



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**TENDER NO: ACDP 26/03**

**CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER RESPECTIVE PROFESSIONAL SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 3-YEARS**

<b>NAME OF TENDERER</b>	
<b>TOTAL TENDERED AMOUNT</b>	
<b>VAT NUMBER (if registered for VAT)</b>	
<b>SUPPLIER CSD REGISTRATION NUMBER</b>	
<b>TAX COMPLIANCE STATUS PIN (to verify bidder's tax compliance status)</b>	

**PREPARED BY:**



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**COMPULSORY BRIEFING SESSION INFORMATION**

**Venue: Agri Village 1 Foyer, 67/69 Baccard Street, Polokwane, 0700**  
**Date: 07 July 2026 @10H00**

**Closing date: 31/07/2026 @11h00**

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	<b>ACDP 26/03</b>	CLOSING DATE:	<b>31/07/2026</b>	CLOSING TIME:	<b>11H00</b>
DESCRIPTION	<b>CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER RESPECTIVE PROFESSIONAL SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 3-YEARS</b>				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>67/69 BICCARD STREET DEPARTMENT</b>					
<b>DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT</b>					
<b>POLOKWANE</b>					
<b>0699</b>					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	<b>Ndlozi VS</b>		CONTACT PERSON	<b>Ms. Ngoepe T</b>	
TELEPHONE NUMBER	<b>015 294 3564</b>		TELEPHONE NUMBER	<b>066 079 3405/015 294 3429</b>	
FACSIMILE NUMBER	<b>N/A</b>		FACSIMILE NUMBER	<b>N/A</b>	
E-MAIL ADDRESS	<a href="mailto:NdloziV@aric.limpopo.gov.za">NdloziV@aric.limpopo.gov.za</a>		E-MAIL ADDRESS	<a href="mailto:ngoepet@agric.limpopo.gov.za">ngoepet@agric.limpopo.gov.za</a>	
<b>SUPPLIER INFORMATION</b>					
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:		<b>OR</b>	CENTRAL SUPPLIER DATABASE No:	MAAA

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 THE QUESTIONNAIRE BELOW]
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**QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

YES  NO

DOES THE ENTITY HAVE A BRANCH IN THE RSA?

YES  NO

DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

YES  NO

DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?

YES  NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?

YES  NO

**IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

<p><b>1. BID SUBMISSION:</b></p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b></p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b></p>
<p><b>2. TAX COMPLIANCE REQUIREMENTS</b></p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.</p> <p>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.”</p>

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....

(Proof of authority must be submitted e.g., company resolution)

DATE: .....

**BIDDER'S DISCLOSURE**

**1. PURPOSE OF THE FORM**

- 1.1 Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.
- 1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE**

- 2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution?  
**YES/NO**
- 2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

- 2.3 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**
- 2.3.1 If so, furnish particulars:  
.....  
.....

- 2.4 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**

- 2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

**3 GENERAL DECLARATION**

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

- 3.1 I have read and I understand the contents of this disclosure.
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found to be false.
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.
- 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.
- 3.5 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.
- 3.6 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.
- 3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....  
Signature

.....  
Date

.....  
Designation

.....  
Name of bidder



**LIMPOPO**  
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REPUBLIC OF SOUTH AFRICA

**DEPARTMENT OF  
AGRICULTURE AND RURAL DEVELOPMENT**

**TERMS OF REFERENCE**

**CALLING FOR EXPRESSIONS OF INTEREST FROM PROFESSIONAL SERVICE PROVIDERS TO RENDER RESPECTIVE PROFESSIONAL SERVICES TO THE LIMPOPO DEPARTMENT OF AGRICULTURE AND RURAL DEVELOPMENT FOR A PERIOD OF 3-YEARS**

## 1. BACKGROUND

The Department of Agriculture and Rural Development have several Programs, to support agricultural development in the Limpopo Province. These programs include Infrastructure development for farmers and agricultural schemes. The infrastructure covers a wide variety of structures and processes such as Irrigation, Animal handling & production facilities, Soil Conservation & Civil structures, and Agro-processing facilities.

## 2. PURPOSE OF CALLING FOR EXPRESSION OF INTEREST

The purpose of this request is to register suitably qualified and experienced Professional Service Providers (PSP) on a database, that can render services in the respective professional services as and when required by the Department.

