		
TOTAL	100	

SCHEDULE OF QUANTITIES CAPRICORN DISTRICT

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M ³	1		
6.	Above Ground Storage Tanks (ASTs)				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	UNDERGROUND STORAGE TANKS (USTs)				
7.1	Excavation	M ³	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M ³	1		
8	CLOSURE				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M ³	1		
8.3	Sealing	Tank	1		
9.	ANCILIARY INFRASTRUCTURE				
9.1	Pipeworks removal	m	1		

9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	ENVIRONMENTAL ASSESSMENT			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis (hydrocarbon)	Sample		
10.3	Groundwater testing	Sample		
11.	WASTE MANAGEMENT			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	SITE REMEDIATION			
12.1	Soil remediation	M ³	1	
12.2	Groundwater remediation	Sum		
12.3	Emergency Spill response	Sum		
13	SITE REMEDIATION			
13.1	Backfilling	M ³	1	
13.2	Compaction (98% Ash Mod)	M ³	1	
13.3	Surface restoration (asphalt or concrete)	M ²	1	
13.4	Landscaping /topsoil	M ²	1	
14	PROJECT CLOSURE AND REPORTING			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		

SUB TOTAL
VAT
TOTAL

SCHEDULE OF QUANTITIES VHEMBE DISTRICT

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M ³	1		
6.	Above Ground Storage Tanks (ASTs)				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	UNDERGROUND STORAGE TANKS (USTs)				
7.1	Excavation	M ³	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M ³	1		

8	CLOSURE				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M ³	1		
8.3	Sealing	Tank	1		
9	ANCILIARY INFRASTRUCTURE				
9.1	Pipeworks removal	m	1		
9.2	Pump & dispenser removal	No.	1		
9.3	Electrical disconnection	Sum			
10	ENVIRONMENTAL ASSESSMENT				
10.1	Soil sampling	Sample			
10.2	Laboratory analysis (hydrocarbon)	Sample			
10.3	Groundwater testing	Sample			
11	WASTE MANAGEMENT				
11.1	Hazardous waste transport	Ton			
11.2	Hazardous waste disposal	Ton	1		
11.3	Waste disposal certificates	Sum	1		
12	SITE REMEDIATION				
12.1	Soil remediation	M ³	1		
12.2	Groundwater remediation	Sum			
12.3	Emergency Spill response	Sum			
13	SITE REMEDIATION				
13.1	Backfilling	M ³	1		

13.2	Compaction (98% Ash Mod)	M ³	1	
13.3	Surface restoration (asphalt or concrete)	M ²	1	
13.4	Landscaping /topsoil	M ²	1	
14	PROJECT CLOSURE AND REPORTING			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		
SUB TOTAL				
VAT				
TOTAL				

SCHEDULE OF QUANTITIES MOPANI DISTRICT

Item No	Description	Unit	Quantity	Rate	Amount
1.	Site establishment and Mobilization /demobilization	Sum			
2.	Permits and approval	Sum			
3.	HSE documentation and Methods Statements	Sum			
4.	Product removal	Litre	1		
5.	Sludge Removal	M ³	1		
6.	Above Ground Storage Tanks (ASTs)				

6.1	Disconnect services & piping	Tank	1	
6.2	Dismantling & cutting	Ton	1	
6.3	Removal from Site	Tank	1	
6.4	Scrap handling and disposal	Ton	1	
7.	UNDERGROUND STORAGE TANKS (USTs)			
7.1	Excavation	M ³	1	
7.2	Tank removal	Per tank	1	
7.3	Back filling and compaction	M ³	1	
8	CLOSURE			
8.1	Tank cleaning	Tank	1	
8.2	Filling with inert material	M ³	1	
8.3	Sealing	Tank	1	
9.	ANCILIARY INFRASTRUCTURE			
9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	ENVIRONMENTAL ASSESSMENT			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis (hydrocarbon)	Sample		
10.3	Groundwater testing	Sample		
11.	WASTE MANAGEMENT			
11.1	Hazardous waste transport	Ton		

