



police, roads & transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE



police, roads & transport

Department of
Police, Roads and Transport
FREE STATE PROVINCE

**DEPARTMENT OF POLICE, ROADS AND TRANSPORT,
FREE STATE**

Tender No: PR&T/RFP 02/2022/23

**RE-ADVERTISEMENT: REQUEST FOR PROPOSALS FROM A CONSULTING
ENGINEERING COMPANY FOR VERIFYING 10% OF ROAD NETWORK DATA
COLLECTED FOR DORA COMPLIANCE IN THE DEPARTMENT OF POLICE,
ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS**

TENDER DOCUMENT

August 2022

Issued by:

Department of Police, Roads & Transport

45 Charlotte Maxeke Street

Bloemfontein

9300

Contact:

Supply Chain Management

Telephone: 051 409 8891 / 8899

Name of tenderer:

Tender amount: R.....

SBD1

police, roads & transport
Department of
Police, Roads and Transport
FREE STATE PROVINCE

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	PR&T/RFP 02/2022/23	CLOSING DATE:	16/09/2022	CLOSING TIME:	11H00
DESCRIPTION	RE-ADVERTISEMENT: REQUEST FOR PROPOSALS FROM A CONSULTING ENGINEERING COMPANY FOR VERIFYING 10% OF ROAD NETWORK DATA COLLECTED FOR DORA COMPLIANCE IN THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS				
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)

DEPARTMENT OF POLICE, ROADS AND TRANSPORT					
45 PERM BUILDING, CHARLOTTE MAXEKE STREET					
TENDER BOX GROUND FLOOR (SECURITY ENTRANCE)					
BLOEMFONTEIN					
9323					
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			B-BBEE STATUS LEVEL SWORN AFFIDAVIT	☐ Yes
	☐ No				☐ No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS	☐	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			

CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	☐	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)	
	☐	A REGISTERED AUDITOR  police, roads & transport NAME: Department of Police, Roads and Transport FREE STATE PROVINCE	
[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	DEPARTMENT OF POLICE, ROADS AND TRANSPORT	CONTACT PERSON	Mr. L.T. Sekhaolela
CONTACT PERSON	Mr. T Makhetha Ms. W Makutoane Mr. T Sekwena	TELEPHONE NUMBER	082 821 9056
TELEPHONE NUMBER	051 409 8891/8899	FACSIMILE NUMBER	
FACSIMILE NUMBER	N/A	E-MAIL ADDRESS	Sekhaolela@freetrans.gov.za
E-MAIL ADDRESS	Makutoanew@freetrans.gov.za SekwenaT@freetrans.gov.za		

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?



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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.

RE-ADVERTISEMENT: REQUEST FOR PROPOSALS FROM A CONSULTING ENGINEERING COMPANY FOR VERIFYING 10% OF ROAD NETWORK DATA COLLECTED FOR DORA COMPLIANCE IN THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS

1.1 SCOPE OF WORK

Attached as Annexure A

1.2 SCHEDULE OF QUANTITIES

Attached as Annexure B

1.3 LEGAL IMPLICATIONS

Documents to be utilized for executing professional service are:

- ✓ (GCC) General Conditions of the Contract
- ✓ (SCC) The Special Conditions of Contract
- ✓ COLTO (Committee of Land Transport Officials)
- ✓ SARTSM (South African Road Traffic Signs Manual)
- ✓ NEC 3 Professional Services Contract
- ✓ TMH (Technical Methods for Highways) Manuals
- ✓ TMH 14 (Standard Automatic Traffic Data Manual)
- ✓ Road Safety Audit manual
- ✓ TMH 3 (Traffic Data Manual)
- ✓ TMH 18 (Trip Data Manual)
- ✓ TRH 17 (Geometric design)
- ✓ TRH 26 (South African Road Classification and Access Management manual)
- ✓ TMH 13 (Automated Road Condition Assessments)

1.4 APPOINTMENT OF SUITABLE SERVICE PROVIDER

- ✓ A suitable service provider is required to provide services to the Department in terms of the specifications.
- ✓ The Department reserves the right to negotiate the tender award value or call for presentations if prices are deemed not to be market related.
- ✓ The Department is not obliged to appoint the lowest bid.

