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Ref: 7/1/2/5

INVITATION TO BID

13 DARD 032/2019: APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE THE DEPARTMENT WITH PROJECT MANAGEMENT SERVICES FOR THE AGRICULTURAL PROJECTS AND PROGRAMMES IN THE FOUR (4) DISTRICTS IN NORTH WEST PROVINCE FOR A PERIOD OF TWO (2) YEARS

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

1. The conditions contained in the General Conditions of Contract (GCC), and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
2. The work procedure, the bidder proposes to follow in order 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. Terms of reference
 - 3.2. SBD 1- Invitation to Bid Form
 - 3.3. SBD 3.3 – Pricing Schedule
 - 3.4. SBD 4 - Declaration of Interest
 - 3.5. SBD 6.1 - Preferential Points
 - 3.6. SBD 8 – Declaration of Bidder's past Supply Chain Practices
 - 3.7. SBD 9 – Certificate of independent determination
 - 3.8. 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 Agri-Center, opposite Convention Centre, Cnr. James Moroka and Stadium Road, Mmabatho before the closing date and time as follows:

Bid Number: 13 DARD 32/2019
Closing Date: 20 February 2020
Closing Time: 11h00

5. Closing Time

The closing time for submission of Bid Offers is: **20/02/2020 at 11h00 at** AgriCentre Building, Corner Dr James Moroka and Stadium Road, Mmabatho.

6. Access

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

7. No Telephonic, telegraphic, telex, facsimile, electronic or e-mailed bids will be considered.
8. A non-refundable fee of **R100.00** (Cash) is payable for this document. This fee must be paid at Office E135, First Floor, Agri-Centre Building, Cnr Stadium and James Moroka Dr, Mmabatho.
9. The non-refundable fee does not apply to service providers who can download tender from the E Portal website www.etenders.gov.za/content/advertised-tenders or Departmental Website www.nwpg.gov.za/Agriculture under Tenders
10. 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.**

11. Enquiries

Technical Enquiries	Mr. R. Du Plessis	018 299 6500 Rduplessis@nwpg.gov.za
General SCM Enquiries	Mr. S. Mothibi	Tel: 018 389-5053 SMothibi@nwpg.gov.za

12. BID REQUIREMENTS

- a) Late bids will not be considered. Please note that bids are late if they are received at the address given in the bid document after the bid closing date and time. The bidding box shall be locked at exactly 11:00. The closing time will be accordance with Telkom Time (1026)

- b) Bids will be valid for a period of 90 days.
- c) All bid prices must be quotes in South African Currency and must be VAT inclusive.
- d) All the relevant forms attached to this bid document must be completed in full and signed in ink where applicable by a duly authorised official.
- e) The successful bidder will be required to sign a written contract form (SBD 7).
- f) The official forms as per paragraph 3 above and the bid terms of reference / specification must not be retyped. To ensure authenticity of the documents bidders must complete forms manually.

13. LEGAL REQUIREMENTS

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

- A copy of the company central supplier database (CSD) registration report. The tax status of the company must be tax compliant.
- Original Valid Tax Clearance Certificate or Letter from SARS that stipulates that Tax matters are in order / Form with SARS Pin.
- Certified copy of Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates must be issued by the following:
 - Bidders other than EME's and QSEs: Verification agencies accredited by SANAS or
 - Bidders who qualify as EMEs and QSEs: Sworn affidavits signed by EME or QSE representative and attested by a Commissioner of Oaths.
- For joint venture to be considered and points allocated accordingly, the following documents are required:
 - Agreement between the parties of the joint venture
 - Consolidated Broad-Based Black Economic Empowerment (BBBEE) Status Level Certificates.
 - Both parties must be registered on the Central Supplier Database with a tax compliance status
- General Conditions of the contract (Please initial each page)
- Bidding Company must submit Valid and certified copy of proof of registration with CESA

- Personnel must submit proof of registration with ECSA and /or professional body.

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

14. EVALUATION CRITERIA AND PROCESSES TO BE USED:

NWDARD has defined minimum standards or criteria (Threshold) that a bidder needs to meet in order to progress through the evaluation and selection process. The process consists of the following three phases:

14.1. Phase 1: Pre-Qualification - Evaluation on Legal requirements:

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 mandatory requirements listed in 13.1. above.

