

PART A INVITATION TO BID

BID NUMBER:	LDPWRI-ROADS/20466	CLOSING DATE:	AS ADVERT	PER	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF PROFFESIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)						
DEPARTMENT OF PUBLIC WORKS , ROADS AND INFRASTRUCTURE						
CORNER RIVER AND BLAAUWBERG STREETS						
LADANNA						
0699						
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR MOTSOPYE N		CONTACT PERSON	MR SHITHLANGU P		
TELEPHONE NUMBER	015 284 7126		TELEPHONE NUMBER	015 284 7330		
FACSIMILE NUMBER			FACSIMILE NUMBER			
E-MAIL ADDRESS	MotsopyeNJ@dpw.limpopo.gov.za		E-MAIL ADDRESS	ShithlanguP@dpw.limpopo.gov.za		
SUPPLIER INFORMATION						
NAME OF BIDDER						
POSTAL ADDRESS						
STREET ADDRESS						
TELEPHONE NUMBER	CODE		NUMBER			
CELLPHONE NUMBER						
FACSIMILE NUMBER	CODE		NUMBER			
E-MAIL ADDRESS						
VAT REGISTRATION NUMBER						
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA	
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
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?				<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.						

PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR 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, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO 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 PIN 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:

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.:
CLOSING TIME 11:00	CLOSING DATE.....

OFFER TO BE VALID FORDAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
1.	The accompanying information must be used for the formulation of proposals.		
2.	Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.	R.....	
3.	PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)		
4.	PERSON AND POSITION	HOURLY RATE	DAILY RATE
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
	.....	R.....	.....
5.	PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT		
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
	.....	R.....	..... days
5.1	Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.		
	DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY AMOUNT
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Bid No.:

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....
TOTAL: R.....			

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
-
-
-

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements 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.

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.

- 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



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
**PUBLIC WORKS, ROADS
AND INFRASTRUCTURE**

TERMS OF REFERENCE

**Tender No: LDPWRI-ROADS/20466 APPOINTMENT OF PROFESSIONAL SOCIAL
CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN SEKHUKHUNE DISTRICT
FOR A PERIOD OF 36 MONTHS**

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

1. INTRODUCTION AND BACKGROUND

The Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI) is charged with the mandate of road maintenance across 05 Districts with 36 Cost Centres across the Province. The Department is responsible for carrying out the following routine maintenance activities but not limited to blacktop patching, repair of potholes, edge breaks, and crack sealing and drainage and road reserve maintenance.

The National Department of Transport (DoT) launched the S'hamba Sonke Programme (SSP) in April 2011, dedicated to road maintenance on secondary roads and rural roads, with particular emphasis on repairing potholes, using labor-intensive methods of construction and maintenance.

The SSP, through the Provincial Roads Maintenance Grant (PRMG), consists of three budget components. The largest component enables provinces to expand their maintenance activities. The other components allow provinces to repair roads damaged by floods and to rehabilitate roads for coal haulage activities.

The Programme provides a set of principles to guide the prioritization of infrastructure investments to maximize the economic impact and development multipliers for maintaining and upgrading South Africa's provincial road network. Furthermore, it introduces road construction and maintenance methodologies that are specifically designed to create jobs, to support enterprise and co-operative development and to build the productive assets of poorly resourced communities on an unprecedented scale.

The LDPWRI has committed itself to utilize the infrastructure investments to maximize employment opportunities and improve livelihoods of disadvantaged people in the Province. As a derivative of the S'hamba Sonke Programme, the Department implements the household based routine maintenance projects to address backlog of road maintenance by improving the livelihood of rural communities. These projects are implemented by in-house road maintenance programme and the household based routine maintenance (contractors) each financial year and are linked to Local Municipalities.

The minimum targeted number of Work Opportunities (WO) for Household Based Routine Road Maintenance Project is 250 per each local municipality.

The department invites proposals from Professional Social Consultants that can render social facilitation services to Household Based Routine Road Maintenance Projects implemented by the Department across the local municipalities for a period of 36 months.

