

Province of the
EASTERN CAPE
ECONOMIC DEVELOPMENT,
ENVIRONMENTAL AFFAIRS & TOURISM

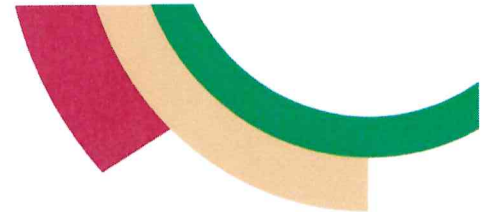
Ref: [reference number]

Tel: 043 605 7153 | **Fax:** 086 511 7610

Contact Person: Hlokomla Mtshothisa
Email: Hlokomla.mtshotshisa@dedea.gov.za
www.dedea.gov.za

REQUEST FOR QUOTATION

Bid No.	SCMU- Q3-PP09-24/25-15
Bid Description	APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF MINIGRID TECHNICAL, INSTITUTIONAL AND SOCIAL OVERSIGHT AND SUPPORT AND MINIGRID ADVISORY SERVICES
Venue where Tender Box is allocated	2nd floor, Chungwa Building Bisho
Date for compulsory briefing session	14 January 2025 at 14h00
Venue for compulsory briefing session	2nd floor, Chungwa Building Bisho
Bid Closing Date & Time	20 January 2025 at 11H00
Queries related to the bid must be address to the following:	
Technical Terms of Reference:	Mr Alistair McMaster Email: Alistair.McMaster @dedea.gov.za All technical enquiries must be forwarded to the above e-mail address
SCM related enquiries:	Ms Hlokomla Mtshotshisa 043 605 7153 Email: Hlokomla.mtshotshisa@dedea.gov.za
Conditions	Bids should be in a sealed envelope clearly marked with the above bid number, description and Department of Economic Development and Environmental Affairs



Province of the
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Ref: *[reference number]*

Tel: 043 605 7153 | **Fax:** 086 511 7610

Contact Person: *[Hlokoma Mtshotshisa]*

| **Email:** Hlokoma.mtshotshisa@dedea.gov.za

www.dedea.gov.za

	- The ECBD forms and all other forms relating to this bid must be completed and signed in the original in ink. - Forms with photocopies signatures or other such reproduction may be rejected. - Bids by telegraph, facsimile, electronically or other similar apparatus will not be accepted.
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Suppliers who are interested to the tender must ensure that their company is registered with Centralised Supplier Database (CSD).

The Department may not conclude any contract with the service provider that is not registered with CSD, failure to register with CSD may invalidate your proposal.

Bidder: Failure to comply with this requirement will be regarded as no responsive and will be disqualified

Failure to attend compulsory briefing session will be regarded as non- responsive and will be disqualified

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:		CLOSING DATE:		CLOSING TIME:	
DESCRIPTION					
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET 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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		☐ AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
		☐ A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
		☐ A REGISTERED AUDITOR			
		NAME: _____			
[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 BELOW]	
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

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.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: Bid No: Q3-PP09-24/25-15

CLOSING TIME 11:00

CLOSING DATE: 20 January 2025

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

ITEM	DESCRIPTION	BID PRICE IN RSA CURRENCY
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NO APPOINTMENT OF A SERVICE PROVIDER(S) FOR THE PROVISION OF MINIGRID TECHNICAL, INSTITUTIONAL AND SOCIAL OVERSIGHT AND SUPPORT AND MINIGRID ADVISORY SERVICES

**** (ALL APPLICABLE TAXES INCLUDED)**

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

.....

R.....

.....

.....

R.....

.....

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R.....

.....

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R.....

.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

Name of Bidder:

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

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....			R.....
.....			R.....
.....			R.....
.....			R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

Any enquiries regarding bidding procedures may be directed to the –
Hlokoma Mtshotshisa
043 605 7153
hlokoma.mtshotshisa@dedea.gov.za

for technical information –
Mr. Alistair McMaster
Alistair.McMaster @dedea.gov.za

All enquiries must be forwarded to the above e-mail address.

