



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

CHIEF DIRECTORATE: FINANCIAL MANAGEMENT
DIRECTORATE: SUPPLY CHAIN MANAGEMENT

Ref: 7/1/2/5

EXPRESSION OF INTEREST

**13 DARD 09/2024: APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF
SINGLE QUARTERS AT KLIPKUIL RESEARCH FARM.**

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

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

Bid Number : 13 DARD 09/2024

Closing Date : 30 SEPTEMBER 2024

Closing Time : 11H00

Identification details: Appointment of a Contractor for the Construction of Single Quarters at Klipkuil Research Farm.

5. Closing date and time

The closing date and time for submission of bid offers is: **30 September 2024 at 11H00** at AgriCentre Building, Corner DR James Moroka and Stadium Road, Mmabatho.

6. Briefing Session

There will be a compulsory site briefing session at Klipkuil Research Farm in Bojanala Platinum District under Moses Kotane Local Municipality on 12 September 2024 at 11H00:

Coordinates: S: 26 ° 29 ' 40" E: 23 ° 51 ' 59"

7. Access

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

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

9. A non-refundable fee of **R120.00** (Cash) is payable for this document. The fee must be paid at Office E135, First Floor, Agricentre Building, Cnr Dr James Moroka and Stadium Road, Mmabatho.

10. The non-refundable fee does not apply to bidders who can download tender document from the E-Portal website: www.etenders.gov.za/content/advertised-tenders or Departmental Website www.nwpg.gov.za/Agriculture under Tenders

11. The Department of Agriculture and Rural Development reserves the right to accept any bid in whole or in part and does not bind itself to accept the lowest or any bid.

12. Enquiries (Bidders are encouraged to utilize emails for enquiries) relating to this bid can be obtained from the following officials: -

Technical Enquiries	Ms A Dikolomela	Tel: 018 384 3123 adikolomela@nwpg.gov.za
General SCM Enquiries	Mr. S. Mothibi	Tel: 018 384 6080 Smothibi@nwpg.gov.za

Technical Person : Mr K.K. Moloko – 067 650 9369 KholofeloM@nwpg.gov.za

13. BID REQUIREMENTS

- 13.1. Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time.
- 13.2. Bids will be valid for a period of 90 days after closing.
- 13.3. All bid prices must be quoted in South African Currency and must be VAT inclusive.
- 13.4. All the relevant forms attached to this bid document must be completed in full and signed in black ink where applicable by a duly authorised official.
- 13.5. The successful bidder will be required to sign Service Level Agreement (SLA) and Standard Bidding Document (SBD) 7.2 with the department.
- 13.6. The official forms as per paragraph 3 above and the bid terms of reference/specification must not be retyped. To ensure authenticity of the document's bidders must complete forms manually.
- 13.7. Any arithmetical errors made during the completion of the Bid document will remain the responsibility of the contractor. After submitting the bids, no adjustment to the tendered rates will be allowed.

14. REQUIRED DOCUMENTATION

14.1. The prospective bidders are required to provide the following mandatory documentation which will be used for the phase 1 of the evaluation on Mandatory Documentation: -

- 14.1.1. A copy of the company central supplier database (CSD) registration report. The status on the CSD report must be tax compliant.
- 14.1.2. Originally, fully completed and signed Standard Bidding Document
- 14.1.3. SARS Tax Pin.
- 14.1.4. For joint venture to be considered and points allocated accordingly, the following documents are required:
 - 14.1.4.1. Agreement between the parties of the joint venture
 - 14.1.4.2. All parties must be registered on the Central Supplier Database with a Tax compliance status and all parties must make full disclosures as required by the SBD4.

14.2. A Valid CIDB **4GB/4CE** or higher

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

15. EVALUATION METHODOLOGY:

The Evaluation Processes will include the following phases:

15.1. **Phase 1** - Evaluation on Mandatory Documentation as stated in clause 13 above.

15.2. **Phase 2** - Technical/ functional Requirements and bidders who obtain **70 points** or more will be added to the list of preferred service providers and will be engaged on an as and when required basis. Kindly note that this phase might be subjected to physical visits to ensure that service providers who are included in the Database have the capacity and capability to render effective services to the Department.

15.2.1. **The following must also be attached to enable the evaluation**

committee to evaluate your bid on technical capabilities (Phase 2):

- 15.2.1.1. Comprehensive company profile and work programme
- 15.2.1.2. The contractor to provide proof of workforce of the company (CV's with contactable references must be attached)
- 15.2.1.3. Proof of ownership (Registration documents) for both hire and self-owned must be attached. Lessor agreement in case of hired machinery must be attached.

15.3. Phase 3 - Price and Points for Specific Goals.

Evaluation in terms of Preferential Procurement Policy Framework Act, i.e Evaluation on Price and Points for Specific Goals.


MR T Z MOKHATLA
HEAD OF DEPARTMENT


DATE

TERMS OF REFERENCE

APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF SINGLE QUARTERS AT KLIPKUIL RESEARCH FARM.

1. INTRODUCTION

The Department want to appoint a qualifying contractor to submit comprehensive proposals in order to meet the required contract expectations.

2. BACKGROUND

Due to no proper housing, the Department wishes to appoint a suitably qualified and competent Service Provider who is a fully-fledged and can undertake the following tasks:

- 2.1. Construction of single quarters including drainage;
- 2.2. Water reticulation works;
- 2.3. Convert pre-paid to post-paid electricity.
- 2.4. As part of the contract deliverables, the service provider will be expected to facilitate and outsource the needed deliverables as per quantity schedule required;
 - 2.4.1. Engage with contract holder on minimum set specifications;
 - 2.4.2. Ensure functional established single quarters; and
 - 2.4.3. Keep proper records of all information relating to project.
- 2.5. Considering all overarching frameworks and arrangements above, the Department wishes to appoint a suitably qualified, experienced and Professional Service Provider who has the following competencies:
 - 2.5.1. Demonstrable project and programme management profile.
 - 2.5.2. Tried and tested project implementation methodologies.
 - 2.5.3. Qualified and experienced professionals.
 - 2.5.4. Verifiable infrastructure and tools of trade to undertake work; and
 - 2.5.5. Project funding sourcing capacity.

3. SCOPE OF WORK

As defined items in bill of quantities; the contractor is also expected to submit a work programme.

4. REQUIRED KEY PERSONNEL AND SUB CONTRACTING INFORMATION

The contractor must have the key professionals in its establishment, or else negotiate the sub-contracting thereof as follows (Clarify): -

- 4.1. Key Personnel: Education and Professional Bodies Registration
- 4.2. Construction: Attach company CV and profile
- 4.3. General building related: Attach references and contact details.
CIDB grading 4GB/4CE or Higher.
- 4.4. Civil Structural Engineer: Attach certified copies of professional registration with
ECOSA
- 4.5. Curriculum Vitae, one-page shortened versions

5. KEY COMPETENCIES

The bidder must demonstrate beyond any doubt to have appropriate and extensive skills, expertise and capacity, experience, and capacity with a good understanding of infrastructure service delivery environment in all or most of the identified service delivery areas.

The skills, expertise, capacity and agricultural infrastructure construction and project implementation understanding must be clearly demonstrated.

6. EVALUATION CRITERIA

The Department has defined minimum standards or criteria (threshold) that a bidder needs to meet to progress through the evaluation and selection process.

6.1. Phase 1: Legal and other Requirements

- 6.1.1. This entails initial screening of bid responses received at close of bid. During this phase bid responses are registered to ascertain the number of bid responses received before the closing date and time and to verify if the bidders submitted all required compliance documents as a mandatory requirement.
- 6.1.2. The mandatory compliance documents are as listed in the Invitation to bid.
Failure to comply with Phase one of the evaluation criteria will result in the disqualification of the bid.

6.2. Phase 2 – Functionality

Only bidders that have met the mandatory requirements in Phase 1 will be evaluated in Phase 2 on Evaluation Criteria.

6.2.1. The bidders' proposals will be scored according to the technical scorecard below and this evaluation will be based on the responses using the criteria i.e. Comprehensive company profile and work programme, the contractor to provide proof of workforce of the company (CV's with contactable references must be attached), Proof of ownership (Registration documents) for both hire and self-owned must be attached. Lessor agreement in case of hired machinery must be attached.

6.2.2. The threshold values set for the qualification of bid is **70 points or 70 out of 100** all the bidders who score below this score will be eliminated.