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2. LEGISLATIVE FRAMEWORK

The following legal instruments guide the implementation of the Household Routine Maintenance:

- 2.1 Code of Good Practice, Notice No. 129 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended;
- 2.2 Ministerial Determination 4: Expanded Public Works Programmes, Notice No. 347 issued by the Minister of Labour in terms of the Basic Conditions of Employment Act, 1997 as amended;
- 2.3 General Conditions of Contract for Construction Works Second Edition (2010) (GCC).
- 2.4 Standard specifications for Roads and Bridges Works for State Road Authorities (COLTO)

3. SCOPE OF WORK

The LDPWRI envisages implementing Household Routine Maintenance projects across 04 Local Municipalities (Elias Motsoaledi, Ephraim Mogale, Fetakgomo/ Tubatse, and Makhuduthamaga) within the Sekhukhune District. One (01) social consultant is required per local Municipality.

NOTES:

It is compulsory for bidders to bid for all Local Municipalities within the District as indicated on the Bill of Quantities (BOQ), failure to do so will render the bid nonresponsive.

The awarding of the Tender shall be limited to only one Local Municipality per bidder only. However, the Department reserves the right to award one bidder more than one Local Municipality on condition that there are no sufficient recommendable bidders within the District.

4. EXPECTED DELIVERABLES

4.1 PHASE 1 : PLANNING AND MOBILIZATION

- 4.1.1 Project inception
- 4.1.2 Stakeholder identification
 - Establishment of PLC
- 4.1.3 Social Impact Assessment
- 4.1.4 Social Management Plan
- 4.1.5 Reporting

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4.2 PHASE 2: IMPLEMENTATION

- 4.2.1 Communication plan
- 4.2.2 Recruitment / Labour plan
- 4.2.3 Project site monitoring
- 4.2.4 Training and Workshop
- 4.2.5 Reporting

4.3 PHASE 3: COMPLETION & HAND OVER

- 4.3.1 Dissolving of PLC
- 4.3.2 Project Evaluation and Closure Report

5. PERIOD/DURATION OF PROJECT/ASSESSMENT

Project duration is for the period of 36 Months or linked to awarded Household Routine Maintenance Project term.

6. COSTING/COMPREHENSIVE BUDGET

- 6.1 A comprehensive budget must be provided inclusive of all disbursement costs, expenses and VAT.
- 6.2 Starting point for traveling distances under this Bid shall be calculated/referenced from the local municipality deemed to be the central point of the area of operation, except where a person/s continue from one departmental office/site to another for the next activity of the day.

Travelling cost shall only be claimed/paid upon completion of the relevant works/activities. In instances where the service provider fails to complete the works/activities due to reasons within the service provider's control, the Department will not be liable for the travelling costs incurred.

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7. EVALUTATION CRITERIA

7.1 STAGE 1: ADMINISTRATIVE REQUIREMENTS /COMPLIANCE

7.1.1

ADMINISTRATIVE REQUIREMENTS/COMPLIANCE

Noncompliant to the following administrative requirements will lead to disqualification:

- Fully completed SBD forms (1, 3.3, 4 and 6.1)
- Bidders must be registered on CSD
- Forms to be completed in full, with black ink (**not typed**).
- The person authorized to sign off the document must initial any correction made on the document.
- Company Profile to be attached
- Prices to be written both in figures and in words on the SBD1
- Cancellation without initializing is not allowed
- Power of attorney / authority for signatory must be duly completed and signed
- Form of Offer must be duly signed and completed
- Bills of Quantities must be completed in full of a black ink and not typed.
- Usage of correction fluid will lead to disqualification
- Submit the bid document in its original form, any attachment must be submitted separately with the bid document.
- Completion of the bid document (or returnable schedules) using pencil will lead to disqualification.