The technical ability of each PSP will be evaluated, to render a service in a specific category of engineering field. All the PSP's that meet the minimum requirements will be registered into the database in the applicable categories. Framework agreements will be entered into with all the qualifying PSP's to shorten the procurement process during the issuing of Task Orders.

The following definitions are applicable to this document:

- Framework Agreement: "A contract in which a Service Provider is appointed for a period of time (36 months) for the rendering of Professional Engineering services. However, work is not guaranteed and will be requested as and when needed by the Client."
- Rates contract: "A contract with agreed fixed rates."
- Task order: "An instruction to provide Professional Engineering work within a stated period of time."

## 3. GENERAL SCOPE OF WORK

It will be required from the PSP to plan, design, and implement projects within the following general scope of works where applicable:

### Planning, Studies, Investigations and Assessments

- PS1 Scoping Report / Feasibility Study (Incl. EIA, Soil Survey, Geotechnical Survey, Geo-hydrological Survey, Hydrological Survey and Land use Planning)
- PS2 Cost Estimation
- PS3 Technical Report
- PS4 Land survey (e.g. Topographical and aerial photography)

### Normal Services

- NS1 Stage 1 - Inception
- NS2 Stage 2 - Concept and Viability (also termed Preliminary Engineering Design)
- NS3 Stage 3 - Design Development (also termed Detailed Design)
- NS4 Stage 4 - Documentation and Procurement

- NS5 Stage 5 - Contract Administration and Inspection (Construction and Project Management (Incl. OHS))
- NS6 Stage 6 - Close-out Report (Incl. As-build drawings and O&M manuals)

Additional Services

- AS1 Skills transfer to officials and farmers.
- AS2 Additional Services pertaining to all Stages of the project.
- AS3 Construction Monitoring
- AS4 Occupational Health and Safety Act, 1993 (Act No.85 of 1993)
- AS5 Quality Assurance System
- AS6 Lead Consulting Engineer
- AS7 Engineering Management Services (Principal Consultant)
- AS8 Mediation, Arbitration and Litigation proceedings and similar services
- AS9 Principal Agent of the Client

**4. SPECIFIC CATEGORY OF ENGINEERING WORK AND BRIEF SCOPE OF WORKS**

The specific scope of work per project is set out under the following discipline categories of in the tender document: (All applicable Specialists should be included for a category applied for as set out in Table A below.)

- SS1 Geo-hydrological services** – this includes studying groundwater systems, such as mapping aquifers, assessing water availability, and advising on borehole placements.
- SS2 Geo-technical services** – these services assess soil, rock, and foundation conditions to ensure safe structural designs—often used in construction for foundations and earthworks.
- SS3 Environmental Management services – Conduct Environmental Impact Assessment (EIA)** - This process identifies, predicts, and evaluates the environmental effects of a project, ensuring compliance with environmental regulations.
- SS4 Hydrological services** - these focus on surface water engineering services such as rainfall, runoff, rivers, and flood risk assessments for projects.
- SS5 Agricultural Engineering services** - these involve designing systems for complex solution for irrigation, drainage, farm structures, mechanization, net-houses and tunnels (including Automation and Climate Control), Farm structures and Animal production & handling facilities; Soil Conservation Structures (Incl. Stock watering supply and fencing), Agro-Processing and Packaging facilities such as Packhouses, Farm Roads and Low Water Bridges.
- SS6 Civil Engineering services** - the design and construction of civil related infrastructure such as roads, bridges, water systems, buildings, canals, weirs, and dams.
- SS7 Structural Engineering services** - designing and analyzing of load-bearing structures while ensuring safety, stability, and resilience.

**SS8 Electricity Engineering services** - design and implementation of electrical systems such as power supply, lighting, renewable energy systems and control systems in buildings and infrastructure.

**SS9 Architectural Engineering services** - focusing on the design, safety, and efficiency of building systems including the detailed designs for offices, housings and other applicable complex building structures.

**SS10 Geographic Information Systems services** - spatial data mapping, spatial analysis and decision support using location-based data.

**SS11 Quantity Surveying** - cost management services such as estimating project cost, managing budgets, and ensuring projects stay within financial constraints.