11.2	Hazardous waste disposal		Ton	1	
11.3	Waste disposal certificates		Sum	1	
12	SITE REMEDIATION				
12.1	Soil remediation		M ³	1	
12.2	Groundwater remediation		Sum		
12.3	Emergency Spill response		Sum		
13	SITE REMEDIATION				
13.1	Backfilling		M ³	1	
13.2	Compaction (98% Ash Mod)		M ³	1	
13.3	Surface restoration (asphalt or concrete)		M ²	1	
13.4	Landscaping /topsoil		M ²	1	
14	PROJECT CLOSURE AND REPORTING				
14.1	Closure report		Sum		
14.2	As built drawings		Sum		
	SUB TOTAL				
	VAT				
	TOTAL				

SCHEDULE OF QUANTITIES SEKHUKHUNE DISTRICT

Item No	Description	Unit	Quantity	Rate	Amount
7.	Site establishment and Mobilization /demobilization	Sum			
8.	Permits and approval	Sum			
9.	HSE documentation and Methods Statements	Sum			
10.	Product removal	Litre	1		
11.	Sludge Removal	M ³	1		
12.	Above Ground Storage Tanks (ASTs)				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	UNDERGROUND STORAGE TANKS (USTs)				
7.1	Excavation	M ³	1		
7.2	Tank removal	Per tank	1		
7.3	Back filling and compaction	M ³	1		
8	CLOSURE				
8.1	Tank cleaning	Tank	1		
8.2	Filling with inert material	M ³	1		
8.3	Sealing	Tank	1		
9.	ANCILIARY INFRASTRUCTURE				

9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	ENVIRONMENTAL ASSESSMENT			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis (hydrocarbon)	Sample		
10.3	Groundwater testing	Sample		
11.	WASTE MANAGEMENT			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	SITE REMEDIATION			
12.1	Soil remediation	M ³	1	
12.2	Groundwater remediation	Sum		
12.3	Emergency Spill response	Sum		
13	SITE REMEDIATION			
13.1	Backfilling	M ³	1	
13.2	Compaction (98% Ash Mod)	M ³	1	
13.3	Surface restoration (asphalt or concrete)	M ²	1	
13.4	Landscaping /topsoil	M ²	1	
14	PROJECT CLOSURE AND REPORTING			
14.1	Closure report	Sum		

14.2	As built drawings	Sum			
SUB TOTAL					
VAT					
TOTAL					

SCHEDULE OF QUANTITIES WATERBERG DISTRICT

Item No	Description	Unit	Quantity	Rate	Amount
7.	Site establishment and Mobilization /demobilization	Sum			
8.	Permits and approval	Sum			
9.	HSE documentation and Methods Statements	Sum			
10.	Product removal	Litre	1		
11.	Sludge Removal	M ³	1		
12.	Above Ground Storage Tanks (ASTs)				
6.1	Disconnect services & piping	Tank	1		
6.2	Dismantling & cutting	Ton	1		
6.3	Removal from Site	Tank	1		
6.4	Scrap handling and disposal	Ton	1		
7.	UNDERGROUND STORAGE TANKS (USTs)				

7.1	Excavation	M ³	1	
7.2	Tank removal	Per tank	1	
7.3	Back filling and compaction	M ³	1	
8	CLOSURE			
8.1	Tank cleaning	Tank	1	
8.2	Filling with inert material	M ³	1	
8.3	Sealing	Tank	1	
9.	ANCILIARY INFRASTRUCTURE			
9.1	Pipeworks removal	m	1	
9.2	Pump & dispenser removal	No.	1	
9.3	Electrical disconnection	Sum		
10.	ENVIRONMENTAL ASSESSMENT			
10.1	Soil sampling	Sample		
10.2	Laboratory analysis (hydrocarbon)	Sample		
10.3	Groundwater testing	Sample		
11.	WASTE MANAGEMENT			
11.1	Hazardous waste transport	Ton		
11.2	Hazardous waste disposal	Ton	1	
11.3	Waste disposal certificates	Sum	1	
12	SITE REMEDIATION			
12.1	Soil remediation	M ³	1	
12.2	Groundwater remediation	Sum		

