



AgriCentre Building Cnr. Dr. James
Moroka and Stadium Rd
Private Bag X2039,
Mmabatho
2735

CHIEF DIRECTORATE: FINANCIAL MANAGEMENT
DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Tel: +27 (18) 389 5297/5151
Fax: +27(18) 384 4571
Email: matshekam@nwpg.gov.za

INVITATION TO BID

13 DARD 020/2022: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR PROVISIONING OF ENGINEERING SERVICES FOR DARD IN A PERIOD OF 36 MONTHS (3 YEARS)

You are invited to submit a bid for the service as indicated in the attached bid documents.

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow to obtain the required result must be clearly outlined and its terms may not conflict with those contained in the General Conditions of Contract (GCC).
3. Kindly receive attached the following bid documents:
 - 3.1. SBD 1- Invitation to Bid Form
 - 3.2. SBD 4 - Declaration of Interest
 - 3.3. SBD 6.1- Preferential Points
 - 3.4. Terms of reference
 - 3.5. General Conditions of Contract (GCC)
4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope, and be deposited in the bid box before the closing date and time as follows:

Location of bid box: Department of Agricultural and Rural Development

Physical address: AgriCentre, Cnr. Dr. James Moroka and Stadium Road, Mmabatho

Identification details: Appointment of a panel of Service providers for provisioning of Engineering Services for DARD in a period of 36 Months (3 Years)

5. Closing date and time:

The closing time for submission of Bid Offers is: **18 November 2022 at 11H00.**

6. Access

Access shall be provided for inspections and testing by personnel acting on behalf of the Department.

7. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.

8. A non-refundable fee of **R100** is payable for this document. This fee must be paid at Office E135, First Floor, Agri-Centre Building, Cnr Stadium and Dr. James Moroka, Mmabatho
9. The non-refundable fee does not apply to service providers who can download the bid document from the E-tender Portal website www.etenders.gov.za/content/advertised-tenders or Departmental Website www.nwpg.gov.za/Agriculture under Tenders.
10. The Department Agricultural and Rural Development reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

11. Enquiries:-

Department : Department of Agriculture and Rural Development

SCM Enquiries: Mr. S. Mothibi - 018 389- 5053: Email: smothibi@nwpg.gov.za

Technical (Engineer): Mr Rickus Du Plessis – 018 299 6500 or 083 457 4780

Rduplessis@nwpg.gov.za

12. BID REQUIREMENTS

- 12.1. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time. The closing time will be in accordance with Telkom Time.
- 12.2. Bids will be valid for a period of 90 days after closure.
- 12.3. All bid prices must be in South African Currency inclusive of all applicable taxes
- 12.4. All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.
- 12.5. The successful bidders will enter into a Service Level Agreement with the Department.
- 12.6. The official forms as per paragraph 3 above must not be retyped. To ensure authenticity of the documents, bidders must complete forms manually.

13. MANDATORY REQUIREMENTS

The prospective bidders are required to provide the following documentation which will be used for the **phase 1 of the evaluation on Mandatory Requirements:**

- 13.1 Standard Bidding Documents (Original, fully completed and signed where necessary)
- 13.2 Tax Status of Bidders must be compliant and will be verified through CSD System
- 13.3 Original or Certified copy of Broad-Based Black Economic Empowerment (BBBEE) issued by DTI/ BBBEE Status Level Verification Certificates accredited by **SANAS** or **Affidavit** signed by **Commissioner of Oath**.

NB: Bidders who do not submit B-BBEE certificates or sworn affidavits will not be disqualified but shall not claim points for B-BBEE

13.4 In case of Joint Venture, an original Valid Tax Clearance Certificate of all partners should be submitted and a consolidated Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates.

13.5 A letter of Good Standing for Unemployment Insurance Fund (UIF)

13.6 A valid COIDA certificate

13.7 Proof of successful registration on the Centralised Supplier Database (CSD).

13.8 Personnel must submit proof of registration with ECSA

NB: Period of Certified documents should not be older than 06 months

14. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following three (03) phases:

14.1 **Phase 1-** Evaluation on Mandatory and Other requirements as stated in bullet No. 13 above.