1.5 PROCUREMENT

1.5.1 METHOD OF INVITATION

- ✓ Competitive bids will be advertised in the Government Tender Bulletin, e-Tender Publication Portal and on the institution's website, in terms of Treasury Regulation 16A. 6.3 c, and SCM Instruction No. 02 of 2021-22 Paragraph 3.3

1.5.2 COMPULSORY BRIEFING SESSION

Briefing meeting will be held and bidders who fail to attend will be disqualified/eliminated.

Date: 02nd September 2022

Time: 10h00am

Venue: Medfontein Building, 3rd Floor, Room 316, St Andrews Street

Technical enquiries: L.T Sekhaolela

Email address: Sekhaolelal@freetrans.gov.za

Telephone/Cell: 082 812 9056

SCM enquiries: Mr. T Sekwena @ (051) 409 8891 / Ms. W. Makutoane @ 051 409 8899

Email address: SekwenaT@freetrans.gov.za , MakutoaneW@freetrans.gov.za;



1.5.3 MANDATORY REQUIREMENTS

- ✓ Valid Original Tax Clearance Certificate or Tax Compliance Status Pin must be attached failure will lead to disqualification
- ✓ Bidders must return all completed and duly signed standard bidding documents (SBD forms). All documents must be completed with a black ink non-erasable pen and attached all returnable documents.
- ✓ Proof of CSD registration.
- ✓ In the case of a Joint Venture the Bidder must attach:
 - ✓ A joint venture agreement duly signed by both parties, and
 - ✓ Certificate of Authority for Signature (Power of Attorney)
 - ✓ Joint B-BBEE Certificate

1.5.4 EVALUATION CRITERIA

The Bids will be evaluated on functionality, whereby potential service providers are **expected to score minimum points of 24 out of 40 for functionality**. Failure to score the required minimum requirements then the bidder will be disqualified. **It must be noted that, functionality will be evaluated separately from price and BBEE.**

Further, all received bids will then be evaluated using 80 /20 preference points system, as the anticipated that, project cost for the request to Bid will not be above R50 000 000.00.

The Bids will be evaluated on a three (3)-stage, process as follows:

- ✓ Stage 1: Pre-qualification criteria for preferential procurement
- ✓ Stage 2: Functionality – 40 points
- ✓ Stage 3: Price and B-BBEE

NB: The criteria which will be used for each of these stages is as follows:

1.5.4.1 Stage 1: Pre-qualification criteria for preferential procurement

- ✓ BBEE level 1 only are eligible to bid.
- ✓ QSE Only and attach the latest financial statement accredited by an accountant or an auditor.

1.5.4.2 Stage 2: Functionality

Functionality Assessment is based on the Grid below:

Criterion	Description of criteria		Scoring	Points	Total Points Allocation
Capacity	Overall Project Manager	Pr.Eng/Pr Tech Eng/Pr Techni Eng ECSA or Equivalent to international body (A copy of employment contract and a detailed CV with Certified copy of certificate to be submitted)	5 years and more	5	25
			Between 3 years and less than 5 years	3	
			Between 1 years and less than 3 years	2	
			Less than 1 year	0	
	Visual Assessment Project Manager	Pr.Eng/Pr Tech Eng/Pr Techni Eng ECSA or equivalent to International body and have relevant experience in conducting visual assessments on both paved and unpaved roads. (A copy of employment contract and a detailed CV with Certified copy of certificate to be submitted)	5 years and more	5	
			Between 3 years and less than 5 years	3	
			Between 1 years and less than 3 years	2	
			Less than 1 years	0	
	Road Safety Survey Project Manager	Pr.Eng/Pr Tech Eng/Pr Techni Eng ECSA and must also be in possession of the Road Safety Certificate accredited by SARF (A copy of employment contract and a detailed CV with Certified copy of certificates to be submitted)	5 years and more	5	
			Between 3 years and less than 5 years	3	
			Between 1 years and less than 3 years	2	
			Less than 1 years	0	
	Bridge Inspections Project Manager	Pr.Eng/Pr Tech Eng/Pr Techni Eng ECSA or equivalent to international body and must also be registered as a Structural engineer. (A copy of employment contract and a detailed CV with Certified copy of certificate to be submitted)	5 years and more	5	
			Between 3 years and less than 5 years	3	
			Between 1 years and less than 3 years	2	
			Less than 1 years	0	