12.3	Emergency Spill response	Sum		
13	SITE REMEDIATION			
13.1	Backfilling	M ³	1	
13.2	Compaction (98% Ash Mod)	M ³	1	
13.3	Surface restoration (asphalt or concrete)	M ²	1	
13.4	Landscaping /topsoil	M ²	1	
14	PROJECT CLOSURE AND REPORTING			
14.1	Closure report	Sum		
14.2	As built drawings	Sum		
	SUB TOTAL			
	VAT			
	TOTAL			

SUMMARY BOQ FOR ALL DISTRICTS

ITEM NO	DISTRICT	AMOUNT
1	CAPRICORN DISTRICT	
2	VHEMBE DISTRICT	
3	MOPANI DISTRICT	
4	SEKHUKHUNE DISTRICT	
5	WATERBERG DISTRICT	
GRAND SUBTOTAL		
GRAND VAT		
GRAND TOTAL		

6. SUBMISSION OF BIDS

PHYSICAL/ HARDCOPY BID SUBMISSION

- 6.1.1 The hard copy of the bid response will serve as the legal bid document. A bid should be submitted in a sealed envelope or sealed suitable cover on which the name and address of the bidder, the bid number and the closing date must be clearly visible.
- 6.1.2 Bids received after the closing date and time will NOT be accepted for consideration and where practical, be returned unopened to the bidder.
- 6.1.3 The department may communicate with bidders where clarity is sought after the closing date and time of the bid and prior to the award of the transversal contract, or to extend the validity period of the bid, if necessary.
- 6.1.4 Any communication to any State official or a person acting in an advisory capacity for the State in respect of this bid between the closing date and the award of the bid by the bidder is discouraged.
- 6.1.5 Whilst all due care has been taken in connection with the preparation of this bid, the LDPWRI makes no representations or warranties that the content in this bid or any information communicated to or provided to bidders during the bidding process is, or will be, accurate, current, or complete. The LDPWRI, and its officers, employees, and advisors will not be liable with respect to any information communicated which is not accurate, current, or complete.
- 6.1.6 If a bidder finds or reasonably believes it has found any discrepancy, ambiguity, error, or inconsistency in this bid or any other information provided by the LDPWRI (other than minor clerical matters), the bidder must promptly notify the LDPWRI in writing of

such discrepancy, ambiguity, error or inconsistency in order to afford the LDPWRI an opportunity to consider what corrective action is necessary (if any).

6.1.7. Any actual discrepancy, ambiguity, error or inconsistency in this bid or any other information provided by the LDPWRI will, if possible, be corrected and provided to all bidders without attribution to the bidder who provided the written notice.

6.1.8. No representations made by or on behalf of the LDPWRI in relation to this bid will be binding on the LDPWRI unless that representation is expressly incorporated into the contract ultimately entered between the LDPWRI and the successful bidder(s).

6.1.9 All persons (including all bidders) obtaining or receiving this bid and any other information in connection with this bid, or the tendering process must keep the contents of the bid and other such information confidential, and not disclose or use the information except as required for the purpose of developing a response to this bid.

SPECIAL CONDITIONS FOR AWARDING

Award of the bid :

9.1.1 This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

9.1.2 Limpopo Department of Public Works, Roads and Infrastructure, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder,

- a. The performance measures will be provided by the LDPWRI
- b. The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.
- c. The Programme Manager shall do the ongoing performance management of the Service agreement.
- d. The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.
- e. All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.
- f. Please take note that LDPWRI is not bound to select any of the firms submitting proposals. LDPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.
- g. Bidders must score a minimum of 65% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis.
- h. A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.
- i. In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.
- j. Bidders must be Tax compliant throughout the bidding stages
- k. Failure to comply with Tax matters may result in the invalidation of the bid.

- l. A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.
- m. Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the team members who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- n. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- o. The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- p. Travelling costs and time spent or incurred between home and office of Service provider and the DPWRI office will not be for the account of the LDPWRI.
- q. Intellectual property rights will belong to the LDPWRI.
- r. Signed agreement between service providers in the case of a joint venture/Consortium
- s. Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- t. Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- u. The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- v. Prospective suppliers and / or public entities must provide the LDPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- w. Any supplier who is not registered on CSD during an award stage of the tender will not be considered.
- x. Successful bidders will be required to confirm project lead team members upon contracting (project lead and team members are not allowed to be used in more than one bid)

- y. The awarding will be restricted to one bidder per district
- z. The department reserves the right to negotiate prices before awarding any bid.
- aa. Physical verification of Laboratory will be done for recommendable service provider before appointment. The department reserve the right not award / appoint tenderers with unestablished facilities.