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

Reasons for disqualification

14.1.1. The Department reserves the right to disqualify any bidder which does any one or more of the following:

- 14.1.1.1. Bidders who are not successfully registered on CSD (whose registration on CSD failed on the closing date and time of the bid);
- 14.1.1.2. Bidders who submitted incomplete information and documentation according to the requirements of this RFB;
- 14.1.1.3. Bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, BEE credentials, experience, etc.;
- 14.1.1.4. Bidders who received information not available to other bidders through fraudulent means;

- 14.1.1.5. bidders who do not comply with mandatory / minimum requirements as stipulated in this RFB;
- 14.1.1.6. Bidders who made false declarations on the Standard Bidding Documents, or misrepresent facts; and/or
- 14.1.1.7. Bidders who are listed on the National Treasury's Database of restricted suppliers
- 14.1.1.8. Bidders who are employed by the State.

14.2. The Evaluation Procedures will be as follows:

- 14.2.1.1. Determine and test each tender offer for responsiveness in accordance with the conditions of tender and tender data. All tenders submitted will first be pre-screened for compliance with the document submission requirements as detailed in Tender Documentation.
- 14.2.1.2. Check responsive tenders for arithmetical errors, omissions and discrepancies in accordance with the conditions of tender and tender data.
- 14.2.1.3. Obtain clarification from a tenderer in accordance with the conditions of tender and tender data.
- 14.2.1.4. Evaluate responsive tenders in accordance with the conditions of tender and tender data.

14.3. **Phase 2 – Functionality (Total Quality)**

- 14.3.1. Only bidders that have met the Pre-Qualification Criteria in Phase 1 will be evaluated in Phase 2 on Evaluation Criteria.
- 14.3.2. The bidders' proposals will be scored according to the technical scorecard below and this evaluation will be based on the responses using the criteria i.e. Understanding of the bid, understanding of the brief, Proposal, experience of resources (key personnel) to be utilized, company track record and experience of the company as well as presence in the province.
- 14.3.3. The following must also be attached to enable the evaluation committee to evaluate your bid on technical capabilities (Phase 2):
 - 14.3.3.1. A Comprehensive Organizational Profile

- 14.3.3.2. Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach contracts, invoices, purchase order numbers or reference letters from previous contracts.
- 14.3.3.3. Details proof of previous Experience in Agricultural Engineering related tasks;
- 14.3.3.4. Detailed CV's of the following personnel:
- 14.3.3.4.1. Programme Manager x1
 - 14.3.3.4.2. Project Engineer x4
 - 14.3.3.4.3. Pr Civil Engineer
 - 14.3.3.4.4. Electrical Engineer
 - 14.3.3.4.5. Mechanical Engineer
 - 14.3.3.4.6. Quantity Surveyor
 - 14.3.3.4.7. Architect
 - 14.3.3.4.8. Environmental Management Practitioner
 - 14.3.3.4.9. Agricultural Technicians x 8
 - 14.3.3.4.10. Occupational Health and Safety Practitioner
 - 14.3.3.4.11. Draughtsmen
- 14.3.3.5. The bidder must have an existing operational office in the North West Province. The bidder must provide of an existing and valid lease agreement, title deed or statement of business account from Local Municipality or official letterhead confirming the business operational office address. This office will be inspected by the NWDARD.

14.3.4. The threshold values set for the qualification of bid is 80/100 (80%) for weight and all the bidders who score below this score will be eliminated.

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

No.	Criteria	Maximum Score
1	Understanding of the brief	10
	1.1. Understanding the scope of work	5
	1.2. Understanding of the agricultural sector	5

