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MPUMALANGA PROVINCIAL GOVERNMENT



DEPARTMENT OF HUMAN SETTLEMENT

BID NUMBER: DHS/237/24/MP

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR CONDUCTING DOLOMITIC STABILITY INVESTIGATIONS FOR LERORO, MOREMELA AND MATIBITI TOWNSHIPS UNDER THABA CHWEU LOCAL MUNICIPALITY, EHLANZENI DISTRICT.

ISSUED BY:

Department of Human Settlement
Private Bag X11246
Mbombela
1200

NAME OF BIDDER:

TOTAL BID PRICE (all inclusive) :.....

(Also in words):

.....

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	DHS/237/24/MP	CLOSING DATE:	16 AUGUST 2024	CLOSING TIME:	12H00
DESCRIPTION	APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR CONDUCTING DOLOMITIC STABILITY INVESTIGATIONS FOR LERORO, MOREMELA AND MATIBITI TOWNSHIPS UNDER THABA CHWEU LOCAL MUNICIPALITY, EHLANZENI DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
MBOMBELA , Riverside Government Complex, Building No 9, Government Boulevard, Mbombela, 1200, PIET RETIEF , No. 11 Measroch Street, Piet Retief Office, KWAMHLANGA , KwaMhlanga Government Complex, Department of Finance, Building No. 12, Computer Centre EVANDER , 10 Cornell Road (previously occupied by Evander Home Affairs Offices), Evander, 2280, BUSHBUCKRIDGE , Bushbuckridge Advice Centre, Department of Finance, Protea building (old Telkom building), MIDDELBURG , Department of Public Works, Cnr. Lillian Ngoyi and Dr Beyers Naudé Streets – Old TPA Building, Upper ground floor, Office numbers A20, 21 and 25, MALELANE , 24 Air Street, Malelane, ELUKWATINI , Elukwatini Sub Regional offices, Office numbers A49 and A50 (opposite Elukwatini Community Hall) Stand number 12 Extension A, Elukwatini, SIYABUSWA Old Parliament Building, Building No. 1, Job Skhosana Street, Siyabuswa.					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Ms. R.S Motsilanyana		CONTACT PERSON	Ms. S Madonsela	
TELEPHONE NUMBER	013 766 6426		TELEPHONE NUMBER	013 757 0792	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	rsmotsilanyana@mpg.gov.za		E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

**PART B
TERMS AND CONDITIONS FOR BIDDING**

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

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

SIGNATURE OF BIDDER:

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

DATE:

SPECIFICATIONS FOR APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER FOR CONDUCTING DOLOMITIC STABILITY INVESTIGATIONS FOR LERORO, MOREMELA AND MATIBIDI TOWNSHIPS UNDER THABA CHWEU LOCAL MUNICIPALITY, EHLANZENI DISTRICT.

1. Background

Request for quotation for carrying out the dolomitic investigations for the three areas (Leroro, Moremela and Matibidi) in Thaba Chweu Local Municipality under Mpumalanga Province. The table below gives a summary for the dolomitic investigations:

Village	Area in Ha
Leroro	450
Moremela	1 064
Matibidi	510
Total	2 024

The required studies for three areas are give below:

2. Part A: Dolomitic stability investigations

The following works will have to be undertaken for the three areas:

2.1. Gravity survey

A gravity survey should be undertaken and a gravity map produced to determine borehole positions. The survey shall be carried out as detailed in SANS 1936:2. The gravimetric survey should cover an area 100m wider than the footprint of the development to allow for detection of geo-features at the edge of the property.

2.2. Percussion Drilling

Minimum of four boreholes per hectare (or as directed by DHS scope and spec) percussion boreholes should be drilled to:

- A depth of 60m.
- Where shallow bedrock is encountered, the borehole should be drilled a minimum of 6m into the rock.

On gravity high anomalies, the borehole should be drilled into bedrock to determine depth of the shallowest bedrock

- Where area has been de-watered, a sample of boreholes shall be drilled a minimum depth of a 100m or 6m where bedrock depth is shallow
- Where competent non-dolomitic bedrock overlies the dolomite, the borehole shall be drilled such that
- If depth of rock is more than 15m, then it should be drilled a minimum of 15m into the rock
- If depth more than 15m, then I should be drilled a minimum of 6m into the dolomite bedrock.

