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INVITATION TO BID

13 DARD 15/2024: INSTALLATION OF CENTRE PIVOT SYSTEM AND IRRIGATION RELATED DEVELOPMENTS FOR 25HA (PUMP HOUSE & RESERVOIR), MADISAKWANE PROJECT AT DR KENNETH KAUNDA DISTRICT

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. SBD 1- Invitation to Bid Form
 - 3.2. SBD 4- Declaration of Interest
 - 3.3. SBD 6.1—Preferential Points
 - 3.4. Terms of reference
 - 3.5. General conditions of contract (GCC)

4. All the documents accompanying this invitation to bid must be completed in detail, be sealed in an envelope and be deposited in the bid box before the closing date and time as follows:

Location of bid box: Department of Agriculture and Rural Development AgriCentre Building

Physical address: Cnr. Dr James Moroka Drive and Stadium Road, Mmabatho, 2735

Identification details: Installation of Centre Pivot System and Irrigation related developments for 25HA (Pump & Reservoir) at Madisakwane Project at Dr Kenneth Kaunda District.

Closing date and time:

The closing date and time for submission of bid offers is: **04 DECEMBER 2024 at 11H00.**

Briefing Session:

Compulsory Briefing Session will be conducted at the site on the 20 NOVEMBER 2024 AT MADISAKWANE PROJECT IN DR KENNETH KAUNDA DISTRICT

The coordinates are S: 27° 12' 08" E: 26° 15' 07"

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

6. 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.

7. For more information, please contact the following:

Department : Department of Agriculture and Rural Development

Contact Person: Mr. S. Mothibi - 018 384- 3114: Email: smothibi@nwpg.gov.za

Contact Person: Mr Rickus Du Plessis – 018 299 6500 Rduplessis@nwpg.gov.za

8. 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.
- b) Bids will be valid for a period of 90 days after closing.
- c) All the relevant forms attached to this bid document must be completed and signed in ink where applicable by a duly authorised official.

9. REQUIRED DOCUMENTATION

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

9.1. SARS Tax Pin

9.2. In case of Joint Venture, a valid SARS Tax Pin of all partners should be submitted and a joint venture agreement must be attached.

9.3. A valid CIDB **5SH/5CE or higher** grading certificate

10. EVALUATION METHODOLOGY:

The Evaluation Processes will entail the following phases:

Phase 1- Evaluation on Legal requirements as stated in 9 above.

Phase 2- Technical/ functional Requirements and bidders who obtain 70% or more will proceed to the next evaluation phase

Phase 3- Price and specific goals Points

Phase 4 - Presentations

Evaluation in terms of Preferential Procurement Policy Framework Act, i.e Evaluation on BBBEE points and Price


MR T Z MOKHATLA


DATE

HEAD OF DEPARTMENT

TERMS OF REFERENCE

1. INTRODUCTION

The Agricultural Sector Strategy of 2001 refers to a number of reforms that have reshaped the sector over the last ten years and recommends strategic interventions for achieving the vision of a united and prosperous agricultural sector. The Comprehensive Agricultural Support Programme (CASP) is a vehicle in the realization of the set vision.

The program intends to bring about agrarian reform by supporting previously disadvantaged farmers to can farm at the commercial scale of farming. The mandate of the Branch of Agriculture is to ensure that there is agricultural growth and development in the province with the focus on improving agricultural productivity, technical empowerment, poverty alleviation, income generation, and job creation throughout the agricultural sector. Subsequently development programs which include amongst others CASP have been put in place as catalysts in the realization of the set objectives.

The Agricultural Producer Support and Development Chief Directorate is in the process of implementing this action-oriented program (CASP) throughout the province. The program aims to provide agricultural support services to farmers through district services, to ensure that there is sustainable management of agricultural resources, sustainable agricultural development and meaningful contribution to the economy of the North West Province.

It is against this background that the Department of Agriculture and Rural Development (DARD), through its Agricultural Producer Support and Development (APSD) seeks to appoint competent and suitably qualified service provider to install Centre pivot system and irrigation related developments for 25ha (pump house and reservoir) at Madisakwane Farm JB Marks, Dr KK District.

The project was established in 2009 by Mr Madisakwane, after receiving the farm the Department of Agriculture, Land Reform and Rural Development a (DALRRD) through the PLAS programme. The farm has 985 ha in total extend of which 160 ha is arable land and the rest is natural veld. The Project, Madisakwane Agriculture farming is located on Mogenzon farm portion 9 IQ remainder of portion 10 and 16 in the jurisdiction of JB Marks Local Municipality under Dr. Kenneth Kaunda District Municipality, in the North West Province. It is approximately 40 km East of Ventersdorp town.

The farm has water rights that allow him to irrigate on a 120ha of irrigated crops and drinking water for 200 cattle from 6 boreholes.

2. PURPOSE OF THIS RFB

This Request for Bids (RFB) documents details the scope of work with regard to the installation of centre pivot system and irrigation related developments for 25ha (pump & reservoir), Dr Kenneth Kaunda District. The RFB incorporates, as far as possible, the tasks and responsibilities of the potential service provider, required by the North West Department of Agriculture and Rural Development (DARD) in terms of constructing the structures.

DARD has a detailed evaluation methodology premised on Treasury Regulation 16A3 promulgated under section 76 of the Public Finance Management Act 1999 (Act, No. 1 of 1999), the Preferential Procurement Policy Framework Act 2000 (Act No.5 of 2000) and the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).

The purpose of this Request for Bids (RFB) is to invite interested and qualified service providers to submit competitive bids installation of centre pivot system and irrigation related developments for 25ha(pump& reservoir at Madisakwane project, Dr Kenneth Kaunda District.

3. APPOINTMENT TERMS

- 3.1 The successful service provider will be appointed once-off for the duration of the project as shall be outlined in the Service Level Agreement (SLA).
- 3.2 Once bids have been received, evaluated and adjudicated upon, only the successful bidder will be approached so as to enter into a formal agreement with the Department.
- 3.3 **It is a requirement that the successful bidder employ unskilled labour from local communities.**

4. LOCATION OF THE PROJECT

The site for installation of centre pivot system and irrigation related developments for 25ha (pump& reservoir is situated in JB Marks Municipality under Dr Kenneth Kaunda District. Location of the site is as follows:

- Site situated at: **Morgonzon Farm, JB Marks, Ventersdorp.**
- Co-ordinates: S: 27° 12'08" E: 26° 15' 07"

5. PROJECT DESCRIPTION

The project work execution is to be prepared and implemented in four phases as described below:

- i. **Regulatory** (obtaining of water, electricity authorisation etc)
- ii. **Site establishment;**
- iii. **Supply of all materials and equipment;**
- iv. **Construction of the facility.**
 - Excavations, foundations and concrete work
 - Brick works
 - Roofing and plastering where indicated
 - Water reticulation/Plumbing work
 - Installation of the specified equipment
 - Electrical installation

This contract covers **all 4 phases**.