No.	Criteria			Maximum Score
2	Technical Proposal with Methodology and Work Programme			10
	2.1 Approach and methodology must also present a comprehensive concept and viability, organogram and available capacity (infrastructure etc.) of Tenderer to deliver the project			5
	2.2 Work programme for implementation as per the scope of work			5
3	Key Personnel			50
	3.1 Programme Manager x1 [An Agricultural Engineer will be an added advantage]	NQF Level 7 with > 10-years' experience, of which agricultural engineering is an added advantage	5	5
		NQF Level 6 with 5-10 years' experience, of which agricultural engineering is an added advantage	3	
		No submission	0	
	3.2 Project Engineer x4 [An Agricultural Engineer will be an added advantage]	NQF Level 7 with > 10-years' experience, of which agricultural engineering is an added advantage	5	5
		NQF Level 6 with 5-10 years' experience, of which agricultural engineering is an added advantage	3	
		No submission	0	
	3.3 Pr Civil Engineer	NQF Level 7 with > 10-years' experience	5	5
		NQF Level 6 with 5-10 years' experience	3	
		No submission	0	
	3.4 Electrical Engineer	NQF Level 7 with > 10-years' experience	5	5
		NQF Level 6 with 5-10 years' experience	3	
		No submission	0	
	3.5 Mechanical Engineer	NQF Level 7 with > 10-years' experience	5	5
		NQF Level 6 with 5-10 years' experience	3	
		No submission	0	

No.	Criteria			Maximum Score
	3.6 Quantity Surveyor	NQF Level 7 with > 10-years' experience	5	5
		NQF Level 6 with 5-10 years' experience	3	
		No submission	0	
	3.7 Architect	NQF Level 7 with > 10-years' experience	5	5
		NQF Level 6 with 5-10 years' experience	3	
		No submission	0	
	3.8 Environmental Management Practitioner	NQF Level 6 with 5 years' experience	5	5
		NQF Level 5 with 3 years' experience	3	
		No submission	0	
	3.9 Agricultural Technicians	NQF Level 6 with 5 years' experience in agricultural engineering	5	5
		NQF Level 5 with 3 years' experience in agricultural engineering	3	
		No submission	0	
	3.10 Occupational Health and Safety Practitioner	NQF Level 6 with 5 years' experience	5	5
		NQF Level 5 with 3 years' experience	3	
		No submission	0	
4	Company track record and traceable references (with valid contact details for verification) demonstrating experience in providing Project Management Unit/Professional Resource Team services at one or more spheres of Government Spheres (Local, Provincial or National)			20
	4.1 More than five (5) completed similar projects in the past 10 years. Bidders must submit a letter of appointment or proof/certificate of work completion			20
	4.2 Three (3) completed similar projects in the past 10 years.			10

No.	Criteria	Maximum Score
	Bidders must submit a letter of appointment or proof/certificate of work completion	
	4.3 Less than three (3) completed similar projects in the past 10 years. Bidders must submit a letter of appointment or proof/certificate of work completion	5
	4.4 Non-submission	0
5	Local Presence	10
	5.1 NW-based Service Provider with presence in any of Districts in the Province	10
	5.2 Contractor located outside NW	0
	Maximum score for Functionality (Total Quality Score)	100

14.4. Phase 3 - Preference Point System

14.4.1. In terms of regulation 6 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point system in terms of which points are awarded to bidders on the basis of:

- The bid price (maximum 80 points)
- B-BBEE status level of contributor (maximum 20 points)

14.4.2. The following formula will be used to calculate the points for price:

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

Where

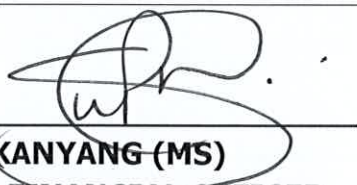
P_s = Points scored for comparative price of bid under consideration

P_t = Comparative price of bid under consideration

P_{\min} = Comparative price of lowest acceptable bid

14.4.3. A maximum of 20 points may be allocated to a bidder for attaining their 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-compliant contributor	0



S. KOIKANYANG (MS)
CHIEF FINANCIAL OFFICER

DATE: 2020/01/22

ANNEXURE A

Employer / Client	Nature of Work	Value of Work (Incl. VAT)	Start and completion date (Month and year)
			Duration
			Start:
			Completion:
			Duration:
			Start:
			Completion:
			Duration:
			Start:
			Completion:
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PRT SPECIFICATION

APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE THE DEPARTMENT WITH PROJECT MANAGEMENT SERVICES FOR THE AGRICULTURAL PROJECTS AND PROGRAMMES IN THE FOUR (4) DISTRICTS IN NORTH WEST PROVINCE FOR A PERIOD OF TWO (2) YEARS