The drilling contractor should allow for a concrete plug to fill up the boreholes after drilling.

2.3. Geohydrological data

Gathering of geo-hydrological data shall be undertaken for the proposed development and shall be reported as per SANS: 1936:2 section 4.2.5.

2.4. Deliverables

2.4.1. Factual Report

A factual report should be compiled within two weeks upon completion of the field work. The report should contain:

- A revision section, which shows all the revisions done to the documents and reasons why the document was revised
- Names of all authors
- Professional registration body of all authors listed
- Professional registration number of all authors listed
- Signatures of all authors listed,
- and dates on which they signed the document

The above sections should also be included in the interpretive reports.

The factual report should be structured in the following manner:

2.4.2. Physical Site Data

Physical site data based on information required in the desktop study such as location, current land use (incl. known services), accessibility, trafficability, regional geology and local geology, topography, drainage aspects and vegetation, climate conditions and seismic zoning.

2.4.3. Field Work

Details of field work carried out on site with Coordinates of all test pits (clear pictures of each test pit), boreholes and other in-situ tests done, number of tests done, date of execution, laboratory testing procedures followed, type of equipment used during execution, any limitations and relevant observations noted during the site investigation.

2.4.4. Site Map Layout Drawing With Cross-Sections

Coordinated site maps indicating test pits and other in-situ testing of the subsurface conditions shall be prepared together with representative cross sections and longitudinal sections showing positioning all test pits and variation in geology down the profile at each position.

2.4.5. Geological Plan Layout

A coordinated plan showing geological contacts, faults etc. for each site.

2.4.6. Excavation Test Pits

Complete test pits profiles showing all samples taken and in-situ tests done. All test pits should be accompanied with clear colour pictures of the test pits.

Test pits should be excavated to the maximum reach or refusal of the excavator. The in-situ test profiles should be recorded as per the latest standard of South African practice (after Jennings et. al.1973).

2.5. Interpretive Report

Three full interpretive reports shall be compiled within three weeks after receiving of laboratory results and delivered in the following manner:

- 3 x Hard copies of a full interpretive report together with all the associated drawings, laboratory tests and all other in-situ tests done (report should also include ALL information and drawings contained in the factual report)
- 2 x CD's (soft copies) of the report in a pdf format and drawings in dwf, dwg and pdf format.

On sites underlain by dolomitic bedrock the investigation and compiling of the report shall be in accordance to SANS 1936 and SANS 633. The report should include a dolomite risk management plan (consultant to work together with geo-professional from ESKOM), dolomite risk management strategy and a CGS (Council of Geoscience) review

In addition to the information contained in the factual report, the following information should be in the interpretive report:

2.5.1. Laboratory Tests

Discussion and evaluation of all laboratory tests results together with all in-situ tests done. Copies of the results as received from the laboratory shall accompany the report. Calculation sheets of analysis done should be included in the report.

2.5.2. Typical Design Sections

The development consist of the following main civil structures:

- Access roads.
- Column foundations (loading up to 150kPa, incl. self-weight of foundation)
- Medium sized foundation (maximum loading up to 100kPa, incl. self-weight of foundation)

Design of the platform with reference to the suitability of materials from cut for the construction of the fill – design options should be evaluated with respect to typical construction of the fill, incorporating rock fill if required, with cost estimates.

The following specific items will also be dealt with in the report:

- Site geology and stratigraphy.
- Soil and rock classification.
- Identification of geotechnical problems.
- Earthworks and terrace construction recommendations
- Excavatability of material on site as per SANS1200 specifications
- Establish the sources available to obtain the G6/G7 material for fill
- Comment on cost estimates for the site
- Structural design requirements of the fill
- Recommended alternative foundation solutions (where necessary, should DHS designed foundations be deemed not fit for intended purpose)
- Foundation design parameters with allowable bearing capacities and

- Expected settlement and prediction of heave
- Slope stability of cut and fill faces
- Corrosion protection recommendations for foundations and buried services
- Ground resistivity
- Seismic assessment and classification of the site needs to be part of the report
- Shear strength parameters of the in situ soils
- Bearing capacity of profiled layers on site

3. Part B - Scope of Work for geotechnical investigation

3.1. 3.5.1 Purpose

The primary objective of a preliminary investigation is to assess the soil and rock profile across the sites for site selection purposes.