6. SCOPE OF WORK

The following are the detailed scope of works for the project.

Details of these works are specified in ***Project Technical Specifications***.

This contract entails the regulatory, site clearance, supply of all building materials and equipment, the construction and installation of facilities included under Section 18 (project technical specifications).

6.1 Preparatory

6.1.1 **Regulatory:** verification of all municipal by-laws and authorization before construction.

6.2 Implementation

6.2.1 **Site establishment;**

6.2.2 **Earthworks for site drainage:** cut off drains, etc;

6.2.3 **Earthworks buildings:** finalise cut and fill of building platforms and drainage trenches. Including all necessary soil compaction.

6.2.4 Supply and delivery of all **building materials and equipment** to site;

6.2.5 **Construction of all sub/super structure:** foundations, foundation brickwork, roofing, plastering, drainage channels etc to specifications;

6.2.6 **Connection** of the project with existing water and electricity utilities;

6.2.7 Supply of all materials for installation of all **water and electrical reticulation;** and

6.2.8 Installation of **finishes** to the structure and related areas as specified.

7. SPECIAL CONDITIONS

- 7.1. Where an entity forms a joint venture or a consortium with (an) other entities(y), the parties to this agreement must express in the bid proposal what aspect of the scope of work each party would be adding value to and what percentage each party will receive in terms of the proceeds flowing from any assignment.
- 7.2. All prospective bidders (s) shall have to treat all available data provided by the Department in the process as strictly confidential and not for any form of distribution or use unless an express written approval is obtained from the Head of the Department in advance.
- 7.3. Successful bidders must be in a position to establish site within one (1) week and actual work to start within two (2) weeks from receipt of an official order.
- 7.4. The service provider who meets the minimum requirements in terms of the evaluation will be considered for appointment.

8. LOGISTICAL ARRANGEMENTS

- 8.1. The prospective bidders will be expected to complete SBD documents when submitting bids. The quotation or bid will include the details of the assignment and will be evaluated in terms of Preferential Procurement Policy Framework Act 05 of 2000 and Regulations of 2022.
- 8.2. Once appointed, an order number will be issued to the service provider which must be used in all future financial related correspondence.
- 8.3. No up-front payments will be made. DARD will pay for satisfactory completion of work within 30 days of submission of the invoice.

9. TIME FRAMES

The successful bidder will be expected to establish site within one (1) week of appointment. If there is a delay, reasons should be provided and agreed upon by both parties. The timeframe for the completion of different activities will be specified in the SLA and must be strictly adhered to. Delivery schedule must be submitted together with the quotations.

10. CANCELLATION

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

11. CONTRACTUAL ARRANGEMENTS

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

12. EVALUATION METHODOLOGY

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

- a. Mandatory Requirements (Phase 1) – Evaluation on mandatory requirements
- b. Technical Evaluation Criteria (Phase 2) – Bidder(s) must attain a minimum of **70 out of 100 points** to be in the list of approved service providers. This might include physical visits.
- c. Preference Points (Phase 3) – Price and Specific goals
- d. Presentation by bidders (Phase 4) – The first three bidders on preference points will be invited to do a presentation on their designs.

12.1. Phase 1- Evaluation on Mandatory Requirements:

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

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

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

- SARS Pin.
- In case of Joint Venture, an original Valid Tax Clearance Certificate of all partners should be submitted and a joint venture agreement must be attached
- CIDB Grade Certificate **5SH/ 5CE or higher**

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

12.2. Phase 2 – Technical / functional Requirements:

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

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

NO.	CIRTERIA	MAXIMUM SCORE
1. Experience on similar job and Proven Track Record	<ul style="list-style-type: none"> Proof of experience and expertise in the Field and proven track records. To this effect, Bidders are required to attach completion certificates from previous contracts. 	80
1.1	A Comprehensive Organizational Profile (Maximum three Pages) <ul style="list-style-type: none"> Submitted = 20 None Submission = 0 	20
1.2 Value of Projects	The contractor to provide a list of all previous similar projects bidding undertaken in the last 5 years accompanied by a completion certificate/s signed by Project Manager as proof with the following values:	30
	Above R 5 000 000 = 30	
	R 3 000 001-R5 000 000 = 20	
	R1 000 000 – R3 000 000 = 10	
1.3 Number of Projects	Previous Track Record of similar work done by the contractor in the last five years : (Proof of completion certificates must be attached)	30
	1 completion certificate = 10	
	2-3 completion certificates = 20	
	More than 3 completion certificates = 30	
2.Project Implementation Plan	Delivery Schedule - Construction programme must be submitted together with the quotations indicating that the works will be completed within 90 days (each and every site should have its own team). <ul style="list-style-type: none"> Delivery within the stipulated period submitted = 20 Delivery not within the stipulated period submitted = 10 No submission = 0 	20
TOTAL POINTS	NB: Minimum Threshold: Bidders scoring less than 70 points during this stage would not be considered for the next stage of evaluation	100

12.3. **Phase 3 – Price and specific goals**

12.4. **Phase 4 – Presentations**

13. DEPARTMENTAL RIGHT

The Department reserves the right to award the bid in its entirety to one successful bidder or to award individual units or structures to various bidders.

14. DURATION OF THE CONTRACT

The successful bidder/s will enter into a once off contract with the department clearly stipulating terms and conditions of the agreement. The required deliverables will be communicated and agreed upon with the bidder. The contracted bidder/s will be legally bound to deliver within the set duration of the contract.

15. Enquiries

Technical Enquiries: Mr Rickus Du Plessis – Rduplessis@nwpg.gov.za

Project Leader Enquiries: Mr Molefi Mapogoshe – MMapogoshe@nwpg.gov.za

16. PROJECT TECHNICAL SPECIFICATIONS

IMPORTANT:

The Contractor should consult the Engineer for advice in case the Drawings or Bill of Quantities were to contradict in any way any of the specifications listed below.

1) PRELIMINARIES AND GENERAL

The Contractor is to note that all insurances (UIF, workman's compensation, works, public liability etc.); site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works until these conditions are complied with.

2) PROJECT SPECIFICATIONS

PS2.1 Details of Contract

- ◆ Supply and delivery to site of all materials and equipment required for the work.
- ◆ Construction/Installation of all **sub and super structure**, foundations, brickwork, etc.
- ◆ Bulk water supply (connection with mains/pressure line and connections to buildings).
- ◆ Connection and installation of all the electrical works.