6.3 Phase 3 - Preference Points for Price and Specific Goals

7. SPECIAL CONDITIONS

7.1. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.

7.2. All prospective bidders (s) shall have to treat all available data provided by the Department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained from the Head of the Department in advance.

7.3. Successful bidders must be able to commence work within two weeks from receipt of an official purchase order.

8. LOGISTICAL ARRANGEMENTS

- 8.1. Successful service providers will be required to sign the service level agreement with the Head of the Department and site service level agreement with the site engineer before the official purchase order is handed over. Such a service provider will be expected to submit a construction program.
- 8.2. No up-front payments will be made. DARD will pay for satisfactory completion of work within 30 days of submission of the invoices.

9. TIME FRAMES

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

10. CANCELLATION

- 10.1. DARD reserves the right to cancel the contract if the service provider fails to adhere to the conditions of the contract.
- 10.2. On termination of the contract for whatever reason, the service provider shall on Demand, deliver, without the right to retention all documents and information gained in terms of this agreement.

11. CONTRACTUAL ARRANGEMENTS

A standard agreement will be drawn up detailing all contractual obligations and it will be expected of the service provider to sign such with the Department. The Department will become the owners of any intellectual property that may be a product or an outcome of these projects.

12. EVALUATION METHODOLOGY

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

12.1. Phase 1- Evaluation of Mandatory Documentations: -

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

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

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

12.2. Phase 2 – Technical / functional Requirements:

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

The bidder(s') information will be scored according to the following points System:

NO.	CIRTERIA	MAXIMUM SCORE
1. Company Profile	Comprehensive company profile and work programme	20
1.1	Company Profile- indicating organogram and capability	10
1.2	Work programme for implementation as per the scope of work = 10	10
2. Workforce	The contractor to provide proof of workforce of the company (CV's with contactable references must be attached)	60
2.1 Bricklayers, Foreman and Registered Professional Civil Structural Engineer	5 or more bricklayers= 10 points 1-4 Bricklayers= 5 points No attachment=0	10
	Foreman with experience in construction projects of similar nature with the project value of R5 000 000 and higher	10
	Foreman with more than 5 years' construction experience = 10 points	10
	Registered Professional Civil Structural Engineer- ECSA	10
2.2	The contractor to provide a list of all previous similar projects bidding undertaken in the last 5 years accompanied by a completion certificate or traceable proof of payment as proof with the following values: Above R 6 000 000 = 20 R 4 000 001-R 000 000 = 15 R1 000 000 -R4 000 000 = 10	20
3. Machinery and Vehicle	Proof of ownership (Registration documents) for both hire and self-owned must be attached. Lessor agreement in case of hired machinery must be attached.	20
3.1	TLB Proof of ownership = 10 points Proof of hiring = 5 point	10
3.2	Utility Vehicle- Minimum LDV with load capacity of 800kg Proof of ownership = 10 points Proof of hiring = 5 point	10
TOTAL POINTS	NB: Minimum Threshold: Bidders scoring less than 70 points during this stage would not be considered for the next stage of evaluation	100

NB: Shortlisted bidders may be subjected to site inspection where the information submitted will be verified.

12.3. Phase 3-Evaluation on Preferential Procurement Policy Framework Act

A preferential point system shall apply whereby a contract will be allocated to a Bidder in accordance with the Preferential Procurement Regulations 2022, and as defined in the Conditions of bid in the Bid Document.

The points for this bid are allocated as follows:

POINTS

PRICE	80
SPECIFIC GOALS	20
TOTAL POINTS	<u>100</u>

13. CONDITIONS OF CONTRACT:

- 13.1. All the materials for the project must SABS approved.
- 13.2. Relevant CIDB Grading 4 GB/4 CE or Higher.
- 13.3. Compulsory Briefing Session must be attended by all bidders

14. SINGLE QUARTERS

Project name: KLIPKUIL EXPERIMENTAL FARM
District: BOJANALA
Locality: Klipkuil Research farm

- 15. Coordinates:- S: 25 ° 01 ' 24 "**
Coordinates: - E: 26 ° 42 ' 46 "

Background/Deliberation: This is a supply, deliver and install invite. It entails construction of Single quarters at Klipkuil. Plan and quantity must be read together.

QUANTITY SCHEDULE -						
Nr	Item	Description & Comments	Unit	Quant.	Unit- Price	Price
A1	SITE ESTABLISH	Site establishment and removal- It should include site storage, office and ablution facility	Count	1		
A2	CLEARING	Clear and Grub - as specified during site briefing	Count	1		
A3	PLAN APPROVAL	The successful bidder should also provide a registered professional civil/structural engineer to check the construction plans and specifications before implementation inspect and approve the foundation and roofing of the structure.	count	1		
A4	OHS	Contractor's responsibility to provide OHS plan for the duration of the contract- Provision of PPE	count	1		
A5	SOIL POISONING	Only to be done by registered company that can issue a certificate. Payment only done on the receivable of the certificate- Refer to SANS 10400-F5	count	1		
1	CONCRETE	Pricing is inclusive of foundation excavation that must be inspected prior to pouring.	*****	*****	*****	*****
a	Foundation	Double Brick wall Foundation (600mm x 300mm) - 20 mPa - refer to plan details	m ³	42		
b	Foundation	Single - Brick wall Foundation (400mm x 250mm) - 20 mPa - refer to plan details	m ³	16		
c	Floor base	85mm thick - 20 mPa	m ³	38		
d	Floor screed	25mm on top of base - 20 mPa - steel smooth floated as final finish	m ³	12		
e	Shoulder	0.9m x 85 mm thick - 20 mPa - refer to plan details	m ³	12		
f	Gulley	Standard precast (40x30) nominal - dirty water exits	count	10		
g	"Ramps"	1.9m x 1.2m compacted ramp finished in 20mPa concrete	count	2		
h	Backfilling	Suitable G5 material in layers not thicker than 150mm and plate compacted - payment only on delivery invoices signed	m ³	126		
2	REINFORCEMENT	*****	*****	*****	*****	*****
a	Plastic-sheet	SABS 250-micron green plastic USB sheet 30m x 3m sheet	count	7		
b	REF-mesh	REF 193, 6m X 2,4m sheet	count	31		
c	Y-bars	Y12 bars for reinforcement inside the foundation	m	1600		
d	Y-bars	Y8 bars for reinforcement inside the foundation	m	1000		
e	Binding wire	2mm galvanized binding wire	sum	1		

3	*BRICK-WALL	*****	*****	*****	*****	*****
a	Double	Double brickwork shall be built in stretcher bond in class II mortar. Clay brick (222 x 106 x 73), face brick standard (FBS) outside and non-facing plastered (NFP) inside with one layer of 375-micron DPC and 75mm brick force (SABS approved) on every fourth layer.	m^2	530		
b	Single	Single brickwork shall be built in stretcher bond in class II mortar. Clay brick (222 x 106 x 73), non-facing plastered (NFP) with one layer of 375-micron DPC and 75mm brick force (SABS approved) on every fourth layer.	m^2	470		
4	BRICKFORCE	Every fourth layer	*****	*****	*****	*****
a	Single	2mm – SABS	m	900		
b	Double	2mm - SABS	m	800		

