



# Office of the Premier

North West Provincial Government  
REPUBLIC OF SOUTH AFRICA



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Private Bag X129,  
MMABATHO  
2735

## SUPPLY CHAIN MANAGEMENT

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**BIDDERS ARE HEREBY INVITED TO SUBMIT BIDS FOR A REQUIRED PROFESSIONAL SERVICE TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK FOR THE NORTH WEST PROVINCE**

**BID NUMBER : NWOOP 1/2024/25**

**COMPULSORY BRIEFING SESSION : 09th July 2024**

**BID CLOSING DATE : 22<sup>nd</sup> July 2024**

**BID CLOSING TIME : 11H00**

**VALIDITY PERIOD : 90 DAYS AFTER THE CLOSING**

**COMPLETED BIDS MUST BE SUBMITTED IN A SEALED ENVELOPE AND BE DEPOSITED IN THE TENDER BOX SITUATED AT OFFICE OF THE PREMIER, GARONA BUILDING, FINANCIAL MANAGEMENT CORRIDOR, 1ST FLOOR, UNIVERSITY DRIVE, MMABATHO, MAFIKENG.**

### ENQUIRIES

#### RELATED TO BIDDING PROCEDURE

Ms. K. Mongale : [kefentse@nwpg.gov.za](mailto:kefentse@nwpg.gov.za) 018 388 5744

#### RELATED TO TERMS OF REFERENCE

Mr. M. Pitso : [MLPitso@nwpg.gov.za](mailto:MLPitso@nwpg.gov.za) 018 388 2491/082 802 9965

**NAME OF BIDDER:**

.....  
.....

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## 1. ACCESING BID DOCUMENTS

### 1.1 There are three methods of accessing bid documents as listed below:

Bid documents are available at the Office of the Premier, Garona Building, Financial management corridor, 1st Floor, University drive, Mmabatho, Mahikeng. (Monday to Friday 08h00-16h30) from the date of advertisement for a non-refundable fee of R300.00. The amount must be deposited into Office of the Premier bank account as follows: **ABSA, Account No: 41-1181-1613, Cheque Account, Branch Code: 632005**

**OR**

1.2 Download the bid document for free on E-tender Portal

**OR**

1.3 Download the document for free from Departmental website.

## 2. COMPULSORY BRIEFING SESSION

2.1 Compulsory briefing session will be held as follows:

<b>Date</b>	<b>:</b>	<b>09th July 2024</b>
<b>Venue</b>	<b>:</b>	<b>Geo-Science Building, Modiri Molema Street, Montshiwa, Mahikeng</b>
<b>Coordinates of the Venue:</b>		<b>25 (degrees) 5040.9S 25 (degrees) 374.0E</b>
<b>Time</b>	<b>:</b>	<b>11H30</b>

## 3. NON-ACCEPTABLE BIDS

3.1 Late bids will not be considered. Please note that bids are late if they are received at the bid tender box after the bid closing date and time.

3.2 Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will **NOT** be considered.

3.3 Bids that do not have the offer/ SBD 3.3 are not fully completed and shall **NOT** be accepted.

3.4 Bidders who do not have valid qualifications in Town Planning and Geographical Information Systems (GIS).

#### **4. REASONS FOR DISQUALIFICATION**

- 4.1 Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example, memberships that do not exist, BBBEE credentials, experience, etc.; Bidders who received information not available to other bidders through fraudulent means;
- 4.2 Bidders who made false declarations on the Standard Bidding Documents, or misrepresented facts; and/or
- 4.3 Bidders who are listed on the National Treasury's Database of restricted suppliers.
- 4.4 Bidders who are employed by government or any Organ of State.
- 4.5 Bidders who fail to submit a written declaration as to whether or not they would be in a position to commence the work within 10 working days after award of contract.

#### **5. OTHER CONDITIONS THAT MAY LEAD TO DISQUALIFICATIONS**

**Failure to comply with the conditions listed below may lead to a disqualification.**

- 5.1 The bidder must be registered and be fully compliant with the Central Supplier Database (CSD) requirements.
- 5.2 Where applicable, bidders must attach joint venture agreement that is signed by all parties when submitting bid documents.
- 5.3 Bidders must be Tax compliant with SARS.

#### **6. RETURNABLE DOCUMENTS- SBD FORM, JOINT VENTURE AGREEMENT**

General Conditions of Contract (GCC)

The following returnable documents should not be re-typed, but must be completed in full and in ink by duly authorised persons:

- 6.1 SBD 1 - Invitation to bid.
- 6.2 SBD 3 - 3 Pricing schedule for professional services.
- 6.3 SBD 4 - Declaration of interest.
- 6.4 SBD 6.1 - (Claim form for Preferential Points and a Medical certificate for permanent disability must be attached for claiming of disability points, where applicable)
- 6.5 General Conditions of Contract.

6.6 Joint venture/trust/consortium agreement must be attached if applicable and the below listed **requirement applies**: -

6.6.1 A copy of agreement signed by all parties must be attached.

6.6.2 Separate Tax Pin for each supplier.

6.6.3 Joint Banking Account details must be submitted. In the absence of a joint bank account, a written agreement between all the parties involved, stipulating the designated bank account into which payment must be affected, must be submitted.