7.2 STAGE 2: FUNCTIONALITY CRITERIA

- 7.2.1 Only bid proposals that meets administrative requirements will be considered to be evaluated further on functionality criteria,
7.2.2 The bidder must score a minimum of 60% during Stage 2 (functionality / technical) of the evaluation to qualify for Stage 3 of the evaluation where only points for price and specific goals will be considered.

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Scoring of Functionality:

0= Non-compliant, 1= Poor, 2=Average, 3=Good, 4=Excellent

NO	CRITERIA	WEIGHT	POINTS SCORED	WEIGHT X POINTS SCORED
1	Experience / track record of Company For the purpose of this bid, the Service Provider will need to provide details of Company on previous experience of social consultancy in infrastructure projects.			
1.1	Company previous relevant experience in infrastructure projects. 0 years = (0 point) 1years = (1 point) 2-4 years = (2 points) 5-6 years = (3 points) 7 and above (4 points) A list of contactable references for the company in providing social consultancy in infrastructure projects must be provided and should include the following: <ul style="list-style-type: none"> Name of the client Contact person at client, telephone number/s and e-mail address Date(s) work was performed Type of work conducted Signed appointment letters / purchase orders	40		
1.2	Track Record of the Company <ul style="list-style-type: none"> 0 Reference Letters on completed projects (0 point) 	15		

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FOR A PERIOD OF 36 MONTHS

	<ul style="list-style-type: none"> ▪ 1 Reference Letters on completed projects (1 point) ▪ 2 to 4 Reference Letters on completed projects (2 points) ▪ 5 to 6 Reference Letters on completed projects (3 points) ▪ 7 and more Reference Letters on completed projects (4 points) 			
2.	Project Leader Capability (profiles of key staff and persons to be assigned to the project).			
2.1	Project leader Qualification: <ul style="list-style-type: none"> ▪ Certificate in Development Studies, Social Sciences, Community Development and or Stakeholder Management (1 point) ▪ Diploma in Social Sciences / Community Development/ Stakeholder Management (2 points) ▪ B-Tech/Degree in Social Sciences / Community Development/ Stakeholder Management (3 points) ▪ Honours or higher in Social Sciences / Community Development or higher (4 points) 	20		

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FOR A PERIOD OF 36 MONTHS

2.2	Relevant Experience of the project leader in infrastructure projects : <ul style="list-style-type: none"> ▪ None infrastructure projects (0 point) ▪ 1 infrastructure projects (1 point) ▪ 2-4 infrastructure projects (2 points) ▪ 5-6 infrastructure projects (3 points) ▪ 7 or more infrastructure projects (4 points) 	25		
TOTAL		100		

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The total score for Functionality = $\frac{\text{Total score obtained by the Bidder}}{490 \text{ (Maximum score)}} \times 100$

Minimum functionality score to qualify for further evaluation:	60%
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Tenderers who fail to achieve the minimum functionality score will be rendered as nonresponsive and will not be further consideration

c) Risk assessment in terms of Risk to the Employer

Tender offers are judged by an evaluation panel in terms of risk to the Employer. Such risk will be evaluated against technical and commercial risk criteria listed below. Such risk will be evaluated against the criteria listed below. Each criterion carries the same weight / importance and will be evaluated individually by the Bid Evaluation Committee appointed on the project. An assessment of unacceptable risk on any single criterion will constitute unacceptable risk for the award as a whole, resulting in the tender to be disqualified and removed from further consideration.

In order for the evaluation reports to be prepared by the Bid Evaluation Committee, the Tenderer is obliged to provide comprehensive information. Failure to complete the said form will cause the tender to be declared non-responsive and removed from any further consideration. Information provided in the returnable documentation must be provided in sufficient detail to enable the evaluation panel to evaluate the risk criteria set out below.

The Employer reserves the right to request further clarification, elucidation, additional documentation / information, etc. as may be required to evaluate the tender. The afore-mentioned can also entail that the persons, named in the schedule and Data provided by the Service Provider, as indicated above, be invited to an interview.

The information must be provided by the Tenderer within the stipulated time as determined by the Bid Evaluation Committee, failing which the tender offer will *mutatis mutandis* be declared non-responsive.