PS2.2 Preliminaries and General

The Contractor is to note that all site and equipment safety; site establishment and security; services (water and electricity); testing of materials and any specialist services are for the Contractors responsibility and attention throughout the contract duration until handover of the project. The Department reserves the right to stop progress of the works until these conditions are complied with.

PS2.3 Earthworks and Site Preparations

Normal regulations regarding safety, municipal by-laws, contamination of water sources, erosion, siltation etc. will still apply. All installations and construction work must be according to the following SABS:

- Site preparations & establishment: SABS 1200 AA (4);
 - Setting out of works: SABS 1200 AA (5.1.1);
 - Permissible deviations: SABS 1200 GA (6.4) Degree of accuracy II for all bases;
 - Restricted Excavations: SABS 1200 AA (5);
 - SABS 1200 DA (5.1; 5.2.2);
 - SABS 1200 LB: Bedding (Pipes);
 - SABS 1200 GA: Concrete small works; and
 - SABS 1200 DA (Earthworks: small works).
 - SANS Standards, ie SANS10400 ect.
-
- ◆ The site must be cleared and stripped of all plant materials, roots and topsoil prior to site levelling.
 - ◆ The site is to be levelled prior to any construction. This includes excavation of in situ material to provide a level platform and well-compacted sub base for the structure.
 - ◆ Material excavated and suitable for backfilling will be placed in even, thin layers and compacted with thickness applicable to the compaction method/machinery used.
 - ◆ Compaction of the site shall take place at optimum moisture content (OMC) to a maximum dry density of at least 95% of Mod. AASHTO. The platform is to be **inspected** prior to the pouring of any concrete.

PS2.4 Materials and Construction

All materials must conform to SABS specifications for the products. This includes all items such as bricks, brick reinforcement, damp proofing, plumbing and drainage etc. All construction works must conform to the applicable standard specifications and installation requirements as per the latest National Building Regulation and building standards (NBRBSA) requirements and manufacturer’s recommendations.

PS2.5 Standard Concrete Mixes

All concrete work purpose shall be ready mix, and concrete strength test certificates to be provided. For situation where the contractor shall not be able get a ready mix, the following prescribed mix shall be used; however a mechanical concrete mixer shall be used and the contractor shall provide all concrete strength test certificate. 250 micron “consol plastic USB green” to be placed before casting concrete on the slab

			Proportion of Constituents
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Concrete Class	Estimated Minimum Compressive Strength in MPA at 28 Days	Maximum Nominal Size of Coarse Aggregate in mm	Cement (Parts) ¹	Fine Aggregate (Parts)	Coarse Aggregate (Parts)
A	10	37,5	1 (= 2 bags)	4	5
B	15	19,0	1 (= 2 bags)	3	4
C	20	19,0	1 (= 2 bags)	2½	3½
D	25	19,0	1 (= 2 bags)	2	3
E	30	19,0	1 (= 2 bags)	2	2½

PS2.6 Finishes to In-Situ Concrete

The structure is to have **Class U1 Ordinary Finish**, Immediately after placing, the concrete shall be finished rough by screeding with the edge of a wooden board of straight and true line and working between guides set accurately to level. No mortar shall be added and noticeable surface irregularities caused by the displacement of coarse aggregate shall be made good by rescreening after removing or tamping down the offending aggregate.

PS2.7 Foundations

- ◆ All foundations are to be on suitable, well compacted material (to extend through any fill material where applicable and well compacted to minimum 95% Mod AASHTO). **The foundation trenches are to be inspected prior to the pouring of any concrete.**
- ◆ Final foundation levels 200mm above NGL and to correspond to the floor slab level.

PS2.8 Floor Slabs

The soil layer under the floor slab is to be well and uniformly compacted. Backfilling & soil compaction to be according to SABS 1200 DA (3.2; 5.2.3.2). The floor slabs are to be on a leveled base and well compacted to minimum 95% Mod AASHTO – Contractor to supply test results proving compaction results – Department Engineer to be notified of test and observe test procedures. The floor sub base is to be inspected prior to the pouring of any concrete. **The base is to be inspected prior to laying of the damp proofing or pouring of any concrete.**

PS2.9 Brick Works

- ◆ The use of any clay masonry units require that the units are wet before being laid and the course of units last laid shall be wet before laying a fresh course upon it. All brickwork shall be built in stretcher bond in class II mortar for super structure walls. The mortar is to be a general-purpose mix (class II).

PS2.10 House Accessories

- ◆ All required accessories and fittings for electrical and plumbing reticulation works must be according to the BOQ below.
- ◆ Materials must be SABS approved.

PS2.11 Electrical

- ◆ All electrical work (connection to the grid, installation of the lights and switches) to be done by a licensed electrician and certificate of compliance (CoC) must be submitted.
- ◆ Connection to the grid is only to be made from a legal connection which has not been tampered with and which has a sealed and working meter measuring consumption.
- ◆ All installations must be according to BoQ per subject.

17. BILL OF QUANTITY

PREAMBLE

1. The General Conditions of Contract, the Special Conditions of Contract, the Specifications (including the Project Specification) and the Drawings are to be read in conjunction with the Schedule of Quantities.
2. The Bidder is at liberty to insert a rate of his own choosing for each item in the schedule and his attention is drawn to the fact that the Contractor has the right, under various circumstances, to payment for additional works carried out and that the Engineer is obliged to base his assessment of the rates to be paid for such additional work on the rates inserted in the schedule by the Contractor.
3. Any additional work that the contractor deems necessary must first be approved in writing by the site engineer.
4. Unless otherwise stated, items are measured net in accordance with the Schedule of Quantities and Drawings and no allowance has been made for waste.
5. The prices and rates to be inserted in the Schedule of Quantities are to be the full inclusive prices to the Employer for the work described. Such prices shall cover the cost of all general risks, liabilities and obligations set forth or implied in the documents on which the Bid is based.
6. A price or rate is to be entered against each item in the Schedule of Quantities whether the quantities are stated or not. An item against which no price or rate is entered will be considered to be covered by other prices or rates in the schedule and no payment for that item will be made.
7. Items and requirements indicated on any drawing but not specifically mentioned in the schedule of quantities must be included in the total pricing. No additional payment for such items or requirements will be made.
8. The Bidder must price each item in the Schedule of Quantities in **BLACK INK**.
9. All prices and rates shall **include** value added tax (VAT).
10. Supply, delivery and functional installation.