1. PURPOSE OF THE REQUEST FOR PROPOSAL

- 1.1. The North West Department of Agriculture and Rural Development ("the Department") intends to appoint a Service Provider as a Professional Resource Team (PRT) to assist by setting up infrastructure, deploying requisite professionals and skilled personnel to implement the rural, environmental and agricultural development programmes of the Province. Amongst its key areas of responsibility is the project management capacity for purposes of performing contract management on appointed Contractors.
- 1.2. The Department hereby invites the qualifying Professional Resource Team to submit comprehensive proposals responsive to the terms of reference for consideration as the professional resource team for a duration of twenty four (24) months.
- 1.3. This Request for Proposal therefore details and incorporates, as far as possible, the tasks and responsibility of the potential Service Provider, required by the Department for implementation.

2 BACKGROUND

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

15. PROBLEM STATEMENT

- 15.1. The Department does not have in-house capacity to implement agriculture infrastructure projects and provide advisory support to beneficiaries in the Province in order to meet its strategic objectives. The Departmental capacity does however, needs to be completed by technical support from a Professional Resource Team who have extensive knowledge in agricultural infrastructure and related projects both in advisory and infrastructural development support arena. In light of the above, the Department wishes to appoint a suitably qualified and competent Service Provider who is a fully-fledged Professional Resource Team, that has the ability to undertake the following tasks:
- a. Programme and Project Management Services;
 - b. Agricultural Engineering Services;
 - c. Civil and Structural Engineering Services;
 - d. Mechanical & Electrical Engineering Services;
 - e. Architectural Services;
 - f. Quantity Surveying Services;
 - g. Land Surveying Services;
 - h. Health and Safety Services.
 - i. Environmental Management Services;
 - j. Water Use Licensing Applications Services;
 - k. Technical support to Bid Committees on agricultural infrastructural projects;
- 15.2. Furthermore, the Service provider will be expected to assist, amongst other functions normally required in projects of this nature, to provide the following functions:
- a. Support the Department in the programme management of agri-parks and projects in support of agri-parks across the North West Province;
 - b. Advise the Department on matters relating to planning and environmental approvals, water use license applications, wastewater management, land development applications in terms of the Spatial Planning and Land Use Management Act, 16 of 2013;
 - c. Designs, specifications for tender documentation and contracting;
 - d. Construction management and supervision;
 - e. Provide professional advice and make presentations where required;
 - f. Keep proper records of all information relating to projects;

- 15.3. The (Professional Resource Team) PRT should also be responsive to the ambitions of District Development Model launched by President Cyril Ramaphosa recently, of which once the Cabinet-approved District Development Model is fully implemented, it will accommodate South Africa's 44 municipal Districts and 8 Metropolitan Municipalities. In accordance with the Government Documents, the "District Development Model aims to accelerate, align and integrate service delivery under a single development plan per district or metro that is developed jointly by national, provincial and local government as well as business, labour and community in each district. Each district plan ensures that national priorities such as economic growth and employment; improvements to living conditions; the fight against crime and corruption and better education outcomes are attended to in the locality concerned. This development approach ensures that planning and spending across the three spheres of government is integrated and aligned and that each district or metro plan is developed with the interests and input of communities taken into account upfront".
- 15.4. In light of all of the above overarching frameworks and arrangements, the Department wishes to appoint a suitably qualified, experienced and Professional Service Provider who has the following competencies:
- 15.4.1. Demonstrable project and programme management profile;
 - 15.4.2. Tried and tested project management methodologies;
 - 15.4.3. Functional and web-based project and knowledge management system;
 - 15.4.4. Qualified and experienced professionals;
 - 15.4.5. Verifiable infrastructure and tools of trade to undertake work;
 - 15.4.6. Project funding sourcing capacity.
- 15.5. It is envisaged that the agricultural projects and programmes to be supported by the PRT will be those projects that require planning, designs and construction supervision.
- 15.6. The PRT is envisaged to create a professionalised approach to projects within the department and build project management capacity, which shall go beyond the term of the PRT.