This entails initial screening of bid responses received before the closing date and time and verify if the bidders submitted all the required documents in bullet 13 above.

Note: Failure to submit the documents listed above shall result in the disqualification of your bid.

Other Reasons for Disqualification

The Department reserves the right to disqualify any bidder who does not comply with any one or more of the following:

14.1.1 Bidders who are not registered on CSD system

14.1.2 Bidders who submit incomplete information and documentation.

14.1.3 Bidders who submit information that is fraudulent, factually untrue or inaccurate.

NB: - Failure to declare any connection with person/s employed by NW-DARD (SBD 4 paragraph 2.2); as well as any other interest in any other related enterprise whether bidding or not for this contract (SBD 4 paragraph 2.3) would imply misrepresentation of facts then lead to elimination of the bid.

14.1.4 Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts.

14.1.5 Bidders who listed on the National Treasury of restricted suppliers and Tender Defaulters.

14.2 Phase 2- Technical/ Functional Requirements

- 14.2.1 Only bidders who have met the requirements on Phase 1 will be evaluated further on Phase 2 (Functionality Criteria)
- 14.2.2 Bidders proposals will be scored according to the technical scorecard in the Terms of Reference.
- 14.2.3 The threshold values set for the qualification of bids is 70/100 (70%) for weight and all the bidders who score below this value will be eliminated.

The following must also be attached to enable the evaluation committee to evaluate your bid on technical capabilities (Phase 2):

- 14.2.4 A Comprehensive Organizational Profile
- 14.2.5 Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach contracts or reference letters from previous contracts.
- 14.2.6 Detailed proof of previous Experience in Engineering Services related tasks;
- 14.2.7 Detailed CVs of the following personnel:
 - 1 Project Manager
 - 2. Pr. Civil Engineer
 - 3. Pr. Electrical Engineer
 - 4. Pr. Mechanical Engineer
 - 5. Pr. Architect/Architectural Draughtsman
 - 6. Quantity Surveyor
 - 7. Environmental Management Practitioner
 - 8. Occupational Health and Safety Practitioner

14.3 Preference Points System

- 14.3.1. The applicable Preference Points System for this bid will be 80/20 of which points are awarded to bidders who are appointed to be in the panel of service providers for Engineering Services based on:
 - 14.3.1.1 The Bid Price (maximum 80 points)
 - 14.3.1.2 B-BBEE status level of contributor (maximum 20 points)
- 14.3.2. The following formula will be used to calculate points for price inclusive of all applicable taxes:

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

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

14.3.3 The following table below will be used calculate the score out of 20 B-BBEE points:

B-BBEE Status Level of Contributor	Number of Points
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0



MR T Z MOKHATLA

HEAD OF DEPARTMENT

24/10/2022.
DATE

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR PROVISIONING OF ENGINEERING SERVICES FOR DARD IN A PERIOD OF 36 MONTHS (3 YEARS)

1. PURPOSE OF THE REQUEST FOR PROPOSAL

- 1.1. The North West Department of Agriculture and Rural Development ("the Department") intends to appoint a list of registered and experienced service providers for prequalification to be included in the department's database for the provision of Engineering Services on a need to have basis for a period of three (3) years.
- 1.2. Service Providers to assist by setting up infrastructure, deploying requisite professionals and skilled personnel to implement the rural and agricultural development programmes of the province. Amongst its key areas of responsibility is the project management capacity for purposes of performing contract management on appointed Contractors.
- 1.3. The Department hereby invites the qualifying Professionals to submit comprehensive proposals responsive to the terms of reference for consideration for duration of thirty-six (36) months.
- 1.4. This Request for Proposal therefore details and incorporates, as far as possible, the tasks and responsibility of the potential Service Provider, required by the Department for implementation.
- 1.5. The North West Department of Agriculture and Rural Development wishes to establish a database of approved service providers to implement infrastructural projects and other related professional support services in the identified agricultural areas within the province.