Annexure "A"

PREVIOUS SIMILAR EXPERIENCE AND CUSTOMER REFERENCES

12

13 DARD 15/2024: INSTALLATION OF CENTRE PIVOT SYSTEM AND IRRIGATION RELATED DEVELOPMENTS FOR 25HA (PUMP HOUSE & RESERVOIR), MADISAKWANE PROJECT AT DR KENNETH KAUNDA DISTRICT

The Bidder must provide a statement of work successfully completed and a list of customer reference in the table provided below. Insert in the space below, the details of successfully completed work.

I / we certify that I / we have successfully carried out the following works in the categories stated:

CLIENT NAME	CONTACT DETAILS	NATURE OF WORKS	VALUE OF WORKS	YEAR COMPLETED

Failure to detail the required information shall signify that an inexperienced bidder submits the bid.

The Bidder must furnish details of customers who will comment on their customer experience with the Bid.

18. Field book

Ga - Malete Fieldbook				
Pt.nr/Descr	Y	X	Z	Description
Aa	-12483,394	2890527,259	1495,69	aa - Base station - iron peg
1	-12449,248	2890587,429	1495,683	trf - transformer
2	-12476,63	2890555,169	1495,781	hek - wooden gate opening
3	-12479,28	2890557,521	1495,761	hek - wooden gate opening
4	-11693,8	2889831,804	1497,731	bh1 - borehole 1
S	-11689,108	2889857,444	1497,197	l - headland
T	-11696,786	2889891,826	1497,016	l
U	-11723,598	2889915,216	1496,543	l
V	-11755,855	2889929,977	1496,231	l
W	-11772,114	2889961,137	1495,706	l
5	-11759,298	2889989,377	1495,753	bh2 - borehole 2
6	-12240,089	2890561,328	1495,318	bh3 - borehole 3
7	-12406,486	2890639,051	1495,367	bh4 - borehole 4
8	-12561,765	2890653,899	1494,907	bh5 - borehole 5

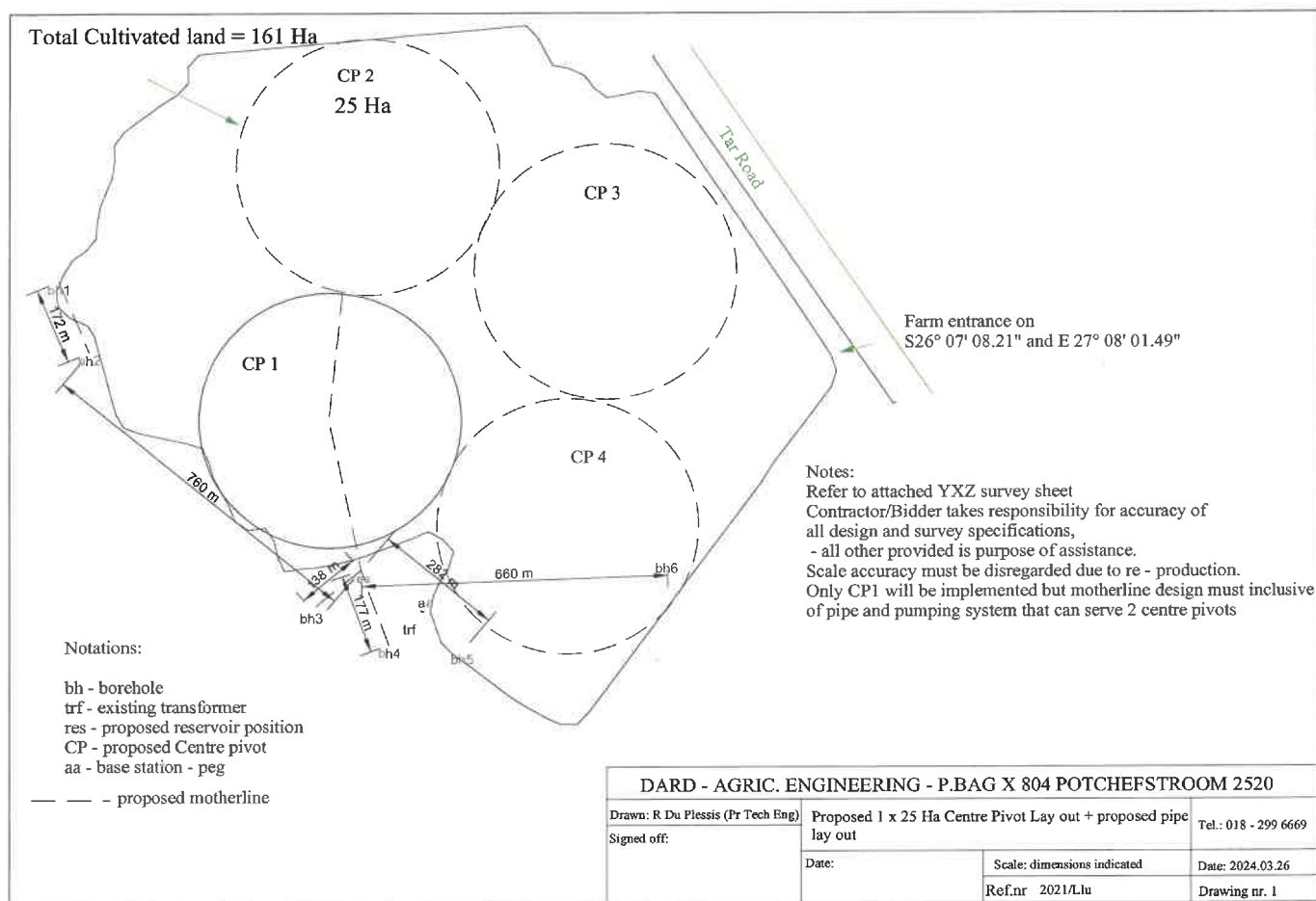
9	-13003,455	2890451,272	1493,668	bh6 - borehole 6
11	-12943,076	2890355,673	1494,892	
12	-12977,525	2890347,25	1495,01	
13	-13012,03	2890339,111	1494,924	
14	-13046,559	2890330,58	1494,802	
15	-13081,143	2890321,092	1494,943	
16	-13115,96	2890312,242	1495,24	
17	-13149,664	2890301,17	1495,496	
18	-13181,838	2890286,869	1495,545	
19	-13210,32	2890265,082	1495,622	
20	-13232,976	2890237,71	1495,755	
21	-13253,756	2890209,14	1495,659	
22	-13275,087	2890180,524	1495,841	
23	-13296,866	2890151,887	1495,961	
24	-13317,677	2890123,428	1496,09	
25	-13338,884	2890095,444	1496,177	
26	-13359,301	2890066,973	1496,029	
27	-13369,253	2890033,001	1495,959	
28	-13357,405	2889999,472	1495,749	
29	-13338,72	2889969,604	1495,633	
30	-13318,624	2889940,547	1495,49	
31	-13299,776	2889910,737	1495,543	
32	-13280,787	2889880,569	1495,626	
33	-13261,01	2889850,669	1495,666	
34	-13241,847	2889821,058	1495,626	
35	-13222,081	2889791,407	1495,597	
36	-13202,177	2889761,769	1495,486	
37	-13182,32	2889732,942	1495,312	
38	-13163,295	2889702,951	1495,217	
39	-13143,849	2889673,155	1495,412	
Pt.nr/Descr	Y	X	Z	Description
40	-13124,387	2889643,029	1495,697	
41	-13105,051	2889612,895	1496,085	
42	-13085,157	2889583,246	1496,688	
43	-13065,729	2889553,655	1497,251	
44	-13046,039	2889523,946	1497,65	
45	-13026,688	2889494,168	1497,981	
46	-12996,807	2889448,676	1498,143	
47	-12977,851	2889419,217	1498,277	
48	-12943,069	2889412,307	1498,389	
49	-12908,644	2889420,092	1498,685	
50	-12873,739	2889427,234	1498,797	
51	-12844,438	2889406,359	1498,637	
52	-12823,433	2889377,872	1498,457	
53	-12791,289	2889362,44	1498,371	
54	-12756,204	2889355,612	1498,761	
55	-12740,085	2889324,511	1498,91	
56	-12722,588	2889293,306	1498,741	
57	-12698,788	2889267,62	1498,688	