**SS12 Land Surveying** – cadastral survey of restricted land, measuring and mapping of lands, defining precise legal boundaries and structural positions using technologies like GPS, drones and total stations.

**SS13 Social Facilitation services** - involves guiding community engagement, ensuring stakeholders are heard, facilitating dialogue within respective stakeholders, and fostering collaboration in projects to avoid stoppages at projects by minimizing disruptions.

## **5. REGISTRATION INTO THE DATABASE**

All qualifying Professional Service Providers will be registered into the Departmental database in the different categories of engineering work as set out in the above list under item 4. A company will be registered under all the categories for which they qualify. There will be no limit to the number of categories a company can register on.

## **6. CONDITIONS FOR REGISTRATION ON THE DATABASE**

For registration into the database the following conditions will apply:

- Registration into the database will be valid for 36 months.
- The Department reserve the right to evaluate the capacity and performance of any PSP on the database at any time, and act according to the findings.
- The approved rates as advertised in Government Gazette are fixed for 12 months and will be revised every 12 months. The rates for disbursements will also be revised, if necessary, every 12 months. A rate for a reasonable vehicle will be used for which companies can claim transport irrespectively of the vehicle capacity or size used by them. The rate will be fixed for 12 months revised annually as advertised by Department of Transport.

## **7. DEPARTMENTAL PROCESS TO REQUEST FOR QUOTATIONS FROM THE PROFESSIONAL SERVICE PROVIDERS ON THE DATABASE**

The Department will engage in the following process to source the services from Professional Service Providers that is been registered on the Database:

- Receive a request for a project or service from a Program or Project Manager.
- Compiling a Terms of Reference (TOR) for the project.

- Review and approval of the TOR by the end-user.
- Request quotations from the Companies on the Database list for the applicable category.
- Do a Financial Evaluation of the quotations and administrative requirements checks.
- Recommend appointment of the highest score responsive quotation.
- Enter into an agreement (SLA) for the specific project.
- Request an order from SCM.
- Give instruction to the Professional Service Provider Company to proceed with the work.

## **8. STANDARD FOR FRAMEWORK AGREEMENTS**

The procurement for infrastructure is guided by the “Framework for Infrastructure Delivery and Procurement Management” as published by National Treasury (First edition – October 2015 and Supplemented – May 2019) under SCM Instructions 4 of 2015/16 and 3 of 2019/20.

Framework Agreements must comply (Item 14.3, Page 42) with the following:

- The term of a Framework Agreement shall not exceed three (03) years in the case of all organs of state.
- Framework agreements that are entered into shall not commit an organ of state to any quantum of work beyond the first order or bind the employer to make use of such agreement to meet its needs. The employer may approach the market for goods or services, or a combination thereof, whenever it considers that better value in terms of time, cost and the quality which may be obtained.
- Orders shall cover only goods or services, or any combination thereof, falling within the scope of work associated with the agreement which may not be amended for the duration of the contract.
- Orders may not be issued after the expiry of the term of the framework agreement.
- Orders may be completed even if the completion is after the expiry of the term contract.

## **9. PRICING OF QUOTATIONS**

For Task-orders, costing can be priced on one of the following strategies:

1. The Department determines the Categories of Human resources required and the estimated number of hours. The Companies quote then on discounted rates. Payments are being done on the actual time spend on the project with the quoted amount as the maximum amount claimable.  
or
2. The Department determines a budget or estimated cost for the development. The PSP then quotes a fixed amount for the work. The maximum amount claimable is limited to the quoted amount and not the final development cost.

If there is a substantial scope change, an additional order may be requested as prescribed in the CIDB Standard Professional Services Contract (July 2009), Clause 3.8; Variations.

#### **10. RESOURCES (HUMAN & FACILITIES)**

The Professional Service Provider's team shall have the necessary professional knowledge, skills, and experience to undertake the assignment as set out in the Evaluation Criteria. Other specialized professional services may be outsourced. Tenderers must, in their submissions, prove their experience in rendering the services of the different types of projects / services for which they apply for, as listed under the Specific Scope of Works (Item 4).

#### **11. FINANCIAL IMPLICATION**

The Professional Service Providers will be registered into a Database. Work will be ordered as and when required based on the availability of funds. Funding will be from various programs and projects within the Limpopo Department of Agriculture and Rural Development.