2. BACKGROUND

- 2.1. The SERVICE PROVIDER should complement Departmental capacity to facilitate and augment the delivery and establishment of agricultural food production enhancement projects across the entire North West Province in line with the National Development Plan, Provincial Growth and Development Strategy, Departmental Strategic Plan, Agriculture and Agro Processing Master Plan, Departmental Annual Performance Plan, Medium-Term Strategic Framework Outcomes and Budget Statement and any other Implementation Plans (including Project Plans) highlighting on the establishment of vibrant, equitable and sustainable rural communities and food security for all;
- 2.2. The above set Departmental outcomes are inclusively aimed to address the triple challenges of amongst others the National Development Plan (NDP) i.e., poverty alleviation, employment creation, subverting hunger and localized product supply.

3. PROBLEM STATEMENT

3.1. The Department does not have sufficient inhouse capacity to implement agriculture infrastructure projects and provide advisory support to beneficiaries in the province to meet its strategic objectives. The Departmental capacity does, however, needs to be complemented by technical support from Service providers who have extensive knowledge in agricultural infrastructure and related projects both in advisory and infrastructural development support area. Considering the above, the Department wishes to appoint suitably qualified and competent Service Providers who are fully-fledged Professionals, that can undertake the following tasks: `

- a. Programme and Project Management Services;
- b. Agricultural Engineering Services;
- c. Civil and Structural Engineering Services;
- d. Mechanical & Electrical Engineering Services;
- e. Architectural Services;
- f. Soil Engineering Services;
- g. Quantity Surveying Services;
- h. Land Surveying Services;
- i. Health and Safety Services;
- j. Environmental Management Services;

k. Water Use Licensing Applications Services;

- l. Technical support to Bid Committees on agricultural infrastructural projects;

3.2 Furthermore, the Service providers will be expected to assist, amongst other functions normally required in projects of this nature, to provide the following functions:

- a. Support the Department in the programmes and projects management across the North West Province;
- b. Advise the Department on matters relating to planning and environmental approvals, water use license applications, wastewater management, land development applications in terms of the Spatial Planning and Land Use Management Act, 16 of 2013;
- c. Designs, tender documentation and contracting;
- d. Construction management and supervision;
- e. Provide professional advice and make presentations where required;
- f. Keep proper records of all information relating to projects;

3.3 The Service providers should also be responsive to the ambitions of District Development Model.

3.4 In light of all of the above overarching frameworks and arrangements, the Department wishes to establish a list of suitably qualified, experienced and Professional Service Providers who has the following competencies:

3.4.1 Demonstrable project and programme management profile;

- 3.4.2 Tried and tested project management methodologies;
- 3.4.3 Functional and web-based project and knowledge management system;
- 3.4.4 Qualified and experienced professionals.
- 3.5 It is envisaged that the agricultural projects and programmes to be supported by the Service providers will be those projects that require planning, designs and construction supervision.
- 3.6 The Service providers are envisaged to create a professionalised approach to projects within the department and build project management capacity.

4. SCOPE OF WORK

The Scope of Work will be amongst others as per the following guidelines and frameworks, namely:

- 4.1. The Service providers shall amongst other invites perform the following standard services under the following stages:
 - 4.1.1. Planning, Studies, Investigations and Assessments: These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.
 - 4.1.2. Normal Services:

The services listed below are applicable to projects where the nature, form and function of the project has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.

 - 4.1.2.1. Stage 1 – Inception: Defined as to establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.
 - 4.1.2.2. Stage 2 – Concept and Viability (also termed Preliminary Design). Defined as to prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.
 - 4.1.2.3. Stage 3 – Design Development (also termed Detail Design). Defined as to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.
 - 4.1.2.4. Stage 4 – Documentation and Procurement: Defined as to prepare procurement and construction documentation, confirm, and implement the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

4.1.2.5. Stage 5 – Contract Administration and Inspection: Defined as to manage, administer, and monitor the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works.

4.1.2.6. Stage 6 - Close-Out: Defined as to fulfil and complete the project close-out including necessary documentation to facilitate effective completion, handover, and operation of the project.