**7. SBD FORMS**  
**7.1 INVITATION TO BID**

**SBD 1**

**PART A**  
**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (OFFICE OF THE PREMIER)</b>					
BID NUMBER:	NWOOOP 1/2024/25	CLOSING DATE:	22 <sup>nd</sup> July 2024	CLOSING TIME:	11h00
DESCRIPTION	<b>TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE NORTH WEST PROVINCE</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>OFFICE OF THE PREMIER</b>					
<b>GARONA BUILDING, FINANCIAL MANAGEMENT CORRIDOR</b>					
<b>UNIVERSITY DRIVE, MMABATHO</b>					
<b>MAFIKENG</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	MS. A. MOEKETSI		CONTACT PERSON	MR. M. PITSO	
TELEPHONE NUMBER	018 388 1022 065 983 2437		TELEPHONE NUMBER	018 388 2491 082 802 9965	
FACSIMILE NUMBER	NONE		FACSIMILE NUMBER	NONE	
E-MAIL ADDRESS	<a href="mailto:moeketsia@nwpg.gov.za">moeketsia@nwpg.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:MLPitso@nwpg.gov.za">MLPitso@nwpg.gov.za</a>	
<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] Yes <input type="checkbox"/> No <input type="checkbox"/>	B-BBEE STATUS LEVEL SWORN AFFIDAVIT	TICK APPLICABLE BOX] Yes <input type="checkbox"/> No <input type="checkbox"/>
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**[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & 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 SERVICES OFFERED?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES ENCLOSE PROOF]	<b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	YES <input type="checkbox"/>	NO <input type="checkbox"/>
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	YES <input type="checkbox"/>	NO <input type="checkbox"/>

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

## **2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 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:** \_\_\_\_\_

7.2 PRICING SCHEDULE

(Professional Services)

**NAME OF BIDDER :** \_\_\_\_\_

**BID NO** : NWOOP 1/ 2024/25

**CLOSING TIME** : 11H00

**CLOSING DATE** : 22<sup>nd</sup> July 2024

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based of the total estimate time for completion of all phases and including all expenses inclusive of applicable taxes for the project – **R:** \_\_\_\_\_
3. Persons who will be involved in the project and rates applicable (certified invoices must be rendered in terms hereof)
4. Phases according to which the project will be completed, cost per phase and man-days to be spent.

**NB: PLEASE REFER TO PAGE 22 OF THIS DOCUMENT FOR COMPLETE INFORMATION OF THE PHASES.**

<u>PHASES</u>	<u>PRICE</u>	<u>TIME PERIOD</u>
PHASE 1	R _____	2 Weeks
PHASE 2	R _____	8 Weeks
PHASE 3	R _____	8 Weeks
PHASE 4	R _____	4 Weeks
PHASE 5	R _____	4 Weeks

**NB: All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies.**

Period required for commencement with project after acceptance of bid: \_\_\_\_\_

5. Estimated man-days for completion of project: - \_\_\_\_\_

6. Are the rates quoted firm for the full period of contract? **YES/NO**

7. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.

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Any enquiries regarding bidding procedures may be directed to:

Ms. K. Mongale

TEL: 018 388 5744

[Kefentse@nwpg.gov.za](mailto:Kefentse@nwpg.gov.za)

Enquiries for technical information:

Mr. M. Pitso

Tel: 018 388 2491

Cell: 082 802 9965

[MLPitso@nwpg.gov.za](mailto:MLPitso@nwpg.gov.za)

### 7.3 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**

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#### 1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:
- c) Price; and
- d) Specific Goals.

#### 1.3 To be completed by the organ of state

The maximum points for this tender are allocated as follows:

	<b>POINTS</b>
PRICE	80
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

1.4 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.

1.5 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; and
- d) **“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 80/20

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

80/20

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

Where

$P_s$  = Points scored for price of tender under consideration

$P_t$  = Price of tender under consideration

$P_{min}$  = Price of lowest 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:

4.1.1 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 80/20 preference point system is applicable, corresponding points must also be indicated as such.**

**Note to tenderer: 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)
<b>Category A- Evaluation on B-BBEE points</b>		<b>Claim points below</b>
B-BBEE status 1	= 5 points	
B-BBEE status 2	= 2 points	
B-BBEE status 3 – 8	= 1 point	

<b>Category B= Enterprise located within North West Province(Locality)</b>		<b>Claim points below</b>
<b>NB: Preferred address on CSD will be used as for scoring and no points will be allocated if it has been changed in less than 1 month period before this request.</b>		
Companies in the townships/ remote areas of the North West Province, within the local municipality, where goods and service are required.  Where goods and services are delivered within the premises of Office of the Premier same points are allocated within District Municipal area.  Companies located in the North West Province where multiple delivery points are required.	5	
Companies located outside the borders of North West Province	0	
<b>Category C = Historically Disadvantaged Individuals, Youth, People living with disabilities</b>		
<b>Women = (Points will be according to number of shares held by Directors)</b>		
Historically Disadvantaged Individuals (HDI)	3	
Youth	3	
People living with disability (attach medical report)	2	
Women	2	

## 5. DECLARATION WITH REGARD TO COMPANY/FIRM

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

5.2. Company registration number: \_\_\_\_\_

### 5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]



## 7.4 BIDDER'S DISCLOSURE

### 1. PURPOSE OF THE FORM

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

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

### 2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

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 consortium<sup>2</sup> will not be construed as collusive bidding.