✓	DAMPROOF					
a	Single	damp proof course - SABS	m	140		
b	Double	damp proof course - SABS	m	160		
6	PLASTERING	*****	*****	*****	*****	*****
a	Plaster *	Plaster all the internal walls - Minimum 10mm thick - use suitable plaster sand	m^2	1400		
		*Functional installation - mix - smooth steeled	*****	*****		
	TILING					
a	Floor	Supply of ceramic floor tiles (450mmx450 mm) Grey, A-Grade – for flooring and skirting height of 150mm complete with grey grout, 3mm tile spacers, expansion joints, tile adhesive and edge trim. NB: tiles must be non-slippery	m^2	420		
	Wall	Ceramic wall Tiling, 450mm x 450mm white tiles, 2.5m high in the bathroom, in the kitchen tiling must be above the stove and the sink	m^2	320		
	PAINTING	*****	*****	*****	*****	*****
a	Wall	Painting wall to wall nano cream white smooth matt finish - apply universal plaster primer (Dulux Acrylic PVA or equivalent)	m^2	1400		
b	Ceiling	Apply primer and top coat to ceiling and cornices. Nano white smooth matt finish - apply universal plaster primer (Dulux Acrylic PVA or equivalent)	m^2	420		
c	Varnish	All panel doors	no	28		
d	Finishes	Paint all the window frames, door frames and fascia board gutters and down pipes with burgundy enamel.	no	sum		
		*Functional installation - mix - smooth steeled	*****	*****	*****	*****
7	*HOWE TRUSS	PROCURE TRUSSES AS A PRE FABRICATED-SHELVE ITEM FROM REGISTERED SUPPLIER (Inclusive of pressed truss plates, nail plate connector and "home/self" made will not be allowed) Nominal spacing 750mm or else as proven by design. This item is inclusive of Rafters, hip joints, valley jacks and ridge. Pitch is nominal 26 degree and not less than 15 degree. This item will only be paid once certificate or letter of good standing	count	1		
8	ROOF	NB - Contractor is responsible for accurate on-site order of sheet lengths	*****	*****	*****	*****
a	Wire	4mm galvanized binding - built in bricks to attach tie beams - 5kg roll	count	2		
b	Plate	114mm x 38mm "Wall plate" for purpose of Truss placement and leveling	m	72		
c	Cross Bracing	75mm x 50mm - Pine for purpose of wind cross bracing on trusses	m	60		
d	Truss layers	75mm x 50mm -Pine - galvanized sheets will be attached to this	m	1078		

e	Insulation	Reflective foil insulation sheeting must be placed with 150mm overlap under the battens. Enviro stuff 202 or similar. There must be no direct contact with Roof sheets.	m ²	500		
f	Sheets	Chroma deck IBR or corrugated roof sheets - 0.6mm full hard (nominal 6.7m each) - roof covering - contractor responsible for exacts as per rafter and overhang required.	count	108		
g	Coach screws	75mm hexagonal - complete with washers	count	3500		
h	Ridge	galvanized roof ridge to cover 90m but with 0.3m overlap per section	count	30		
i	Closure	allow for narrow and broad closure over length of roof	count	1		
j	Gutter	110mm chromadek gutter - functionally installed	m	120		
k	Downpipe	110mm - functionally installed	m	45		
l	Facia	Chromadek Facia - plate - 230mm - 300mm - complete functional installation	m	140		
9	CEILING	*****	*****	***** *	*****	*****
a	Branders	38mm x 38mm - ceiling attached to this	m	1232		
b	Ceiling	6mm Fibre Cement - or better	m ²	470		
c	Glass fibre	100mm glass fibre wool - insulation purposes - R value specced at 2.5 minimum - Aerolite or similar.	m ²	470		
d	Head clouts	25mm - ceiling attachment	count	1500		
e	Steel nails	25mm - comices to wall	count	300		
f	Round nails	90mm checked head - brandering attachment	count	1500		
g	Cornices	6mm gypsum - over the full length of the inner house	m	500		
h	Miscellaneous	Items to cover smooth installation e.g silicone	count	1		
10	PIPING	Kitchen and Bathroom	*****	*****		
a	Copper	20mm nominal - all water provision at ablution above ground	m	100		
b	Copper	"SABS FITTINGS" - all and price total	count	1		
c	uPVC	50mm uPVC - dirty exits and vents	m	60		
d	uPVC	110mm Upvc - wc and gulley	m	100		
e	uPVC	uPVC fittings and glue - allow and price total	count	1		
g	Insulation	sponge rubber - round with tie straps	m	100		
h	Valves	25mm - Building, geyser, and WC	count	32		
11	BATHROOM	*****	*****	***** *		

a	Cabinet	Melamine, Pine, Painted Press wood - Small wall mounted - pivot door with mirror and 2 shelves -300mm wide x 450mm high x 100mm deep (nominal sizes)	count	9		
b	Wc	low level wash-down type complete with valve and pipework - include ceramic toilet roll holder	count	9		
c	Washbasin	narrow oval shape wall mounted complete with taps, piping and plugs	count	9		
e	Heads	Shower heads - complete sets - swivel - all inclusive to be operational	count	9		
f	Tray	Shower tray square	count	9		
g	Shower	corner entry shower - chrome (885mm x 885mm)	count	9		
h	Mixer	shower mixer tap	count	9		
i	Trap	Shower P-trap - complete with elbows	count	9		
j	COC	All the plumbing works must be done by a qualified plumber with the relevant trade, trade certificates to be handed over to the site engineer before any works could commence, certificate of compliance must be handed in with completion of plumbing installation	count	1		
k	Air Brick	e.g. Plastic one installed above windows and below roof line - purpose is airflow	count	9		
12	BEDROOM	*****	*****	***** *	*****	*****
a	Cupboard – shelves	White Melamine - double sided 16mm - 500mm wide x 500mm deep x 2200mm high with 7 shelves and door closure .Hinges and handles include and edging is white melamine .Sizes is nominal nearest.	count	9		
b	Cupboard - hanging rail	White Melamine - double sided 16mm - 1000mm wide x 500mm deep x 2200mm high with 1 shelves at top inner, hanging rail below and 2 door closure. Hinges and handles include and edging is white melamine. Sizes is nominal nearest.	count	9		
c	Mirror	0.35m x 1.0m - scotch attachment	count	9		
13	KITCHEN	*****	*****	***** *	*****	*****
a	Sink	sink 750mm x 400mm x 135mm - c/w all the necessary fittings	count	9		
b	Mixer	Hot and cold-water pivot mixer - complete	count	9		
c	Cupboard – kitchen	insta cabinets, kitchen floor, 880mm x 900mm x 560mm white - c/w handles, doors (Nordic ice) and cabinet legs	count	9		
d	Cupboard – kitchen	insta cabinets, kitchen floor, 900mm x 900mm x 560mm white - c/w handles, doors (Nordic ice) and cabinet legs	count	9		
e	Cupboard – kitchen	insta cabinets, kitchen floor , 600mm x 900mm x 560mm white - c/w handles, (stove unit) and cabinet legs	count	9		

f	Cupboard – kitchen	insta cabinets, kitchen floor, 500mm x 900mm x 560mm white - c/w handles, doors (Nordic ice) and cabinet legs	count	9		
g	Cupboard – kitchen	insta cabinets, wall unit, 720mm x 900mm x 300mm white - c/w handles, doors (Nordic ice)	count	16		
h	Cupboard – kitchen	insta cabinets, wall unit, 720mm x 600mm x 300mm white - c/w handles, doors (Nordic ice)	count	9		
i	Cupboard – kitchen	granite top 3m x 0,6m x 3cm - with splash back	m	30		
j	Stove	Defy or similar 4 plate slim line solid hob with control panel, 580mm x 510mm x 90mm	count	9		
k	Oven	Defy or similar slim line glass under counter oven 595mm 594mm x 576mm	count	9		
l	Fan	Defy or similar 600mm Slim line cooker hood	count	9		
J	Geyser	150l high pressure geyser	count	9		
14	ELECTRICAL EXTERNAL	*****	*****	***** *	*****	*****
a	Power supply changeover	Application change over from the prepaid system at the farm to a bulk electrical supply. - removal of the existing prepaid meters and placement of a single meter placed at the transformer	count	sum		
b	Kiosk	IP65 electrical kiosk	count	1		
c	Wiring	50mm ² 3 core (SWA) steel amoured cable, c/w with 1,5m earth spikes and cable lugs, buried 1m below the ground - from the transformer to the kiosk	m	250		
d	Wiring	25mm ² 3 core (SWA) steel amoured cable, c/w with 1,5m earth spikes and cable lugs, buried 1m below the ground - from the kiosk to the hostels and the manager's house.	m	180		
e	Earthing	Earthing and lightning protection of the hostel - includes 50mm ² bare copper wire, 16mm 1,5m solid copper electrode, refer to the drawing for layout, roof and air termination point	count	sum		
f	Test Certificate	Earthing and lightning protection should be done according to SANS 10142-1, SANS 10292, SANS10313, test certificate should be issued by the lightning and earthing specialist.	count	sum		
g	COC	All the electrical installation must be done by a qualified electrician with the relevant trade, trade certificates to be handed over to the site engineer before any works could commence certificate of compliance must be handed in with completion of electrical installation	count	1		
15	ELECTRICAL INTERNAL	*****	*****	***** *	*****	*****
a	DB	Distribution box complete with - 63A earth leakage - 63A isolator - 20A circuit breaker x 2 - 15A circuit breaker - 63A circuit breaker x 2	count	10		
b	Lights	Turbo 2 lights R80 sport lights fitting complete with 2 x 15 LED, ES 27 globe, IP20, 231V	count	9		

