



TENDER NO: LNW 05/22/23

PROJECT NAME: BABANANA PIPELINE PROJECT

RS-135: ROCK BLASTING SERVICES

BOOK 1 of 2: THE TENDER, CONTRACT DATA AND PRICING DATA

CLOSING DATE: 22nd September 2022 @ 11:00

ISSUED BY: LEPELLE NORTHERN WATER

Physical address: 01 Landros Mare Street
Polokwane
0700

Postal address: Private Bag X9522
Polokwane
0700

Tel: 015 295 1800

Fax: 015 295 1931

E-mail: information@lepelle.co.za

NAME OF TENDERER: _____

TOTAL AMOUNT: _____ (incl. VAT)

CHECKLIST

Please indicate in the column (Completed) Yes or No in writing and sign when completed at the bottom of this page. Failure to complete this checklist may render this tender as non-responsive.

Position in Document	Description	Complete (Yes / No)	Initial
Schedule A	Certificate for authority of companies Completed and Signed		
Schedule B	Record of Addenda to tender documents - Completed and Signed		
Schedule C	Relevant work experience carried out - Completed and Signed		
Schedule D	Tenderer Key Personnel - Completed and Signed		
Schedule E	Construction Plant & Equipment		
Schedule F	Company Banking Details - Completed and Signed		
Schedule G	Full details of directors / trustees / members / shareholders - Completed and Signed		
Schedule H	Contractors' OHS Management system checklist		
Schedule I	Contractors Labour Content - Completed and Signed		
Schedule J	Local Subcontracting - Completed and Signed		
Schedule K	Estimated Monthly Expenditure		
Schedule L	Project Execution Approach and Methodology		
SBD 1	Invitation to Tender - Completed and Signed		
SBD 2	Tax Clearance Certificate - Completed and Signed		
SBD 3.1	Pricing Schedule - Completed and Signed		
SBD 4	Declaration of interest - Completed and Signed		
SBD 6.1	Preference Points - Completed and Signed		
SBD 6.2	Declaration certificate for Local Product and content for Designated Sections		
SBD 8	Declaration of Past Supply Chain Management - Completed and Signed		
SBD 9	Certificate of Independent bid determination - Completed and Signed		
C1.1	Form of Offer and Acceptance - Completed and Signed		
C1.2	Contract Data - Completed and Signed		
C1.3	Blasting Indemnity - Completed and Signed		
C1.4	Health and Safety Contract - Completed and Signed		

C2.1	Pricing Data - All items in the Schedule of Quantities priced		
	Company registration certificated/ Copy of a sole trader (Copies must be certified)		
Position in Document	Description	Complete (Yes / No)	Initial
	Tax Clearance Certificate/s (Original and Valid)		
	Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)		
	Letter of Good Standing (COIDA)		
	Signed Joint Venture Agreement		
	CIDB Registration Certificate/s		
	B-BBEE Certificate		
	Municipal current rates account not more than three months		
	Printed the Tender Document in accordance with the page colour coding		
	Professional Presentation of Tender Proposal (Neatly bounded and file dividers for all the annexure)		

Signed:

Date:

CONTENTS

BOOK 1 OF 2

NUMBER	HEADING	PAGE	COLOUR
PART T1	TENDERING PROCEDURES	5	White
T1.1	TENDER NOTICE AND INVITATION TO TENDER	6	White
T1.2	TENDER DATA.....	10	Pink
T1.3.	PREFERENTIAL PROCUREMENT REGULATIONS	18	Pink
PART T2	RETURNABLE DOCUMENTS.....	19	Yellow
T2.1	LIST OF RETURNABLE DOCUMENTS.....	20	Yellow
T2.2	RETURNABLE SCHEDULES.....	21	Yellow
T2.3	DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT	64	Yellow
PART C1	AGREEMENT AND CONTRACT DATA	72	White
C1.1.	FORM OF OFFER AND ACCEPTANCE	73	White
C1.2	CONTRACT DATA.....	77	White
C1.3.	BLASTING INDEMNITY.....	82	White
C1.4.	HEALTH AND SAFETY CONTRACT	83	White
PART C2	PRICING DATA.....	86	Yellow
C2.1	PRICING INSTRUCTIONS	87	Yellow
C2.2	SCHEDULE OF QUANTITIES	89	Yellow

PART T1

TENDERING PROCEDURES

T1.1 TENDER NOTICE AND INVITATION TO TENDER

Bidders are hereby invited from contractors with experience in Rock Blasting Works to tender for the rockblasting services required for the Babanana Pipeline Project RS 135.

Bid documents will be available on National Treasury E-tender portal from **22nd AUGUST 2022**, E-tender Portal website, from www.etenders.gov.za

Briefing Session: *There will be non-compulsory virtual clarification meeting on 31st AUGUST 2022 at 10h00*

Meeting ID: To be uploaded on the advert 2 days before the briefing date

Bids are to be completed in accordance with the conditions and rules contained in the bid documents. All documents must be sealed and labeled with the Bid number and description, and placed in the tender box, at the offices of **Lepelle Northern Water in Polokwane situated in No. 1 Landros Mare Street**, not later than **11h00 on Thursday 22nd SEPTEMBER 2022**.

Bids will be opened on the closing date at **11h00 on Thursday 22nd SEPTEMBER 2022** in public. All bids shall hold good for **90 days** as from the closing date.

Bid documents which are not received and/or deposited in the tender box before **11H00** on the closing date will be marked as late bids and shall in terms of the **Procurement Policy of Lepelle Northern Water**, not be considered.

Procurement related enquiries may be directed to **Ms. Molatela Letsoalo** at 015 295 1800/ 1866, email: molatela@lepelle.co.za and **Technical related enquiries** may be directed to **Mr. Musa Ngoveni** at 015295 1866/1906, email: musan@lepelle.co.za from **08h00 to 16h00**.

Bidders are to seek clarity when unclear and if they want to visit the sites, an appointment may be arranged with the project manager.

The lowest or any bid will not necessarily be accepted and Lepelle Northern Water reserves the right not to consider any bid suitably endorsed or comprehensively completed, as well as the right to accept a bid in whole or part. Any bidder not contacted within 90-120 days after the closing date must consider their proposal unsuccessful.

EVALUATION CRITERIA



Preferential Points System will be used to evaluate this bid in line with the Preferential Procurement Policy Framework Act, 2017. Bidders will be evaluated on functionality first, only those qualifying by achieving the minimum cut off point of 71% will be evaluated. Followed by administrative compliance and then price and BBB-EE as the final stage.

THIS BID WILL BE EVALUATED AND ADJUDICATED ACCORDING TO THE FOLLOWING CRITERIA:

1. Relevant specifications
2. Value for money
3. Capability to execute the contract
4. LNW SCM Policy
5. PPPFA & associated regulations

A. MANDATORY REQUIREMENTS

- i. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid. **(Only applicable to JV Bidders)**
- ii. The BOQ must be completed in FULL to render the bid responsive. If any section of the bid document and the BOQ is left incomplete, the bid document will be disqualified.
- iii. Proof of registration on the Central Suppliers Database (CSD)

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

Bids will further be evaluated in terms of Method 4:

- i. Stage 1: Evaluation on Functionality (Minimum of 71% to be scored to be considered responsive)
- ii. Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and BBEE)

NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.

B. CONTRACT CONDITIONS

- i. For bids of an amount of R 30 million and above, the tenderer is to subcontract part of his/her works of the project to a minimum of 30% of the contract value. The works to be sub-contracted to the designated groups of locals (51% black owned companies) within the Greater Tzaneen Local Municipality. Local sub-contractors are to comply with applicable regulations. The works to be subcontracted includes but not limited to civil works, plant hire, supply of material etc.
- ii. LNW reserves the right to request the contractor to subcontract works within the project to locals in Greater Tzaneen Local Municipality for bids below R 30 million upon contractors' acceptance.
- iii. The approved bidder shall under no circumstances interrupt the operations of the plant as a result of his/her activities in, or around the Scheme;
- iv. Full adherence to the Occupational and Health and Safety Act, Act 85 of 1993 and other applicable Acts will be applicable during the course of the contract; and
- v. Labour desk to be created for employing local labour. All unskilled labour will be from local communities, skills transfer to be considered and where skilled locals are available, they are to be given first preference.
- vi. Form of contract shall be GCC 3rd Edition 2015.
- vii. Risk analysis will be conducted for the preferred bidder by Lepelle Northern Water through verifying company experience and personnel as submitted by the bidder including the arithmetic checks on the contract amount.