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

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

- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

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

.....	.....
<b>Signature</b>	<b>Date</b>
.....	.....
<b>Position</b>	<b>Name of bidder</b>

## **8. TERMS OF REFERENCE**

### **APPOINTMENT OF A SERVICE PROVIDER TO REVIEW THE PROVINCIAL SPATIAL DEVELOPMENT FRAMEWORK (PSDF) FOR THE NORTH WEST PROVINCE**

#### **8.1 PURPOSE**

- 8.1.1 To appoint a service provider to review, prepare, produce, and update the Provincial Spatial Development Framework (PSDF) and develop the implementation guidelines and other necessary support material. The reviewed PSDF is intended to provide a set of guidelines and management instructions that will be used to facilitate informed spatial planning and decision-making within the North West Province at provincial and local level.

#### **8.2 INTRODUCTION AND BACKGROUND**

- 8.2.1. The Spatial Planning and Land Use Management Act, 2013 (SPLUMA) provides a framework for a uniform, recognizable and comprehensive system of spatial planning based on principles, policies, directives and national norms and standards to achieve important urban, rural, municipal, provincial and national development goals and objectives through spatial planning and land use management.
- 8.2.2. The promulgation of the Spatial Planning and Land Use Management Act 16/2013 (SPLUMA) developed a new framework for spatial planning in South Africa. Section 15 of SPLUMA requires that the Premier of each province compile, determine and publish a Provincial Spatial Development Framework for the Province.
- 8.2.3. Section 15 of the National Spatial Planning and Land Use Management Act no 16 of 2013 (SPLUMA) “requires that the Premier of each province compile, determine and publish a Provincial Spatial Development Framework for the Province. Provincial Spatial Development Framework must be consistent with National Spatial Development Framework.
- 8.2.4. A Provincial Spatial Development Framework must coordinate, integrate and align the plans, policies and development strategies of national government; provincial departments; and municipalities.

8.2.5. The Executive Council must adopt and approve a provincial spatial development framework for the province within five years from the date of commencement of the Act.

8.2.6. Before determining a Provincial Spatial Development Framework contemplated in subsection (1) and any proposed amendments to the provincial spatial development framework contemplated in subsection (5), the Premier must:

- a) Give notice of the proposed Provincial Spatial Development Framework in the gazette and the media;
- b) Invite the public to submit written representations in respect of the proposed Provincial Spatial Development Framework to the Premier within 60 days after the publication of the notice referred to in paragraph (a); and
- c) Consider all representations received in respect of the proposed Provincial Spatial Development Framework.

### **8.3 OBJECTIVES**

The specific objectives of PSDF review

8.3.1. The specific objectives of the PSDF review project shall include the following:

- a) Provide a framework for policies, principles, norms and standards for spatial development planning and land use management.
- b) To guide future land use and development (forward planning).
- c) Set a policy for the overall spatial distribution of development which:
  - I. Indicate desired or undesired utilization of space in a particular area,
  - II. Identify areas where strategic intervention is required,
  - III. Indicate priority areas where public sector intervention is required,
  - IV. Inform and guide districts with their sub-regional plans.
- d) Respond to spatial implications and synergies arising from other development strategies and policies and ensure co-ordination.

- e) Provide framework for planning for district and local municipalities to co-ordinate and facilitate their planning and provide appropriate support (a framework for more detailed land use planning).
- f) Provide a framework for reduction of unsustainable villages and settlements into viable settlements, towns and cities that represent optimal use of scarce resources.
- g) To plan for areas of interaction and intersection between areas covered by district and local municipalities.
- h) Address environmental considerations in development planning.
- i) Conduct sessions to explain the PSDF and its content to provincial, district and local municipal planners and relevant personnel.
- j) Provide an opportunity for public and stakeholder consultation and participation.
- k) Be broadly aligned with the NDP 2030, especially the spatial principles articulated in chapter 8.

8.3.2. In addition to the Provincial Spatial Development Framework, **Guidelines for implementation** and **capacity building** should be developed. The elaboration process and the results of the PSDF shall provide the provincial and municipal decision-makers in the NWP with information and guidelines to improve land-use management and monitoring, dissemination of land related information and to support sustainable land-use.

8.3.3. **The specific objectives of implementation guidelines shall include the following:**

- a) Provide guidance on the implementation procedure of PSDF,
- b) Provide support material that will assist in implementation of PSDF,
- c) PSDF implementation guidelines and support material needs to be produced, approved, made available for the responsible personnel, and taken into use by them, and
- d) Consideration of the impact on the district and local municipal SDFs,
- e) Integration with the recommendations of the respective IDP processes.