16. SCOPE OF WORK

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

- 16.1.1. Board Notice 138 of 2015, Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Professional Act (commencement date 1 January 2016);
- 16.1.2. South African Council for the Project and Construction Management Professions has, under Section 34(2) of the Project and Construction Management Profession Act. 2000 (Act No. 48 of 2001 determined the guideline scope of services and tariff of fees in the Schedule.
- 16.2. The scope of work and fees will be revised according to notices issued by the Engineering Council of South Africa (ECSA) and South African Council for the Project and Construction Management (SACPCMP), as amended.
- 16.3. The Professional Resource Team shall perform the following standard services under the following stages:
- 16.3.1. Planning, Studies, Investigations and Assessments:* These typical services relate to carrying out studies and investigations as well as the preparation and submission of reports embodying preliminary proposals or initial feasibility studies and will normally be remunerated on a time and cost basis.
- 16.3.2. Normal Services:*
- The services listed below are applicable to projects where the nature, form and function of the project has been defined through previous investigations and reports and the engineering services are required to take the project through to successful completion of construction.
- 16.3.2.1. Stage 1 – Inception:* Defined as to establish client requirements and preferences, refine user needs and options, appointment of necessary consultants, establish the project brief including project objectives, priorities, constraints, assumptions aspirations and strategies.
- 16.3.2.2. Stage 2 – Concept and Viability (also termed Preliminary Design).* Defined as to prepare and finalise the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project.
- 16.3.2.3. Stage 3 – Design Development (also termed Detail Design).* Defined as to develop the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project.

16.3.2.4. *Stage 4 – Documentation and Specifications:* Defined as to prepare specifications and construction documentation, advice on the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project.

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

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

16.3.3. The Additional Services should be costed separately as and when required by the Department in accordance to the ECSA Guidelines.

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

17. KEY PRT DELIVERABLES

- 17.1. PRT Implementation Plan outlining PRT approach in delivering the terms of reference, the Plan shall be compiled by the PRT and approved by the Department annually;
- 17.2. PRT Weekly Reports reporting on weekly statistics and performance on each project, which shall be compiled by the PRT and approved by the Department;
- 17.3. PRT Monthly Reports reporting on monthly performance of all projects and programmes support by PRT, which shall be compiled by the PRT and approved by the Department on monthly basis;
- 17.4. PRT Skills Transfer Proposal advising the Department on the skills development plan and appropriate skills interventions to enhance the skills profile of the identified relevant officials during the duration of the contract;
- 17.5. PRT Close Out Reports reporting on all completed projects and handover over to beneficiaries.

- 17.6. Feasibility Studies Reports on all projects requiring pre planning and planning processes;
- 17.7. Preliminary and Detailed Designs, Drawings, Cost Estimations, Bill of Quantities (BoQ) and project specifications.
- 17.8. Provide services of Draughtsmen throughout the province to ensure quality drawings.

18. REQUIRED KEY PERSONNEL

- 18.1. The Professional Resource Team should have the following key professionals in its establishment, which are required in terms of the scope of works:

Key Personnel	Education and Professional Bodies Registration	Years of Experience
Programme Manager	<ul style="list-style-type: none"> NQF Level 7 and above in Agricultural Engineering Engineering Council of South Africa (ECSA) Registration South African Institute of Agricultural Engineers (SAIAE) Registration, will be an added advantage	5-10 (five to ten) years relevant and verifiable experience in agricultural engineering
4 x Project Managers [1 per District]	<ul style="list-style-type: none"> B Eng/BSc Eng (NQF Level 7), of which Agricultural Engineering would be an added advantage; Engineering Council of South Africa (ECSA) Registration South African Institute of Agricultural Engineers (SAIAE) Registration, will be an added advantage	5-10 (five to ten) years relevant and verifiable experience in agricultural engineering
Pr Civil Engineer	<ul style="list-style-type: none"> B Eng/BSc (NQF Level 7) and above in Civil Engineering Engineering Council of South Africa (ECSA) Registration 	5-10 (five to ten) years relevant and verifiable experience
Electrical Engineer	<ul style="list-style-type: none"> B Eng/BSc (NQF Level 7) and above in Electrical or Civil Engineering Engineering Council of South Africa 	5-10 (five to ten) years relevant and verifiable