Economic Development, Environmental Affairs and Tourism,
2nd floor, Chungwa Building
Bisho
5605

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

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

with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

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

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

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

.....
Signature Date

.....
Position Name of bidder

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
HDI black people	05

HDI women	05
HDI living in Eastern Cape province (submit proof of	10
Total points for Price and SPECIFIC GOALS	100

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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration
Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

$$Ps = 80 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration
Pt = Price of tender under consideration
Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

☐ State Owned Company
[TICK APPLICABLE BOX]

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

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

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

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

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|---|---|
| 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 Programme (NIP)	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)

***TERMS OF REFERENCE: APPOINTMENT OF A SERVICE PROVIDER(S) -
PROVISION OF MINIGRID TECHNICAL, INSTITUTIONAL AND SOCIAL
OVERSIGHT AND SUPPORT, AND MINIGRID ADVISORY SERVICES***

Appointment of a Service Provider(s) – Provision of Minigrid Technical, Institutional and Social
Oversight and Support, and Minigrid Advisory Services

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LIST OF ABBREVIATIONS

DEDEAT	Department of Economic Development, Environmental Affairs and Tourism
GIZ	Deutsche Gesellschaft für Internationale Zusammenarbeit
O&M	Operation and Maintenance
RE	Renewable Energy
SAGEN	South African - German Energy Programme
RMLM	Raymond Mhlaba Local Municipality

2 INTRODUCTION AND BACKGROUND INFORMATION

2.1 BACKGROUND

The Eastern Cape Government, the State of Lower Saxony and the Raymond Mhlaba Local Municipality, together with the Deutsche Gesellschaft für Internationale Zusammenarbeit (GIZ) on behalf of the German Federal Ministry for Economic Cooperation and Development (BMZ), the United Nations Development Programme, the Department of Mineral Resources and Energy, and many other partners, have worked together to develop the Upper Blinkwater Rural Renewable Energy Minigrid in the Raymond Mhlaba Local Municipality.

The minigrid was first conceptualised in 2015 as part of the active twinning arrangement between the Eastern Cape Province and the State of Lower Saxony. This is a pioneering service delivery minigrid piloting an institutional model for the ownership, operation and maintenance of minigrids by Local Municipalities as part of their overall energy business.

In October 2017, the Raymond Mhlaba Local Municipality took a council resolution to own and operate the minigrid once it had been constructed. As such the minigrid was handed over to the Raymond Mhlaba Local Municipality in 2022 for ownership, operations and maintenance.

2.2 DESCRIPTION OF THE MINIGRID

The project is at an operational phase, supplying electricity to 57 households.

The minigrid is composed of a centralised generation plant consisting of 75 kW_{peak} Photovoltaic modules, 21.5 kW wind power and 130 kWh battery storage, with a backup diesel generator.

The facility includes an autonomous power conversion and management system to turn the energy into useful electricity.

Powerlines are then reticulated from the generation plant to households in the village.

A Minigrid controller and human machine interface perform the monitoring, integration and management of the battery management system, incoming power from the wind and solar, the backup generator, and the metering system at the households.

The entire minigrid is managed by a computerised power control system

There is wireless communication between the minigrid control room and the smart metering system and circuits in the households in order to ensure that the overall system remains in balance.

Each household is equipped with a smart and prepaid meter which is integrated into the municipal billing system. The households receive electricity that is similar in quality and quantity to Eskom power.

2.3 MINIGRID SUPPORT SERVICES

DEDEAT values the ongoing sustainability of the Upper Blinkwater Minigrid. Furthermore DEDEAT aims to support other potential minigrids and microgrid projects and processes, and municipalities in the Eastern Cape Province.

As such DEDEAT aims to appoint one or more professional service providers for a period of three years to provide minigrid, and other, technical, institutional and social oversight and support, and minigrid, microgrid and other renewable energy advisory services

2.4 OBJECTIVES, SCOPE OF WORK AND DELIVERABLES

DEDEAT seeks to appoint one or more professional service providers for a period of three years with a track record and expertise in the development and management of minigrid/microgrid-type renewable electricity supply in the Eastern Cape.

Directorates in DEDEAT may procure relevant services from the service provider(s) through an approved and efficient process as and when required for a period of three years, provided that budgets are available and approved. **After the appointment of the service provider(s), task briefs will be compiled as and when required; and will be issued to the service provider(s) with requests for quotations. Each task brief may contain its own unique evaluation criteria, where required.**

In the current bid, only a set of rates for professional hours, travel hours and per kilometre rates must be provided.

2.5 GENERAL REQUIREMENTS

Specific task briefs would be developed once the service provider(s) has been appointed. Requests for quotation for each task brief will be issued to the appointed service provider(s), where required.