**8.3.4 The specific objectives of capacity building shall include the following:**

- a) Build appropriate human capacity for custodianship and implementation of the PSDF at provincial and municipal levels,
- b) Institutionalization and buying in of the PSDF by officials, departments, municipalities, politicians and Traditional Leaders,
- c) Focus on key officers to build the capacity needed to implement, use and manage the PSDF material,
- d) Produce material to make it easy for the general public to understand the key points of the PSDF,
- e) Built capacity by involving the relevant officers and departments in drafting the PSDF and obtaining their inputs in the process,
- f) Provide the necessary training to use PSDF effectively, and
- g) Provide capacity to Provincial political leaders and officers as well as municipal councilors and officials and Traditional Leaders to know and understand the objectives of the PSDF, its contents, its role, legal status as well as the guidelines and other relevant deliverable(s).

**8.4 SCOPE OF WORK**

8.4.1 The appointed service provider must perform tasks as a prerequisite for the review of the PSDF. These tasks are listed below:

- a) Make use of and reference to the NDP for purposes of alignment,
- b) Make use of the PDP/Provincial priorities for purposes of alignment,
- c) Scan and extract pertinent directives from relevant policy and legislation,
- d) Compile an up-to-date representation of current land-cover (use) patterns for the North West Province,
- e) Make use of and reference to the NDP, Master /Sector Plans and other Provincial Plans for purposes of alignment,
- f) Examine all existing municipal SDF's in North West province and all local SDF's adjacent to the province; scan all the Spatial Planning Data Base Audit reports; peruse Integrated Development Plans; assess the IDP process and methodology; study relevant resource material produced by other organs of state; review current planning theory and practice

(national and international); and engage in a consultative process on the draft and final document.

## **8.5 SCOPE OF REVIEW**

8.5.1 The PSDF must be reviewed and prepared in terms of Section 16 of the Spatial Planning and Land Use Management Act and the process should include all stages as indicated in the project plan.

## **8.6 PROJECT DEFINITION (Content and Heading)**

8.6.1 The PSDF must comply and be aligned to chapter 4 section 12 of the Spatial Planning and Land Use Management Act(16 of 2013) and ensure that such a framework among others; interpret and represent the spatial vision of the responsible sphere of government and competent authority; address historical spatial imbalances in development; provide direction for strategic developments, infrastructure investment, promote efficient, sustainable and planned investments by all sectors and indicate priority area for investment in land development; include previously disadvantaged areas, areas under traditional leadership, rural areas, informal settlements, slums and land- holding of state-owned enterprises and government agencies and address their inclusion and integration into the spatial, economic, social and environmental objective of the relevant sphere, etc.

8.6.2 The content of the PSDF should be largely based on the provision of chapter 4 section C, 16 (a-f) and part C of the Spatial Planning and Land Use Management Act (Act 16 of 2013).

8.6.3 The PSDF should:

- a) Be a strategic overarching document,
- b) Be a policy, giving guidance,
- c) Show the future spatial pattern of the provincial activities,
- d) Reflect the three pillars of sustainable development (social, economic and environment) including where and what space should be developed in future,

- e) Show areas of potential and decline; and (Refer to Chapter 8 of NDP on Zones),
- f) Direct public and private investment (programmes and budgets).

## **8.7 PROJECT DESIGN**

8.7.1 The PSDF is to be prepared within the context of, and be aligned with, inter alia, the following:

### 8.7.1.1 International Context

- a) UNESCO Agenda 21,
- b) Convention on Biodiversity,
- c) Man and the Biosphere (MaB) Programme, and
- d) Directives on Sustainable Development.

### 8.7.1.2 National context

- a) The National Development Plan 2030,
- b) National Spatial Development Framework,
- c) The President's State of the Nation Address,
- d) Policy Statements of the National Planning Commission,
- e) National directives on municipal planning,
- f) National guidance on bio-regional/biodiversity planning,
- g) National Strategy for Sustainable Development for 2011-14,
- h) National legislation with specific reference to the following:
  - i. South African Constitution,
  - ii. Local Government: Municipal Systems Act,
  - iii. Local Government: Municipal Structures Act,
  - iv. National Environmental Management Act,
  - v. National Environmental Management: Biodiversity Act,
  - vi. Intergovernmental Relation Framework Act,
  - vii. SPLUMA Act 16 of 2013, and
  - viii. Traditional Leadership Framework Act.

8.7.1.3. Provincial context

- a) Premier's State of the Province Address
- b) Provincial Development Plan / provincial priorities
- c) Master plans of the various Departments

8.7.1.4. Local context

- a) IDPs and SDFs of district and local municipalities.
- b) Applicable policies and by-laws.

8.7.2. A detailed Research Report which clearly indicates the process followed, documents the results of each process and provides the motivation for the conclusion arrived in terms of the phases under 7.6. The Research Report will form an appendix to the PSDF.