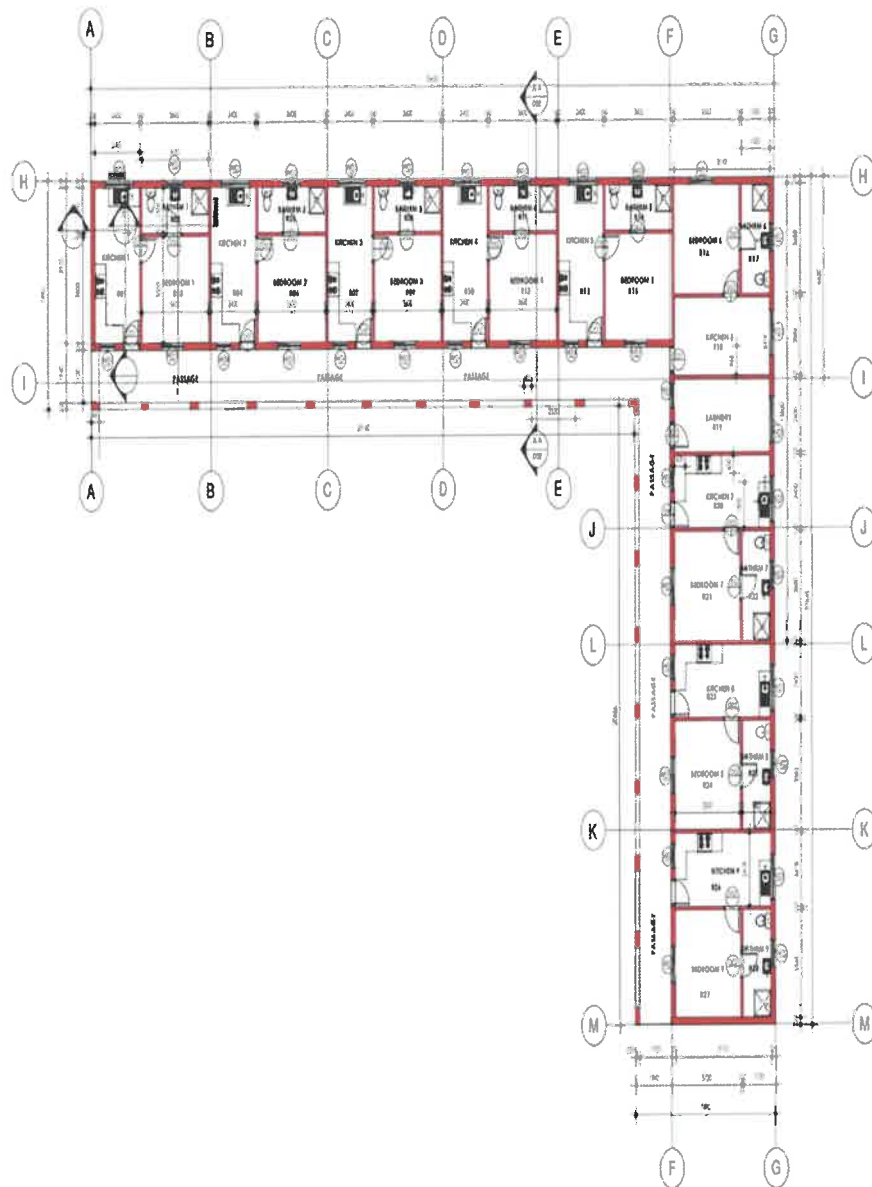
c	Lights	Round bulkhead light fitting with unbreakable polycarbonate defuser c/w 24w LED , ES27 GLOBE , IP66 , 231V,	count	53		
d	Wall boxes	Galvanized flush wall boxes 50mm x 100mm	count	28		
e	Wall boxes	galvanized flush wall boxes 100mm x 100mm	count	60		
f	Switch	Two lever switch	count	9		
g	Switch	One lever switch	count	19		
h	Isolator	60A isolator - for the stove and the geyser	count	18		
i	Socket	Double switch socket 16A	count	9		
j	Flush plates	9 boxes is additional for purpose of e.g. DSTV etc.	count	9		
k	Conduit	conduit - including all relevant fitting	count	sum		
l	Wiring	2,5mm ² 3 core stranded wire for light	m	200		
m	Wiring	4mm ² 3 core stranded wire for plugs	m	150		
n	Wiring	6mm ² 3 core stranded wire for stove and the geyser	m	200		
16	LINTELS	*****	*****	***** *	*****	*****
a	Lintels and Windowsills	All brick built - quantify and cost inclusive of support provision	Sum	1		
17	DOORS	*****	*****	***** *	*****	*****
a	Door	Type - 12 Panel - complete with hinges, locks, handles, and steel door frame 813mm x 2032 mm 0,9mm	count	10		
b	Door	Hollow core flush panel - complete with hinges, locks and handles, and steel door frame 813mm x 2032 mm 0,9mm	count	18		
18	WINDOWS	*****	*****	*****	*****	*****
a	Windows	Kitchen - NCTX7S5S- 1.511m x 0.949m - complete with glass - and 1,8m double curtain rail	count	10		
b	Windows	NCT1S- 0.533m wide x 0.949m high - complete with glass - and - 0,8m double curtain rail	count	10		
c	Windows	TD57S8 - 1.511m wide x 0.949m high - complete with bathroom glass - and 1,8m double curtain rail	count	9		
d	Windows	NCTX7S - 1.022m wide x 0.949m high - complete with bathroom glass - and 1,2m double curtain rail	count	9		
19	EFFLUENT	WC exit , 4500 Liters Septic tank and Absorption trench				
		Refer to drawing 1 ,2 and 3 on A4				
a	Pipe	110mm Upvc - drainage pipe - actual distance to be calculated and captured at site briefing	m	50		
b	Pipe	110mm uPVC - white slotted	m	7		
c	Fittings	Vent Horn Bend access heel 104° - WC	count	9		