T1.2 TENDER DATA

T1.2.1 Standard Conditions of Tender

The Standard Conditions of Tender are contained in Annex F of Board Notice 136 of 2015 in Government Gazette No. 38960 of July 2015 as amended in Board Notice 136 of 2015, Construction Industry Board (CIDB) Standard for Uniformity in Construction Procurement (see www.cidb.org.za) and may be obtained from the CIDB (Tel 012-343 7136).

The Standard Conditions of Tender for Procurement make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender. Each item of data given below is cross-referenced to the Clause in the CIDB Standard Conditions of Tender to which it mainly applies.

Clause number	Tender Data
F.1.1	The employer is <i>Lepelle Northern Water</i>



F.1.2	<p>The Tender Documents issued by the Employer are:</p> <p>BOOK 1 OF 2</p> <p>Part T1: Tendering Procedures</p> <p>T1.1 Tender notice and invitation to tender T1.2 Tender Data T1.3 Preferential Procurement Regulations – Lepelle Northern Water</p> <p>Part T2: Returnable Documents</p> <p>T2.1 List of returnable documents T2.2 Returnable schedules T2.3 Declaration Certificate for Local content</p> <p>Part C1: Agreements and Contract Data</p> <p>C1.1 Form of offer and acceptance C1.2 Contract Data C1.3 Blasting Indemnity C1.4 Health and Safety contract</p> <p>Part C2: Pricing data</p> <p>C2.1 Pricing instructions C2.2 Activity schedules / Bills of Quantities</p> <p>BOOK 2 OF 2</p> <p>Part C3: Scope of work</p> <p>C3.1 Description of Works C3.2 Standard Specifications C3.3 Amendments to Standard Specifications C3.4 Particular Specifications C3.5 HIV/AIDS Requirements C3.6 Occupational Health and Safety C3.7 General Conditions of Contract (Government) C3.8 Labor Intensive Construction</p> <p>Part C4: Site Information</p> <p>C4.1 Site Information</p> <p><u>DOCUMENT PACKAGING</u></p> <p>Note 1: Book 1 of 2 and Book 2 of 2 only must be submitted to the Employer for tender evaluation purposes. The tenderer must ensure that his/her priced Bill of Quantity (BoQ) forms part of Book 1 of 2 and is attached after PRICING INSTRUCTIONS contained in Book 1 of 2.</p>
-------	--



F.1.4	The Employer's Agent is Tangos Consultants (Pty) Ltd.
F.2.1	<p>A Tenderer will not be eligible to submit a tender if:</p> <ul style="list-style-type: none"> (a) the Contractor submitting the tender is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices; (b) the Tenderer does not have the legal capacity to enter into the contract; (c) the Contractor submitting the tender is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing; (d) The Tenderer does not comply with the legal requirements stated in the Employer's procurement policy; (e) The Tenderer cannot demonstrate that he possesses the necessary professional and technical qualifications and competence, financial resources, equipment and other physical facilities, managerial capability, personnel, experience and reputation to perform the contract; (f) The Tenderer has not completed works of a similar nature as described in Clause F.3.11.5 (g) The Tenderer cannot provide proof that he is in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract, including: <ul style="list-style-type: none"> i. Confirmation from the Department of Labour of submission of the Tenderer's latest Employment Equity Policy as required in terms of the Employment Equity Act, 55 of 1998; Employment Equity Plan: Section 20 ii. Proof of UIF payment being up to date in terms of the Unemployment Insurance Contributions Act, No. 4 of 2002 iii. Proof of Expenditure for Skills Development as required in terms of the Skills Development Levies Act, 1999 (h) The Tenderer fails to offer the minimum contract participation goal. The contract participation goal on this project is a minimum of 30% of the net amount (N_A) of the contract. Refer to T2.2.34 for detailed information on contract participation goal.



	<p>The following tenderers who are registered with the CIDB, or are capable of being so registered prior to the evaluation of submissions, are eligible to have their tenders evaluated:</p> <ul style="list-style-type: none"> a) Contractors who have a contractor grading designation equal to or higher than a contractor grading designation determined in accordance with the sum tendered, or a value determined in accordance with Regulation 25 (1B) of 25(7A) of the Construction Industry Development Regulations, for required class of construction work; and b) Contractors registered as potentially emerging enterprises with the CIDB who are registered in one contractor grading designation lower than that required in terms of a) above and who satisfy the following criteria: <ul style="list-style-type: none"> i. That the Employer, following an interview with the management of the enterprise, is satisfied that such a Contractor has the potential to develop and qualify to be registered in that higher grade as determined in accordance with the provisions of the <i>CIDB Specification for Social and Economic Deliverables in Construction Works Contracts</i>; and ii. That the Employer, following a risk assessment, agrees to provide the financial, management or other support that is considered appropriate to enable the contractor to successfully execute that contract.
	<p>Joint ventures are eligible to submit tenders provided that:</p> <ul style="list-style-type: none"> i. The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid. (Only applicable to JV Bidders);
F.2.7	<p>The arrangements for a compulsory clarification meeting are as stated in the Tender Notice and Invitation to Tender.</p> <p>Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list.</p>
F.2.8	<p>Working days shall be from Monday to Friday and shall exclude all gazetted public holidays.</p>
F.2.10	<p>All Tenderers (all the partners in the case of a joint venture) must be registered for Value Added Tax (VAT) with the South African Revenue Services (SARS).</p>

F.2.12	<p>If a tenderer wishes to submit an alternative tender offer over and above the main offer, the only criteria permitted for such alternative tender offer is that it demonstrably satisfies the Employer's standards and requirements, the details of which may be obtained from the Employer's agent.</p> <p>Calculations, drawings and all other pertinent technical information and characteristics as well as modified or proposed Pricing Data must be submitted with the alternative tender offer to enable the Employer to evaluate the efficacy of the alternative and its principal elements, to take a view on the degree to which the alternative complies with the Employer's standards and requirements and to evaluate the acceptability of the pricing proposals. Calculations must be set out in a clear and logical sequence and must clearly reflect all design assumptions. Pricing Data must reflect all assumptions in the development of the pricing proposal.</p> <p>Acceptance of an alternative tender offer will mean acceptance in principle of the offer. It will be an obligation of the contract for the tenderer, in the event that the alternative is accepted, to accept full responsibility and liability that the alternative offer complies in all respects with the Employer's standards and requirements.</p> <p>The modified pricing data must include an amount equal to 5% of the amount tendered for the alternative offer to cover the Employer's costs in confirming the acceptability of the detailed design.</p>
F.2.13.3	Parts of each tender offer communicated on paper shall be submitted as an original, plus Nil copies.
F.2.13.5 F.2.15.1	<p>The Employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are stated in the Tender Notice and Invitation to Tenderers:</p> <p>The tender submission must be sealed and endorsed with the tender reference number, title of tender, volume number/name as well as the closing date and time of the tender.</p>
F.2.13.9	Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.
F.2.15	The closing time for submission of tender offers is as stated in the Tender Notice and Invitation to Tender.
F.2.16	The tender offer validity period is ninety (90) days from the closing time for submission of tenders
F.2.18	The tenderer shall, when requested by the Employer to do so, submit the names of all management and supervisory staff that will be employed to supervise the Labour-Intensive portion of the works together with satisfactory evidence that such staff members satisfy the eligibility requirements.
F.2.19	Access to the project site will be arranged after the clarification meeting for tenderers to visit the site.
F.2.20	The tenderer is required to submit with his tender a letter of intent from an approved insurer undertaking to provide the Performance Bond to the format included in Part T2.2 of this procurement document
F.2.23	<p>The tenderer is required to submit with his tender as Part T2 Returnable Documents, the certificates and documents listed in Section T2.1.</p> <p>The certificates as required in the Returnable Schedules and Forms must, where indicated as such, be provided with the tender by each party to a consortium / joint venture.</p>