## **8.8 PUBLIC CONSULTATION AND POLITICAL DECISION MAKING**

8.7.3. The consultative process for the review of the PSDF must be in accordance with the principles of co-operative government as set out in Chapter 3 of the Constitution. The process and political decision making should consist of at least five components, namely:

- a) Consultations at local level with the local and district municipalities.
- b) Provincial EXCO and the House of Traditional Leaders should be consulted on the process for buy-in.
- c) Technical level interactions will be facilitated through the establishment of the PSDF Project Steering Committee. Interviews and gathering information from all relevant national and provincial authorities responsible for sectoral development or vital infrastructure such as water, mining, housing, roads, agriculture and others is required.
- d) According to SPLUMA 2013, before publishing PSDF, the Office of the Premier must publish for public comment particulars of the draft PSDF in the Provincial Gazette or in the newspapers distributed in the North West Province.

The PSDF review process consists of the following 5 phases and/or major components:

PHASES	ACTIVITIES	DELIVERABLES	TIME-FRAMES
<b>1. Project Inception Document</b>	<ol style="list-style-type: none"> <li>1. First meeting of Steering Committee.</li> <li>2. Development and presentation of project inception document by service provider to the Steering Committee.</li> <li>3. Approval of project inception document by the Steering Committee.</li> </ol>	<ol style="list-style-type: none"> <li>1. Inception report</li> <li>2. Benchmarking/ research on international/ national trends</li> </ol>	7 <sup>th</sup> - 21 <sup>st</sup> August 2024 (2 weeks)
<b>2. Methodology</b>			8 Weeks (2 months)
<b>2.1 Data Collection</b>	<ol style="list-style-type: none"> <li>1. Meet with government officials to collect copies of spatial data and other relevant information.</li> <li>2. Analyze data sets to identify what the plans say about which land should be for development, as well as the participation of the community in developing and implementing the plan.</li> <li>3. Hold focus group meetings (organized by service provider) with identified stakeholders to:</li> <li>4. Find out from the community how they participated in the development of municipal plans; and</li> </ol>	<ol style="list-style-type: none"> <li>1. GIS base data</li> <li>2. Statistical data set</li> </ol>	26 <sup>th</sup> August to 14 <sup>th</sup> October 2024

	<ol style="list-style-type: none"> <li>5. Present a summary of the plans to the community explaining what the plans say about what land should be developed, how the community should be involved in the development and whether their views on the plans reflect their expectations and needs.</li> </ol>		
<b>2.2 Land Cover</b>	<ol style="list-style-type: none"> <li>1. Identify government departments, municipalities and entities where relevant data will be sourced.</li> <li>2. Meet with government officials to collect copies Land cover/land use data collection from departments, municipalities and other sources.</li> <li>3. Analyze data sets to identify what the plans say about land cover and use</li> <li>4. Compile a report on land cover and use.</li> </ol>		
<b>2.3 Contextual Policy and Legislative Framework</b>	<ol style="list-style-type: none"> <li>1. Development and presentation of policy and legislative framework documents by service provider to the Steering Committee.</li> <li>2. Approval of policy and legislative framework by the Steering Committee.</li> </ol>	Contextual Policy and Legislative Framework Report	
<b>2.4 Situational Analysis</b>	<ol style="list-style-type: none"> <li>1. Development and presentation of situational</li> </ol>	Situational Analysis Status Quo Report	

	<p>analysis documents by service provider to the Steering Committee.</p> <p>2. Approval of situational analysis document by the Steering Committee.</p> <p>3. Status quo Report</p> <p>4. An analysis of the physical location of the province.</p> <p>5. An analysis of current spatial characteristics and trends within the province</p> <p>6. Updated Land Cover and Land Use product</p>		
<b>2.5 Land use</b>	The purpose of this phase will be to calculate the current provincial population and formulate a Land Use Budget for the NWPSDF	<ol style="list-style-type: none"> <li>1. A population projection up to the year 2050</li> <li>2. A Land Use Budget for the year 2050.</li> <li>3. A land use audit for North West.</li> <li>4. Land use map</li> </ol>	
<b>3. Draft PSDF Document</b>			8 weeks/2 months
<b>3.1 Vision Statement</b>	The vision phase should define objectives for the spatial development of North West Province in alignment to the NDP vision statements and principles in chapter 8 on spatial planning and human settlements	<ol style="list-style-type: none"> <li>1. A set of strategic objectives, informed by current initiatives as well as inputs from interested and affected parties and the public participation (sector departments, municipalities, public, House of Traditional leaders, etc.) process</li> <li>2. Three scenarios for the future spatial</li> </ol>	21 <sup>st</sup> October to 09 <sup>th</sup> December 2024

		<p>development on the North West Province should be conceptually illustrated.</p> <p>3. The PSDF Project Steering Committee, informed by the outcomes of the stakeholder workshops, shall select the scenario for the basis of the PSDF.</p>	
<b>3.2 Draft PSDF</b>	<ol style="list-style-type: none"> <li>1. This phase will involve preparing spatial development proposals for the North West Province.</li> <li>2. The proposals should be referenced and aligned with chapter 8 of the NDP.</li> <li>3. The PSDF should examine both the urban and rural economy spaces, the nature of differentiation and typologies impacted by settlement patterns and different land usages in the province.</li> </ol>	<ol style="list-style-type: none"> <li>1. Proposals for spatial development</li> <li>2. Proposals for infrastructure development</li> <li>3. Proposals for socio-economic development</li> <li>4. Proposals for affordable housing development</li> <li>5. Proposals for environment and heritage protection</li> <li>6. Proposals for public utilities development</li> </ol>	
<b>4. Implementation Framework</b>	Provide an implementation framework for the implementation of the PSDF proposals, but also provide guidelines for the management of the implementation process	<ol style="list-style-type: none"> <li>1. An implementation guidelines and framework for the implementation of the PSDF proposals</li> <li>2. Support material to assist in the management of</li> </ol>	<p><b>(4 weeks / 1 month)</b> 10<sup>th</sup> January to 7<sup>th</sup> February 2025</p>