The risk criteria are as follows:

Technical risks:

Criterion 1: Experience on comparable projects

The tendering Service Provider's experience on comparable projects. The number of current and previous comparable projects performed by the Tenderer as per the evaluation report prepared by the Bid Evaluation Committee, based on its research and inspection of a representative sample of the Tenderer's previous work.

Aspects to be regarded as "comparable" includes (but may be extended according to circumstances): size of projects (measured against monetary value or other project quantifying parameters), nature of projects (engineering), locality/area of execution (site-specific influences, knowledge of local conditions, etc.), complexity of project, projects for similar irrespective of end purpose created or in progress of being created and time scales of projects (normal, fast track, etc.) and stage of its/their development.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the experience and performance of the tendering Service Provider from information submitted with the tender (in written-, report- and/or brochure format), and upon further investigations/reference checks that may be performed, for which purpose the tendering Service Provider must include names and contact particulars of present and previous Employers to whom services are/were rendered. The Employer retains the right to contact references not mentioned by the tendering Service Provider. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.**

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Commercial risks:

The financial viability assessment evaluates the risk over the life of the service contract period, as to whether the tenderer will be able to deliver the services which are specified in the contract and / or be able to fulfill assurances provided for in the contract in order to complete the project successfully.

Aspects to be considered include but not limited to, the respective rates tendered, financial capability and capacity whether the tenderer has or has access to sufficient financial resources to deliver the services described in the tender documentation (including fulfilling any guarantees claims), whether the tenderer is not subject to any current or impending legal action (either formal proceedings or notification of legal action) which could impact on the financial standing of the tenderer or the delivery of services, management accounts / financial report from auditors as proof of current liquidity, and company or any parent company or investor guarantee/s and financial statements.

[An opinion will be formed by each of the members of an evaluation panel according to his/her assessment of the financial viability of the amount tendered in order to render the service. Members of the evaluation panel will discuss their respective risk perceptions in order to reach consensus, failing which the specific risk will be put to the vote. **No risk assessment will be performed for this criterion in the absence of relevant information/ curricula vitae with the tender and will therefore render the tender as unacceptable and will be excluded from further consideration.]**

Note: Any tender not complying with all of the above-mentioned stipulations will be regarded as non-responsive and will therefore not be considered for further evaluation.

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8. STAGE 3: Preference Point System (80/20)

8.1. Calculation of points for price

Step 1: Calculation of points for Price

The PPPFA prescribes that the lowest acceptable bid will score 80 points for price. Bidders that quoted higher prices will score lower points for price on a pro-rata basis. The formula to be used for calculating points scored for price is the following:

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

Where

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

Points scored must be rounded off to the nearest 2 decimal places

Step 2: Calculation of points for Specific goals

Points shall be awarded to a bidder for attaining points for specific goals in accordance with the table below

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)
Persons who had no franchise in national elections prior to 1984 and 1994 (Attach Certified copy of SA ID)		6		
Women (Attach Director's Certified copy of SA ID)		3		
Disabled Persons(Attach letter from Professional Health)		2		
Promotion of SMMEs (Attach Financial Statement)		2		
Enterprises located in Limpopo Province and or District (Attache Proof of address / Lease agreement)		4		
Promotion of youth (Attach Director's Certified copy of SA ID)		1		
Promotion of South African owned enterprise (Attach Director's Certified copy of SA ID)		2		

The points scored for price shall be added to the points scored for Specific goals to obtain the bidder's total points scored out of 100.