F.3.4	<p>Tenders will be opened immediately after the closing time for Tenders as stipulated in T1.1 Tender Notice and Invitation to Tender.</p> <p>Tenders will be opened immediately after the closing time for Tenders.</p>
F.3.5	A two-envelope system will <u>not be followed</u> .
F.3.11	The tender evaluation method to evaluate all responsive tender offers will be Method 4 (Functionality, Price and Preference) .
F.3.11.1	<p>Bids will further be evaluated in terms of Method 4:</p> <ul style="list-style-type: none"> • Stage 1: Evaluation on Functionality (Minimum of 71% (25 points) to be scored to be considered responsive) • Stage 2: Evaluation on 80/20 or 90/10 preferential points system (Price and BBEE) <p>NB: Failure to comply with any of the above requirements will lead to disqualification of the tenderer.</p>
F.3.11.3	The financial offer will be scored in terms of the formula in F.3.11.3 (4)(a)(i) of the Standard Conditions of Tender.
	<p>The total points for Price and preferences must add up to 100 points. The financial offer will be scored using Formula:</p> <p><u>Formula for scoring the Tender Price</u></p> $P_p = A \times \left(1 - \frac{P_t - P_{min}}{P_{min}}\right)$ <p>Where:</p> <p>P_p = Preference points for price of tender under consideration; A = Points allocated to price; P_t = Rand value of tender under consideration; and P_{min} = Rand value of the lowest acceptable tender</p> <p><u>Total Scores for Price and Direct Preferences</u></p> <p>The points scored for a Tenderer in respect of Price must be added to the points scored for the Direct Preferences.</p> <p>Only the tender with the highest number of points may be selected, unless there are compelling and justifiable reasons not to do so.</p>
F.3.11.3	The functionality criteria and maximum score in respect of each of the criteria are as follows:
F.3.11.5	The procedure for the evaluation of responsive tenders is functionality, then administrative compliance and preference and price.
	<p>Stage 1 Functionality</p> <p>Under functionality, Bidders must achieve a minimum of 71% (25 points) of functionality points in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE).</p>

EVALUATION PROCESS.	
<p>All submissions duly lodged will be evaluated on functionality as pre-qualifying criteria. The evaluation criteria and points for measuring functionality are indicated below.</p> <p>Maximum Points for Functionality</p>	<p>Points</p> <p>35</p>
<p>Company Experience (15)</p> <p>Completed traceable projects in rendering of rock blasting services as main contractor (subcontracting to blasting specialist) or Blasting specialist.</p> <ul style="list-style-type: none"> ➤ One (1) projects = 5 Points ➤ Two (2) projects = 10 Points ➤ Three (3) and above projects = 15 points <p>Signed Completion certificates or Signed reference letter on client's official letterhead attached for relevant projects as proof of experience.</p> <p>Five (5) points per project to the maximum of Fifteen (15) points).</p>	<p>15</p>
<p>Capacity</p> <p>*Proposed key personnel (10)</p> <p><i>Note: No points will be allocated if no organogram (with specific job title indication for this specific project) attached with certified ID copies not later than 3 months of tender period</i></p> <ol style="list-style-type: none"> I. Detailed CV of key personnel CV of Site Manager with minimum National Diploma or higher in Civil or Mechanical Engineering and experience in site management (site agent/manager) on construction project. II. Detailed CV of key personnel CV of General Foreman with minimum Blasting Certificate and experience in blasting works level of rock blasting construction or mining project. <ul style="list-style-type: none"> - Site Agent/Manager: (with qualifications & experience) <ul style="list-style-type: none"> • 1 to 2 years equal one (1) point, • >2 to 5 years equals two (3) points, • above 5 years equals three (5) points. - General Foreman: (with qualifications & experience) <ul style="list-style-type: none"> • 1 to 2 years equal one (1) point, • >2 to 5 years equals two (3) points, • above 5 years equals three (5) points. <p>Reference must be attached including a certified academic qualification and ID copies (not older than three months from the tender date) and a clear indications of job title to be occupied by the person in this project must be incorporated into the organogram attached.</p>	<p>10</p>
<p>*Plant and Equipment (10)</p> <ul style="list-style-type: none"> • One (1) TLB or Excavator = 5 Points • Two (2) Tipper Truck(6m3) = 5 Points <p>Certificates of ownership or rental agreement specifying the type of equipment as list or required under this tender. as proof of Capacity.</p> <p>Five (5) points per project to the maximum of ten (10) points).</p>	<p>10</p>
Total Points	35



NOTE: Bidders must achieve a minimum of 71% (25 points) of functionality points in order to be considered for further evaluation in stage 2 (Evaluation on Price and BBEE).

ADMINISTRATIVE COMPLIANCE (Only to be requested from the preferred bidder)

- a) Bidders must submit a soft copy in a form CD/USB containing all the tender/bid document submission together.
 - b) All bid documents must be completed in full and in BLACK ink where applicable; (No tampering of bid documents with either correction fluid, sticky papers or any other thing which can indicate that the bid document has been tampered with).
 - c) Complete all SBD forms.
 - d) Municipal current rates account not more than three months old should be submitted.
 - e) Letter of Good standing, COIDA
 - f) Company registration documents
 - g) Certified valid ID copies of the company shareholders less than 3 months.
 - h) Original or Certified valid copy of BBB-EE Certificate (SANAS accredited) or Sworn affidavit.
- ✓ Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.

NOTE:

- a) ***All the above administrative compliance documents will be requested from the preferred bidder if not submitted with the tender document and failure to submit within 48hrs will lead to disqualification.***
- b) ***The JV agreement for JV partners to be submitted indicating percentage split up to 100% for partners to render agreement valid (Point will be allocated as per pro rata (proportional) JV percentage split). This is only applicable on company experience under functionality.***
- c) ***The JV partners must submit both mandatory documents for each Company.***
- d) ***Preferred JV bidder will be required to submit a JV bank account and VAT number.***
- e) ***The bidders must comply with all terms and condition including requirements as stipulated in the Tender Documents to be evaluated further.***
- f) ***LNW is not compelled to accept the lowest or any bid.***
- g) ***LNW reserves the right to reduce the scope of works due to budget constraints or reduction of scope of works due budget.***
- h) ***Bidders will be subjected to risk assessment, verification, and arithmetic check.***



Stage 2 Evaluation on Price and BBBEE 80/20 or 90/10	
<p>Tenderers who do not submit B-BBEE Status Level Verification Certificates on the closing date and time or who are non-compliant contributors to B-BBEE do not qualify for preference points for B-BBEE but should not be disqualified from the tendering process. They will score points out of 90 or 80 for price only and zero (0) points out of 10 or 20 for B-BBEE.</p> <p>Preference points for attaining a BBBEE status level of contribution will be allocated in accordance with the table below:</p>	

Table 2: BBBEE Preference Points

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

F3.13.1	<p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> a) the tenderer submits their UNIQUE PIN issued by the South African Revenue Services; b) the tenderer submits a letter of intent from an approved insurer undertaking to provide the Performance Guarantee to the format included in Part T2.2 of this procurement document c) the tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation; d) the tenderer or any of its directors/shareholders is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; e) the tenderer has not: <ul style="list-style-type: none"> i) abused the Employer's Procurement Management System; or ii) failed to perform on any previous contract and has been given a written notice to this effect; f) the tenderer has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process and persons in the employ of the state are permitted to submit tenders or participate in the contract;
	<ul style="list-style-type: none"> g) the tenderer is registered and in good standing with the Compensation Fund or with a licensed compensation insurer; h) the Employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2014, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely. i) the tenderer has committed to allocate a minimum of 30% of the net amount (NA) of the contract to targeted enterprises j) the tenderer complies with the Department of Trade and Industry (dti) minimum threshold requirements for local content for local production and content for: <ul style="list-style-type: none"> • Valves
F.3.17	<p>The number of paper copies of the signed Contract to be provided by the Employer is one (1)</p>



T1.3 PREFERENTIAL PROCUREMENT REGULATIONS

Supply Chain Management Procedures

Lepelle Northern Water is committed to fair, equitable and transparent supply chain management procedures free of corruption of any nature. Should anybody suspect any irregularity of any sort they are requested to state their concerns in writing to the Chief Executive Officer of Lepelle Northern Water without delay. Should a satisfactory explanation or action not be forthcoming from the Chief Executive Officer the matter should be reported to the office of the Public Protector.