Criterion	Description of criteria		Scoring	Points	Total Points Allocation
	Civil Engineer - Traffic Data Analyser or Traffic Engineer	Pr.Eng/Pr Tech Eng/Pr Techni Eng ECSA or equivalent to international body (A copy of employment contract and a detailed CV with Certified copy of certificate to be submitted)	5 years and more	5	
			Between 3 years and less than 5 years	3	
			Between 1 years and less than 3 years	2	
			Less than 1 years	0	
Experience	Project Management	Experience in Managing projects to completion – Appointment letters and reference letters from 2016 onwards.	5 Letters and above	5	5
			3- 4 Letters	3	
			1-2 Letters	1	
			0 Letters	0	
Approach and methodology		Detailed business plan/ methodology for roll-out of the project.	Excellent Approach and Methodology	5	5
			Good Approach and Methodology	3	
			Average Approach and Methodology	1	
			Poor Approach and Methodology	0	
Locality	Promotion of local based companies	Free State based	Municipal service (Water, Sanitation, Rates and Electricity) account/ Lease agreement with a current bill of account not owing more than (90) days	5	5
		Outside Free State		2	
		Foreign		0	
Total					40

NB: A tender that fails to obtain the minimum qualifying score of 24 points for functionality as indicated in the *GRID* above is not an acceptable tender, further all tenders that obtained the minimum qualifying score for functionality must be evaluated in terms of price and the preference point system.

1.5.4.3 Stage 3: Price and B-BBEE Status

Assessment for stage 3 will be evaluated on 80/20 preferential point system:

Price : 80
B-BBEE Status Level : 20

Price: 80: The lowest acceptable Bidder qualify for maximum points of 80 for price. These points will be for the Total Bid Offer. The points for price will be calculated according to clause 6, item 1 of the PPPFA 2017 as follows:

$$P = 80 \times (1 - \frac{(P_t - P_{min})}{P_{min}})$$

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration; and

P_{min} = Price of lowest acceptable tender.

B-BBEE Status Level: 20: Points will be awarded to bidders for attaining the B – BBEE status level of contributor in accordance with the table below:

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-complaint Contributor	0

- ✓ A tenderer must submit proof of its B-BBEE status level of contributor to qualify for BBBEE points, failing to submit proof of B-BBEE status level of contributor cannot be regarded as a disqualifying factor but is a non-compliant contributor to B-BBEE and, may only score points out of 80 for price; and scores 0 points out of 20 for B-BBEE.
- ✓ A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- ✓ The points scored by a tenderer for B-BBEE in terms of this regulation must be added to the points scored for price, the points scored must be rounded off to the nearest two decimal places and the contract must be awarded to the tenderer scoring the highest points

1.6 DURATION OF THE CONTRACT

The project will be executed over a period not exceeding 36 months from the appointment letter date. The service providers will be expected to work on a full-time basis during this period.

1.7 THE FOLLOWING CONDITIONS FORMS PART OF SPECIAL CONDITIONS OF BID / CONDITIONS OF ACCEPTANCE.

- ✓ All stages must be adhered to such as Mandatory requirements, functionality, technical approach as well as financial proposal.
- ✓ Bids must be valid for 180 days
- ✓ The Department of Police, Roads and Transport selection of qualifying tenders will be as per Department's Supply Chain Management policy and will be final.
- ✓ The Department is not bound to accept any proposal and reserves the right to annul the selection process at any time prior to contract award, without incurring any liability to the bidders.

- ✓ Bidders who falsify any information will be disqualified-If it's discovered during the contract period, the Department reserves the right to terminate the contract immediately
- ✓ Bidders who don't appear on the National Treasury's blacklisted entities or Tender defaulters will be considered for appointment.
- ✓ The successful bidder will also be required to submit the following documents: Professional Indemnity Insurance. Activities and items described in the Technical Proposal but not priced shall be assumed to be included in the prices of other activities or items if there is reference to serve as proof.
- ✓ Bidders must submit a signed Technical and Financial Proposal in two separate envelopes.
- ✓ The winning bidder must make 30% provision for locally based sub-consulting development programme.