4.1.3 The Additional Services should be costed separately as and when required by the Department

4.1.4 Technical advisory services will from time to time be required for some of the identified infrastructure projects within the Department's area of jurisdiction. This may include investigating funding options and preparing applications to fund the same as may be necessary, as well as providing technical support to Bid Committees on agricultural infrastructural projects.

5. KEY SERVICE PROVIDER DELIVERABLES - examples

- 5.1. Implementation Plan outlining approach in delivering the terms of reference, the Plan shall be compiled by the SERVICE PROVIDER and approved by the Department annually;
- 5.2. SERVICE PROVIDER Weekly Reports reporting on weekly statistics and performance on each project, which shall be compiled by the SERVICE PROVIDER and approved by the Department;
- 5.3. SERVICE PROVIDER Monthly Reports reporting on monthly performance of all projects and programmes support by SERVICE PROVIDER, which shall be compiled by the SERVICE PROVIDER and approved by the Department on monthly basis;
- 5.4. SERVICE PROVIDER Skills Transfer Proposal advising the Department on the skills development plan and appropriate skills interventions to enhance the skills profile of the identified relevant officials during the duration of the contract; (SLA)
- 5.5. SERVICE PROVIDER Close out Reports reporting on all completed projects and handover over to beneficiaries.
- 5.6. Feasibility Studies Reports on all projects requiring pre planning and planning processes;
- 5.7. Preliminary and Detailed Designs, Drawings, Cost Estimations, Bill of Quantities (BOQ) and project specifications.

6. REQUIRED KEY PERSONNEL

- 6.1. The Service provider should have the following key professionals in its establishment, which are required in terms of the scope of works:

Key Personnel	Education and Professional Bodies Registration	Years of Experience
Project Manager	- B Eng/BSc Eng (NQF Level 7) - Engineering Council of South Africa (ECSA) Registration	Minimum of 5years relevant and verifiable experience in Project Management
Pr Civil Engineer	- B Eng/BSc (NQF Level 7) and above in Civil Engineering - Engineering Council of South Africa (ECSA) Registration	Minimum of 1yr relevant and verifiable experience Pr Civil Engineering
Pr. Electrical Engineer	- B Eng/BSc (NQF Level 7) and above in Electrical Engineering - Engineering Council of South Africa (ECSA) Registration	Minimum of 1year relevant and verifiable experience in Electrical Engineering
Pr. Mechanical Engineer	- B Eng/BSc (NQF Level 7) and above in Mechanical Engineering - Engineering Council of South Africa (ECSA) Registration	Minimum of 1year relevant and verifiable experience in Mechanical Engineering
Pr. Architect/Architectural Draughtsman	South African Council for the Architectural Profession (SACAP)	Minimum of 1year relevant and verifiable experience in in Architectural Draughtsman
Quantity Surveyor	- BSc (NQF Level 7) and above in Quantity Surveying - South African Council for the Quantity Surveying Profession (SACQSP) Registration	Minimum of 1year relevant and verifiable experience in Quantity Surveying
Environmental Management Practitioner	- National Diploma or Advanced Diploma (NQF Level 6) and above in Environmental Management - South African Council for Natural Scientific Professions	Minimum of 1year relevant and verifiable experience in Environmental Management

Key Personnel	Education and Professional Bodies Registration	Years of Experience
	(SACNASP)	
Health and Safety Officer	• Certificate / Diploma (NQF Level 6) and above in Safety Management or Health & Safety • South African Council for the Project and Construction Management Professions (SACPCMP)	Minimum of 1yr relevant and verifiable experience in OHS