In general, task briefs will be aligned to the sections below, and will focus on the following key subject areas:

- Provide oversight and assistance to RMLM for implementation of their Operations and Maintenance contracts and processes.
- Oversee the O&M works from the designated Municipal O&M implementer
- Facilitate between all different actors:
 - o Community of Upper Blinkwater
 - o O&M implementers
 - o RMLM
 - o DEDEAT
 - o Other stakeholders
- Train the technical and other relevant departments of municipalities.
- Provide general advisory and support services to DEDEAT in respect to minigrids, microgrids, off-grid systems and other municipal and institutional generation and supply.

2.5.1 Institutional and technical support

The support service will, among others, provide key support to DEDEAT, municipalities and other institutions in supporting the institutional and technical operational management of the upper Blinkwater minigrid, and other sustainable energy initiatives, during 3 years, to ensure proper

functioning of the Minigrid with regards to availability and functionality and performance. This component shall always and fully comply with all current requirements of:

- the applicable law, regulations and technical and safety standards
- the permitting authorities
- the suppliers under their warranty/extension-of-warranty conditions
- the insurers

In the scope of operational management, the provider will oversee and support the tasks which are necessary to ensure the trouble-free operation of the plant, that is, the provision of the technical activities, such as supervision of the operating conditions, intervention in the event of extraordinary situations to prevent malfunctions and management of the systems.

The Oversight and Support Service shall support inspection and periodic maintenance of the Minigrid in conformity with the specifications of the component manufacturers as well as the coordination and monitoring of repairs (including repairs performed under the Factory Warranties of the suppliers). Key elements of the support may include (among others):

- Project management support to DEDEAT in respect to minigrid related activities.
- Institutional and technical support to municipalities and institutions, including where necessary technical studies.
- Institutional and technical support to Raymond Mhlaba municipality in respect to project management and implementation of minigrid O&M.
- Remote monitoring support for the Upper Blinkwater Minigrid.
- Inspection Diagnostic, troubleshooting and overall operational support for the Upper Blinkwater Minigrid.
- Documentation and reporting service, including data management.
- Engaging with key technical partners such as equipment suppliers

2.5.2 Social Facilitation

In respect to Facilitation, the intention of the oversight service is outlined below:

The *Oversight Service* shall promote good project relations and in so doing shall promote community relations to identify potential problems and resolve them promptly.

As directed by DEDEAT, the Oversight Service Provider shall assist DEDEAT in carrying out specific tasks directly or indirectly related to minigrids, such as, but not necessarily limited to, the following:

Act as the Single Point of Contact (SPOC) on an operational level, between:

- Community of Upper Blinkwater
- RMLM
- DEDEAT
- All other stakeholders and relevant actors

- Other institutions interested in Eastern Cape minigrids, microgrids and off-grid/renewable systems.

2.5.3 Other support

- Conduct relevant feasibility studies, business plan development, specification development and technical support and oversight to minigrid, microgrid and renewable energy projects or initiatives supported by DEDEAT;
- Provide project management services when required; and
- Monitoring DEDEAT energy projects to ensure successful outcomes and promote long-term sustainability

2.6 TRAINING

In respect to Training, the intention of the oversight service is outlined below:

- Provide training regarding the development and operation and maintenance of minigrids, microgrids and other systems. Specific training sub-sets will be defined as per work package descriptions.

3 BID CRITERIA

The requirements of the bid and evaluation process are outlined below.

Important note: For the purposes of this bid, the terms minigrid and microgrid can be treated as the same, namely a small, localized electrical network that can operate independently from the main power grid, which includes greater than 40 kilowatts installed generation capacity, and which reticulates and sells electricity to multiple customers.

3.1 REQUIRED CAPACITY, QUALIFICATIONS, EXPERIENCE & TRACK RECORD

This bid shall be evaluated for compliance / non-compliance to the minimum requirements as per the table outlined below.

#	Criteria: Minimum Requirements
1.	The expert service provider is required to possess a minimum of 3-years of experience in minigrids/microgrids.
2.	Minimum qualifications of the expert or core team member should be a qualification equivalent to NQF 6 and above in engineering or science.
3.	Proven track record of relevant / related projects in the past. The service provider will be required to provide contactable work references where similar work was undertaken

Please note the current request is ONLY for qualifications for database registration. Successful bidder(s) will be registered in the DEDEAT database where DEDEAT will procure from when the need arises.

3.2 COMPULSORY BID EVALUATION CRITERIA

The Bid Evaluation Process will apply the evaluation criteria stipulated below.

It is critical that the candidate/project team demonstrates that they have suitable capacity, qualifications, experience and track record to undertake the project.