#### **12. MINIMUM REQUIREMENTS PER DISCIPLINE OF THE PSP**

The following include the minimum mandatory requirements per discipline applied for and failure to meet the set out minimum requirements will lead to disqualification under that discipline for the bidder. The bidder who applied for multiple disciplines, should be evaluated independently, per category.

**Note: Under Experience, bidder must attach the following for similar works completed under the bidding company (Attach appointment letter or purchase order; and a completion certificate or confirmation for the completed project (i.e. reference letter or confirmation by the Client with valid contact details for reference check). Individual works by employees not linked to the bidding company will not be admissible.**

**The Department reserves the right to verify the qualifications and the registration with the professional bodies that are provided by the bidder and if there is any invalidity, the bid will be disqualified. Any invalidity post admission to the database will be regarded as a breach of contract thus the service provider will be removed from the database.**

**13. TABLE A MINIMUM REQUIREMENT APPLICABLE PER CATEGORY**

No	PSP Category Discipline (Minimum Required Software – Must attach copy of license under the company name)	Professional Registration Body Required All core team members must be professionally registered with their applicable Council or Bodies and must attach a Valid Copy of the Certification	Is Professional Indemnity Required? Must attach the professional indemnity insurance where applicable	Minimum Required Qualification for the Project Manager Owing the bidding company, must be on the company registration document (Minimum of NQF Level 7), recognised by SAQA	Minimum Required Experience for Completed works by the bidding company.	Please select the relevant categories by ticking the boxes below to indicate your firm's or company's areas of interest.
a)	Geo-hydrological services (Microsoft and GIS or Hydro-Modelling Software e.g. QGIS or ArcGIS Pro or MODFLOW, etc)	SACNASP	Yes	Geology OR Hydrology	5	
b)	Geo-technical Engineering (Microsoft; AutoCAD and Geotechnical Analysis Tool e.g. PLAXIS or GeoStudio, etc)	ECSA	Yes	Civil Engineering OR Geotechnics	5	
c)	Environmental Management - (EIA) - (Microsoft; Google Earth Pro; and QGIS or ArcGIS, etc)	SACNASP or Department of Environmental Affairs or EAPSA	Yes	Environmental Sciences	5	

d)	Hydrological services (Microsoft, GIS tool and HEC tools e.g. HEC-HMS or HEC-RAS, etc)	SACNASP or ECSA	Yes	Hydrology OR Water Resources	5	
e)	Agricultural Engineering (Microsoft; Drawing Software e.g. AutoCAD, or Civil 3D, etc. and Modelling Tool e.g. Irri-maker or Model maker, etc)	ECSA	Yes	Agricultural Engineering	10	
f)	Civil Engineering (Microsoft and Drawing Software e.g. AutoCAD or Civil 3D, Civil Designer, etc.)	ECSA	Yes	Civil Engineering studies	10	
g)	Structural Engineering (Microsoft and Drawing Software e.g. AutoCAD or ETABS or ProKon, Civil Designer etc.)	ECSA	Yes	Civil Engineering OR Structural Engineering	10	
h)	Electricity Engineering (Microsoft and Drawing Software e.g. AutoCAD Electrical, etc.)	ECSA	Yes	Electricity Engineering	10	
i)	Architectural Engineering (Microsoft; basic modelling software e.g. Revit or SketchUp; etc and Drawing Software e.g. AutoCAD or ArchiCAD, etc)	SACAP	Yes	Architectural studies	5	

j)	Geographic Information Systems (Microsoft, Modelling tool e.g. QGIS and Google Earth Pro)	SAGC	Yes	Geography OR GIS	5	
k)	Quantity Surveying (Microsoft and basic QS estimating software e.g. Candy CCS or Buildsoft, etc)	SACQSP	Yes	Quantity Surveying	10	
a	Land Surveying (Microsoft, basic modelling tool e.g. Model maker or Nikon or Trimble, etc and drawing software e.g. AutoCAD or Civil Designer, etc)	SAGC	Yes	Land Surveying	10	
b	Social Facilitation (Microsoft)	Not Applicable	No	Social Sciences OR Community Developments	5	

## 14. EVALUATION CRITERIA

### 14.1 PRE-COMPLIANCE EVALUATION

Criteria	Requirements
<b>Pre-compliance criteria.</b>	The Service Provider must submit all documents as outlined below.