Key Personnel	Education and Professional Bodies Registration	Years of Experience
	(ECSA) Registration	experience
Mechanical Engineer	<ul style="list-style-type: none"> • B Eng/BSc (NQF Level 7) and above in Mechanical or Civil Engineering • Engineering Council of South Africa (ECSA) Registration 	5-10 (five to ten) years relevant and verifiable experience
Architect	<ul style="list-style-type: none"> • Bachelor of Architectural Studies (NQF Level 7) • South African Council for the Architectural Profession (SACAP) 	5-10 (five to ten) years relevant and verifiable experience
Quantity Surveyor	<ul style="list-style-type: none"> • BSc (NQF Level 7) and above in Quantity Surveying • South African Council for the Quantity Surveying Profession (SACQSP) Registration 	5-10 (five to ten) years relevant and verifiable experience
Environmental Management Practitioner	<ul style="list-style-type: none"> • National Diploma or Advanced Diploma (NQF Level 6) and above in Environmental Management • South African Council for Natural Scientific Professions (SACNASP) 	5-10 (five to ten) years relevant and verifiable experience
Health and Safety Officer	<ul style="list-style-type: none"> • Certificate / Diploma (NQF Level 6) and above in Safety Management or Health & Safety • South African Council for the Project and Construction Management Professions (SACPCMP) 	3-5 (three to five) years relevant and verifiable experience
8 x Agricultural	<ul style="list-style-type: none"> • Diplomas (NQF Level 6) and above in Agriculture or Agricultural 	3-5 (three to five) years relevant and

Key Personnel	Education and Professional Bodies Registration	Years of Experience
Technicians [2 per District]	Engineering <ul style="list-style-type: none"> African Institute of Agricultural Engineers (SAIAE), will be an added advantage 	verifiable experience in agricultural engineering
Project Administrators [1 per District]	Diploma or equivalent (NQF Level 6) in Administration and or Management Sciences	3-5 (three to five) years relevant and verifiable experience
Draughtsman	Matric and certificate in CAD programme	3-5 (three to five) years relevant and verifiable experience

19. KEY COMPETENCIES

- 19.1. The bidder must demonstrate beyond any doubt to have appropriate and extensive administrative skills, expertise and capacity, engineering experience and capacity with a good understanding of infrastructure service delivery environment in all or most of the identified service delivery areas.
- 19.2. The skills, expertise, related infrastructure engineering experience, capacity and agricultural infrastructure construction and project implementation understanding must be clearly demonstrated.
- 19.3. The Professional Resource Team must possess the following competencies:
- 19.3.1. The Key Professionals must be registered with professional bodies such as Engineering Council of South Africa (ECSA), South African Institute of Agricultural Engineers (SAIAE), South African Council for the Project and Construction Management Professions (SACPCMP), South African Council for the Quantity Surveying Profession (SACQSP) Registration and South African Council for Natural Scientific Professions (SACNASP). The registration certificates must be submitted.
- 19.3.2. Extensive programme and project management experience and skills within public sector environment (national, provincial and municipal).

- 19.3.3. Experience in engineering design and construction supervision of various infrastructure projects.
- 19.3.4. Experience in conducting feasibility and viability studies of various infrastructure projects.
- 19.3.5. Excellent understanding of the relevant regulatory processes applicable to built environment sector.
- 19.3.6. Extensive experience in working with the Construction Industry Development Board (CIDB) including working knowledge of the CIDB system, experience in preparing documents and sourcing construction-related Service Providers through the CIDB system.
- 19.3.7. Submission of proof of sufficient professional indemnity insurance.
- 19.4. The detailed CV's and certified copies of qualifications of professionals must be submitted.
- 19.5. Bidders are required to demonstrate their ability to undertake the work and provide proof of experience, personnel, equipment/tools of trade and financial ability to undertake work of this nature.