The following information must be attached to the bid document:

- ✓ Business profile;
- ✓ Entity Registration Documents.
- ✓ Certified copies of identity documents of all active members/shareholders of the company not older than 90 days.
- ✓ Certificate of Authority for Signature (Power of Attorney).
- ✓ Municipal service (water, sanitation, rates, and electricity) clearance certificate or Lease Agreement with a Current Bill of Account not owing more than Ninety (90) days.
- ✓ In the case of a joint venture, bidders must submit a joint venture agreement duly signed by both parties entering in such agreement and Certified BBBEE certificate issued in the name of the joint venture.
- ✓ **No late/faxed/e-mailed submissions will be accepted or considered.**

1.8 CLOSING DATE, TIME, AND VENUE FOR SUBMISSIONS

The Bid document must be placed in a sealed envelope. The title “**Re-advertisement: REQUEST FOR PROPOSALS FROM A CONSULTING ENGINEERING COMPANY FOR VERIFYING 10% OF ROAD NETWORK DATA COLLECTED FOR DORA COMPLIANCE IN THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS**” must be clearly written or typed on the envelopes. The envelopes must be deposited in the Tender Box at following address:

**Perm Building
45 Charlotte Maxeke Street
Bloemfontein
9301**

Closing date for Bid documents is 11h00 on the 16th September 2022

SBD 3.1

PRICING SCHEDULE – FIRM PRICE (PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Bid number: PR&T/RFP 02/2022/23
Closing Time 11:00	Closing date: 16 September 2022.

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
----------	----------	-------------	---

- Required by:
- At:
.....
- Brand and model
- Country of origin
- Does the offer comply with the specification(s)? *YES/NO
- If not to specification, indicate deviation(s)
- Period required for delivery
*Delivery: Firm/not firm
- Delivery basis

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

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

*Delete if not applicable



ANNEXURE B
SBD 4
BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling 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

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.



2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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

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.



made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the

bidder was not involved in the drafting of the specifications or terms of reference for this bid.

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

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

.....
Position

.....
Name of bidder



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 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	100

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) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. 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



8.9 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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder



SCOPE OF WORK

Annexure A

ANNEXURE A - SCOPE OF WORK

1 : ESTABLISHMENT

1.10 : Deflections

The rate tendered to establish the Deflection Data Collection and Analysis will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

1.20 : Paved Road Network Data Collection and Analysis

The rate tendered to establish the Paved Road Network Collection and Analysis will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

1.30 : Unpaved Road Network Data Collection and Analysis

The rate tendered to establish the Paved Road Network Collection and Analysis will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

1.40 : Traffic Data Collection and Analysis

The rate tendered to establish the Paved Road Network Collection and Analysis will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

1.50 : Road Safety Assessment Data Collection and Analysis

The rate tendered to establish the Road Safety Assessment Collection and Analysis will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

1.60 : Bridge/Major Culvert Inspections

The rate tendered to establish the Bridge/Major Culverts inspections will be a Lump Sum and shall include all costs for labour, materials, equipment, travel, disbursements, and other necessary items to establish the equipment on site. The amount will be paid once only following appointment of the service provider.

2 : ROAD CONDITION

2.10 Continuous Deflection Measurement Device

The undertaking of continuous deflection measurements is to be carried out on the major portion of the paved road network as directed. The device is to be equipped with positioning system(s) meeting the requirements of Draft TMH 13 Part B.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, materials, equipment, taking the continuous deflection measurements, quality plan, control testing, calibration and verification costs and all other necessary actions to undertake this task.

2.20 Falling Weight Deflectometer (FWD)

Falling weight deflectometer (FWD) measurements are to be undertaken on minor portions of the road network as directed. The maximum longitudinal distance between adjacent measurements shall be 100m (staggered between the left and right lanes) but this is to be reduced if directed by the Employer. The condition of the pavement at the test position is to be recorded, eg "severe crocodile cracking"

The FWD equipment is to comply with the technical standards stipulated in the Draft TMH 13 Part F as is the survey methodology (in conjunction with TMH 22). The FWD vehicle must be equipped with calibrated distance measuring instrument (DMI) and global positioning system device meeting the requirements of TMH 13 Part B.