The following specific items should be dealt with in the investigation:

- Site geology and stratigraphy.
- Soil and rock classification.
- Identification of geotechnical problems.
- Earthworks and terrace construction recommendations
- Excavatability of material on site as per SANS1200 specifications
- Establish the sources available to obtain the G6/G7 material for fill
- Structural design requirements of the fill
- Recommended foundation solutions
- Seismic assessment and classification of the site needs to be part of the report

The primary objective of a detailed investigation is to assess the soil and rock profiles across the site so as to provide foundation recommendations, foundation and pavement design parameters as well as earthworks/pavement designs.

The following specific items will be dealt with in the investigation:

- Site geology and stratigraphy.
- Soil and rock classification.
- Identification of geotechnical problems.
- Bearing capacity of in-situ soils and import material to be used
- Settlement of in-situ soils
- Heave of in-situ soils
- Earthworks and terrace construction recommendations
- Excavatability of material on site as per SANS1200 specifications
- Establish the sources available to obtain the G6/G7 material for fill
- Structural design requirements of the fill
- Recommended foundation solutions
- Corrosivity and aggressiveness of the soils as well as corrosion protection of buried structures
- Ground resistivity
- Seismic assessment and classification of the site

The investigation should present practical recommendations for site preparation (earthworks and terracing) and for the design and construction of foundations, VIP toilets and access road.

The actual design of foundations, roads, and other geotechnical structures are not part of the scope of work of this investigation.

3.2. Investigation Methodology

3.2.1. Desk Study

Review of existing regional, site and surface information. Sources of information should include:

- Topographical maps, geological maps, aerial photo interpretation - to be able to identify topographical, drainage channels and erosion features of the site.
- Geological data, such as lithology of nearby rock outcrops landforms, erosion patterns that surrounds the proposed site.
- Existing geotechnical information available of the area in the surrounds of the site.
- Data on the performance of existing engineered structures in the area.
- Data on the bodies of groundwater levels in the surrounds of the proposed site.

- Data on seismic aspects, such as ground motion, liquefaction potential.

3.2.2. SOIL RESISTIVITY TESTS

Soil resistivity tests are to be carried out as per the 240-96393507.

3.2.3. Excavation of Test Pits

In order to profile the sub-soil stratigraphy and to obtain disturbed samples, undisturbed samples and bulk samples for laboratory testing, test pits (max depth 5m) should be excavated across the site using an excavator or TLB (where shallow bedrock is anticipated). The test pits should be excavated in a minimum grid of 50m x 50m /as shown in a test pit layout/with increased density as required during field work.

All test pits should be profiled by a registered Geotechnical Engineer or a registered Engineering Geologist in accordance with the latest standard of South African practice (after Jennings et. al.1973).The positioning of all test pits should be coordinated with a valid calibrated hand-held GPS and in accordance with the WGS84 coordinate system.

All excavation test pits should be carried out in accordance to SAICE – “Code of Practice 2007: The Safety of Persons Working in Small Diameter Shafts

3.2.4. DPSH Testing

DPSH testing should be carried out between the trial holes or next to the hole where there is no certainty of depth of bedrock and the material 3m below NGL or where the soils are predominantly of a loose-medium dense or soft-firm consistency.

The actual design of foundations, roads, and other geotechnical structures are not part of the scope of work of this investigation.

3.2.5. DRILLING OF BOREHOLES

Rotary-cored boreholes (max depth 25m or 3m into the bedrock) with SPT "N" tests, undisturbed Shelby Samples to determine collapse potential/expansiveness and/or heave of the material must be undertaken.

The drilling contractor should allow for a concrete plug to fill up the boreholes after drilling.