58	-12663,834	2889269,812	1498,598	
59	-12628,406	2889273,055	1498,67	
60	-12593,209	2889276,419	1498,641	
61	-12557,784	2889279,509	1498,662	
62	-12522,947	2889282,801	1498,619	
63	-12487,363	2889285,75	1498,723	
64	-12452,227	2889288,45	1498,655	
65	-12416,804	2889292,247	1498,788	
66	-12381,607	2889295,745	1498,644	
67	-12346,543	2889298,775	1498,645	
68	-12310,925	2889301,968	1498,644	
69	-12275,881	2889304,524	1498,729	
70	-12240,214	2889308,258	1498,746	
71	-12204,759	2889311,625	1498,759	
72	-12169,55	2889314,406	1498,811	
73	-12134,655	2889317,683	1498,843	
74	-12099,543	2889321,098	1498,954	
75	-12064,536	2889323,985	1499,123	
76	-12029,317	2889326,492	1499,303	
77	-11994,296	2889329,812	1499,791	
78	-11971,312	2889356,738	1500,289	
79	-11972,376	2889392,253	1500,274	
80	-11948,607	2889418,112	1500,579	
81	-11918,355	2889437,487	1500,909	
82	-11889,576	2889458,861	1500,723	
83	-11860,821	2889479,476	1500,683	
84	-11833,019	2889501,287	1500,634	
85	-11811,929	2889530,292	1500,499	
Pt.nr/Descr	Y	X	Z	Description
86	-11812,855	2889566,093	1500,336	
87	-11808,394	2889600,984	1500,135	
88	-11794,844	2889633,73	1499,978	
89	-11781,754	2889666,794	1499,601	
90	-11775,971	2889701,652	1499,141	
91	-11773,139	2889736,821	1498,524	
92	-11750,921	2889764,476	1498,193	
93	-11722,143	2889784,395	1498,268	
94	-11704,224	2889815	1497,845	
95	-11691,479	2889848,49	1497,295	
96	-11691,846	2889883,533	1497,062	
97	-11715,333	2889909,759	1496,627	
98	-11747,109	2889925,458	1496,341	
99	-11769,741	2889952,881	1495,693	
100	-11778,399	2889987,843	1495,503	
101	-11788,417	2890022,225	1495,383	
102	-11797,01	2890056,524	1495,378	
103	-11806,506	2890090,29	1495,319	
104	-11815,906	2890124,96	1495,302	
105	-11832,411	2890156,351	1495,337	