10. BID PRICE QUALIFICATION

- 10.1 All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 10.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 10.3 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.

9. PAYMENT TERMS

- 9.1 DPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of required means of verification . No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions	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.
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	<p>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.</p> <p>1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 “Corrupt practice” means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 “Countervailing duties” are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 “Day” means calendar day.</p> <p>1.8 “Delivery” means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 “Delivery ex stock” means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>1.11 “Dumping” occurs when a private enterprise abroad markets its goods on own initiative in the RSA at</p>
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	<p>lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>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 not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>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 process at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract</p> <p>1.15 "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means the 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 sub-contractors) and which 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.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does not take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p>
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	<p>1.19 “Order” means an official written purchase order issued for the supply of goods or works or the rendering of a services.</p> <p>1.20 “Project site” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organisation purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any other form of electronic or mechanical writing.</p> <p>1.26 IATA means International Air Transport Association</p> <p>1.27 ASATA means Association of Southern African Travel Agents</p>
<p>2. Application</p>	<p>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.</p> <p>2.2 Where applicable, special conditions of the contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<p>3. General</p>	<p>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</p>

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	<p>applicable a non-refundable fee or documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
<p>4. Standards</p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p>5. Use of contract documents and information; inspection.</p>	<p>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 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.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.</p> <p>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.</p> <p>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.</p>
<p>6. Patent rights</p>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or</p>

	<p>industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<p>7. Performance security.</p>	<p>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 the SCC.</p> <p>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.</p> <p>7.3 The performance security shall be denominated in the currency of the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(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 of acceptable to the purchaser, or</p> <p>(b) a cashier's certified cheque</p> <p>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.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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 organisation acting on behalf of the Department.</p>

	<p>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 necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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 costs of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on</p>
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	<p>account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<p>9. Packing</p>	<p>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.</p> <p>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.</p>
<p>10. Delivery and documents</p>	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<p>11. Insurance</p>	<p>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.</p>
<p>12. Transportation</p>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
<p>13. Incidental services</p>	<p>10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>

	<p>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
<p>14 Spare parts</p>	<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p>

	<p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<p>15 Warranty</p>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>

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<p>16 Payment</p>	<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 fulfilment 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>
<p>17 Prices</p>	<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>
<p>18 Contract amendments</p>	<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>
<p>19 Assignment</p>	<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>
<p>20 Subcontracts</p>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<p>21 Delays in the supplier's performance</p>	<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</p>

cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

<p>22 Penalties</p>	<p>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.</p>
<p>23 Termination for default</p>	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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</p>

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:

- a) the name and address of the supplier and / or person restricted by the purchaser.
- b) the date of commencement of the restriction
- c) the period of restriction; and
- d) 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.

	<p>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.</p>
<p>24 Anti-dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>25 Force Majeure</p>	<p>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</p>

	<p>failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>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.</p>
<p>26 Termination for insolvency</p>	<p>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.</p>
<p>27 Settlement of Disputes</p>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>

	<p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) The purchaser shall pay the supplier any monies due the supplier.</p>
<p>28. Limitation of liability</p>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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.</p>
<p>29. Governing language</p>	<p>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.</p>
<p>30. Applicable law</p>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<p>31. Notices</p>	<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</p>

	<p>him shall be posted by ordinary mail to the address furnished in</p> <p>his bid or to the address notified later by him in writing and such</p> <p>posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing</p> <p>any act after such aforesaid notice has been given, shall be</p> <p>reckoned from the date of posting of such notice.</p>
<p>32 Taxes and duties</p>	<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,</p> <p>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>
<p>33 National Industrial Participation (NIP) Programme</p>	<p>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.</p>
<p>34 Prohibition of Restrictive practices</p>	<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</p>

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	<p>imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <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.</p>
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DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

<p>The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.</p>	<p>ACCEPT ALL</p>	<p>DO NOT ACCEPT ALL</p>
<p>NOTE: FAILURE TO ACCPET ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature..... Names (in print)</p> <p>Date</p>		