20.30 Surface Profiles

The measurement of Class 1 riding quality testing is to be undertaken on portions of the road network as directed with the data being recorded as follows:

- Wheel path: two per lane
- Profile sampling interval: $\leq 25\text{mm}$
- IRI reporting interval: $\geq 10\text{m}$ and $\leq 100\text{m}$

A high precision profiler (Class 1) is to be used for the measurement of the riding quality and the equipment is to comply with system operational and calibration / verification requirements stipulated in Draft TMH 13 Part C. In addition, the profiling vehicle is to be equipped with a positioning system complying with Draft TMH 13 Part B

Factors that may influence IRI shall be recorded during the survey and the data corrected accordingly. These include, but are not limited to, traffic congestion, pavement condition, having to travel off the carriageway, etc. There are some practical operation practices that the operator should avoid such as sudden acceleration or braking during surveys. Where survey speeds cannot be maintained this must be noted

If road conditions are extremely rough that the collection of riding quality data as prescribed above is not practical or safe; the service provider shall provide an alternative means for estimating pavement roughness for use in such areas, calibrated by ASTM E 1364-95 or a similarly acceptable standard, and subject to Employer approval.

The unit of measurement to undertake this testing will be a Lane.Km and shall include all costs for labour, materials, disbursements, equipment, taking the roughness measurements, quality management and control testing, calibration and verification costs plus other necessary items to undertake this task.

2.40 : RTRRM Class 3 IRI - Unpaved Roads

The measurement of Class 3 riding quality on the **un-surfaced** road network is to be undertaken as directed. A response type device, calibrated to known IRI in accordance with ASTM E1448-92/98, is to be used for the measurement of the riding quality and the equipment is to comply with system operational and calibration / verification requirements stipulated in Draft TMH 13 Part C. In addition, the profiling vehicle is to be equipped with a positioning system complying with Draft TMH 13 Part B

Factors which may influence the IRI shall be recorded during the survey and the data corrected accordingly. These include, but not limited to, traffic congestion, pavement construction activities, travel off the carriageway, etc.

If road conditions are extremely rough that the collection of riding quality data as prescribed above is not practical or safe; the service provider shall provide an alternative means for estimating pavement roughness for use in such areas, calibrated by ASTM E 1364-95 or a similarly acceptable standard, and subject to Employer approval.

The unit of measurement to undertake this testing will be a Km and shall include all costs for labour, disbursements, materials, equipment, taking the roughness measurements, quality management, control testing, calibration and verification costs plus other necessary items to undertake this task.

3 Traffic Data Collection

3.10 Electronic counting station (RCAM Class 1-3) 7 days Counts

Automated traffic counting is to be undertaken in terms of the Draft TMH 3 and 8 as relevant. Traffic volume shall be captured using a portable type, battery-operated, multi-lane time interval traffic counter and classifier. The equipment shall be capable of collecting valuable traffic data, primarily vehicle count and classification. Other data that can be captured are gap, headway, speed by axle and speed by length. The duration of the traffic count shall generally be 7 days for 24 hours per day for RCAM Class 1-3.

The unit of measurement is the number of individual traffic counting sites and shall include full compensation for all labour, transport, materials, establishment and equipment necessary to undertake the traffic counts at the sites as specified.

3.20 Electronic counting station (RCAM Class 4) 48 hours Counts

Automated traffic counting is to be undertaken in terms of the Draft TMH 3 and 8 as relevant. Traffic volume shall be captured using a portable type, battery-operated, multi-lane time interval traffic counter and classifier. The equipment shall be capable of collecting valuable traffic data, primarily vehicle count and classification. Other data that can be captured are gap, headway, speed by axle and speed by length. The duration of the traffic count shall generally be 48 hours for RCAM Class 4.

The unit of measurement is the number of individual traffic counting sites and shall include full compensation for all labour, transport, materials, establishment and equipment necessary to undertake the traffic counts at the sites as specified.