7. KEY COMPETENCIES

- 7.1. The bidder must demonstrate beyond any doubt to have appropriate and extensive administrative skills, expertise and capacity, engineering experience and capacity with a good understanding of infrastructure service delivery environment in all or most of the identified service delivery areas.
- 7.2. The skills, expertise, related infrastructure engineering experience, capacity and agricultural infrastructure construction and project implementation understanding must be clearly demonstrated.
- 7.3. The Service provider must possess the following competencies:
 - 7.3.1. The Key Professionals must be registered with professional bodies such as Engineering Council of South Africa (ECSA), South African Council for the Project and Construction Management Professions (SACPCMP), South African Council for the Quantity Surveying Profession (SACQSP) Registration and South African Council for Natural Scientific Professions (SACNASP). The registration certificates must be submitted.
 - 7.3.2. Extensive programme and project management experience and skills within public sector environment (national, provincial and municipal).
 - 7.3.3. Experience in engineering design and construction supervision of various infrastructure projects.
 - 7.3.4. Experience in conducting feasibility and viability studies of various infrastructure projects.
 - 7.3.5. Excellent understanding of the relevant regulatory processes applicable to build environment sector.
 - 7.3.6. Extensive experience in working with the Construction Industry Development Board (CIDB) including working knowledge of the CIDB system, experience in preparing documents and sourcing construction-related Service Providers through the CIDB system.
 - 7.3.7. Submission of proof of sufficient professional indemnity insurance.
- 7.4. The detailed CV's and certified copies of qualifications of professionals must be submitted.
- 7.5. Tenderers are required to demonstrate their ability to undertake the work and provide proof of experience, personnel,

8. ELIGIBILITY CRITERIA

- 8.1. Only those tenderers who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:
- 8.1.1. The Tenderer:
- 8.1.1.1. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners;
 - 8.1.1.2. The Tenderer or any of its directors 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;
 - 8.1.1.3. The Tenderer has not:
 - a. abused the supply chain management system; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect
 - 8.1.1.4. Has B-BBEE status in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.
 - 8.1.1.5. Is an EME or QSE with a valid Affidavit.
 - 8.1.1.6. Has a Principal Engineer who is a Professionally Registered Engineer with the Engineering Council of South Africa (ECSA) in terms of the Engineering Profession Act (EPA), 46 of 2000 as a mandatory requirement.
 - 8.1.1.7. Has achieved a desired threshold score of 70 out of 100 points for the quality criteria specified. Tender offers that fail to score the minimum number of points shall be rejected.
 - 8.1.1.8. Has submitted detailed CVs of Key Personnel outlining experience, certified copies of qualifications and certified registration certificates with relevant professional bodies.
- 8.2. No unsolicited proposals will be accepted.
- 8.3. The onus rests with the tenderer to supply sufficient information to allow for the proper scoring, evaluation, and award of points.
- 8.4. The work conducted under the supervision of the SERVICE PROVIDER must be compliant with the applicable legislation, and regulations and other regulatory documents such as, Joint Building Contract Committee (JBCC), General Conditions of Contract (GCC), and FIDIC, as well as Construction Industry Development Board, Professional-and Ethical Conduct and Standards.
- 8.5. Any or all information made available to the Service Provider by the DARD shall be regarded as confidential and shall not be made available to third parties without the prior written consent.

9. EVALUATION CRITERIA

- 9.1. The Evaluation Procedures will be as follows:

- 9.1.1. The Department shall:
- 9.1.1.1. Use the (80/20) preference points system for acquisition of services, works or goods with a Rand value not exceeding R 50,000,000.00.
 - 9.1.1.2. Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data. All tenders submitted will first be pre-screened for compliance with the document submission requirements as detailed in Tender Documentation.
 - 9.1.1.3. Check responsive tenders for arithmetical errors, omissions, and discrepancies in accordance with the conditions of tender and tender data.
 - 9.1.1.4. Obtain clarification from a tenderer in accordance with the conditions of tender and tender data.
 - 9.1.1.5. Evaluate responsive tenders in accordance with the conditions of tender and tender data.
 - 9.1.1.6. The recommended Tenderers for adjudication consideration may be invited to make a full presentation to the Department
- 9.2. The Department has defined minimum standards or criteria (threshold) that a bidder needs to meet in order to progress through the evaluation and selection process. The process consists of the following three (3) phases:
- 9.2.1. **Phase 1: Pre-Qualification**
- 9.2.1.1. This entails initial screening of bid responses received at close of bid. During this phase bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all required compliance documents as a mandatory requirement.
 - 9.2.1.2. The mandatory compliance documents are SBD Forms, CSD Report, Tax Clearance and Tax Pin, Professional Indemnity, Sworn EME Affidavit/BBBEE Certificate from SANAS Verification Agency, Shareholding Certificate, Municipal Accounts/Statements or signed Lease Agreement, COIDA Letter of Good Standing, Audited 3 Years Financial Statements and Proof of Banking Details/Bank Rating Letter and a copy of Joint Venture Agreement (if applicable).
 - 9.2.1.3. Failure to submit the documents listed above will result in the disqualification of the bid.
- 9.2.2. **Phase 2 – Functionality (Total Quality)**
- 9.2.2.1. Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on Evaluation Criteria.
 - 9.2.2.2. The bidders' proposals will be scored according to the technical scorecard below and this evaluation will be based on the responses using the criteria i.e. Understanding of the bid, understanding of the brief, experience of resources (key personnel) to be utilized, company track record and experience of the company.
 - 9.2.2.3. The threshold values set for the qualification of bid is 70/100 (70%) for weight and all the bidders who score below this score will be eliminated.