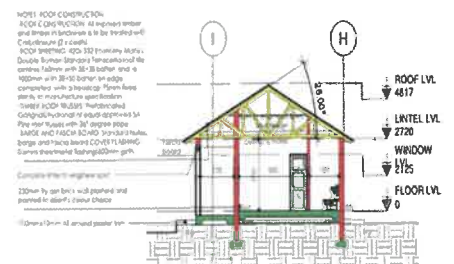
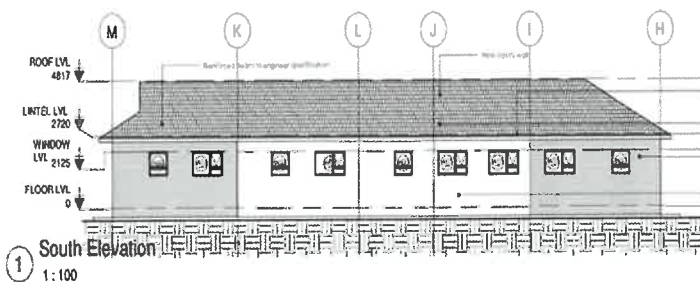
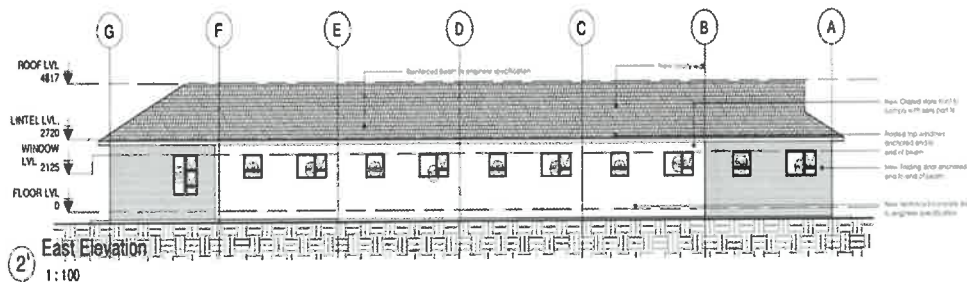
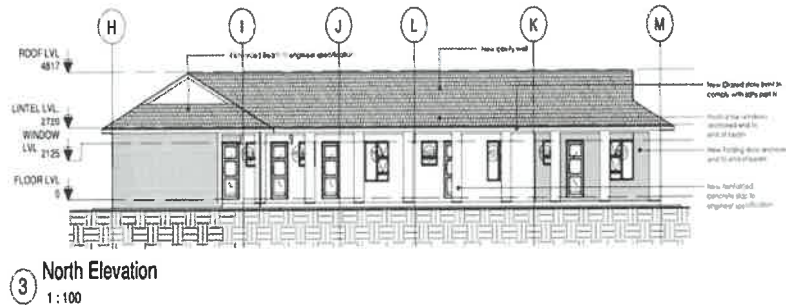
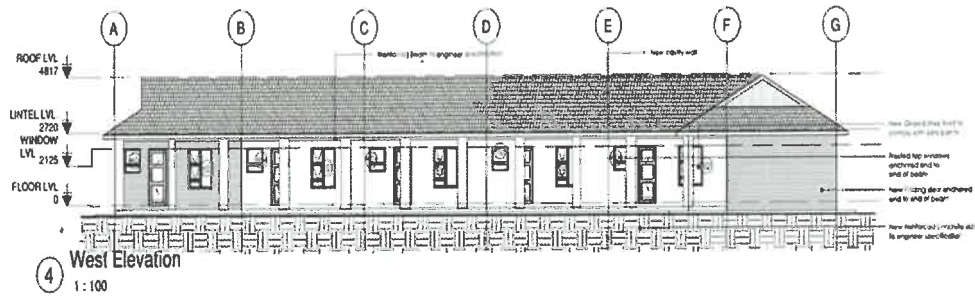
d	Fittings	Air Vent and Cowl complete - WC	count	9		
e	Elbow	95 Plain bend - uPVC elbow - toilet purpose	count	9		
f	Fittings	Junction access 45 degree - refer to plan view - WC	count	9		
g	Pipe	110mm Upvc - drainage pipe - purpose is connection between fittings (cut and built)	m	60		
h	Fittings	Junction single plain 135°	count	10		
i	Fittings	Bend plain 22.5 - refer to plan view	count	10		
j	Fittings	Square junction - refer to section AA drawing 2 of 3	count	2		
k	Fittings	Rodding eye 45° - refer to plan view	count	4		
l	Fittings	Single socket - purpose of pipe joining	count	10		
m	Glue	PVC solvent cement 500 ml - purpose of pipe joining	count	1		
n	Excavations	length at site determined (m) x 0.4m x 0.3m - pipe trench	m³			
o	Excavations	6m x 1.84m x 1.54m - septic tank	m³	17		
p	Excavations	7m x 0.75m x 1.90m - absorption trench	m³	10		
q	Concrete	5.15m x 1.54m x 0.1m - septic tank floor (mix 1:2:3)	m³	1		
r	Concrete	1.5m x 0.3m x 0.15m - septic tank precast slabs (17 slabs)	m³	2		
s	Re in forcing	10mm steel rod - re-in forcing for slabs	m	48		
t	Bricks	12.1m x 1.74m - running meter x height / 110	count	2500		
u	Plaster sand	13m x 1.74m x 0.01m - purpose of plastering	m³	0.5		
v	Sand	Build sand - purpose of bricklaying	m³	1		
w	Cement	All-purpose cement - brickwork	count	7		
x	Cement	All-purpose cement - plasterwork	count	2		
y	Filling	50mm stone or coarse gravel - refer to drawing 3 of 2	m³	8		
z	Filling	Coarse sand or fine gravel - refer to drawing 3 of 3	m³	3		
aa	Pipe	uPVC 50 - 50mm pipe - refer to plan for detail - wb and shower to gulley's	m	20		
ab	Elbow	Elbows - 110mm (refer to French drain for rest)	count	1		
19	ACCESSORIES	*****	*****	*****	*****	*****
a	Gabeline	- wood trusses & beams to be treated (external & internal)	Liters	20		
b	Bosal pipe	Cover cable at transformer and building - refer to site inspection	m	35		
20	WATER					
a		40mm HDPE class 6 pipe to reticulate water from the existing tank to the building inclusive of 500mm trench, relevent fittings and backfilling.	m	250		