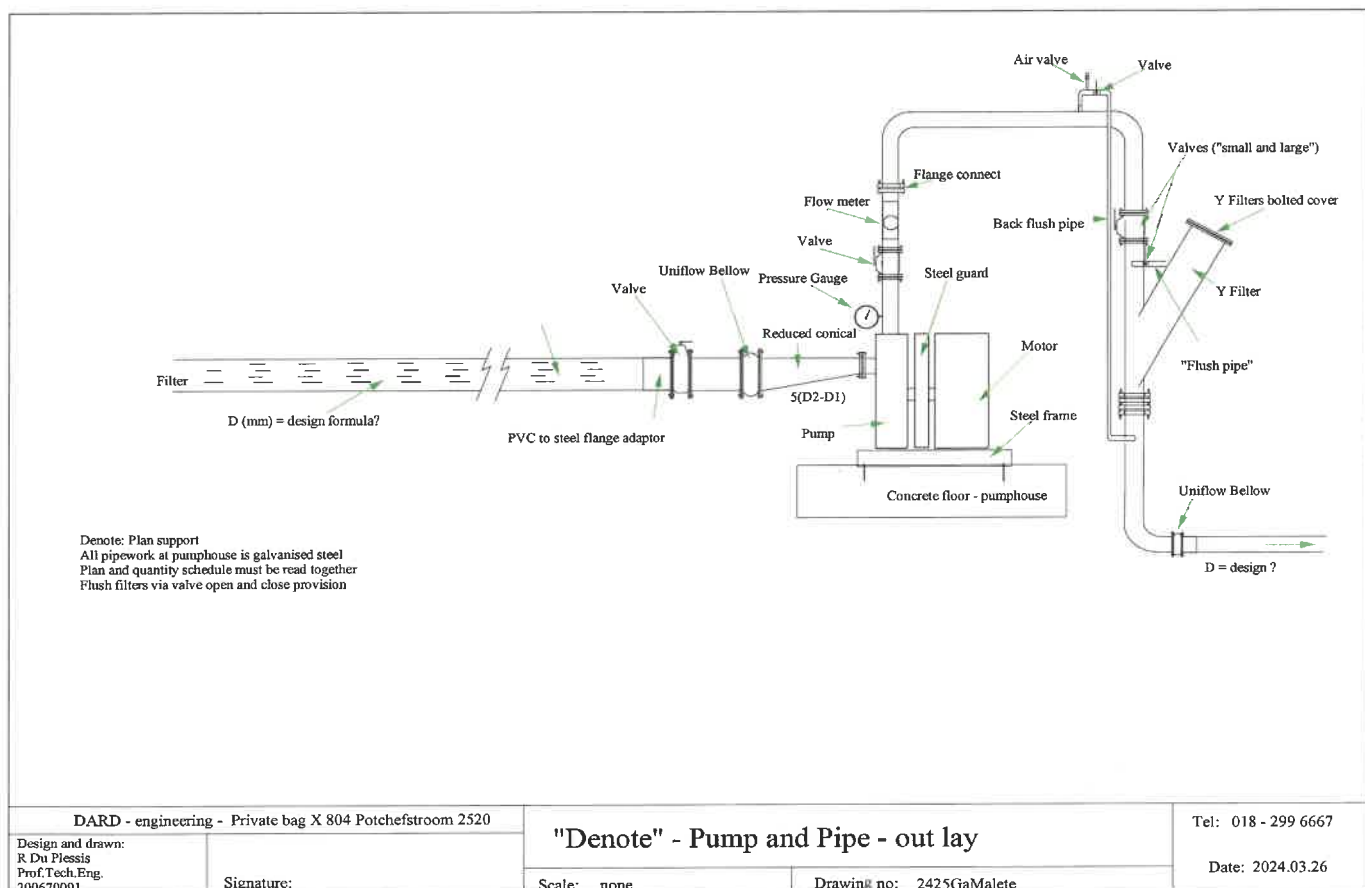
106	-11866,044	2890168,303	1495,324	
107	-11900,764	2890176,165	1495,468	
108	-11935,63	2890183,661	1495,21	
109	-11970,023	2890191,076	1495,239	
110	-12003,838	2890202,038	1495,397	
111	-12017,514	2890235,337	1495,492	
112	-12027,387	2890269,679	1495,629	
113	-12044,658	2890300,997	1495,6	
114	-12061,808	2890331,704	1495,651	
115	-12074,449	2890365,047	1495,694	
116	-12104,531	2890383,996	1495,658	
117	-12139,86	2890378,97	1495,885	
118	-12159,117	2890408,274	1495,664	
119	-12167,089	2890442,977	1495,413	
120	-12181,552	2890475,574	1495,276	
121	-12216,712	2890468,99	1495,511	
122	-12251,952	2890467,652	1495,66	
123	-12287,272	2890460,504	1495,796	
124	-12321,659	2890452,114	1495,835	
125	-12355,66	2890440,989	1495,78	
126	-12389,372	2890428,468	1495,707	
127	-12422,947	2890415,57	1495,652	
128	-12456,549	2890402,072	1495,51	
129	-12489,449	2890388,062	1495,422	
130	-12520,386	2890405,772	1495,428	
131	-12543,453	2890432,095	1495,35	
Pt.nr/Descr	Y	X	Z	Description
132	-12533,254	2890466,399	1495,448	
133	-12514,238	2890497,068	1495,668	
134	-12499,571	2890529,818	1495,65	
135	-12493,025	2890564,769	1495,681	
136	-12504,505	2890598,685	1495,322	
137	-12515,906	2890632,179	1495,194	
138	-12539,739	2890658,476	1494,773	
139	-12568,602	2890679,063	1494,798	
140	-12596,813	2890701,006	1494,775	
141	-12625,044	2890722,633	1494,765	
142	-12652,379	2890744,723	1494,832	
143	-12681,051	2890765,22	1494,867	
144	-12711,177	2890784,047	1494,766	
145	-12742,301	2890800,999	1494,428	
146	-12774,109	2890816,215	1494,109	
147	-12809,469	2890815,935	1493,979	
148	-12833,499	2890789,959	1493,625	
149	-12854,422	2890761,797	1493,434	
150	-12875,494	2890733,856	1493,303	
151	-12896,243	2890705,667	1493,243	
152	-12916,933	2890677,207	1493,217	
153	-12937,439	2890648,62	1493,277	

154	-12958,287	2890620,224	1493,255	
155	-12979,241	2890591,83	1493,258	
156	-13000,005	2890563,499	1493,393	
157	-13020,626	2890535,205	1493,472	
158	-13041,413	2890506,624	1493,433	
159	-13062,194	2890477,978	1493,686	
160	-13082,616	2890449,551	1493,929	
161	-13103,332	2890421,019	1494,353	
162	-13124,194	2890392,708	1494,86	
163	-13144,919	2890364,12	1495,325	
164	-13165,689	2890335,817	1495,596	
165	-13186,426	2890307,517	1495,634	
166	-13207,462	2890279,301	1495,755	
10	-12345,56	2890472,84	1495,721	res - proposed reservoir position
No responsibility will be accepted for accuracy - purpose is self assistance				
R C Du Plessis - Prof.Tech.Eng. - 200670091				

19. Layout



20. Pump and pipe



21. Quantity Schedule

QUANTITY SCHEDULE - Centre Pivots and related Irrigation Development					
Project name: Madisakwane Project at Dr Kenneth Kaunda District			Farm Gate Co Ordinates: S: 27 ° 12' 08"		
District: Ventersdorp - Dr.Kenneth Kaunda District			E: 26 ° 15' 07"		
There is 6 boreholes tested on this farm. (Refer to attached borehole test report) Outcome of combined result and authorization as received from Department of Water and Sanitation is for 267 000m³ per annum. Boreholes must be developed to pump towards newly proposed reservoir from which the irrigation to the proposed 2 x 25 Ha centre pivots will take place. It is expected to design and quote for borehole development, reservoir, centre pivots and electricity. The minimum design norms is as captured in borehole association and South African irrigation institute. As this is a turn key development the contractor takes full responsibility to adhere to all aspects related.					
On proposed lay out your designer will notice that we are able to establish 4 x 25 Ha pivots. Your design must be inclusive of one system (pump, electrical and motherline) as if it is going to do 2 x 25 Ha pivots but for now we are only installing 1 x 25 Ha center pivot. The spray package can be increased as we will be making use of over designed pump.					
NO	DESCRIPTION	UNIT	QTY	Unit - Price	AMOUNT
1	Health and Safety - Contractor does have opportunity to quote for OHS plan in order to adhere.Plan will have to be submitted before payment can be processed.	Count	1		
2	Site establishment and removal	Count	1		
3	Temporary works and plant - Plant,equipment,sheds,offices,notice board - all inclusive.	Count	1		
4	Temporary services - Water, electricity, communication, ablution, etc.	Count	1		
5	Insurance - Allowance for contractors all risk insurance	Count	1		
6	Security - Allowance for site security	Count	1		
7	Preparation of site in order to construct - refer to conditions as captured during site briefing session. This aspect also refers to access, recourses and occupational arrangements as set with farm owner.	Count	1		
BOREHOLES					

It is required that contractor make use of borehole test reports (table4 : - summary of test analysis with management recommendations) as well as farm diagram which stipulates positions of boreholes 1 - 6. The design development of your borehole equipment is not allowed to exceed the indicated constant discharge rate of that specific borehole. item design of the recommended bidder will be evaluated prior to order issue if minimum criteria is met.