This Request for Proposals has been compiled and approved by the Bid Specification Committee of Lepelle Northern Water established in terms of the Public Finance Management Act and its Regulations.

The bids received will be evaluated by the Bid Evaluation Committee in terms of the bids evaluation criteria described in this document. The Committee will then submit a report on the bids received to the Bid Adjudication Committee.

The Bid Adjudication Committee will make a recommendation to the Accounting Officer or his delegate nominated in writing. The Accounting Officer will either accept the recommendation of the Bid Adjudication Committee or refer it back to the Bid Adjudication Committee for further investigation or award the contract to a different bidder. In the event that the contract is awarded to a different bidder from the one recommended by the Bid Adjudication Committee, the Auditor-General shall be informed of the reasons for the decision.

The above process will, depending upon the complexity of the project and the number of bids received, take between 4 and 6 weeks. Bidders are requested to refrain from making queries on progress and/or from submitting unsolicited information regarding their bids and especially from commenting on other bidders' proposals during this time. Lepelle Northern Water will endeavor to keep bidders informed of the progress of the process.



PART T2

RETURNABLE DOCUMENTS



T2.1 LIST OF RETURNABLE DOCUMENTS

The tender document must be completed in full. The information the tenderer shall supply in his/her tender or attached to his/her tender shall include, but not be limited to the documents and schedules as set out below.

1. Company registration certificated/ Copy of a sole trader (Copies must be certified)
2. Tax Clearance Certificate/s (Original and Valid)
3. Copies of Identity Documents of Partners and/or Directors (NOT COPIES OF CERTIFIED ID)
4. Letter of Good Standing (COIDA)
5. Company Profile
6. B-BBEE Certificate
7. Municipal current rates account not more than three months in arrears should be submitted

Schedule A	Certificate for authority of companies	*1
Schedule B	Record of Addenda to tender documents	*1
Schedule C	Relevant Work Experience carried out specific to this Project	*1
Schedule D	Tenderer Key Personnel and Project Specific Organogram. (Key personnel to sign declaration)	*1
Schedule E	Construction Plant & Equipment	*1
Schedule F	Company Banking Details	*1
Schedule G	Full details of directors / trustees / members / shareholders	*1
Schedule H	Contractors' OHS Management system checklist	*2
Schedule I	Contractors Labour Content	*1
Schedule J	Local Subcontracting-Completed and signed	*2
Schedule K	Estimated Monthly Expenditure	*1
Schedule L	Project Execution Approach and Methodology	*1
SBD 1	Invitation to Tender	*2
SBD 2	Tax Clearance Certificate	*2
SBD 3.1	Pricing Schedule	*2
SBD 4	Declaration of interest	*2
SBD 6.1	Preference Points	*2
SBD 6.2	Declaration Certificate for Local Product and Content for Designated Sections	*2
SBD 8	Declaration of Past Supply Chain Management	*2
SBD 9	Certificate of Independent bid determination	*2

NOTES:

*1 - SCHEDULES/DOCUMENTS REQUIRED FOR TENDER EVALUATION PURPOSES

*2 - SCHEDULES/DOCUMENTS THAT WILL BE INCORPORATED INTO THE CONTRACT



T2.2 RETURNABLE SCHEDULES

SCHEDULE A: CERTIFICATE OF AUTHORITY FOR COMPANIES

This Returnable Schedule is to be completed by companies and close corporations. Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category.

A Company	C Joint Venture	E Close Corporation

B.1 Certificate for company

I,, managing director of the board of directors of hereby confirm that by resolution of the board taken on20....., Mr./Ms , has been duly authorized to sign all documents in connection with this tender and any contract resulting from it on behalf of the company. As witnesses:

-
Managing Director
Date
- 2.
Witness
Date

B.2. Certificate for Joint Venture

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr./Ms....., authorised signatory of the company , acting in the capacity of lead partner, to sign all documents in connection with the tender offer and any contract resulting from it on our behalf of:

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		



B.3 Certificate for close Corporation

We, the undersigned, being the key members in the business trading as

hereby authorise Mr/Ms, to sign all documents in connection with the tender and any contract resulting from it on our behalf of:

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.



SCHEDULE B: RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been considered in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		

NOTE: Attach additional pages if more space is required.

Signed: _____ Date: _____

Name: _____ Position: _____

Tenderer: _____



SCHEDULE C: RELEVANT WORK CARRIED OUT BY TENDERER

Provide successfully completed traceable projects in the “**completed traceable projects in blasting works**”. Relevant CompletionCertificates (accompanied by a detailed scope of work subject to verification) must be attached for each project’s as proof of Company Experience to score points.

Project Description	Contract Value (VAT excl)	Project Duration		Expenditure @ Completion	Reference		
		Start	Finish		Name:	Organization:	Tel No:

Name of Tendering Entity:

Signature:

_____ DATE: _____

SCHEDULE D

TENDERER'S KEY PERSONNEL

A Signed declaration/employment contract by proposed qualifying Site Manager and General Foreman must be included on their CV's. No points will be allocated, if detailed CVs with relevant qualifications and the required declarations are not attached. Each candidate must expect to be called for verification, should the proposed candidate be not available during construction, a similar replacement or better must be made available immediately and an employer must be notified in advance. The Key Proposed Key Personnel Certification format to be used is on Page T2.2-42 to T2.2-45

The tenderer must bear in mind the competency and experience of key personnel required in this tender and that the remuneration for these key personnel must be fully included in the tendered rates.

Full Names & Surname	Position in the Project Organogram	Qualification	No Years of Relevant Experience

TENDERER:

SIGNATURE:

DATE:



PROJECT SPECIFIC ORGRANOGRAM

1. KEY PROPOSED KEY PERSONNEL CERTIFICATION – *Site Agent/Manager*

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE
FOR DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



2. KEY PROPOSED KEY PERSONNEL CERTIFICATION – General Foreman

I, THE UNDERSIGNED (FULL NAMES OF PROPOSED KEY PERSONNEL):
..... CERTIFY THAT THE
INFORMATION FURNISHED ON THE CV IS CORRECT AND THAT I SHALL BE AVAILABLE FOR THE
PROJECT IN THE EVENT THAT MY EMPLOYER IS APPOINTED.

OUR ORGANISATION (FULL NAME OF COMPANY):
..... CERTIFY THAT
THE PROPOSED PERSONAL SHALL BE AVAILABLE AND IN THE EVENT THAT HE/SHE IS NOT
AVAILABLE IN THE EVENT OF APPOINTMENT, A SUITABLE REPLACEMENT SHALL BE MADE AVAILABLE
FOR DELOYEMENT TO THE PROJECT

.....
Signature of Proposed Staff

.....
Date

.....
Position as per Proposal

.....
Name of Company Rep:

.....
Signature by Company Rep.



SCHEDULE E

CONSTRUCTION PLANT AND EQUIPMENT

The following are lists of major items of **relevant** equipment that the bidder presently owns or leases and will have available for this contract or will acquire or hire for this contract if my / our tender is accepted.