3.2.6. Laboratory Testing

Undisturbed, samples, Disturbed samples and bulk samples should be taken for laboratory testing and tests carried out as per SANS 3001 method. The following tests should be conducted on representative samples from site:

- Classification tests: grading & indicator (Atterberg Limits and Hydrometer).
- Compaction tests (Bulk density, MDD and OMC)
- Mod AASHTO moisture/density relationship and CBR Tests.
- Laboratory Conductivity tests (ms/cm) as per TMH-1.
- Chemical analysis of soil water extracts assessing corrosiveness (Basson index) as per TMH-1.
- Dynamic probe super heavy tests
- Swelling pressure tests
- Free swell test
- Specific gravity tests
- Heave test
- UCS tests on rocks (if necessary)
- Consolidated undrained triaxial tests on fully saturated samples and samples at natural moisture content. The test should be carried out on both undisturbed and remoulded samples (where necessary)
- Specialized testing should be conducted, such as slaking properties of rock where necessary.
- Collapse potential tests (where necessary)
- Potential alkali reactivity of aggregates in areas where geology may give rise to the ASR attack on concrete.
- ACV on yard stone aggregates
- 10% FACT on yard stone aggregates
- Durability Mill Index on yard stone aggregates
- Glycol test on yard stone aggregates
- XRD analysis on yard stone aggregates

Compulsory Returnable Documents

- **Registration as a natural Scientist registered with SACNASP Professional Authority (provide proof)**
- **Project Engineer registerd with ECSA as a (Pr. Engineer/Pr. Tech Engineer)**
- **Professional Indemnity Insurance (R5m)**
- **Professional Drill Rig (owned/leased)**
- **ID copies of Directors, in cases of Joint Ventures all directors ID's (certified not older than 3 months)**
- **In cases of Joint Ventures signed J/V agreements**

- Fully completed Bill of Quantities
- Fully completed and signed SBD documents

Returnables for compliance

- A valid tax clearance certificate or SARS issued status pin
- Proof of registration with CSD
- Fully completed SBD Documents
- CK Documents

Functionality Criteria

Tenderers should attain a minimum of 70 points to move to the next stage of evaluation

Items	Required expertise	Allocated points
1	<p>Proven experience on Dolomite stability Investigation for Human Developments:</p> <p>1-2 similar projects (10 points)</p> <p>3-4 similar projects (20 points)</p> <p>5 or more similar projects (30 points)</p> <p>(Points will awarded per reference letter of completed project)</p>	30
2	<p>CV & qualification of the Project Team leader: "Competent Person" as defined in SANS 634, registered as a certified professional natural scientist (Pr. Sci.Nat) with the SACNASP Professional Authority and the Project Engineer, registered with ECSA as a PR ENG or PR Tech ENG ((attach certified copies)</p> <p>1-2 years' experience (5 points)</p> <p>3-4 years' experience (10points)</p> <p>5 or more years' experience (15 points)</p> <p>(Attach cv and Competent person certificate)</p>	15
4	<p>Proof of civil engineering materials testing laboratory accredited by the South African National Accreditation System</p>	5
5	<p>Proof of ownership of percussion drill rig (Attach Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (25 points)</p> <p>Hired percussion drill rig (Attach lease agreement with Proof of Drill Rig Natis Registration, Valid Drill Rig Licence Disc, Drill Rig Pictures and Insurance) (10 points)</p>	25
6	<p>Proof of minimum Professional Indemnity Insurance of R 5,000,000.00 (five million rands) with registered Insurance Company or Bank</p>	5

7	Approach and methodology Exceptional (20) Very Good (15) Good (10) Fair (8) Poor (3)	20
TOTAL POINTS FOR FUNCTIONALITY		100

QUOTATION FOR DOLOMITE STABILITY INVESTIGATION STUDIES IN LERORO, MOREMELA, AND MATIBIDI VILLAGES, MPUMALANGA PROVINCE

1. SITE LOCATION

The site is located at Leroro, Moremela and Matibidi in Thaba Chweu Local Municipality, Ehlanzeni District, Mpumalanga, and Province. The topography of the site is generally flat, the site is bordered by residential dwellings (see attached the locality plan).

2. SITE CONDITION

A geotechnical investigation, consisting mainly of test pits, were conducted. The site is in a dolomitic area and structures must accommodate a five-meter diameter sinkhole.