Quote on boreholes is inclusive of your correct pump, motor, cabling, pipes, adaptors, control box, timers, as complete functional installation as per norms and standards. Allow 2m from borehole bottom in terms of pump installation depth. COC electrical will form part of this development.

8,1	Borehole 1	Count	1		
8,2	Borehole 2	Count	1		
8,3	Borehole 3	Count	1		
8,4	Borehole 4	Count	1		
8,5	Borehole 5	Count	1		
8,6	Borehole 6	Count	1		
NO	DESCRIPTION	UNIT	QTY	Unit - Price	AMOUNT
8,7	Provide for a submerged 6mm(thick) x 500mm(wide) x 600mm (long) x 200mm (deep) steel enclosure with lockable 6mm steel (swivel on 3 x 15mm bullet hinges) lid in a submerged 20MPA concrete mix with 400mm circum reference and 400mm deep in order to minimise the risk of theft. Maintenance provision must not be hampered in the process and cable, etc must be submerged in lid. Good quality closed shackle brass padlock (70mm x 400gram) must be provided. All steel to be painted 2 layers red oxide.	Count	6		

RESERVOIR

9	350 m3 - Zinculame Coated Steel Tank - Complete with domed zinculame roof and PVC , LLDPE or else certified portable liner suitable for human consumption. Installation only done by company that can give commissioning certificate and guarantee. (Payment only when certificate is received) Reservoir must be quoted complete with flanges for in and outlet, ball valve and overflow provision - open system	Count	1		
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PUMPHOUSE

Contractor must refer to attached plan (but not limited to) as a minimum set specification for pumphouse					
Contractor must quote for the complete pumphouse,pump and motor and subsequent internal electricity involved for purpose of functional turn key installation as per site briefing,design and subsequent contractors inspections.Watermeters can be placed in pumphouse.					
10	Complete pumphouse development	Count	1		
PIPES					
Refer to attached lay out farm diagram. The expectation is that borehole development will be done via HDPE or else PVC as determined by optimum design and further irrigation development via PVC. Pipe diameter and class will be determined by design and contractor can quantify and quote as all inclusive unit price for the section prescribed. Above ground level will be via galvanise pipe work.					
11,1	Borehole 1 to reservoir	Count	1		
11,2	Borehole 2 to reservoir	Count	1		
11,3	Borehole 3 to reservoir	Count	1		
11,4	Borehole 4 to reservoir	Count	1		
11,5	Borehole 5 to reservoir	Count	1		
11,6	Borehole 6 to reservoir	Count	1		
11,7	Motherline to CP1	Count	1		
11,8	Motherline to CP2	Count	1		
NO	DESCRIPTION	UNIT	QTY	Unit - Price	AMOUNT
WATERMETERS					
Water meters installed must be conforming to flow and diameter design and be of quality that will meet the requirement as per Water and Sanitation					
12,1	Watermeter - Borehole 1	Count	1		
12,2	Watermeter - Borehole 2	Count	1		
12,3	Watermeter - Borehole 3	Count	1		

12,4	Watermeter - Borehole 4	Count	1		
12,5	Watermeter - Borehole 5	Count	1		
12,6	Watermeter - Borehole 6	Count	1		
12,7	Watermeter - CP 1	Count	1		
CENTRE PIVOT					
<p>It is expected to quote for 1 x 25 Ha centre Pivot (general position of site as indicated during site briefing) as manufactured by one of the industry acknowledged manufacturers and fitted as per their operational instruction manual. This Pivot must be complete as shelf item and able to apply minimum of 10mm per 24 hours. Must also have running light, Control panel. Lightning arrestor, encoder with cellphone app. The intended emmittor package must be able to irrigate either Maize, Barley or Potatoes. Installation completion is also subjected to Farmer's operational informal training. Initial emmittor package will be larger in order to accommodate larger pump for purpose of 2 x 25 Ha pivots.</p>					
13,1	Centre Pivot - complete and inclusive	Count	1		
13,2	Operational and system manual	Count	1		
EXTERNAL ELECTRICITY					
<p>Contractor and designer must familiarise themselves with available transformer/s and design appropriate cabling towards borehole and pumphouse requirements. This aspect will form part of irrigation requirements as shared with your electrician. This aspect will form part of COC - electrical.</p>					
14,1	External Electricity - borehole provision - borehole 1	Count	1		
14,2	External Electricity - borehole provision - borehole 2	Count	1		
14,3	External Electricity - borehole provision - borehole 3	Count	1		
14,4	External Electricity - borehole provision - borehole 4	Count	1		
14,5	External Electricity - borehole provision - borehole 5	Count	1		
14,6	External Electricity - borehole provision - borehole 6	Count	1		
14,7	External Electricity - Transformer towards pumphouse	Count	1		
14,8	External Electricity - pumphouse and motor requirements	Count	1		

14,9	External Electricity - Farm supply - Quote the Eskom Transformer Upgrade and installation	Count	1		
EXCAVATIONS AND EARTHWORKS					
This excavation provision allows for all excavation provision for electrical cable and pipe work and as to prescribed minimum depths for in field (800mm) and out of field (600mm) as well as the provision for soil works at proposed pump station.(The reservoir soil preparation provision will form part of reservoir quote)					
NO	DESCRIPTION	UNIT	QTY	Unit - Price	AMOUNT
15	Excavation	Count	1		
15,1	unforeseen excavation? - cost per m ³	m ³	1		***** *
DESIGN					
16	Design in order to meet below criteria/expectations	Count	1		
Contractor must quote for the design of irrigation and electrical requirements. It is not expected to attach it to quote. Design and detailed specification sheet will become a requirement once the bid is adjudicated on, it will be requested from bidder and this design will then be evaluated and if correct will form part of the site service level agreement before an order is handed over. Specific areas to address is as indicated below: -					
* Borehole: Total pressure head and delivery, pipe and pump/motor design with "product" graph in order to proof functionality.					
* Centrifugal : Suction side (reference to speed, turbulence and combatting air ingress)					
* Centrifugal : P in kW (designer needs to indicate how he reached/calculated total required P)					
*Motherline/s - diameter and class (this motherline development must be able to do 50Ha minimum)					
*Electricity : Only spreadsheet require how total kVa was reached - this items responsibility is covered via COC for electricity and Contractor and Eskom takes responsibility for kVa required and transformer installed.					
NO	DESCRIPTION	UNIT	QTY	Unit - Price	AMOUNT
17	Design and outlay presentation in Potchefstroom - identified/adjudicated bidder/s will have opportunity to present design and outlay criteria before Chief engineer and panel where all design criteria will be adjudicated on and contractor will have opportunity to proof that SAII design criteria are met. This item will cover your cost for logistical and presentation before the final recommendation and award is made.	Count	1		