Item no.	Quantity	Description, size, capacity, etc.	Indicate if equipment is: <ul style="list-style-type: none"> owned, rented, will be rented will be bought and availability %
1.		%
2.		%
3.		%
4.		%
5.		%
6.		%
7.		%
8.		%
9.		%

Signe
d

D
a
t
e

Name

P
o
s
i
t
i



o
n

*Tend
erer*



SCHEDULE F

COMPANY BANKING DETAILS & FINANCIAL REFERENCE

1. Complete Name :
(Business)
- Registered Address:
- Registration No. :
- Type of Business :

Indicate with an "X"

One-man Business	Partnership	Private Company	Closed Corporation	Joint Venture	Consortium	Others
---------------------	-------------	--------------------	-----------------------	------------------	------------	--------

- Date registered :
- Tel. No. : (W) Code: No.:
- Cell No. :
- Fax No. : Code: No.:
- E-mail :

2. AUTHORIZED / CONTACT PERSON

- Name :
- Title :

3. FINANCIAL DETAIL

(1) Bank detail

- Bank Rating (Provide stamped confirmation letter from the bank)
- Bank :
- Branch :
- Account Name:
- Account No. :
- Contact person at bank:
- Tel No. :
- E-mail No. :



SCHEDULE G

FULL DETAILS OF DIRECTORS / TRUSTEES / MEMBERS / SHAREHOLDERS

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Perusal Number

**SCHEDULE H:
CONTRACTORS' OHS MANAGEMENT SYSTEM CHECKLIST**

1. OHS Policy and Management

- 1.1 Is there a written company health and safety policy?
- 1.2 Does the company have an OHS Management System?
- 1.3 Is there a company OHS Management System manual or plan?
- 1.4 Are health and safety responsibilities clearly identified for all levels of staff?

2. Safe Work Practices and Procedures



YES/NO

<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/>	<input type="checkbox"/>

2.1 Has the company prepared safe operating procedures or specific safety instructions relevant to its operations? ☐ ☐

2.2 Does the company have any permit to work systems? ☐ ☐

2.3 Is there a documented incident investigation procedure? ☐ ☐

2.4 Are there procedures for maintaining, inspecting and assessing the hazards of plant operated/ owned by the company? ☐ ☐

2.5 Are there procedures for storing and handling hazardous substances? ☐ ☐

2.6 Are there procedures for identifying, assessing and controlling risks associated with manual handling? ☐ ☐

3. OHS Training

3.1 Is health and safety training conducted in the company? ☐ ☐

3.2 Is a record maintained of all training and induction programs undertaken for employees in the company? ☐

4. Health and Safety Workplace Inspection

4.1 Are regular health and safety inspections at worksites undertaken? ☐ ☐

4.2 Are standard workplace inspection checklists used to conduct health and safety inspections? ☐ ☐

4.3 Is there a procedure by which employees can report hazards at workplaces? ☐ ☐

5. Health and Safety Consultation

5.1 Is there a workplace health and safety committee? ☐ ☐



5.2 Are employees involved in decision making over OHS matters?

☐ ☐

5.3 Are there employee elected health and safety representatives?

3. OHS Performance Monitoring

6.1 Is there a system for recording and analyzing health and safety performance statistics?

☐ ☐

6.2 Are employees regularly provided with information on company health and safety performance?

☐ ☐

6.3 Has the company ever been convicted of an occupational health and safety offence?

☐ ☐

7. Health and Safety Plan for this specific contract

7.1 Does your company's health and safety plan contain the following elements?

☐ ☐

- a) Description of contract
- b) OHS structure for work undertaken under this contract
- c) Induction and safety training
- d) Safe work practices and procedures for specific work undertaken
- e) Risk assessment for specific work undertaken
- f) Workplace inspection schedule for duration of contract
- g) OHS consultative processes to be followed
- h) Emergency procedures for specific contract
- i) Incident recording and investigation procedures
- j) Health and safety performance monitoring arrangements to be implemented during contract

Signed:

Name:

Position:



SCHEDULE I: CONTRACTOR LABOUR CONTENT

The tenderer shall complete the table below to reflect the labor force anticipated to be employed on this contract, including labor employed by sub-contractors.

The specified minimum target value is 10% of Tendered Sum

TYPE OF LABOUR	MAN-HOURS	TOTAL WAGE COST (EXCL. VAT)
Permanent Labor		
Temporary Labor		
SMME/BEE's Labor		
TOTAL		
PERCENTAGE (%)		

Note to tenderer: Labor is defined as hourly paid personnel

SIGNED ON BEHALF OF THE TENDERER:.....



SCHEDULE J: LOCAL SUBCONTRACTING

Subcontracting agreement of 30% of contract value with local EME (Exempted Micro Enterprise) or QSE (Qualifying Small Enterprises) within the Greater Tzaneen Municipality or Mopani District Municipality in compliance to National Treasury guidelines PPPFA 2017 item 9 on subcontracting with 51% Black owned company. Failure to comply will lead to disqualification. The tenderer shall sign a sub-contracting agreement with a sub-contractor on the list provided by LNW as part of the online tender documentation. The sub-contracting agreement shall be attached to Schedule J of the tender submission and duly signed.

We notify you that it is our intention to employ Local Subcontractors for the following Works in this contract.

If we are awarded a contract, we agree that this notification does not change the requirement for us to submit the name of proposed subcontractors in accordance with requirements in the contract for such appointments.

Item No	Description of the Works	Value of Work
1.		
2.		
3.		
4.		
5.		
TOTAL		

SIGNED ON BEHALF OF THE TENDERER:.....



SCHEDULE K

CONTRACTORS' ESTIMATED MONTHLY EXPENDITURE

The tenderer shall state his estimated value of the work to be completed every month, based on his preliminary programme and his tendered unit rates, in the table below.

MONTH NO.	VALUE
1:	R
2:	R
3:	R
4:	R
5:	R
6:	R
7:	R
8:	R
9:	R
10:	R
11:	R
12:	R
TOTAL	R

SIGNED ON BEHALF OF TENDERER:



SCHEDULE L

PROJECT EXECUTION APPROACH AND METHODOLOGY

The tenderer is required to submit a method statement setting out how the work is to be undertaken in general and with particular reference, inter alia, to the following:

- Rock Blasting Works
- Traffic accommodation during construction in a built-up area
- Protection of the general public during construction activities
- Protection of existing services (sewer, electricity, telephone, etc);
- Protection of working space;

This list is not exhaustive but is provided to assist with preparation of the method statement

The tenderer must attach the method statement to this page. The method statement should be no longer than 3 pages.

The method statement must respond to the Scope of Work and outline the proposed approach / methodology. The method statement should articulate what value the Tenderer will add by in achieving the stated objectives for the project.

The Tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach paper should explain the methodologies which are to be adopted, demonstrate the compatibility of those methodologies with the proposed approach. The approach should also include a quality plan which outlines processes, procedures and associated resources, applied by whom and when, to meet the requirements and indicate how safety and risks will be managed and what contribution can be made regarding value management.



Tender No: LNW 15/21/22
BABANANA WATER PROJECT RS 135 -
Phase 1: Rock Blasting Services

PART C1

AGREEMENT AND CONTRACT DATA

C1.1 FORM OF OFFER AND ACCEPTANCE

The Employer, identified in the acceptance signature block, has solicited offers to enter into a contract for the procurement of:

Project Name: RE-ADVERT: LNW 05/22/23- ROCK BLASTING SERVICES

The tenderer, identified in the offer signature block, has examined the documents listed in the Tender Data and addenda thereto as listed in the returnable schedules, and by submitting this offer has accepted the conditions of tender.

By the representative of the tenderer, deemed to be duly authorized, signing this part of this form of offer and acceptance, the tenderer offers to perform all of the obligations and liabilities of the contractor under the contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS:

.....

.....Rands (in words);

R... (in figures)

This offer may be accepted by the Employer by signing the acceptance part of this form of offer and acceptance and returning one copy of this document to the tenderer before the end of the period of validity stated in the Tender Data, whereupon the tenderer becomes the party named as the contractor in the Conditions of Contract identified in the Contract Data.