The founding solution for the low-cost housing (BNG) is a reinforced concrete medium raft level with the finished bulk earthworks fill material consisting of two (2) imported G5 layers of 150mm each. Due to time and budget constraints, additional testing, excavation of WAD etc. is to be avoided and the selected layers between the raft and natural ground engineered to minimize pinnacle stress effects on the raft. A lab is contracted to the Department and can conduct DCP tests where required. Digging of test pits for visual assessment can also be considered.

3. PROJECT REQUIREMENTS

Analyze:

- the geotechnical investigation
- The site conditions.
- DCP results Structural drawings and loadings.

Design:

- Selected layers below each raft (1892No) to ensure an economical and structurally sound soil and reinforced concrete raft system.

Reporting:

- Provide a Report for the foundation solutions to be implemented in coordination with the medium and heavy raft structural drawings.
- Provide a report for the foundation solutions to be implemented on new foundations.
- Provide a report on the recommendations for services installed and to be installed on dolomitic areas.

4. CONSTRUCTION COST EVALUATION

The consultant is required to prepare cost estimates in table format, indicating activities, quantities, rates and totals, for the following items indicated under 3.2.7 Typical Design Sections:

- a. Dolomite stability investigation studies in the three x villages (Leroro, Moremela and Matibidi).

b. Recommendations and remedial solutions for the 1892 RDP Houses

For detailed geotechnical/dolomitic analysis investigation the table should contain cost comparison tables for a design which includes importing of competent materials to replace poor in situ materials (if necessary) and another table for stabilising of the in-situ materials (if necessary), scheduled in table format, indicating activities, quantities, rates, and totals.

The costing evaluation also needs to include the remedial solutions required for ensuring that the low-cost housing already constructed in the area are meet the requirements of foundations to be constructed in dolomitic areas.

5. HEALTH, SAFETY AND ENVIRONMENT

All work shall be carried out in accordance with the requirements of the Occupational Health and Safety Act (Act 85 of 1993) and the regulations accompanying this act will be adhered to where applicable and comply.

All employees shall be provided with adequate training for the tasks that they be required to perform including an awareness of the risks involved in the execution of their duties and the methods available for the mitigation of these risks. Safety induction and security clearance will have to be done prior to establishment of site (min 2 hours). A safety file shall be prepared for the project and medicals might have to be carried out and therefore costs thereof should be included in the quote.

This study should be done only for areas known to be affected by dolomites. Certain projects can therefore be prioritized in order to conduct a Dolomite Risk Management Strategy, which will then be undertaken in the context of:

- Number of affected erven
- People's lives and property at stake
- Affected bulk infrastructure.

The Dolomite Risk Management Strategy can be implemented in three phases as follows:

- Phase A – indicate risk.
- Phase B – determine measured risk.
- Phase C – risk management

The phases can run parallel and circular to each other.

6. PRICING

You are requested to submit your pricing as per the table below. Rates shall be taken for the duration of your appointment, and they will be deemed to include escalation.

No.	Designation	Unit	Qty	Rate (ZAR)	Amount (ZAR)
1	Development of Dolomite Risk Management Strategy				
1.1	Dolomitic risk management strategy report	Sum	1		
Sub-Total 1					
2	Submission and approvals from the Councils				
2.1	NHBRC	Sum	1		
2.2	CGS	Sum	1		
Sub-Total 2					
3	Drilling and reporting for the 3 developed sites				
3.1	Mobilization & demobilization to & from site	Sum	1		
3.2	Geophysical gravity survey as per the specifications	Sum	1		
3.3	Percussion borehole drilling as the specifications	Sum	1		
3.4	Geotechnical Reports per site (GFSH 1)	Sum	1		
3.5	Dolomitic investigation reports per site	Sum	1		
3.6	Backfilling with soil assuming no cavities	Sum	1		
3.7	Casing for GW Monitoring hole including BH cap	unit	9		
3.8	Assessment of current Low-Cost Housing foundation designs and installed storm water infrastructure for all constructed units.	Sum	1		
3.9	Proposed remedial solutions for the existing Low-Cost Houses and Storm water infrastructure for different hazard zones and different scenarios.	Sum	1		
3.10	Proposed Low-Cost Houses foundation designs for different hazard zones and different scenarios.	Sum	1		
Sub-Total 3					
4	Professional Fees				
4,1	Desk Studies (Available info from CGS, Dwarf, etc.)	Sum	1		
4,2	Professional Fees (Data Capturing)	Per hour	1		
4,3	Professional Fees (Registered Engineering Geologist)	Per hour	1		
Sub-Total 4					
5	Laboratory Testing				
5.1	Indicator test (Sieve analysis to 0.075 + Atterberg limits, hydrometer, etc.)	Per test	1		
5.2	Complete CBR test (Incl Mod AASHTO)	Per test	1		
5.3	Consolidation test	Per test	1		
5.4	Maximum dry density & Optimum Moisture Content	Per test	1		
5.5	Dynamic Cone Penetrometer (DCP)	Per test	1		
5.6	Profiling	Per test	1		
5.7	PH & Electrical Conductivity	Per test	1		
Sub-Total 5					
6	Other Disbursements				
6.1	Submission of 2 hard colour copies and electronic copies per site to Mpumalanga Provincial Department Human Settlements	Sum	1		
Sub-Total 6					