The evaluation process entails the following:

Phase 1: Pre-Compliance evaluation

- i. During this phase, bid responses are registered to ascertain the number of bid responses received before the closing date and time.
- ii. The following key information of bidders will be verified on the CSD in line with Public Finance Management Act and regulatory requirements to qualify for further evaluation processes:
  - a) Business registration including details of directorship and membership.
  - b) In the service of the state status.
  - c) Tax compliance status.
  - d) Identity number (s).
  - e) Tender defaulting and restriction status, and
  - f) Any additional and supplementary verification information communicated by National Treasury.

#### Compulsory Briefing:

The Compulsory Briefing session must be attended as per scheduled date and time and representatives must ensure to sign the attendance register. **Non-attendance will result to disqualification.**

### iii. REQUIRED DOCUMENTS

Documents that must be submitted	Non-submission will result in disqualification	Requirements
Invitation to Bid – SBD 1	<b>YES</b>	Fully complete and sign the supplied pro forma document.
Bidders Disclosure – SBD 4	<b>YES</b>	Fully complete and sign the supplied pro forma document. <b>(Must declare if they have interests in other Companies. Refer to Paragraph 2.3). In case of J/V's bidders should complete separate SBD 4's.</b>
Category Minimum Requirement	<b>YES</b>	Must comply with the minimum requirement per category as stipulated in <b>Table A</b> under <b>Section 13</b> above
Joint Ventures (J/V)	<b>YES</b>	Attach a valid JV agreement if applicable. Non-submission will lead to disqualification. In the case of an award, the company need to register on CSD as a JV. The process is that the service providers must register the JV at SARS and then open a JV bank

		account. With those documents they can then register the JV on the CSD. <b>The department will only make payment to a JV account.</b>
Workmen's Compensation Registration Certificate	<b>NO</b>	Must submit valid copy of COIDA certificate or proof of payment thereof.
Completeness of the tender document.	<b>YES</b>	Bidders are required to complete mandatory applicable sections of the document without omission of pages and in the provided sequence. The tender document to be fully completed in <b>Black ink (not typed)</b>

**iv. The Service Provider must ensure that they meet the following requirements before the bid can be awarded:**

<b>CRITERIA</b>	<b>REQUIREMENT</b>
Tax compliance status	Tenderer must be tax compliant before the bid is awarded, i.e. <i>Where the recommended tenderer is not tax compliant, the tenderer will be notified of their non-compliant status and must be requested to submit written proof from SARS of their tax compliance status or proof that they have made an arrangement to meet their outstanding tax obligations within 7 working days. The tenderer should thereafter provide the accounting officer or accounting authority with proof of their tax compliance status which should be verified via the Central Supplier Database or e-Filing"</i>
Business registration	The Company must be in business
Company registration with central supplier database (CSD)	Company must be registered on central supplier database (CSD). If not registered must proceed to complete the registration prior to submitting your proposal. Visit <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> to obtain your vendor number.
In the service of the State status	The bid will not be considered if Shareholders or directors are employed by state/ government departments, municipalities, municipal entities, or public entities unless <b>the approval from executive authority to do business with the state is submitted with the proposal</b>
Tender defaulting and restriction status	Entity and directors must not be restricted

**15 INSPECTION OF BIDDERS**

The premises of Tenders that qualified under administration may be inspected.

The inspection will be done on the following:

- a) Physical structure or business where business activities take place.
- b) Main business activities
- c) Track record will be verified.
- d) Relatedness of the main business activities to the tender under review
- e) Office furniture and space
- f) Office Equipment, IT facilities and computer software used to produce the required service. Refer to the Table 1 below for the relevant equipment per category.
- g) Registration documents and accredited certificates
- h) Audited Financial annual statements to verify financial position.
- i) Verification of applicable equipment, computers and specialised computer programs.