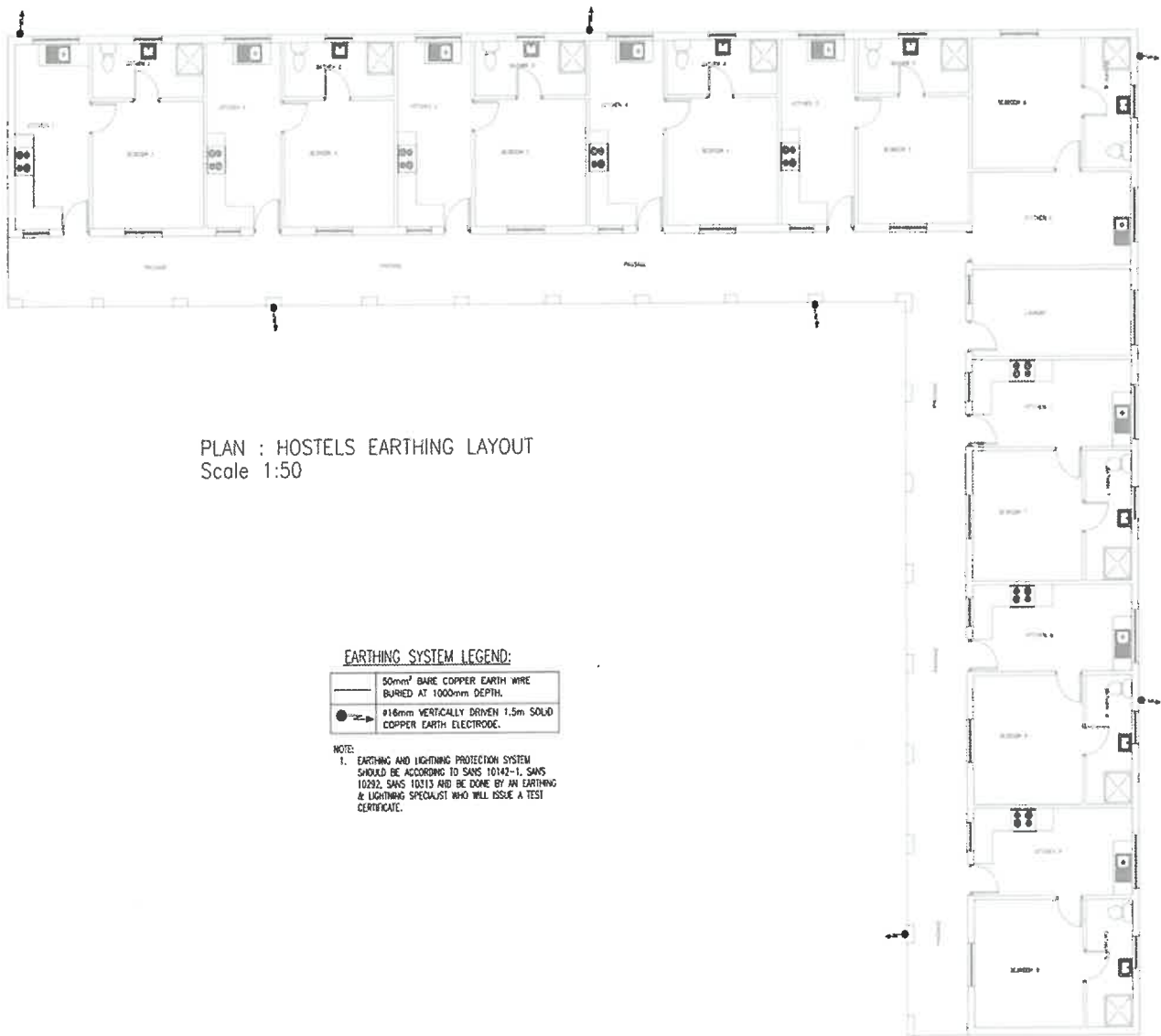
SUB-TOTAL	
10 % CONTIGENCY	
SUB-TOTAL	
15 % VAT	
GRAND TOTAL	

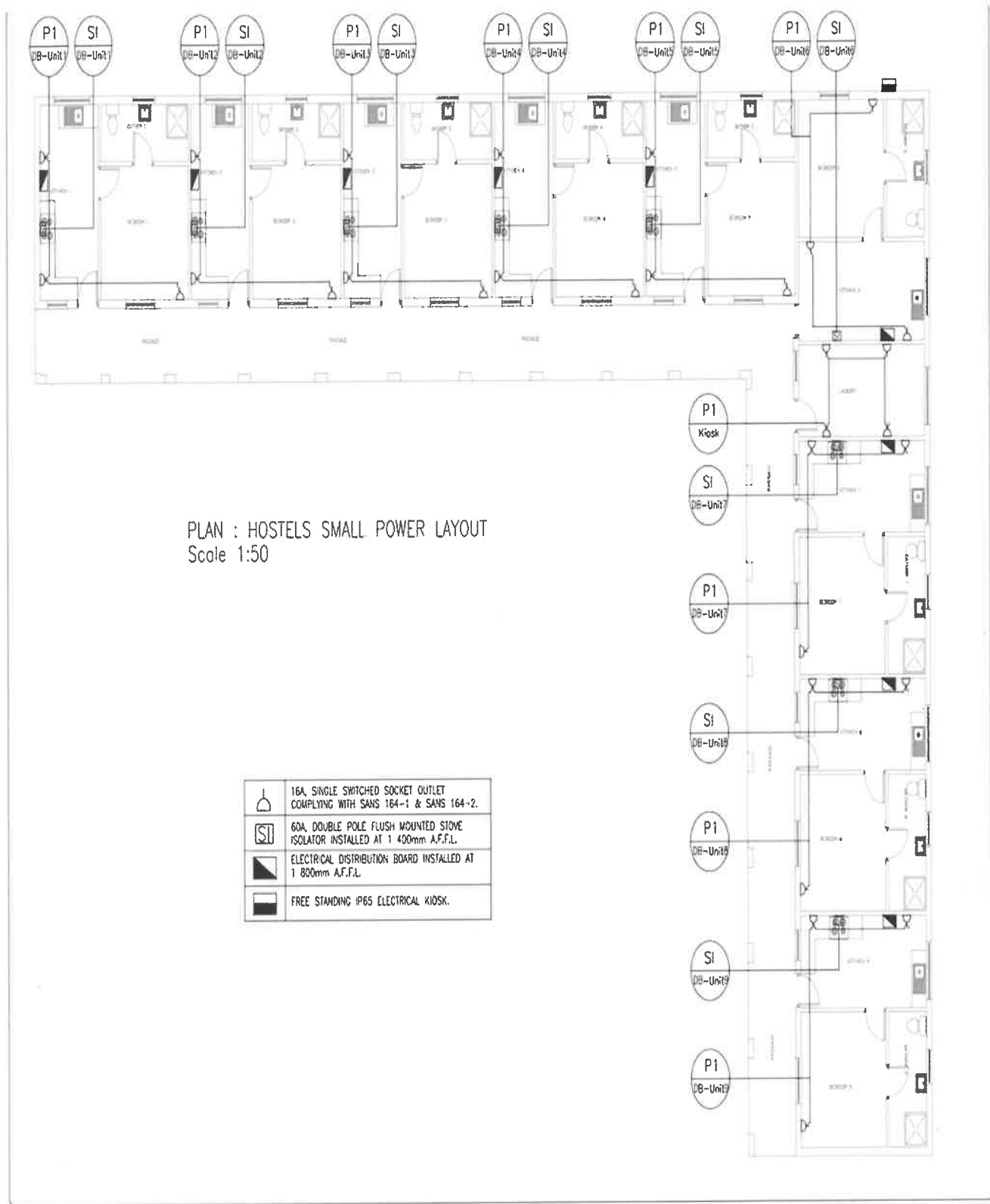
NB: All prices must be inclusive of labour, transport and all applicable taxes.

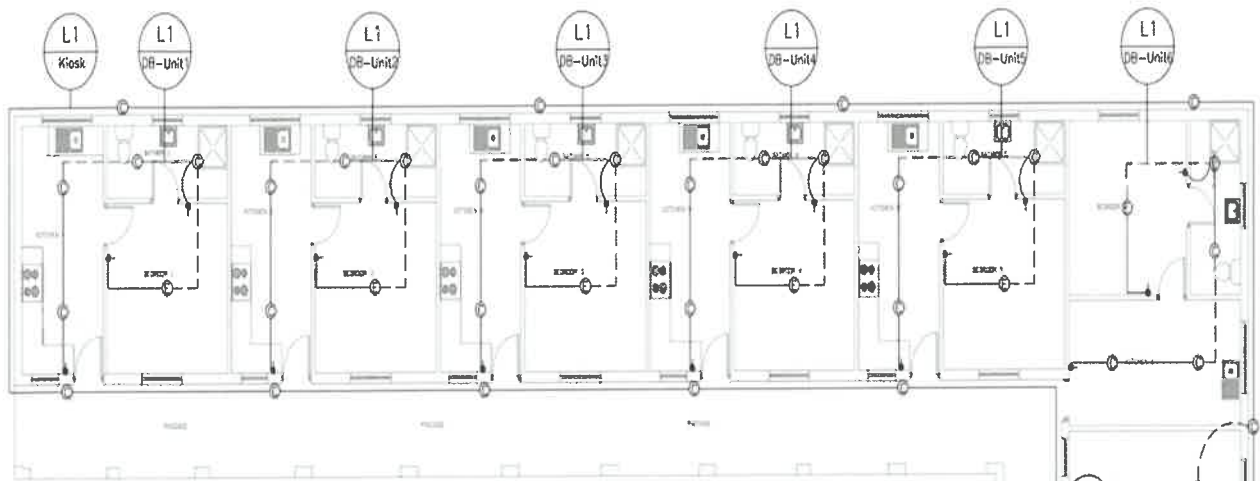
Construction period in order to complete the project (working days)			Venue:	
Compulsory site inspection	Yes	Date:		
Name of Company:				
Contact - Name and Tel.nr's				
Date:				
Full Name:		Signature:		
* This is a supply, deliver and construction. Attending the site briefing is compulsory. Water and electricity provision during construction is the responsibility of the contractor.				
Item "others" only if depicted during site briefing. Indicate "zero" if none is prescribed during site briefing.				
This is functional turn key implementation. Plan and quantity schedule must be read together.				
Only actuals will be paid.				











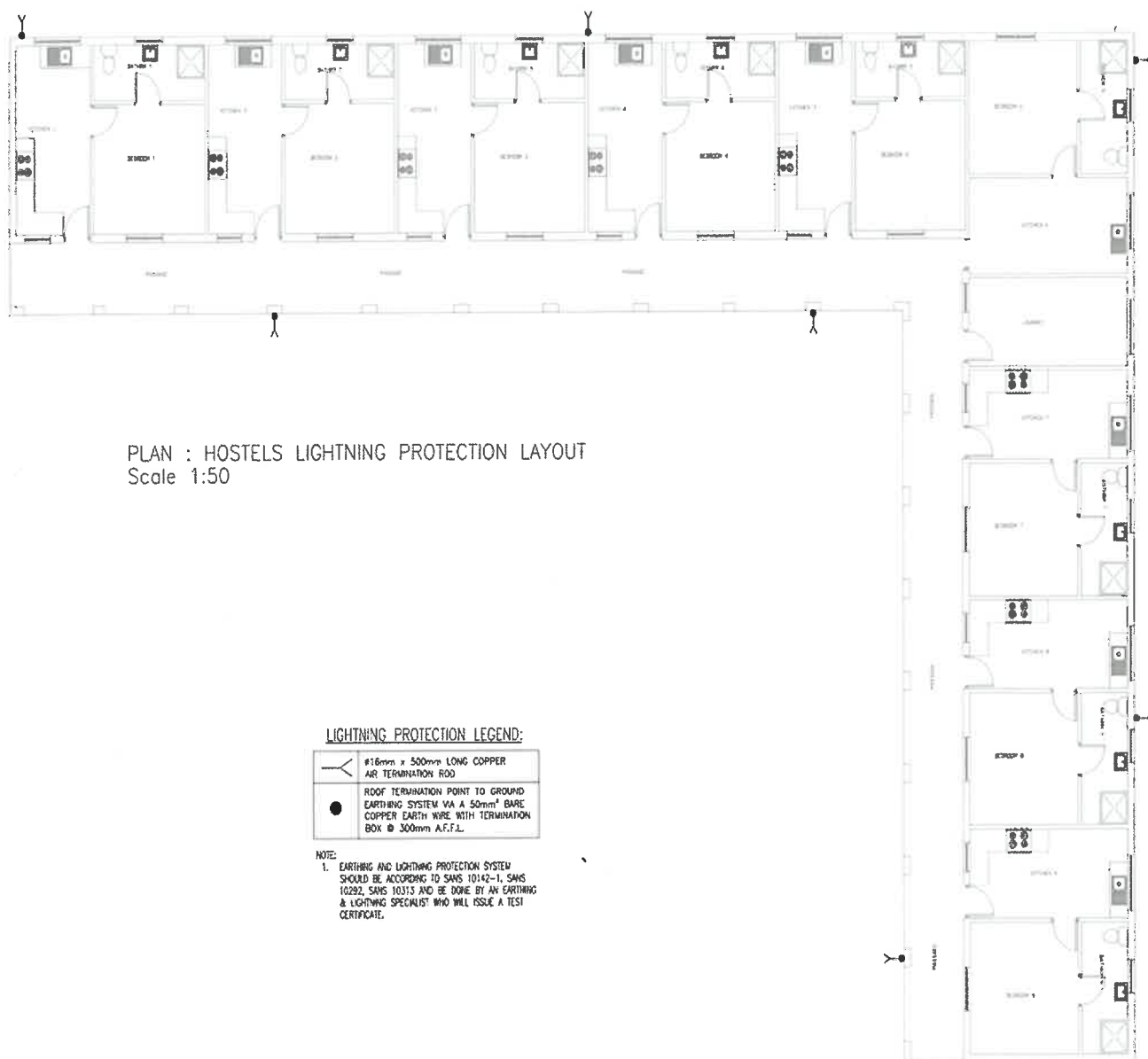
PLAN : HOSTELS LIGHTING LAYOUT
Scale 1:50