The service provider is required to provide a table listing previous relevant experience and track record.

The tables should include fields as per the headings below:

Table 1: Details of track record - Company experience in developing, constructing and or managing renewable energy minigrid/microgrid installations

Title of Project/ Works	Summary of project activity.	Date of project activity inception	Date of Completion of project/activity	Names of project team members in this bid who participated in the activity	Project duration as stated in reference letter.	Project Size (total generation) in kW. (This information does not need to be in the letter of reference).	Does the project reticulate and sell electricity to multiple customer? (yes/no). (This information does not need to be in the letter of reference).	Contact details of client for verification purposes.

COMPULSORY BID EVALUATION CRITERIA

The bid process will include a pre-qualification stage where the functionality / quality of bids will be assessed.

QUALITY / FUNCTIONALITY	Score out of 5	WEIGHT/100

Company experience in overseeing, developing, and/or managing renewable energy minigrid/microgrid installations: Previous projects of a similar nature.

Note that the bidder must provide copies of **letters of reference signed and dated by previous clients that will allow the authentication of the nature, date and duration** of the bidder's project track record.

Minimum requirement: The bidder must demonstrate 3 or more years track record in overseeing/managing one or more off grid renewable energy installations (this may include the development, construction or operations phase). Project durations may be concurrent.

Each installation must be greater than 40 kilowatts installed generation capacity.

With reference to table 1, and the means of authentication outlined above, the bidder demonstrates 3 years or more track record in overseeing, developing, and/or managing minigrid/microgrid installations that are greater than 40kW total generation capacity.

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With reference to table 1, and the means of authentication outlined above, the bidder demonstrates 3 years or more track record in overseeing, developing, and/or managing minigrid/microgrid installations that are greater than 40kW total generation capacity, and which reticulate and sell electricity to multiple customers.

4

With reference to table 1, and the means of authentication outlined above, the bidder demonstrates 4 years or more track record in overseeing, developing, and/or managing minigrid/microgrid installations that are greater than 40kW total generation capacity, and which reticulate and sell electricity to multiple customers.

5

Team member experience in overseeing/managing off grid renewable energy installations

The bidder will receive no points in this section if basic Curriculum Vitae are not included in the proposal. The Curriculum Vitae must include the contact details of at least 3 references in order that DEDEAT may verify the team member experience outlined in the Curriculum Vitae. Minimum requirement: The bidder must stipulate a list of core team members. A minimum of two core team members must be provided. The core team members must include at least one person with more than 3 years’ experience in overseeing/managing/supporting one or more off grid renewable energy installations (this may include the development, construction or operations phase). Each installation must be greater than 40 kilowatts installed generation capacity.		
The bidder includes 1 core team member with 3 years or more experience in overseeing/managing/supporting minigrid/microgrid installations, and including minigrid related community and stakeholder facilitation processes.	4	25
The bidder includes 1 core team member with 4 years or more experience in overseeing/managing/supporting minigrid/microgrid installations, and including minigrid related community and stakeholder facilitation processes.	5	
Core team member experience as an Owner’s Engineer: The bidder will receive no points in this section if Curriculum Vitae are not included in the proposal. The Curriculum Vitae for the core team members must include the contact details of at least 3 references in order that DEDEAT may verify the team member experience outlined in the Curriculum Vitae. The bidder must stipulate a list of core teams members. Minimum requirement: The bidder must stipulate a list of core team members. A minimum of two core team members must be provided. The core team members must include at least one member who demonstrates greater than 3 years track record as an owner’s engineer on renewable energy		

installations (one or more) (this may include the construction or operations phase). Each installation must be greater than 40 kilowatts installed generation capacity		
With reference to the means of authentication outlined above, one core team member demonstrates greater than 3 years track record as an owner's engineer on renewable energy installations. The owners engineer must be a Registered Professional Engineer with an Engineering Council in South Africa	3	20
With reference to the means of authentication outlined above, one core team member demonstrates greater than 3 years track record as an owner's engineer on renewable energy installations <i>that form part of a minigrid/microgrid</i> . The owner's engineer must be a Registered Professional Engineer with an Engineering Council in South Africa	4	
With reference to the means of authentication outlined above, one core team member demonstrates greater than 4 years track as an owner's engineer on renewable energy installations <i>that form part of a minigrid/microgrid</i> . The owners engineer must be a Registered Professional Engineer with an Engineering Council in South Africa	5	
Quality of proposed approach: Taking into account the general requirements in section 3.5 , the bidder is required to submit a minimum 2 page outline of their understanding of the challenges of managing minigrid operations and maintenance in the context of municipal service delivery, and propose an approach to effective operations and maintenance to ensure 97% availability. The objective of this submission is to demonstrate the bidder's understanding of Minigrids in the municipal sphere.		
Proposed approach fully meets the expectations of the brief. Furthermore, with reference to section 3.5, the bidder demonstrates an understanding of minigrid management in the municipal sphere and proposes an effective technical and institutional approach to ensuring ongoing grid performance.	4	15