		development and land use change	
<b>5. Close-out report</b>			<b>(4 weeks/1 Month)</b> 10 <sup>th</sup> February to 10 <sup>th</sup> March 2025
<b>Total</b>			<b>8 months</b>
<b>Date of commencement of work</b>			
Bidders should provide written declaration as to whether or not they would be in a position to commence the work within 10 working days after award of contract.			

## 8.9 PROJECT DELIVERABLES

- 8.9.1 A detailed Provincial Spatial Development Framework for the North West Province must be submitted.
- 8.9.2 Land use analysis must be performed.
- 8.9.3 The final document must cover the relevant legislative background of PSDF's as well as the items listed under the Project Design in paragraph 8.7 here above.
- 8.9.4 Final report in digital format and a full colour hard copy.
- 8.9.5 Electronic documents/reports per phase as per programme of action be made available.

## 8.10 SKILLS TRANSFER

- 8.10.1 Skills transfer is expected to occur naturally during the project through some learning experiences between staff of government and those of the Service Provider.

## 8.11 RELEVANT SKILLS AND EXPERIENCE REQUIRED

- 8.11.1 The Project Team Leader must be registered with the South African Council for Planners (SACPLAN) as a Professional Planner with a minimum of five (5) years' experience in the field of the services required.
- 8.11.2 The GIS team leader/member must be a GIS professional registered with PLATO.

8.11.3 The project will require a dedicated professional team of town planners, economists, transport planners, environmental scientists and other professionals with relevant experience in the field of spatial planning and spatial planning frameworks. Comprehensive Curriculum Vitae (CV) of the consultant's project team must be included in the expression of interest. The CV's should provide detailed profiles of the various team members that will be involved in the project.

## **8.12 PROJECT MANAGEMENT TEAM**

8.12.1 The Office of the Premier (under the auspices of Provincial Policy and Planning) will oversee the project. A project steering committee shall be established consisting of the appointed service provider and officials from DARD, DEDECT and COGTA.

8.12.2 The Service Provider must provide secretariat services in respect of all meetings.

## **8.13 CONSULTATION**

8.13.1 The Service Provider will be required to engage in a provincial consultation process whereby the relevant provincial departments, districts, and local municipalities as well as key stakeholders will be consulted on the draft document.

8.13.2 The Office of the Premier (Provincial Planning and Strategy) and the project team will manage the project. The Office shall be responsible for organizing venue and refreshments during consultation sessions.

8.13.3 The PSDF is to be developed in line with but not limited to the requirements of the SPLUMA 2013.

8.13.4 Public Participation must also reflect:

- a) Interviews with Provincial departments / District and local municipalities.
- b) Workshops with provincial departments / major role-players (e.g. ESKOM, TELKOM, Spornet, etc.)
- c) District workshops to be determined as per work program.

- d) Summit to be held at the end of the process and the proceedings thereof should be incorporated in the final PSDF document.

#### **8.14 OBLIGATIONS OF THE SERVICE PROVIDER**

- 8.14.1 To act as an independent contractor in respect of work;
- 8.14.2 To attend meetings with officials of the OTP whenever required to do so for the purpose of obtaining information or advance in regard to the work and assignments or any matters arising there from or in connection therewith;
- 8.14.3 Be responsible for own resources (e.g., computers, laptops and all other working tools) to adequately perform functions.
- 8.14.4 To exercise all reasonable skills, care and diligence in execution of work and shall carry out their obligations in accordance with International Professional Standards;
- 8.14.5 Be professional in all matters and act as faithful adviser to the North West Office of the Premier as well as respecting laws and customs of the country and provinces in which any business in relation to the project is conducted; and
- 8.14.6 To identify possible risks that may impact the delivery of the project on time and ensure that necessary mechanisms are in place to manage such risks.

#### **8.15 CONTRACT MANAGEMENT**

- 8.15.1 The service will be managed in terms of the General Conditions of Contract (GCC), The service level agreement, SBD 7,2 and other additional agreements from both parties and all conditions set out in this tender document.

**NB: Acceptance of the tender is also subject to the condition that the contractor will implement the deliverable(s) as outlined in section 8.9.**

## **8.16 COMMENCEMENT OF WORK**

8.16.1 Bidder must be in a position to commence the work within 10 working days after award of contract.

## **8.17 CANCELLATION OF CONTRACT AND PENALTIES**

8.17.1 Office of the Premier reserves the right to cancel the contract if the service Provider fails to adhere to the conditions of the contract and apply penalties where necessary.

8.17.2 Office of the Premier shall demand that the service provider return any / or all documents and information in terms of the agreement.