3.30 Manual counting station (RCAM Class 5) 12 hours Counts

The traffic counting shall be carried out in accordance with the stipulations of Draft TMH 3 & 8 as relevant by pre-approved survey enumerators by capturing the traffic in a pre-defined format. The survey site shall be appropriately designated and marked such that it provides the field teams a safe place for the duration of the counting. The traffic counts shall be undertaken between the hours of 06:00 to 18:00 on days as specified at the selected survey stations. The vehicle classification system shall be discussed with Employer before the survey starts. As guidance the classification shall be in line with HDM-4 classifications.

The unit of measurement shall be the number of individual traffic counting sites and will include full compensation for all labour, transport, disbursement and equipment necessary to undertake the traffic counts.

4 Bridge Conditions

4.10 Bridges

Only accredited bridge and culvert inspector's are to be utilized to undertake inspections of bridges and major culverts. Certified bridge inspector's may inspect bridges and/or major culverts whilst certified major culvert inspectors can be employed to inspect major culverts only. The inspections are to be carried out in accordance with the requirements of Draft TMH 19 Part A and B including an inventory check, condition assessments and photographs

Should any defects that require immediate attention be discovered, this information is to be delivered to the respective senior manager of the Employer without undue delay

The unit of measurement shall be the number of bridge/major culvert and shall include full compensation for all labour, transport and equipment necessary to undertake the inspections AND quality assurance checks and shall also include the of travel cost.

4.20 Major Culvert

Only accredited bridge and culvert inspector's are to be utilized to undertake inspections of bridges and major culverts. Certified bridge inspector's may inspect bridges and/or major culverts whilst certified major culvert inspectors can be employed to inspect major culverts only. The inspections are to be carried out in accordance with the requirements of Draft TMH 19 Part A and B including an inventory check, condition assessments and photographs

Should any defects that require immediate attention be discovered, this information is to be delivered to the respective senior manager of the Employer without undue delay

The unit of measurement shall be the number of bridge/major culvert and shall include full compensation for all labour, transport and equipment necessary to undertake the inspections AND quality assurance checks and shall also include the of travel cost.

5: Road Safety Assessments

5.10 Safety Audits

Network Level Road Safety Assessments is to be undertaken on portions of the road network as directed by the Employer. The road safety assessments are to be directly managed by the Road Safety Survey Project Manager and only be carried out by persons accredited as road safety surveyors/assessors with IRAP or similar body approved by the Employer

The unit of measurement to undertake safety assessment a Km and shall include all costs for labour, materials, equipment, and undertaking the assessment.

6 : ADDITIONAL SERVICES

6.10 : Attend Meetings

Project meetings shall be held monthly. The unit of measurement to attend these regular meetings will be the Person Hour and shall include all costs for labour, materials, equipment, disbursements and travel, compiling of the meeting agenda, preparing Minutes and circulating such. All of the Service Provider's Key Persons, as listed in the Contract Data, are required to attend these meetings.

Attendance at meetings in addition to the above can be claimed for under payment item 60.01 and 60.02 as appropriate. Expenditure for additional meetings shall only be undertaken on written instruction of the Employer

6.20 Ad-hoc Support : Category A Staff

Ad-hoc support may be required periodically from the Service Provider. The unit of measurement is the hour of time spent on such services by Category A staff (as defined in the Engineering Profession Act (46/2000)) and shall cover all labour costs for time actually spent on the provision of the "ad-hoc" service. Payment for time spent travelling will not be made, but the costs of such travel and disbursements can be claimed under payment item 60.01/60.02 if pre-approved by the Employer.

Expenditure for the above shall only be undertaken on written instruction of the Employer

6.30 : Strategic Support

This task will involve all activities associated with reviewing and assessing RAMS operations of data collection, evaluation, interpretation and decision support at a high level to maximize the cost / benefit of the system and the appropriateness of the information generated. The Service Provider will provide advice at strategic level in terms of improving the RAMS capabilities and operational effectiveness and will be responsible for reviewing annual reports for institutional and legislative compliance.

Expenditure for the above shall only be undertaken on written instruction of the Employer.

7 : DISBURSEMENTS

7.10 : Travel

Travelling costs are only payable where the individual pay item description allows for such. The unit of measurement is the vehicle kilometer and shall include for all costs associated with the travel. Travelling by other means (air, rail etc) will be for the Service Providers cost. Expenditure under this item is to be pre-approved by the Employer.