9.2.2.4. Quality points shall be awarded in accordance with the following provisions and Evaluation Criteria:

No.	Criteria	Maximum Score
1	Key Personnel	80
	1.1 Project Manager (as described in 6.1)	- NQF Level 7 with minimum 5 years' experience - Non-submission
	1.2 Pr. Civil Engineer (as described in 6.1)	- NQF Level 7 with minimum 1 years' experience - Non submission
	1.3 Pr. Electrical Engineer (as described in 6.1)	- NQF Level 7 with minimum 1 years' experience - Non submission
	1.4 Pr. Mechanical Engineer (as described in 6.1)	- NQF Level 7 with minimum 1 years' experience - Non submission
	1.5 Quantity Surveyor (as described in 6.1)	- NQF Level 7 with minimum 1 years' experience - Non submission
	1.6 Pr. Architectural draughtsperson/ Pr. Architectural Technologist/ Pr. Architect (as described in 6.1)	- NQF Level 5 with minimum 1 years' experience - Non submission
	1.7 Environmental Management Practitioner (as described in 6.1)	- NQF Level 6 with minimum 1 years' experience - Non submission
	1.8 Occupational Health and Safety Practitioner (as described in 6.1)	- NQF Level 6 with minimum 1 years' experience - Non submission
2	Company track record and traceable references (with valid contact details for verification) demonstrating experience in providing Project Management Unit/Professional Resource Team services at one or more spheres of Government Spheres (Local, Provincial or National)	20
	More than five (5) completed similar projects in the past 10 years. Tenderers must submit a letter of appointment or proof/certificate of work completion	20
	Three (3) completed similar projects in the past 10 years. Tenderers must submit a letter of appointment or proof/certificate of work completion	10
	Less than three (3) completed similar projects in the past 10 years. Tenderers must submit a letter of appointment or proof/certificate of work completion	5
	Non-submission	0

	Maximum score for Functionality (Total Quality Score)		100
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9.2.3. Phase 3: Price and BBBEE Status

9.2.3.1. Only bidders that have been shortlisted in Phase 2 will be evaluated in terms of the Preferential Procurement Policy Framework Act (No 5 of 2000) Criteria.

a. In accordance with the Preferential Procurement Regulations, 2017 pertaining to the Preferential Procurement Policy Framework Act (No 5 of 2000), the **80/20**-point system will be applied in evaluating proposals that qualify for further consideration, where price constitutes 80 points and a maximum of 20 points will be awarded based on the bidder's B-BBEE Status Level Certificate.

9.2.3.2. The financial offers will be scored on price offer and BBBEE status. A maximum of 20 points is allocated to preference.

9.2.3.3. Failure to submit the SANAS B-BBEE Status Level Certificate / Affidavit mentioned above will not necessarily result in a bid being disqualified, but no points will be awarded for B-BBEE status.