8.17.3 Office of the Premier shall apply penalties whenever it is necessary to do so.

## **8.18 VETTING**

8.18.1 Acceptance of this tender is subject to the condition that both the contract in firm and its personnel must be cleared by the appropriate authorities to the level of confidentiality.

8.18.2 Obtaining a positive recommendation is the responsibility of the contracting firm concerned. If the principal contractor appoints a sub-contractor the same provisions and measures will apply to the sub-contractor.

## **9. EVALUATION CRITERIA**

**This bid will be evaluated in 4 stages.**

### **9.1 STAGE 1- DISQUALIFICATION CRITERIA**

**Bidders will automatically be disqualified if they fail to comply with the below listed requirements.**

9.1.1 Bidder(s) who do not attend the compulsory briefing session.

9.1.2 Bidder(s) who failed to indicate the total bid price on SBD 3.3.

9.1.3 Bidder(s) who are not affiliated with South African Council for Planners

9.1.4 (SACPLAN) either as a company or key role players

9.1.5 Bidder(s) whose three key personnel do not have the following qualifications: Town Planning and GIS.

**NB: Bidders who are compliant at this stage will qualify for the next stage.**

## 9.2 STAGE 2-VERIFICATION OF ADMINISTRATIVE REQUIREMENTS

9.2.1 This section deals with requirements in terms of the SBD forms, company registration certificate/ CSD report.

9.2.2 Failure to comply with the administrative requirements may lead to disqualification of the bid.

9.2.3 No company will be appointed without being fully compliant to the administrative requirements listed on item number 6 (Returnable documents- SBD form, joint venture agreement, GCC).

## 9.3 STAGE 3- EVALUATION OF FUNCTIONALITY

Please attach the required documentation for reference in order to be evaluated at this stage. All requirements are listed on the Table below as applicable per criterion.

No	Criterion	Weight
<b>9.3.1.</b>	<b>Qualifications and experience of the team.</b> <b>Names of team members must clearly be stated, and the team leader must be identified.</b> (Complete Annexure B)	<b>(20)</b>
<b>9.3.1.1</b>	<b>Any of the three key members of the team must have the following qualifications, Town Planning and GIS.</b>	20
<b>9.3.1.2</b>	<b>Evaluating the qualifications of team leader</b>	<b>(10)</b>
	Doctorate	10
	Masters Degree	7
	Honors degree	5
	Post graduate diploma and Bachelor degree	3
	Below Bachelor degree	1

<b>9.3.1.3</b>	<b>Evaluating the qualifications of two key personnel (points will be allocated to the highest qualifications between the two candidates)</b>	<b>10</b>
	Doctorate	10
	Masters Degree	7
	Honors degree	5
	Post graduate diploma and Bachelor degree	3
	Below Bachelor degree	1
<b>9.3.2</b>	<b>Experience of three (3) key projects team members.</b> a) A minimum of three (3) years' experience is required of any one of the team members. b) Curriculum Vitae of each member will guide the score and therefore experience must clearly be stated in the CV's.	<b>20</b>
<b>9.3.2.1</b>	<b>Evaluating experience of team leader</b>	<b>10</b>
	Above five (5) years of experience	10
	Five (5) years of experience	8
	Four (4) years of experience	6
	Three (3) years of experience	4
<b>9.3.2.2</b>	<b>Evaluating experience of two key personnel (points will be allocated to the highest experience between the two candidates)</b>	<b>10</b>
	Above Five (5) years of experience	10
	Five (5) years of experience	8
	Four (4) years of experience	6
	Three (3) years of experience	4
<b>9.3.3.</b>	<b>Capacity of the company to deliver (Number of years company has been operating and the experience the company has on the similar projects) Company registration certificates and reference letters for similar projects completed will be used to evaluate. NB: At least three projects of similar nature must have been completed by the company.</b>	<b>30</b>

<b>9.3.3.1</b>	<b>Evaluating the company on number of years in existence. (company registration Certificate/CSD report and company profile will guide the score)</b>	<b>10</b>
	Above Five (5) years of existence and experience clearly stated in the company profile.	10
	Four (4) years of existence and experience clearly stated on the company profile.	8
	Three (3) years of existence and experience clearly stated on the company profile.	5
	Two (2) years and below and experience clearly stated on the company profile	1
<b>9.3.3.2</b>	<b>Evaluation on similar projects completed.</b> (Reference letters should at least be within 5 years period during the stage of evaluation, they must be on a company letterhead, signed off by the representative of the company)	<b>20</b>
	Four (4) reference letters for similar projects	20
	Three (3) reference letters for similar projects	15
	Two (2) reference letters for similar projects	10
	One (1) reference letter for similar projects	5
	Reference letters not attached	0
<b>9.3.4.</b>	<b>Evaluation of methodology and understanding of the concept.</b>	<b>30</b>
	The project proposal from bidders should outline a methodology which addresses all phases of the project plan, and scores shall be allocated in line with: <ul style="list-style-type: none"> <li>❖ Proposals that address all phases of the project plan.</li> <li>❖ Time frames are within 8 months' period.</li> <li>❖ Acknowledge skills transfer.</li> </ul>	
	Proposal addresses all 5 stages	30
	Proposal addresses all 4 – 3 stages	20
	Proposal addresses all 2 – 1 stages	10
	Proposal addresses none of the stages	0
	Time frames are within 8 months period	5
	Time frames are outside 8 months period	0
	Acknowledges skills transfer	5
	Does not acknowledge skills transfer	0
	<b>Total points</b>	<b>100</b>