Signature

Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....



ACCEPTANCE

By signing this part of this form of offer and acceptance, the Employer identified below accepts the tenderer's offer. In consideration thereof, the Employer shall pay the contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the tenderer's offer shall form an agreement between the Employer and the tenderer upon the terms and conditions contained in this agreement and in the contract that is the subject of this agreement.

The terms of the contract, are contained in:

Part C1: Contract Data, (which includes this agreement)

Part C2: Pricing data

Part C3: Scope of work.

Part C4: Site information

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto as listed in the tender schedules as well as any changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance, are contained in the schedule of deviations attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in this schedule.

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

Notwithstanding anything contained herein, this agreement comes into effect on the date when the tenderer receives one fully completed original copy of this document, including the schedule of deviations (if any). Unless the tenderer (now contractor) within five working days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this agreement, this agreement shall constitute a binding contract between the parties.

Signature Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date



Schedule of Deviations (To be filled in if there are any Deviations or Alternatives accepted)

1. Subject	:	_____
Details	:	_____

2. Subject	:	_____
Details	:	_____

3. Subject	:	_____
Details	:	_____

4. Subject	:	_____
Details	:	_____

5. Subject	:	_____
Details	:	_____

By the duly authorized representatives signing this agreement, the Employer and the tenderer agree to and accept the foregoing schedule of deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender schedules, as well as any confirmation, clarification or changes to the terms of the offer agreed by the tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the tenderer of a completed signed



copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this agreement.

(To be signed only if there are any Deviations listed above)

Signature Date

Name

Capacity

FOR THE TENDERER

(Name and address of organization)

Name and signature of witness

.....

Date

Signature

Date

Name

Capacity

FOR THE EMPLOYER

Name and signature of witness

.....

Date



C1.2 CONTRACT DATA

The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Block 19, Thornhill Office Park
Bekker Street, Vorna Valley,
Midrand.
Private Bag X200, Halfway House. 1685
Tel: 011-805 5947
Fax: 011-805 5971

C1.2.1 Contract Specific Data.

The General Conditions of Contract for Construction Works Third Edition (2015) published by the South African Institution of Civil Engineering, is applicable to this contract. Copies of these General Conditions of Contract may be obtained from the South African Institution of Civil Engineering:

Contract Specific Data.

The following contracts data are applicable to this contract:

REFERENCE TO:	CLAUSE.	DATA
Contractor.	1.1.1.9	<i>To be appointed by Lepelle Northern Water</i>
Defect liability Period	1.1.1.13	<i>The defect liability period shall be 12 months.</i>
Due Completion Date	1.1.1.14	<i>The Works shall be completed within 18 calendar months as envisaged by the employer. (As required by the main contractor)</i>
Employer.	1.1.1.15	<i>Lepelle Northern Water</i>
Employer's Agent	3.2.1	<i>Tangos Consultant 122, Diemeer Bendor, Polokwane Email: admin@tangosgroup.co.za 015 298 8828</i>
Sub-Contracting	4.4	<i>No Works of value more than 25% of contract amount may be sublet to non-HDI Sub-contractor if contract has been obtained with HDI points</i>
Selection of subcontractors	4.4.1	<i>The tenderer/Contractor is to subcontract part of his works of the project in compliance to national treasury guidelines PPPFA 2017 item 9. The works to be sub-contracted to the designated group of locals within the Tzaneen Local Municipality/ District Municipality or Limpopo Province where feasible. Sub-contractors are to comply with applicable regulations and approved by LNW. This</i>

REFERENCE TO:	CLAUSE.	DATA
		<i>will be done by a subcontractor selected by the Contractor in consultation with the Employer.</i>
Contract Cessions	5.1	Contract Cessions will be approved by the Employer on this Project
Documentation Required Before Commencement with Works	5.3.1	<p><i>The Works are to be commenced within twenty-one (21) days of the Commencement Date. The documentation required before commencement with Works execution are:</i></p> <ul style="list-style-type: none"> ✓ <i>A signed Agreement between the Employer and the Contractor for the Works to be completed by the Contractor in terms of the provisions of Section 37(2) of the Occupational Health and Safety Act (Act No.85 of 1993) and the Construction Regulations promulgated there under (Refer to Clause 4.3). Tender Document will be applicable</i> ✓ <i>Health and Safety Plan and approved OHS file by the Department of Labor in terms of Construction Regulations 2014 (Clause 4.3)</i> ✓ <i>Proof of payment to the Employer, that the Contractor has paid all contributions required in terms of the Compensation for Occupational Injuries and Diseases Act, No. 130 of 1993 (Refer to Clause 4.3).</i> ✓ <i>Sub-contracting strategy including information pertaining to the identified sub-contractors to be used (names, proven capabilities, project experience and scope of work to be sub-contracted) (clause 4.4.1)</i> ✓ <i>Initial Program</i> <i>Clause 5.6</i> ✓ <i>Security</i> <i>Clause 6.2</i> ✓ <i>Insurance</i> <i>Clause 8.6</i> ✓ <i>CVs and qualifications of key staff, and Contractor's project team organogram.</i> <i>Clause 8.6</i>
Submission of documents required in clause 5.3.1	5.3.2	<i>The time to submit the documentation required before commencement with the Works execution is 21 days except OHS related documents which must be submitted within 7 days.</i>
Time for Completion	5.6.2.1	<i>18 months from date of site handover, including Special Non-working.</i>

REFERENCE TO:	CLAUSE.	DATA
Special Non-working days	5.8.1	The special non-working days are public holidays
Penalty for delay	5.13.1	0.03% of the contract value per calendar day and part thereof.
Liability for Any Latent Defects	5.16.3	The latent defect period is 10 years.
Guarantee Sum	6.2.1/6.2.2	The form of security for this contract will be a Performance Guarantee to the value of 10% of the Contract Value
Contract Guarantee	6.2.3	The performance guarantee shall not have an expiry date
Percentage Allowances	6.5.1.2.3	The percentage allowances shall be 10%.
Contract Price Adjustment	6.8.2	Contact Price Adjustment is applicable.
Special Materials	6.8.3	There are no special materials in this contract.
Materials on Site	6.10.1.5	The percentage limit on materials and plant not yet built into the Permanent Works is 80% of the value of the plant and materials. No upfront payment shall be permitted. Proof of payment and formal cession of the plant and material to LNW will be required.
Retention Money	6.10.3	The percentage retention is 10% in addition to the performance guarantee on each payment certificate and in accordance to LNW Policy.
Limit of Retention	6.10.3	The limit of retention money is 10% of the tender sum.
Retention Money Guarantee	6.10.5	A Retention Money Guarantee may be required in lieu of retention money.
Variations exceeding 15 %	6.11	Delete "15 percent" in this and associated clauses and enter "50 per cent".
Defects Liability Period	7.8.1	12 Months
Excepted Risks	8.3	The contractor must include in his insurances risks due to use or occupation by the Employer or Employees of the Employer or agents or other contractors of any part of the Works.
Limit of indemnity	8.4.2	claims unlimited
Insurances	8.6.1	The amount to be included in the sum insured to cover the value of:

REFERENCE TO:	CLAUSE.	DATA
	8.6.1.1.2	<i>Materials and equipment supplied by the Employer for incorporation into the works is Nil excluding VAT.</i>
	8.6.1.3	<i>The limit of the liability insurance required shall not be less than the contract amount. The number of claims during the construction and Defects Liability Period shall be unlimited.</i>
	8.6.1.5	<i>The following additional and varied insurances are required: CAR & SASRIA should not be less than the contract amount.</i>
<i>Dispute Resolution</i>	<i>10.5.1, 10.5.3</i>	<i>The number of Adjudication Board Members to be appointed: one. Adjudication, Arbitration, and the Court will be acceptable dispute resolution mechanisms</i>

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



C1.2.2 Data provided by the Contractor

GCC REF. CLAUSE No	
1.1.1.9	Name of Contractor:
1.2.1.2	Address of Contractor: Physical: Postal: Telephone No: Fax No: E-mail:

Clause 6.8.3 of the GCC:

Special Materials	Unit on which variation will be determined*	Price (ex-factory) for the base month (exc. Vat) **

Notes:

* Indicate whether the material will be delivered in bulk or in containers.