10. BID QUERIES

- 10.1. Should it be necessary for a bidder to obtain clarity on any matter arising from or referred to in this tender document, please refer queries, in writing via email, to the contact person listed below. Under no circumstances may any other employee within the DARD be approached for any information. Any such action may result to disqualification of a response submitted in competition to the tender process.
- 10.2. Enquiries should reference specific page and or paragraph numbers, where appropriate.
- 10.3. All questions/enquiries must be forwarded in writing not later than 11h00 on **18th November 2022** at 11h00.
- 10.4. Questions/enquiries received after **11h00 on 18 November 2022** will not be considered.

Name:	
Telephone	
E-mail:	

11. SEALING OF DOCUMENTS

- 11.1. The original department's address for delivery of tender offers and identification details to be shown on each tender offer package are:

Location of Tender Box:	
Physical Address:	

Tender Details (Description and Tender Number:	
Tenderers Name and Contact Address:	

12. CLOSING TIME

- 12.1. The closing time for submission of tender offers is **18th November 2022 at 11H00.**

13. PERIOD OF VALIDITY

- 13.1. The tender offer validity period is 90 days after closing.

14. RETURNING OF OTHER TENDER DOCUMENTS

- 14.1. The Department will retain all tender documents received for this bid for audit purposes – no tender document will be returned to a tenderer.

15. OPENING OF TENDER SUBMISSIONS

- 15.1. The tender submissions will be opened immediately after the closing date and time on **18th November 2022 at 11h00.**
- 15.2. The tender register will be published on the Department website after tender adjudication.

16. APPOINTMENT TERMS AND CONDITIONS

- 16.1 The Department of Agriculture and Rural Development (DARD) does not guarantee that successful service providers will receive work during the appointment term. However, quotations for the required goods/services will be obtained from all potential suppliers. Service providers will be used on an as and when required by the DARD.
- 16.2 Successful service providers will be appointed for a period of Three (3) years. Once a database of suppliers has been approved, only the successful bidders will be approached, depending on the circumstances, either by obtaining quotations backed by potential onsite compulsory briefings where necessary or according to the bid procedure when the goods, services or works are required with the exception that the requirements will not be advertised in the Government Tender Bulletin again.
- 16.3 Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
- 16.4 All prospective bidders (s) shall have to treat all available data provided by the Department in the process as strictly confidential and not for any form of distribution or

use unless an express written approval is obtained from the Head of the Department in advance.

- 16.5 Successful bidders must be able to commence work within two weeks from receipt of an official order.
- 16.6 Only service providers who meet the minimum requirements in terms of the evaluation will be included in the database.

17. LOGISTICAL ARRANGEMENTS

- 17.1 Once the list of service providers has been approved, only the successful applicants will be approached, depending on the circumstances, by obtaining quotations and will be expected to complete all applicable Standard Bidding Documents (SBD's), when goods and services are required. The quotation or bid will include the details of the assignment and will be evaluated in terms of Preferential Procurement Policy Framework Act 05 of 2000 and Regulations of 2017.
- 17.2 No up-front payments will be made. DARD will pay for satisfactory completion of work within 30 days of submission of the invoices.

18. TIME FRAMES

The service providers will be expected to commence with the work within two weeks of receiving the purchase order. If there is a delay, reasons should be provided and agreed upon by both parties. The timeframe for the completion of different projects will be specified in the site service level agreements and must be strictly adhered to.

19. CANCELLATION

DARD reserves the right to cancel the contract if the service provider fails to adhere to the conditions of the contract.

- 19.1 On termination of the contract for whatever reason, the service provider shall on Demand, deliver, without the right to retention all documents and information gained in terms of this agreement.

20. CONTRACTUAL ARRANGEMENTS

A standard agreement will be drawn up detailing all contractual obligations and it will be expected of the service provider to sign such with the Department. The Department will

become the owners of any intellectual property that may be a product or an outcome of these projects.

21. EVALUATION METHODOLOGY

DARD has set minimum standards that a bidder needs to meet in order to be evaluated and selected as a successful bidder(s). The minimum standards consist of the following:

- 21.1 Pre-Qualification Criteria (Phase 1) – Evaluation on legal requirements
- 21.2 Technical Evaluation Criteria (Phase 2) – Bidder(s) must attain a minimum of 70 out of 100 points to be in the list of approved service providers. This might include physical visits.