**NB: Companies which fail to obtain a threshold of (70/100) will be deemed non-responsive and shall not proceed to the next evaluation stage.**

#### **9.4 STAGE 4- EVALUATION ON 80/20 PREFERENTIAL POINTS SYSTEM**

**In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:**

- a) The bid price (maximum 80 points)
- b) Preferential points (maximum 20 points)
- c) The following formula will be used to calculate the points for price: 80

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

Where

$P_s$  = Points scored for comparative price of bid under consideration

$P_t$  = Comparative price of bid under consideration

$P_{\min}$  = Comparative price of lowest acceptable bid

### **10. AWARD OF BID**

10.1 Procedurally, a bid is awarded to the bidder who has complied to the terms of reference and other bid requirements. In addition to compliance the bidder must have scored the highest points, where price and preferential points are combined.

**Office of the Premier reserves the right to:**

- **Negotiate price with successful bidders and appoint the company whose prices are market related.**
- **Acceptance on the condition that the contractor will implement the deliverable(s) as outlined in the terms of reference above.**
- **Accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.**

## **11. DURATION OF THE PROJECT**

11.1 It is envisaged that the project will span a period of approximately eight (8) months from the date of appointment of the service provider. The time constraint on the project duration necessitates that the successful candidate demonstrates the ability and the capacity to complete such a project. The service provider should comply with the agreed time frames as indicated in the project plan.

**NB: Time frames will be amended accordingly after the service provider has been appointed.**

## **12. PAYMENTS**

12.1 Payments will be made only for work performed to the satisfaction of the Project Team in recommendation to the Office of the Premier. The service provider will only be paid according to deliverable successfully achieved (per phase), as per approved program of action, to the satisfaction of the Project Team together with the Memorandum of Agreement.

12.2 Financial penalties will be imposed if the outputs produced do not meet the agreed upon deliverable(s) criteria as stipulated in the General Conditions of Contract.

12.3 Original invoices to substantiate all costs must be provided. The invoices should include the Department's order number that will be provided to the selected service provider upon acceptance of the bid.

## **13. ACCOUNTABILITY AND REPORTING**

13.1 During the execution of the project, the service provider must submit regular progress reports and attend meetings at intervals as determined by the project team or steering committee managing the service provider.

13.2 All information captured and or used to generate the outputs of the project remain the property of the Office of the Premier and must be handed over in its totality when the project is closed. The Office of the Premier will retain copyright and all associated intellectual rights thereof. This document together with all agreements to be or reached during the course of the project becomes part of the contract. The information must be captured and provided in a digital format as agreed (in writing).

13.3 The service provider will be required to make presentations to EXTECH, EXCO and NWPCC structures for inputs and further amendments as may be required.

13.4 The project will be signed off by the Office of the Premier when all the end products have been delivered and a formal presentation made to the Office of the Premier to ensure that all requirements have been met.

**Submitted by:**



**Mr. B Malwane**

**BSC Chairperson**

**Date:**

14/06/24

**Approved by:**



**MP Mogotlhe**

**Accounting Office: Office of the Premier**

**Date:**

20/06/2024

**14. ANNEXURE A: GENERAL CONDITIONS OF A CONTRACT**

**Annexure A**

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

**NOTES**

The purpose of this document is to:

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

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

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

## TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
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13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
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## General Conditions of Contract

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

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

- 1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)
- 4. Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
- 5. Use of contract documents and information; inspection.**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
- 6. Patent rights**
- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
- 7. Performance**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

security

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

8. Inspections,  
tests and  
analyses

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,

- provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.
- 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
- 14. Spare parts**
- 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:
- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
- 15. Warranty**
- 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.
- 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.
- 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.
- 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claims by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

- 21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
- 22. Penalties:**
- 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
- 23. Termination for default**
- 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
  - (b) if the Supplier fails to perform any other obligation(s) under the contract; or
  - (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
- 23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
- 23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.
- 23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

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

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

<b>25. Force Majeure</b>	<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 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>
<b>26. Termination for insolvency</b>	<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>
<b>27. Settlement of Disputes</b>	<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 style="padding-left: 40px;">(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p style="padding-left: 40px;">(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p style="padding-left: 40px;">(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>

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation Programme (NIP)</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

**15. ANNEXURE B**

**Details of Names, Roles, Qualifications and Experience of Bidders Key Team Members**

**PLEASE COMPLETE THE TABLE**

NO	SURNAME AND INITIALS	ROLE IN THE PROJECT TEAM (e.g. Team leader, key member)	QUALIFICATIONS	YEARS OF EXPERIENCE IN THE SIMILAR FIELD
1.				
2.				
3.				

**NAME OF BIDDER:**

**SIGNATURE** \_\_\_\_\_

**DATE:** \_\_\_\_\_