** The price for special materials is only the price for the material ex-factory and does not include the cost of transport, labour or any other costs. When called upon to do so, the tenderer shall substantiate the above prices with acceptable documentary evidence for the base month and the month in which the increase is claimed.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder



C1.3 BLASTING INDEMNITY

Contract No.

Given by

*Company Registration No.

Address

a *Company incorporated with limited liability according to the company laws of the Republic of South Africa,

*Partnership, *Close Corporation, *Public Company (hereinafter called the Contractor), represented herein

by in his capacity as
the Contractor's

..... duly authorised hereto by a resolution of the Contractor dated

..... a certified copy of which resolution is attached to this Indemnity.

WHEREAS the Contractor has entered into a Contract with the **LEPELLE NORTHERN WATER** (hereinafter called the Company) for,

.....
and the Company requires this Indemnity from the Contractor

NOW THEREFORE THIS DEED WITNESSETH that the Contractor does hereby indemnify and hold harmless the Company in respect of all loss or damage that may be incurred or sustained by the Company by reason of or in any way arising out of or caused by blasting operations that may be carried out by the Contractor in connection with the aforementioned Contract and also in respect of all claims that may be made against the Company in consequence of such blasting operations, by reason of or in any way arising out of any accidents or damage to persons, life or property or any other cause whatsoever, and also in respect of all legal or other expenses that may be incurred by the Company in examining, resisting or settling any such claims; for the due performance of which the Contractor binds itself according to law.

THUS DONE AND SIGNED for and on behalf of the Contractor at on the
..... day of 20 in the presence of the subscribing witnesses.

AS WITNESSES

1.

SIGNATURE

2.

DESIGNATION OF SIGNATORY

*Delete which does not apply



C1.4 HEALTH AND SAFETY CONTRACT

1. The Occupational Health and Safety Act comprises Sections 1 to 50, Construction Regulations 2014 and all un-repealed regulations promulgated in terms of the former Machinery and Occupational Safety Act No 6 of 1983 as amended, as well as other regulations which may be promulgated in terms of the OHS Act.
2. 'Mandatory' is defined as including an agent, a contractor or a subcontractor for work, but without derogating from his status in his own right as an employer or user of plant and machinery.
3. Section 37 of the Occupational Health and Safety Act potentially punishes employers (principals) for the unlawful acts or omissions of mandataries (contractors) save where a written agreement between the parties has been concluded containing arrangements and procedures to ensure compliance with the said Act by the mandatory.
4. All documents attached or referred to in the above agreement form an integral part of the agreement.
5. To perform in terms of this agreement mandataries must be familiar with the relevant provisions of the Act.
6. Mandataries who utilise the services of their own mandataries (subcontractors) are advised to conclude a similar written agreement.
7. Be advised that this agreement places the onus on the mandatory to contact the employer in the event of inability to perform as per this agreement. The employer, however, reserves the right to unilaterally take any steps as may be necessary to enforce this agreement.
8. The contractor shall be responsible for the full and proper implementation of the terms and provisions of the Act and its regulations in the area in which the work is to be undertaken by the contractor.
9. The contractor shall be responsible for the well-being, in relation to health and safety, of all persons coming upon or into such area in accordance with that legislation, including the implementation of any directives issued by management of Lepelle Northern Water in this respect.
10. The work to be done is _____
11. The area in which the work is to be conducted is _____
12. The contractor shall familiarize himself with such area and all risks existing thereon and undertakes to report to the representative of Lepelle Northern Water any hazard or risk to health and safety which arises during the contract work in the area concerned and over which the contractor may have no control. All necessary and appropriate safety / health equipment shall be issued by the contractor to all persons working on or coming into the area.

C1.4.1 HEALTH AND SAFETY CONTRACT BETWEEN EMPLOYER AND CONTRACTOR IN TERMS OF SECTION 37(2) OF THE OCCUPATIONAL HEALTH AND SAFETY ACT NO 85 OF 1993.

Written agreement between Lepelle Northern Water (hereinafter referred to as “the Employer) and _____ (Hereinafter referred to as “the mandatory”) as envisaged by Section 37(2) of the Occupational Health and Safety Act, No. 85, of 1993 as amended.

I _____ representing _____ (mandatory) do hereby acknowledge that _____ (mandatory) is an employer in its own right and shall be regarded as the employer for purposes of the contract work specified in the body of the principal agreement with duties as prescribed in the Occupational Health and Safety Act, No. 85 of 1993 as amended so as to ensure that all work will be performed or machinery and plant used in accordance with the provisions of the said Act. I furthermore agree to comply with the requirements of the Employer as contained in the Occupational Health and Safety Specification included with the principal agreement and to liaise with the employer should I, for whatever reason, be unable to perform in terms of this agreement.

Signed this _____ day of _____ at _____

Signature on behalf of mandatory

Signature on behalf of Employer

Compensation Fund Registration No. of mandatory

Good Standing Certificate: ☐ yes ☐ no (tick one box)



C1.4.2 OCCUPATIONAL HEALTH AND SAFETY INDEMNITY UNDERTAKING

I, the undersigned: _____

in my capacity as: _____

of the firm: _____

1. hereby undertake to ensure that I/my firm and/or employees and/or subcontractors and/or his employees -
 - 1.1 comply strictly with the provisions of the Occupational Health and Safety Act of 1993 (as amended) and/or the regulations promulgated in terms thereof, with specific reference to section 37(2) of the said act, as well as any relevant legislation, in the course of the performance/execution of any service and/or work in, to or on any Lepelle Northern Water buildings, construction sites and/or premises;
 - 1.2 ensure that consultants and/or visitors comply with any instructions and measures relating to occupational health and safety, as prescribed by Lepelle Northern Water; and
 - 1.3 comply strictly with the statutorily prescribed work systems, operational equipment, machinery and occupational health and safety conditions;
2. and as an independent employer and contractor, hereby indemnify, in terms of the above undertakings, Lepelle Northern Water -
 - 2.1 in respect of any costs that I/my firm and/or employees and/or subcontractors and their employees may incur of necessity in compliance with the above undertakings; and
 - 2.2 against any claims that may be instituted against Lepelle Northern Water and/or any liability that Lepelle Northern Water may incur, whether instituted and/or caused by me/my firm's employees, agents, consultants, subcontractors and/or their employees and visitors or Lepelle Northern Water clients or neighbors in respect of any incidents related to my/my firm's activities and as a result of which the occupational health and safety of the persons involved have been detrimentally affected; and
 - 2.3 against similar claims that I, managers or directors of my firm may have against Lepelle Northern Water and any damages for which I, managers or directors of my firm hold Lepelle Northern Water liable.
3. My firm's compensation commissioner number is _____ and I confirm that my firm and its subcontractors' fees have been paid up and obligations in respect of the compensation commissioner have been complied with and further that I shall furnish proof thereof in writing on request.
4. I hereby confirm that I have the authority to sign this indemnity undertaking and that Lepelle Northern Water is not obliged to confirm such confirmation.