20. ELIGIBILITY CRITERIA

- 20.1. Only those Bidders who satisfy the following eligibility criteria and who provide the required evidence in their tender submissions are eligible to submit tenders and have their tenders evaluated:

- 20.1.1. The Bidder:

- 20.1.1.1. Is registered in terms of the Companies Act, 2008 (Act 71 of 2008) or Close Corporation Act, 1984, (Act No. 69 of 1984) or, if a partnership, has in place a partnership agreement that enables the partnership to continue to function in the event of a death or withdrawal of one of the partners;
- 20.1.1.2. The Bidder or any of its directors is not listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;
- 20.1.1.3. The Bidder has not:
 - a. abused the supply chain management system; or
 - b. failed to perform on any previous contract and has been given a written notice to this effect

- 20.1.1.4. Has a minimum B-BBEE Level 1 status in terms of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017.
 - 20.1.1.5. Is an EME or QSE with a valid Affidavit.
 - 20.1.1.6. Has a Principal Engineer who is a Professionally Registered Engineer with the Engineering Council of South Africa (ECSA) in terms of the Engineering Profession Act (EPA), 46 of 2000 as a mandatory requirement.
 - 20.1.1.7. Has achieved a desired threshold score of 80 out of 100 points for the quality criteria specified. Tender offers that fail to score the minimum number of points shall be rejected.
 - 20.1.1.8. Has submitted detailed CV's of Key Personnel outlining experience, certified copies of qualifications and certified registration certificates with relevant professional bodies.
- 20.2. No alternative proposals will be accepted.
- 20.3. The onus rests with the Bidder to supply sufficient information to allow for the proper scoring, evaluation and award of points.
- 20.4. The work conducted under the supervision of the PRT must be compliant with the applicable legislation, and regulations and other regulatory documents such as, Joint Building Contract Committee (JBCC), General Conditions of Contract (GCC), and FIDIC, as well as Construction Industry Development Board, Professional-and Ethical Conduct and Standards.
- 20.5. Any or all information made available to the Service Provider by the DARD shall be regarded as confidential and shall not be made available to third parties without the prior written consent.

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT (DARD)

BID NUMBER: 13 READ 032/2019

DESCRIPTION: APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE THE DEPARTMENT WITH PROJECT MANAGEMENT SERVICES FOR AGRICULTURAL PROJECTS AND PROGRAMMES IN THE FOUR (4) DISTRICTS IN NORTH WEST PROVINCE FOR A PERIOD OF TWO (2) YEARS

The successful bidder will be required to fill in and sign a written Contract Form (SBD 7).

BID DOCUMENTS MAY BE DELIVERED AT:

**SUPPLY CHAIN MANAGEMENT OFFICE,
DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT
AGRI-CENTRE BUILDING,
MMABATHO**

Bidders should ensure that bids are delivered **timeously** to the correct address. If the bid is late, it will not be accepted for consideration.

The bid box is generally open 24 hours a day, 7 days a week.

ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS – (NOT TO BE RE-TYPED)
THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT
AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2011, THE GENERAL
CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS
OF CONTRACT

THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO MAY RESULT IN YOUR BID BEING DISQUALIFIED)

NAME OF BIDDER

POSTAL ADDRESS

STREET ADDRESS

TELEPHONE NUMBER

CODE.....NUMBER.....

CELL PHONE NUMBER

FACSIMILE NUMBER CODE

.....NUMBER.....

VAT REGISTRATION NUMBER

HAS A TAX CLEARANCE CERTIFICATE BEEN SUBMITTED (SBD 2)?

YES/NO

HAS A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE BEEN SUBMITTED? (SBD 6.1)
YES or NO

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

1. AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)
..... ☐
2. A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS);
OR ☐
3. A REGISTERED AUDITOR ☐

[TICK APPLICABLE BOX]

(A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE 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 OFFERED BY YOU?

YES/NO

(IF YES ENCLOSE PROOF)

SIGNATURE OF BIDDER

.....

DATE.....