7.20 : Accommodation

Accommodation costs are only payable where the individual pay item description allows for such. The unit of measurement is the person night and shall include for all accommodation costs including meals and any other subsistence expenses. Expenditure under this item is to be pre-approved by the Employer.



SCHEDULE OF QUANTITIES

Annexure B

ANNEXURE B - SCHEDULE OF QUANTITIES										
RE-ADVERTISEMENT: REQUEST FOR PROPOSAL FOR THE ADVERTISEMENT AND APPOINTMENT OF CONSULTING ENGINEERING COMPANY FOR VERIFYING 10% WORK DONE BY OTHER SERVICE PROVIDERS IN THE RAMS OFFICE FOR DORA COMPLIANCE IN THE DEPARTMENT OF POLICE, ROADS AND TRANSPORT FOR A PERIOD OF 36 MONTHS										
No.	Item	Unit	Qty Y1	Qty Y2	Qty Y3	Total Qty	Qty	Rate	Amount	
1	ESTABLISHMENT (Rate must include the establishment of equipment, operators and assessors)	Sum	1	0	0	1	1			
1.10	Deflections Data Collection and Analysis	Sum	1	0	0	1	1			
1.20	Paved Road Network Data Collection and Analysis	Sum	1	0	0	1	1			
1.30	Unpaved Road Network Data Collection and Analysis	Sum	1	0	0	1	1			
1.40	Traffic Data Collection and Analysis	Sum	1	0	0	1	1			
1.50	Road Safety Assessment Data Collection and Analysis	Sum	1	0	0	1	1			
1.60	Bridge/Major Culvert Data Collection and Analysis	Sum	1	0	0	1	1			
Total:										-
2	ROAD CONDITION									
2.10	Deflections (Continuous Deflectometer Device)	lane.km's	8 586	4 293	4 293	17 172	1717			
2.20	Deflections (FWD)	lane.km's	4 908	2 454	2 454	9 816	982			
2.30	Surface Profiles, incl IRI, Rut, MPD, ACD, Geometry - Paved Roads	lane.km's	13 493	6 747	6 747	26 987	2699			
2.40	RTTRM Class 3 IRI - Unpaved Roads	km's	6 863	6 863	6 863	20 589	2059			
2.50	Friction Measurements	lane.km's	6 747	6 747	200	13 694	1369			
TOTAL:										-
3	TRAFFIC DATA COLLECTION									
3.10	Electronic counting station (RCAM Class 1-3) 7 days Counts	No	137	137	137	411	41			
3.20	Electronic counting station (RCAM Class 4) 48 hours Counts	No	259	130	128	517	52			
3.40	Manual counting station	No	576	576	577	1 729	173			
Total:										-
4.00	BRIDGE CONDITIONS									
4.10	Bridges	No	1 150			1 150	115			
4.20	Major Culverts	No	499			499	50			
Total:										-
5.00	ROAD SAFETY ASSESMENTS									
5.10	safety audits	No	200	6 747	200	7 147	715			
Total:										-
6	ADDITIONAL SERVICES									
6.10	Attend Meetings	person.hr	192	192	192	576				
6.20	Ad-hoc Support staff	person.hr	1 248	1 248	1 248	3 744				
6.30	Strategic Support	person.hr	160	160	160	480				
Total:										-
7	DISBURSEMENTS									
7.10	Travel	sum	1	1	1		1			
7.20	Accommodation	sum	1	1	1		1			
Total:										-
Subtotal A										-
Add 10% Contingencies										-
Subtotal B										-
VAT@15%										-
TOTAL										-

Note: Sub-Consulting Development Programme within the 30% sub-contracting framework must be provisioned within the tender amount.

Signed on behalf of the Tenderer: (Signature)

Date:

Tenderer's Name: (Company Name)

DISCLAIMER
Kindly note that the responsibility lies with Tenderer to check the tender document and the tender addenda (if issued) to verify that all the information is correct and all changes have been incorporated as no claims will be entertained in this regard afterwards.

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

3. General

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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

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

9. Packing

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

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

16. Payment

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

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

		(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation 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)