Proposed approach fully meets the expectations of the brief. Furthermore, with reference to section 3.5, the bidder demonstrates an understanding of minigrid management in the municipal sphere and proposes a technical and institutional approach to ensuring ongoing grid performance. Furthermore, minigrid social and community challenges are taken into account and explained, and solutions are proposed. In doing so, the bidder demonstrates insights beyond the basic requirements outlined in section 3.5	5	
<i>Qualifications and certification of the team of experts (this refers to at least one core team member in the project) <u>Note that the bidder will receive no points in this section if the certified copies of qualification are not included in the proposal.</u></i> <i>Minimum: At least an NQF 6 equivalent qualification in engineering; or in natural science (physics, electronics, or chemistry).</i>		
At least one team member has a qualification of NQF6 equivalent or above in engineering, or in natural science (physics, electronics, or chemistry).	3	20
At least one team member has a qualification of NQF 7 equivalent or above in engineering, or in natural science (physics, electronics, or chemistry).	4	
At least one team member has a post graduate qualification (NQF 8 equivalent or above) in engineering, or in natural science (physics, electronics, or chemistry).	5	

Bidders will be evaluated on a 5-point scale where 1= Weak; 2= Average; 3= Good; 4= Very good; and 5= Excellent. Bidders will be required to obtain at least 75% in order to qualify for the final evaluation stage. A bidder that scores less than 375 points out of 500 in respect of functionality will be regarded as submitting a non-responsive proposal and will be disqualified.

3.3 MANDATORY REQUIREMENTS

Bidder must ensure the following requirements are adhered and included in the proposal:

- Complete and signed SBD 4 (declaration of interest)
- Resolution authorising a particular person to sign the bid documents.
- CSD Summary report
- Certificated copy of engineering council of South Africa (Registered Professional Engineer) – For the person assigned to this position

3.4 BID PROCESS: POST-QUALIFICATION – PRICE AND PREFERENCE

3.4.1 Price points

The bidder is required to provide an itemised schedule of rates as per below for calculation of price points:

Item	Description	Rate quoted (A):	Weighting (B)	Weighted Rate for calculation of price points: (AxB)
Hourly Professional fees rate for minigrid technical, institutional and social oversight and support, and minigrid advisory services.	Please provide the rate per hour for professional fees, including VAT.	Hourly rate (including VAT)	0,75	Weighted Rate = quoted rate X weighting.
Travel hours to site	Please provide the hourly rate for the travel time to and from site, including VAT. Please note that this is not the per-kilometre cost, but rather the hourly fee for "hours on the road" that would be spent by the professional.	Hourly rate for travel hours (including VAT)	0,15	Weighted Rate = quoted rate X weighting.
Disbursements for travel to site (per kilometer)	Disbursements for cost of travel to site to be quoted per km (including VAT).	Per km rate (including VAT)	0,1	Weighted Rate = quoted rate X weighting.
Total				Sum of the above three weighted rates

3.4.2 Preference Points

In terms of the revised Preferential Procurement Regulations 2022, the department will utilize the following specific goals as required by section 2(1) (d) of the Preferential Procurement Policy Framework Act:

(a) Historical Disadvantaged Individuals (HDI): see details below:

To enforce their implementation of RDP goals and to ensure local economic development for procurement above. The Department of Economic Development, Environmental affairs and Tourism shall allocate preference points to any of the following categories:

- HDI black people
- HDI youth
- HDI women
- HDI with disabilities
- HDI living in rural underdeveloped areas or township
- HDI living in Eastern Cape province
- A co-operative or non-profit organization which is at least 51% owned by black people.
- HDI who are Military veterans

Bids shall be evaluated on 80/20 principle. Preference points may be allocated as per below table

Specific Goals	Allocation of points
HDI black people	5
HDI women	5
HDI living in the Eastern Cape Province (submit proof of address/ lease agreement/ utility bill)	10

- Disbursements must be in line with the cost-containment measures introduced by treasury (instruction note 1 of 2013/14). Any additional disbursements, other than those provided above must be agreed upon with the Department in the execution of task briefs.
- The contract period will be a maximum of 3 years (straddling 4 financial years).