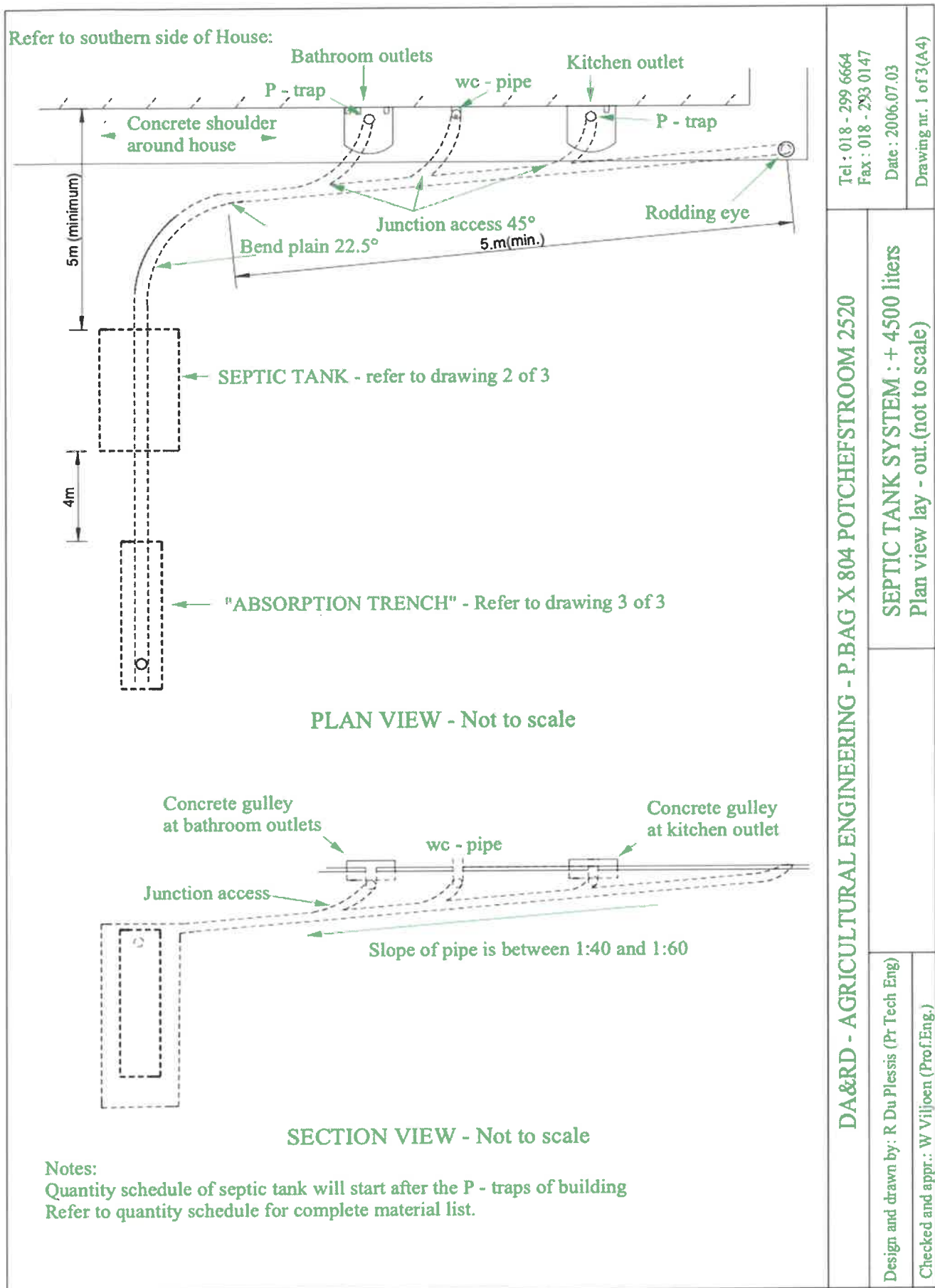
(A)	DOWNLIGHT FITTING COMPLETE WITH 24W, LED BULB, 2 594 LUMENS, IP40, 231V.
(C)	ROUND BULKHEAD LIGHT FITTING WITH UNBREAKABLE POLYCARBONATE DIFFUSER C/W 24W LED, ES 27 GLOBE, IP66, 231V.
(E)	TURBO 2LIGHT, R80 SPOTLIGHT FITTING COMPLETE WITH 2x15W LED, ES 27 GLOBE, IP20, 231V.
(F23)	1200mm LONG SURFACE MOUNTED LIGHT FITTING C/W 2x23W, LED TUBES, 2 150 LUMENS PER LAMP, IP66 AND ELECTRONIC CONTROL GEAR.
•	20A, 1LEVER 2WAY STEEL FLUSH SWITCH INSTALLED AT 1 400mm A.F.F.L TO BOTTOM OF BOX.
◐	16A, PHOTOCELL