21.1. Phase 1- Evaluation on Mandatory requirements:

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

The prospective bidders are required to ensure that original bid documents are completed and signed where applicable and ensure that the following documents are submitted:

- 21.1.1 A valid Tax Pin form from SARS
- 21.1.2 Certified copy of Broad-Based Black Economic Empowerment (B-BBEE)
- 21.1.3 Status Level Verification Certificates SANAS / A valid DTI approved BBEE Certificate or Sworn Affidavit a=signed by Commissioner of Oath or SAPS.
- 21.1.3 In case of Joint Venture, a consolidated Valid Tax Pin form from SARS should be submitted and a consolidated Broad-Based Black Economic Empowerment (B-BBEE) Status Level Certificates.

During this stage, bids that do not comply will be disqualified, and will not be considered for the second stage of evaluation i.e. technical / functional capability and ability.

21.2 Phase 2 – Technical / Functional Requirements:

This evaluation will be based on the responses using the resource requirements i.e. Previous experience, expertise of resources, infrastructure, and financial strength. The threshold values set for the qualification of bid is 70 % or 70 out of 100 and all the bidders who score below this score will be eliminated.

SBD 1

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)					
BID NUMBER: 13 DARD 020/2022		CLOSING DATE: 18 NOVEMBER 2022		CLOSING TIME: 11H00	
DESCRIPTION: APPOINTMENT OF A PANEL OF SERVICE PROVIDERS FOR PROVISIONING OF ENGINEERING SERVICES FOR DARD IN A PERIOD OF 36 MONTHS (3 YEARS)					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Agriculture and Rural Development					
Agricentre Building					
Corner Dr. James Moroka and Stadium Road					
Mmabatho					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR L MOTHIBI		CONTACT PERSON	MR R DUPLESSIS	
TELEPHONE NUMBER	018 389 5053		TELEPHONE NUMBER	083 457 4780/ 018 299 6500	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Smothibi@nwpg.gov.za		E-MAIL ADDRESS	rduplessis@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER PART B:3]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

☐ YES ☐ 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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY:
(BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐ YES ☐ NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? ☐ YES ☐ NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐ NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐ NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

(Proof of authority must be submitted e.g. company resolution)

.....

DATE:.....

BIDDER'S DISCLOSURE**1. PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of 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 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:

.....

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.

.....

3 DECLARATION

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

- 3.1 I have read, and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement, or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements, or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 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

.....

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.

SBD 6.1**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the **...80/20.....** Preference point system shall be applicable; or
- b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution 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 preferences, 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) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity 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;
- (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)	level certificate issued by an authorized body or person;	B-BBEE	Status
2)	as prescribed by the B-BBEE Codes of Good Practice;	A	sworn affidavit
3)	requirement prescribed in terms of the B-BBEE Act;	Any	other
- (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. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

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

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

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status 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

5. BID DECLARATION

- 5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

- 6.1 B-BBEE Status Level of Contributor: = (maximum of 10 or 20 points)
(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

- 7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- 7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
ii) The name of the sub-contractor.....
iii) The B-BBEE status level of the sub-contractor.....
iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	☐	NO	☐
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

Designated Group: An EME or QSE which is at least 51% owned by:	EME √	QSE √
Black people	☐	☐
Black people who are youth	☐	☐
Black people who are women	☐	☐
Black people with disabilities	☐	☐
Black people living in rural or underdeveloped areas or townships	☐	☐
Cooperative owned by black people	☐	☐
Black people who are military veterans	☐	☐
OR		

Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 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 B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, 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 6.1, 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

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
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8. Inspections, tests and analysis
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20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
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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**
- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the

contract documents and information; inspection.		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
	(b)	in the purchaser's country or acceptable to the purchaser, in the form provided in the
8. Inspections, tests and analyses	(c)	bidding documents or another form acceptable to the purchaser; or (b) a cashier's or
	(d)	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.
	8.1	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

23. Termination for default		the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
	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)	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.
24. Anti-dumping and countervailing	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.
	24.1	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

duties and rights		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 (c) 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

30. Applicable law	English. 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.