4 CONDITIONS OF THE BID

A. In instances where the bidder qualifies and contracts to form part of the Panel of Experts, the bidder may not substitute the core team members listed in this proposal, unless written permission for such a substitution has been obtained from DEDEAT.

- B. All short-listed bidders may be subject to security screening by the State Security Agency on behalf of DEDEAT.
- C. DEDEAT reserves the right to invite shortlisted companies to present their bid proposals for information and enhancement of decision
- D. The tender will be awarded subject to a legally enforceable contract being entered into between the preferred bidder and DEDEAT, which will impose terms and conditions that will regulate the parties (preferred service provider and Department) whilst the required services are rendered and thereafter. The successful bidder may not alter its status in terms of specific goals during the bid consideration process and the contract period (when tender is awarded) without the consent of DEDEAT. The preferred bidder will not be allowed to subcontract and cede the agreement.
- E. DEDEAT is not bound to select any of the firms submitting proposals. DEDEAT reserves the right not to award the contract to the lowest bidding price as well as to renegotiate the bid price of the preferred applicant.
- F. DEDEAT will not be held responsible for any costs incurred by the bidder in the preparation and submission of the bid
- G. Bidders must comply with all procurement conditions of the department, including the provision of tax compliant or a letter of arrangement from SARS.
- The service provider must be cleared by the National Treasury as per section 28 of the Prevention and combating of corrupt activities act, (act 12 of 2004) and the department will implement the law, especially section 28(3)(iii), but not limited to.
- H. The penalty clause: Failure to deliver on conditions of the Service Level Agreement will result in penalty levies charged.
- I. The consultant rate clause: All service providers must comply to the Auditor General and DPSA consultant rate guidelines.
- J. DEDEAT reserves the right not to accept the lowest proposal in part or in whole or any proposal.

4.1 VALIDITY PERIOD

Proposals are expected to remain valid for 90 days from submission.

4.2 CONTRACT PERIOD

The contract period will be a maximum of 3 years (straddling 4 financial years).

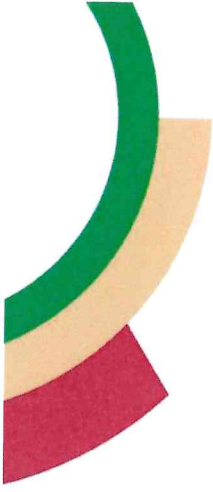
Appointment of a Service Provider(s) – Provision of Minigrid Technical, Institutional and Social Oversight and Support, and Minigrid Advisory Services

5 SUBMISSION OF PROPOSALS

As an entity registered on the Supplier Database, you are requested to submit a proposal for delivering the specified services on behalf of DEDEAT. One original copy of the completed proposal shall be placed in a sealed envelope clearly marked: *Appointment of a Service Provider(s) – Provision of Minigrid Technical, Institutional and Social Oversight and Support, and Minigrid Advisory Services*, and deposited in the Bid Box located at The Department of Economic Development, Environmental Affairs and Tourism at **2nd floor, Chungwa Building, Bhishe**. The closing date and time for the receipt of completed proposals is as advertised in the call for proposals. Late proposals will not be considered. **Telegraphic, telexed, facsimiled or e-mailed submissions will not be accepted.**

For bid enquiries contact:

For bid enquiries contact:
Ms Hlokoma Mtshotshisa
Assistant Manager: Supply Chain.
Tel: +27 (0)43 605 7191
Hlokoma.Mtsotshisa@dedea.gov.za



6 Approval of terms of reference

Name	Mr A McMaster Director: Sustainable Energy	Ms L Daniels Bid Spec Committee Deputy Chairperson	Khonaye Mayile Director: SCM	Marius Coetzee AGM: Economic Development	SB Jongile Chief Financial Officer	Ms. M. Mama Head of Department
Action	Submitted	Recommendation: Recommend:	Recommendation: Recommend:	Recommendation: Recommend:	Recommendation: Recommend:	Approval: Approved
Comments		The ToRs are	N/A	n/a	N/A	N/A
Signature					 SB Jongile 16 Oct 23, 2024 16:01 GMT+2	
Date	03 12 2024	03/12/24	03/12/24	05/12/24	05/12/24	05/12/24