18	COC - all electrical for this development	Count	1		
19	Labour	Count	1		
20	Transport	Count	1		
	* Quote is for functional installation			SUB TOTAL:	
	* Transport cost - refer to co-ordinates of site			Contingencies' : Add 10 % to TOTAL:	
	* Only actuals will be paid			SUB TOTAL:	
	* Order remain open order to advice variables			PLUS 15% VAT:	
	* Part payment can be done on actuals			GRAND TOTAL:	
Representative name:				Venue:	
Construction period in order to complete the project (working days)				Date:	
Compulsory site inspection		Yes			
Contact - Name and Tel.nr"s					
Company:					
Signature:					
Developed: R Du Plessis (Prof.Tech.Eng) 200670091					

21. Summary Specifications

all the boreholes are within the same dolomite aquifer. The calculated transmissivity values ranged between 14.2 to 1438 m²/d.

BH1 and BH4 have sustainable rates of 19 and 20 L/s, respectively if pumped for 24 hours. However, it is recommended to pump the boreholes for not more than 20 hours per day in order to allow aquifer to recharge. These two boreholes meet the annual demand of 1Mm³ but are not sufficient to meet a 12 000 m³ daily peak demand. It is therefore necessary to determine a sufficient storage facility.

Table 4: Summary of the pump test analysis with management recommendations

	Borehole name	BH1	BH2	BH3	BH4	BH5	BH6
Basic Information	Latitude (S)	-26.11698	-26.11873	-26.12385	-26.12455	-26.12440	-26.12284
	Longitude (E)	27.11736	27.11759	27.12240	27.12408	27.12605	27.13002
	Elevation (mamsl)	1495	1494	1495	1495	1495	1492
	Borehole Depth (m)	116	110	100	67.90	100	37
	Static Water Level (mbgl)	35.36	33.57	33.10	33.16	32.48	31.67
	Static Water Level (mamsl)	1460.64	1460.43	1461.90	1461.84	1462.52	1640.33
Pump Test Info	Available Drawdown (m)	7	7	7	7	7	5.33
	Constant Discharge Rate (L/s)	13.51	10.32	17.79	15.35	12.13	5.11
	Duration (hrs)	24	24	24	24	24	8
	Final Drawdown (m)	1.35	2.63	13.55	1.22	23.92	2.27
Analysis Rate	Basic FC (L/s)	176.43 (unused)	56.90 (unused)	7.13	39.44	2.35	13.19
	Advanced FC (L/s)	39.58	13.10	2.66	8.79	0.68	2.44
	FC Inflection (L/s)	4.04	4.63 (unused)	2.60	1.21 (unused)	1.78	0.55
	Cooper Jacobs (L/s)	23.74	9.08	4.07	10.70	-7.88 (unused)	1.17
Management	Pump Installation Depth (mbgl)	50	50	50	50	50	35
	Sustainable Rate (L/s)	19	11	4	20	1.6	4
	Duration (hrs)	20	20	20	20	20	8
	Peak Daily Volume (m ³)	1 641.6	792	288	1 728	115.2	115.2
	Annual Volume (m ³)	599 184	289 080	105 120	630 720	42 048	42 048

PART A

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF (DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT)					
BID NUMBER:	13 DARD 15/2024	CLOSING DATE:	04 DECEMBER 2024	CLOSING TIME:	11:00
DESCRIPTION	INSTALLATION OF CENTRE PIVOT SYSTEM AND IRRIGATION RELATED DEVELOPMENTS FOR 25 HA (PUMP HOUSE & RESERVOIR), MADISAKWANE PROJECT AT DR KENNETH KAUNDA DISTRICT				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
DEPT OF AGRICULTURE AND RURAL DEVELOPMENT					
C/N DR JAMES MOROKA AND STADIUM ROAD, AGRICENTRE BUILDING					
MMABATHO					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON			CONTACT PERSON		
TELEPHONE NUMBER			TELEPHONE NUMBER		
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS			E-MAIL ADDRESS		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					

1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE ENGAGED WITH NEGOTIATIONS BY THE CSIR THAT MIGHT RESULT IN THE ISSUING OF A PURCHASE ORDER.
2. TAX COMPLIANCE REQUIREMENTS 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE CSIR TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE

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

SIGNATURE OF BIDDER:.....

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

DATE:

SBD 4

BIDDER’S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.2.1 If so, furnish particulars:
.....
.....
- 2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? **YES/NO**
- 2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

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

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

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

- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF
PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING
ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO
BE FALSE.

.....
Signature	Date
.....
Position	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS

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

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

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

1. GENERAL CONDITIONS

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

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

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

(delete whichever is not applicable for this tender).

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	100

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) & \text{or} & P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \end{array}$$

Where

P_s = Points scored for price of tender under consideration
 P_t = Price of tender under consideration
 P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer

will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of Points claimed (90/10 system) (To be completed by the tenderer)	Number of Points claimed (80/20 system) (To be completed by the tenderer))
Black Women Owned Enterprise	-	10	-	
Black Youth Owned Enterprise	-	6	-	
Disabled Persons Owned Enterprise	-	4	-	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points

claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

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

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:

**THE NATIONAL TREASURY
REPUBLIC OF SOUTH AFRICA**



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

The purpose of this document is to:

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

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

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

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GENERAL CONDITIONS OF CONTRACT

1. Definitions

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

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

5. Use of contract documents and information; inspection.

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

	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
6. Patent rights	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
7. Performance security	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

	8.8	The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1	The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
	9.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.
	10.2	Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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: <ul style="list-style-type: none"> (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 cancelling 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: <ul style="list-style-type: none"> 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: <ul style="list-style-type: none"> (i) the name and address of the supplier and / or person restricted by the purchaser; (ii) the date of commencement of the restriction

- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

28. Limitation of liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
30. Applicable law	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
31. Notices	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34 Prohibition of Restrictive practices	34.1	In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
	34.3	If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.