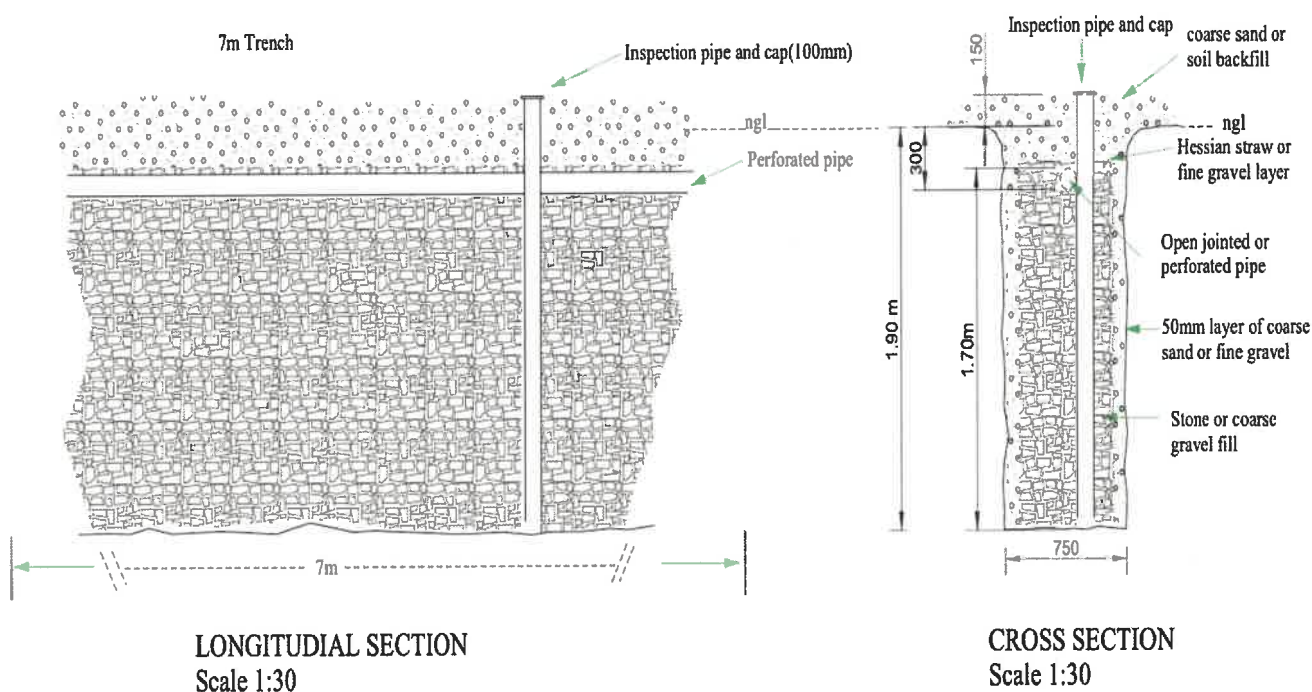
L1
DB-Unit1

L1
DB-Unit9

L1
DB-Unit9

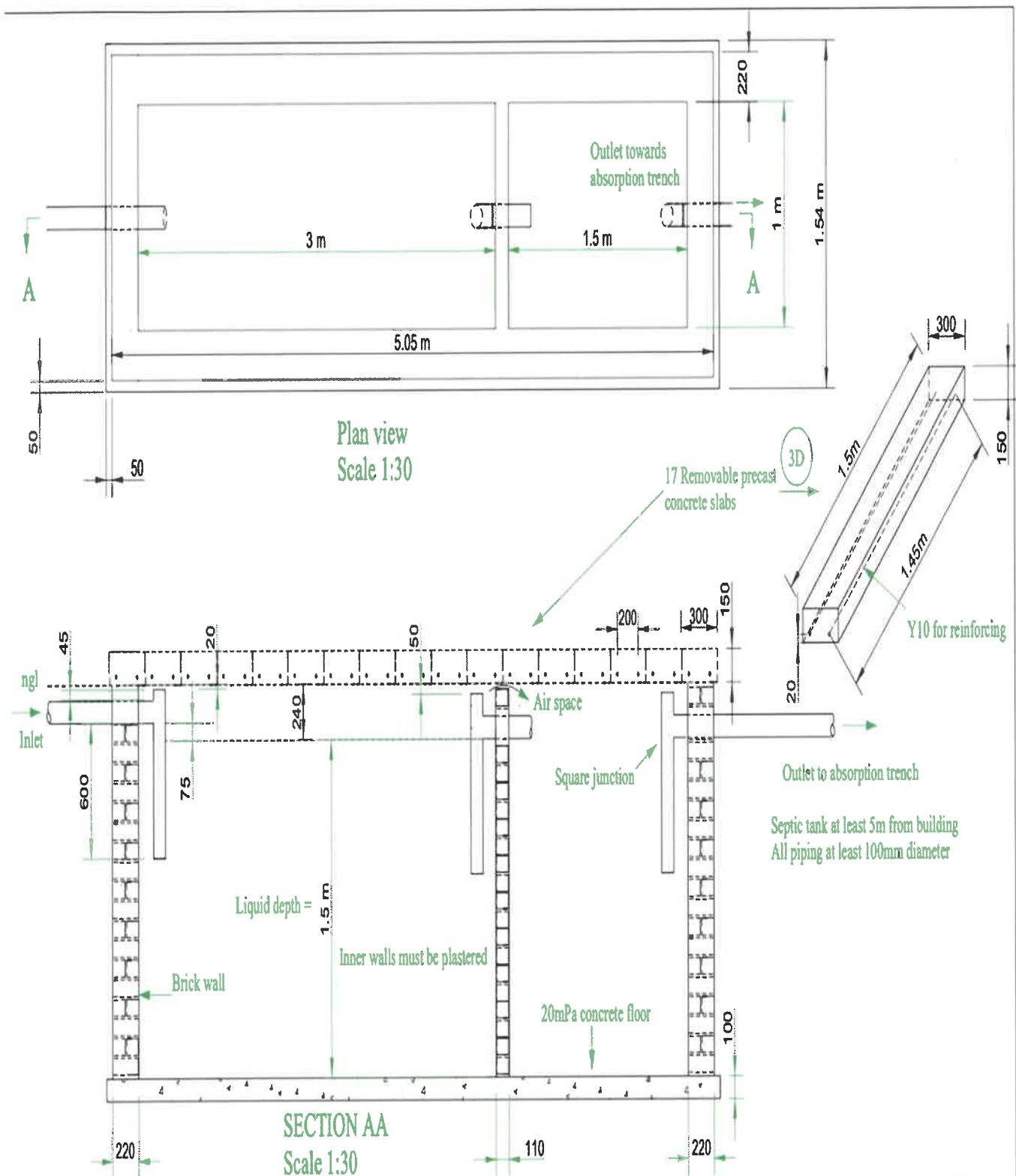






Site engineer must acquaint himself with "SEPTIC TANK SYSTEMS" - National building research institute before implementation commences.
Absorption trench must be at least 4m from Septic tank.
All piping is at least 100mm diameter

DA&RD - AGRICULTURAL ENGINEERING - P.BAG X 804 POTCHEFSTROOM 2520			Tel : 018 - 299 6669
Design and drawn by: R Du Plessis (Pr Tech Eng)	SEPTIC TANK SYSTEM : + 4500 liters "ABSORPTION TRENCH"		Fax : 018 - 293 0147
Checked and appr.: W Viljoen (Prof.Eng.)			Date : 2006.07.03
			Drawing nr. 3 of 3(A4)



DA&RD - AGRICULTURAL ENGINEERING - P.BAG X 804 POTCHEFSTROOM 2520

Design and drawn by: R Du Plessis (Pr Tech Eng)

Checked and appr.: W Viljoen (Prof.Eng.)

SEPTIC TANK SYSTEM : + 4500 liters

Tel : 018 - 299 6664

Fax : 018 - 293 0147

Date : 2006.07.03

Drawing nr. 2 of 3(A4)

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	13 DARD 09/2024	CLOSING DATE:	30 SEPT 2024	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF SINGLE QUARTERS AT KLIPKUIL RESEARCH FARM.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
Department of Agriculture and Rural Development					
Agricentre Building					
Corner Dr. James Moroka and Stadium Road					
Mmabatho					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR LS MOTHIBI		CONTACT PERSON	MS A DIKOLOMELA	
TELEPHONE NUMBER	018 384 3114		TELEPHONE NUMBER	018 384 3123	
FACSIMILE NUMBER	N/A		FACSIMILE NUMBER	N/A	
E-MAIL ADDRESS	smothibi@nwpg.gov.za		E-MAIL ADDRESS	adikolomela@nwpg.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT ☐ Yes ☐ No		
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS			
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? ☐			
YES ☐ NO			
DOES THE ENTITY HAVE A BRANCH IN THE RSA? ☐			
YES ☐ NO			
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? ☐ YES ☐			
NO			
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? ☐ YES ☐			
NO			
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐			
YES ☐ NO			
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.			

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.**

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 CSIR TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
- 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE

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

SIGNATURE OF BIDDER:.....

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

DATE:

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

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

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

2.3.1 If so, furnish particulars:

.....

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

3 DECLARATION

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

3.1 I have read, and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements, or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

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

CORRECT.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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.

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
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:

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = 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 or 90 points is allocated for price on the following basis:

80/20 or 90/10

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = 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 or 90/10 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 or 90/10 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 (90/10 system) (To be completed by the tenderer)	Number of Points claimed (80/20 system) (To be completed by the tenderer))
Black Women Owned Enterprise	-	10	-	
Black Youth Owned Enterprise	-	6	-	
Disable Persons Owned Enterprise	-	4	-	

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;
 - (a) 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 –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:

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THE NATIONAL TREASURY
Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

The purpose of this document is to:

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

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

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

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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.
6. 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) A bank guarantee or an irrevocable letter of credit issued by a reputable bank
 - (b) located
 - (c) in the purchaser's country or abroad, acceptable to the purchaser, in the form
 - (d) provided in the bidding documents or another form acceptable to the purchaser; or
 - (e) (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) the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; b) if the Supplier fails to perform any other obligation(s) under the contract; or

- c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if

and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

- 25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

**26. Termination
for
insolvency**

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

**27. Settlement of
Disputes**

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

**28. Limitation of
liability**

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

**29. Governing
language**

- 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

**30. Applicable
law**

- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.