Signed at _____ this _____ day

Of _____

Signature

Capacity

As witnesses:

1

Name

Signature



2

Name

Signature



PART C2: PRICING DATA

C2.1 PRICING INSTRUCTIONS

1. Measurement and payment shall be in accordance with the relevant provisions of the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications), the Site Information and the Drawings are to be read in conjunction with the Bill of Quantities
2. The units of measurement described in the Bill of Quantities are metric units. Abbreviations used in the Bill of Quantities are as follows:

%	=	percent
h	=	hour
ha	=	hectare
kg	=	kilogram
km	=	kilometer
m	=	meter
m ²	=	square meter
m ³	=	cubic meter
m ³ -km	=	cubic meter-kilometer
nr .	=	number
Prov sum	=	Provisional sum
R/only	=	Rate only
sum	=	lump sum
3. For the purpose of the Bill of Quantities, the following words shall have the meanings hereby assigned to them:

Unit:	The unit of measurement for each item of work as defined in the SANS Standard Specification, The General Conditions of Contract, the Contract Data, the Scope of Work (including the Specifications).
Quantity:	The number of units of work for each item.
Rate:	The payment per unit of work at which the Tenderer tenders to do the work.
Amount:	The product of the quantity and the rate tendered for an item.
Lump sum:	An amount tendered for an item, the extent of which is described in the Bill of Quantities, the Specifications or elsewhere but of which the quantity of work is not measured in units.
4. Unless otherwise stated, items are measured net in accordance with the drawings, and no allowance is made for waste.
5. It will be assumed that prices included in the Bill of Quantities are based on Acts, Ordinances, Regulations, By-laws, International Standards and National Standards that were published 28 days before the closing date for tenders. (Refer to www.stanza.org.za or www.iso.org for information on standards)
6. The prices and rates in the Bill of Quantities are fully inclusive prices for the work described under the items. Such prices and rates cover all costs and expenses that may be required in and for the execution of the Works described in accordance with the provisions of the Scope of Work, and shall cover the cost of all general risks, liabilities, and obligations set forth or implied in the Contract Data, as well as overhead charges and profit. These prices will be used as a basis for assessment of payment for additional work that may have to be carried out.
7. Where the Scope of Work requires detailed drawings and designs or other information to be provided, all costs associated therewith are deemed to have been provided for and included in the unit rates and sum amounts tendered under such items.



An item against which no price is entered will be considered to be covered by the other prices or rates in the Bill of Quantities. A single lump sum will apply should a number of items be grouped together for pricing purposes.

8. The quantities set out in the Bill of Quantities are approximate and do not necessarily represent the actual amount of work to be done. The quantities of work accepted and certified for payment will be used for determining payments due and not the quantities given in the Bill of Quantities.
9. The short descriptions of the items of payment given in the Bill of Quantities are only for the purposes of identifying the items. More details regarding the extent of the work entailed under each item appear in the Scope of Work.
10. The item numbers appearing in the Bill of Quantities refer to the corresponding item numbers in the SABS 1200 applicable specification. The work scheduled payment should be referred to the applicable payment items in SABS 1200, which must receive preference to the reference given in the Schedule of Quantities or if any such reference is not indicated.
11. Those parts of the contract to be constructed using labor-intensive methods have been marked in the Bill of Quantities with the letters LI in a separate column filled in against every item so designated. The works, or parts of the Works so designated are to be constructed using labor-intensive methods only. The use of plant to provide such Works, other than plant specifically provided for in the Scope of Work, is a variation to the contract. The items marked with the letters LI are not necessarily an exhaustive list of all the activities which must be done by hand, and this clause does not over-ride any of the requirements in the generic labor-intensive specification in the Scope of Works.
12. Payment for items, which are designated to be constructed labor-intensively (either in this schedule or in the Scope of Works), will not be made unless they are constructed using labor-intensive methods. Any unauthorized use of plant to carry out work which was to be done labor-intensively will not be condoned and any works so constructed will not be certified for payment.

C2.2 BILL OF QUANTITIES (BOQ)



Contract LNW 05/22/23: Rock Blasting Services
Bill of Quantities

Preliminary and General

Schedule of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	LC
	SANS	<u>BLASTING WORKS</u>					
	PS1200 LG	<u>Establishment of site</u>					
A-1.1.1	PSLG 8.2.1	(a) Fixed charges	Sum	1			
A-1.1.2		(b) Time-related charges (period to be stated by the contractor)	months	18			
		<u>Re-Establishment of site</u>					
A-1.1.2		(a) re-establishment on site	No	5			
A-1.1.2		(b) camp relocation	No	5			
		<u>TIME-RELATED ITEMS (For the duration of the contract)</u>					
A-1.1.3		- a) Contractual Requirements	months	18			
		<u>b) Facilities for Supplier for the duration of contract except where otherwise stated</u>					
A-1.1.4	1.8.1	i) Offices and storage of explosives	months	18			
A-1.1.5		ii) Compliance with all Health and safety requirements	Sum	1			
		-	-	-			
TOTAL							



Contract LNW 15/21/22: Rock Blasting Services
Bill of Quantities

Rock blasting

Schedule of Quantities

ITEM NO	PAYMENT REFERENCE	DESCRIPTION	UNIT	QTY	RATE	AMOUNT	LC
	SANS PS1200 LG PSLG 8.2.1	<u>BLASTING WORKS</u>					
B-1.1.1	1200 D	EARTHWORKS					
B-1.1.2	8.3.2	Bulk Excavation					
B-1.1.3	PSD 8.3.2 (4)	Rock blasting	m ³	20000		R	
B-1.1.4	PSLG 8.2.4	Standing Time for Rock Blasting Gang and the Blasting Equipment	hour	1000		R	
B-1.1.5	PSLG 8.2.8	Extra Over Excavation for Pipe Trenches					
B-1.1.5.1	(a)	using pneumatic tools or other techniques where blasting is not permitted	m ³	1000		R	
B-1.1.5.2	(b)	using explosives, where permitted	m ³	1000		R	
B-1.1.6	8.3.3.4	Overhaul					
		(a) Limited overhaul up to 1 km	m ³	20000		R	
		(b) Long overhaul exceeding 1 km	m ³ km	5000		R	
B-1.1.7		Additional item not covered in the document To be clearly described below	Sum	1		R	
TOTAL						R	

Contract LNW 05/22/23 Rock Blasting Services Bill of Quantities

Summary Table

SECTION	DESCRIPTION	SUMMARY OF SECTION AMOUNT (RANDS)
A	PRELIMINARY AND GENERAL (Maximum 15%)	R
B	BLASTING WORK	R
M	SUB TOTAL (Exc.VAT)	R
N	CONTINGENCIES AT 15%	R
O	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES	R
P	ESCALATION AT 5%	R
Q	VAT AT 15%	R
R	TOTAL CARRIED FORWARD TO SUMMARY OF SCHEDULES	R

TAX CLEARANCE CERTIFICATE REQUIREMENTS

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

- 1 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate Requirements are also applicable to foreign bidders / individuals who wish to submit bids.
- 2 SARS will then furnish the bidder with a Tax Clearance Certificate that will be valid for a period of 1 (one) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate will result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate will not be acceptable.
- 4 In bids where Consortia / Joint Ventures / Sub-contractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers will need to register with SARS as eFilers through the website www.sars.gov.za.

Application for a Tax Clearance Certificate

Purpose

Select the applicable optionTenders ☐ Good standing ☐

If "Good standing", please state the purpose of this application

Particulars of applicant

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			
Postal address			

Particulars of representative (Public Officer/Trustee/Partner)

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no	CODE - NUMBER	Fax no	CODE - NUMBER
E-mail address			
Physical address			

Tender number	<input type="text"/>
Estimated Tender amount	R <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> <input type="text"/> , <input type="text"/> <input type="text"/>
Expected duration of the tender	<input type="text"/> <input type="text"/> <input type="text"/> year(s)
Particulars of the 3 largest contracts previously awarded	
Date started	Date finalised

Are you currently aware of any Audit investigation against you/the company?.....

If "YES" provide details

YES	NO
-----	----

I the undersigned confirm that I require a Tax Clearance Certificate in respect of or .

I hereby authorise and instruct to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

Signature of representative/agent

- -

Date

Name of representative/agent

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

Signature of applicant/Public Officer

C

C

Y

Y

—

M

M

—

D

D

Date

Name of applicant/
Public Officer

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
 - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
 - (b) without just cause shown by him, refuses or neglects to-
 - (i) furnish, produce or make available any information, documents or things;
 - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. **SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.**
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as 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

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

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.

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

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.

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

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

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

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

.....
Signature	Date
.....
Position	Name of bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

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

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