CAPACITY UNDER WHICH THIS BID IS SIGNED

TOTAL NUMBER OF ITEMS OFFERED

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

Department: Department of Agriculture and Rural Development

Contact Person: Mr. S. Mothibi

Tel: 018 389-5053

Fax: 018 389-5994

E-mail address: smothibi@nwpg.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

Contact Person: Mr Rickus du Plessis

Tel: 018 299 6500

E-mail address: rduplessis@nwpg.gov.za

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **13 DARD 32/2019** CLOSING TIME **11:00**

ON **20 February 2020**

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

No.	Position	Rate per Hour	Total Hours/ Week (R)	Professional Fees over 24 months	Financial Service	Offer per
1.	Programme Manager [An Agricultural Engineer will be an added advantage]		40			
2.	Project Engineer [An Agricultural Engineer will be an added advantage]		40			
3.	Pr Civil Engineer		40			
4.	Mechanical Engineer		40			
5.	Electrical Engineer		40			
6.	Quantity Surveyor		40			
7.	Agricultural Technicians		40			

No.	Position	Rate per Hour	Total Hours/ Week (R)	Professional Fees over 24 months	Financial Offer per Service
8.	Environmental Management Practitioner		40		
9.	Project Administrators		40		
10.	Health and Safety Officer		40		
11.	Draughtsman		40		
			SUB-TOTAL		
			VAT@ 15%		
			TOTAL		

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.
 - 1.1 Full Name of bidder or his or her representative:
.....
 - 2.2 Identity Number:
.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder²):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
 - 2.5 Tax Reference Number:
.....
 - 2.6 VAT Registration Number:
.....
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / Persal numbers must be indicated in paragraph 3 below.
 - 2.7 Are you or any person connected with the bidder presently employed by the state? YES / NO
 - 2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member:
.....

Name of state institution at which you or the person connected to the bidder is employed :
.....

Position occupied in the state institution:
.....

Any other particulars:

.....

¹“State” means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

²“Shareholder” means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? YES / NO

2.7.2.1 If yes, did you attached proof of such authority to the bid document? YES / NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.

2.7.2.2 If no, furnish reasons for non-submission of such proof:

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

2.8 Did you or your spouse, or any of the company’s directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? YES / NO

2.8.1 If so, furnish particulars:

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

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? YES / NO

2.9.1. If so, furnish particulars.

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

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between any other bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? YES/NO

2.10.1. If so, furnish particulars.

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

2.11 Do you or any of the directors / trustees / shareholders / members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES/NO**

2.11.1 If so, furnish particulars:

.....

FULL DETAILS OF DIRECTORS/ TRUSTEES/ MEMBERS/ SHAREHOLDERS.

FULL NAME	IDENTITY NUMBER	PERSONAL TAX REFERENCE NUMBER	STATE EMPLOYEE NUMBER/PERSAL NUMBER

3. DECLARATION

I, THE UNDERSIGNED (NAME).....
 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 IN TERMS OF
 PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE
 TO BE FALSE.

.....
SIGNATURE **DATE**

.....
POSITION **NAME OF BIDDER**

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 80/20 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 not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 Preference point system shall be applicable; or
 b) Either the 80/20 or 80/20 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	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
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 Bidder 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:
- B-BBEE Status level certificate issued by an authorized body or person;
 - A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 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 80/20 PREFERENCE POINT SYSTEMS

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

80/20 or 80/20

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

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 (80/20 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,2018:

Designated Group: An EME or QSE which is at last 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

COMPANY CLASSIFICATION

- ☐ Manufacturer
☐ Supplier
☐ Professional service provider
☐ Other service providers, e.g. transporter, etc.
[TICK APPLICABLE BOX]

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

8.7 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

SIGNATURE(S) OF BIDDERS(S)

DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the audi alteram partem rule was applied).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p>Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, THE UNDERSIGNED (FULL NAME).....
CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS
TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE
TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

CERTIFICATE OF INDEPENDENT BID DETERMINATION

- 1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

³ 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.

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. 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 consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. 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.
10. 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.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

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

GENERAL CONDITIONS OF CONTRACT

1. Definitions

1. The following terms shall be interpreted as indicated:
- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignee's 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 markets its goods on its 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	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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</p>

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	<p>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</p>
25. Force Majeure	<p>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.</p> <p>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.</p>
26. Termination for insolvency	<p>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.</p>
27. Settlement of Disputes	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>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.</p> <p>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</p>
28. Limitation of liability	

(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.

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| 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 | <p>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.</p> <p>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.</p> |
| 32. Taxes and duties | <p>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.</p> <p>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.</p> <p>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.</p> |
| 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 | <p>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).</p> <p>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.</p> <p>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.</p> |