Sub-total 7 (subtotal 1- 6)	
Contingencies @10%	
Sub-total 8 (excluding VAT)	
Vat @15%	
Grand-total (Including VAT)	



Application for a Tax Clearance Certificate

Purpose

Select the applicable option Tenders Good standing

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

Two empty text input boxes for stating the purpose of the application.

Particulars of applicant

Name/Legal name (Initials & Surname or registered name) [Grid]

Trading name (if applicable) [Grid]

ID/Passport no [Grid] Company/Close Corp. registered no [Grid]

Income Tax ref no [Grid] PAYE ref no 7 [Grid]

VAT registration no 4 [Grid] SDL ref no L [Grid]

Customs code [Grid] UIF ref no U [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Postal address [Grid]

Particulars of representative (Public Officer/Trustee/Partner)

Surname [Grid]

First names [Grid]

ID/Passport no [Grid] Income Tax ref no [Grid]

Telephone no [Grid] Fax no [Grid]

E-mail address [Grid]

Physical address [Grid]

Particulars of tender (If applicable)

Tender number

Estimated Tender amount R ,

Expected duration of the tender year(s)

Particulars of the 3 largest contracts previously awarded

Date started	Date finalised	Principal	Contact person	Telephone number	Amount
--------------	----------------	-----------	----------------	------------------	--------

Audit

Are you currently aware of any Audit investigation against you/the company? YES NO

If "YES" provide details

Appointment of representative/agent (Power of Attorney)

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

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

Declaration

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 Date

Name of applicant/Public Officer

Notes:

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.

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
.....
Signature

.....
Date

.....
.....
Position

.....
Name of bidder

SPECIFIC GOALS

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

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

1. GENERAL CONDITIONS

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

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

1.21.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and Specific goals must not exceed	100

1.5 Failure on the part of a bidder to submit the required documents to substantiate the points claimed with the bid, will be interpreted to mean that points for specific goals are not claimed.

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

2. DEFINITIONS

(a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.

(b) **“Specific goals”** means specific goals as contemplated in section 2(1)(d) of the Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction and Development

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

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

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

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

$$\begin{array}{ccc}
 \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\
 \\
 \mathbf{Ps = 80 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)}
 \end{array}$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

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

3.2.1 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

4. POINTS AWARDED FOR SPECIFIC GOALS

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

SPECIFIC GOAL	NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)	NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)
1. Enterprise owned by Black people	5	2.5
2. Enterprise owned by Women	8	4
3. Enterprise owned by Youth	5	2.5
4. Enterprise owned by People living with Disabilities	2	1

5. BID DECLARATION

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

SPECIFIC GOAL	NUMBER OF POINTS FOR (80/20 PREFERENCE SYSTEM)	NUMBER OF POINTS (90/10 PREFERENCE SYSTEM)
1. Enterprise owned by Black people		
2. Enterprise owned by Women		
3. Enterprise owned by Youth		
4. Enterprise owned by People living with Disabilities		

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

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

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

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

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

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

7.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

7.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals indicated in paragraphs 1.4 and 5.1 of the foregoing certificates, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 5.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct.
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES	
1.
2.

..... SIGNATURE(S) OF BIDDERS(S)	
DATE:
ADDRESS

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.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

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** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 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** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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