## 16. Acceptance of Submissions

**Submission will only be accepted on condition that:**

- a) the Submission is signed by a person authorised to sign on behalf of the Tenderer;
- b) the Tenderer is not a Joint Venture Company;
- c) the Tenderer or any of its principals is not listed on the register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the Public Sector;
- d) the Tenderer has not abused the Employer's Supply Chain Management System or has failed to perform on any previous Contract and has been given a written notice to this effect;
- e) the Tenderer or any of its Principals, Directors or Managers is not employed in the service of the State or any Municipality. In the event that such Principals are involved, official approval from the Executing Authority regarding carrying out remunerative work outside of the Public Service must be included in the Submission.
- f) the Employer is satisfied that the Tenderer or any of his Principals have not influenced the Call for Expression of Interest Submission and acceptance by the following criteria:
  - a. having Offered, promised or given a bribe or other gift or remuneration to any person in connection with the obtaining or execution of this Contract;
  - b. having acted in a fraudulent or corrupt manner in obtaining or executing this Contract;
  - c. having approached an Officer or employee of the Employer or the Employer's Agent with the objective of influencing the award of a Contract in the Tenderer's favour;
  - d. having entered into any agreement or arrangement, whether legally binding or not, with any other Person, Firm or Company to refrain from Tendering for this Contract or as to the amount of the Tender to be submitted by either party;
  - e. having disclosed to any other Person, Firm or Company other than the Employer, the exact or approximate amount of his proposed Tender;
  - f. the Employer may, in addition to using any other legal remedies, repudiate the Tender Offer and acceptance and declare the Contract invalid should it have been concluded already.

## **17. Copies of Contract**

The number of paper copies of the signed Contract to be provided by the Employer is ONE.

## **18. UNSATISFACTORY PERFORMANCE**

Unsatisfactory performance occurs when performance is not in accordance with the contract conditions.

- (i) The departmental official shall warn the PSP in writing that action will be taken in accordance with the contract conditions unless the PSP complies with the contract conditions and delivers satisfactory services within a specified reasonable time. If the PSP does not perform satisfactorily despite the warning, the official will:
  - (a) Take action in terms of its delegated powers; and
  - (b) Make a recommendation to the Accounting Officer for cancellation of the contract concerned.
- (ii) When correspondence is addressed to the PSP, reference will be made to the contract number/item number/s and an explanation of the complaint.
- (iii) If the Department is not satisfied with the output provided by the service provider, the Department reserves the right to remove that service provider from the database and terminate their contract for the breach of contract and if there is any remuneration provided to the service provider, the Department can claim it from the service provider.

## **19. VALIDITY PERIOD OF BID AND EXTENSION THEREOF**

- a) The validity (binding) period for the bid will be **240 days** from close of bid. However, circumstances may arise whereby the department may request bidders to extend the validity (binding) period. Should this occur, the department will request bidders to extend the validity (binding) period under the same terms and conditions as originally offered for by bidders. This request will be done before the expiry of the original validity (binding) period.

## **10. NEGOTIATIONS**

Bidders should note that the department might subject the successful bidder to negotiations for fair market related prices as per respective request when the services are required

# GOVERNMENT PROCUREMENT

## GENERAL CONDITIONS OF CONTRACT July 2010

### NOTES

The purpose of this document is to:

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

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

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

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## General Conditions of Contract

### 1. Definitions

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

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

- 1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.
- 2. Application**
- 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.
- 3. General**
- 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://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**
- 7.1 Within thirty (30) days of receipt of the notification of contract award,

**security**

the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

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

**8. Inspections,  
tests and  
analyses**

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

cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

**9. Packing**

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

**10. Delivery and documents**

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

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance**

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

**12. Transportation**

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

**13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

performance or supervision of on-site assembly and/or commissioning of the supplied goods;

- (a) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (b) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (c) 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
- (d) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser

may have against the supplier under the contract.

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.
- 16.4 Payment will be made in Rand unless otherwise stipulated in SCC.
- 17. Prices**
- 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
- 18. Contract amendments**
- 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
- 19. Assignment**
- 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
- 20. Subcontracts**
- 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily

available.

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

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

## **22. Penalties**

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

## **23. Termination for default**

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the

envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

**24. Anti-dumping and countervailing duties and rights**

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

**25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

**26. Termination for insolvency**

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

**27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

**28. Limitation of liability**

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South Africa 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.

Js General Conditions of Contract (revised July 2010)