Award of contract to bids not scoring the highest number of points

(a) A contract will be awarded to the bidder who scored the highest total number of points subject to sub

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	<p>regulation (9) and regulation 11 of the Act.</p> <p>(b) In exceptional circumstances a contract may, on reasonable and justifiable grounds, be awarded to a bidder that did not score the highest number of points. The reasons for such a decision must be approved and recorded for audit purposes and must be defensible in a court of law.</p> <p>Evaluation of bids that scored equal points</p> <p>(a) In the event that two or more bids have scored equal total points, the successful bid must be the one that scored the highest points for specific goals.</p> <p>(b) If two or more bids have equal points, including equal preference points for specific goals, the successful bid must be the one scoring the highest score for functionality.</p> <p>(c) In the event that two or more bids are equal in all respects, the award must be decided by the drawing of lots.</p>
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APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

9. SPECIAL CONDITIONS:

9.1 Award of the bid

This contract will be awarded in terms of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) and its Regulations as well as the Limpopo Preferential Procurement Policy, 2005.

9.2 Limpopo Department of Public Works, Roads and Infrastructure reserves the right to:-

- a. Request further information from any bidder after the closing date,
- b. Verify information and documentation of the respective bidder,
- c. Award one bidder more than one Group per District on condition that there are no sufficient recommendable bidders within the District.

9.3 The Service Provider will submit monthly progress reports to the Programme Manager, within four (4) days after the end of each month and the final report four (4) weeks before the project end date. Failure to submit the required reports on time will result in penalties.

9.4 The Programme Manager shall do the ongoing performance management of the Service agreement.

9.5 The Service Provider/s must guarantee the presence of the senior in charge of fieldwork throughout the duration of the contract. Prior to the appointment of a replacement senior, the Programme Manager must approve such appointment. If the senior has to leave the project, a period of at least a month is required in which the senior must work parallel with the next person (senior consultant with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge.

9.6 All the conditions specified in the General Conditions of Contract (GCC) will apply and where the conditions in the special conditions of contract contradicts the conditions in the general conditions of contract the special conditions of contract will prevail.

9.7 Please take note that LDPWRI is not bound to select any of the firms submitting proposals. LDPWRI reserves the right not to award any of the bids and not to award the contract to the lowest bidding price.

9.8 Bidders must score a minimum of 60% (The minimum qualifying score that must be obtained for functionality in order for a Bid to be considered further should not be generic). It should be determined separately for each bid on a case-by-case basis. The proposal should include, amongst other, the following:

- A proposed plan of action;
- A list of references with contact details;
- Ability to ensure continuing of staff on the project.

9.9 A valid Tax Compliance Status with Pin issued by SARS to the supplier/copy of Central Supplier Database (CSD)/ MA supplier Number must be submitted together with the bid.

9.10 In case of bids where Consortia / Joint Ventures / Sub-contractors are involved, such must be clearly indicated and each party must submit a separate proof of Tax Compliance or Tax Compliance Status with Pin or CSD/ MA supplier Number together with the bid.

9.11 Bidders must be Tax compliant throughout the bidding stages

9.12 Failure to comply with Tax matters may result in the invalidation of the bid.

9.13 A foreign recommended bidder with neither South African tax obligation nor history of doing business in South Africa must complete Standard Bidding Document (SBD 1) and the

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

information must be submitted to SARS on the following email governmentinstitute@sars.gov.za to issue a confirmation of the tax obligation letter in terms of paragraph 3.6 of the instruction note no 9 of 2017/18.

- 9.14 Comprehensive Curriculum Vitae's (CV) with certified copies of qualifications and professional registration of the staff who will be available for the duration of the contract must be attached. In case where bidders submitted CV's of personnel from other companies, bidders must indicate if the personnel is sub-contracted or employed full time or part-time, and indicate the period of the engagement with the bidder. A signed agreement between two parties or an agreement between personnel and a company must be included with the proposal.
- 9.15 The bid proposals should be submitted with all required information containing technical information.
- 9.16 A breakdown of the hourly tariff inclusive of value-added tax for services rendered. Expenditure incurred without the prior approval of the Programme manager will not be reimbursed.
- 9.17 The LDPWRI will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submission of the bids.
- 9.18 Travelling costs and time spent or incurred between home and office of consultants and the LDPWRI office will not be for the account of the LDPWRI.
- 9.19 Intellectual property rights will belong to the LDPWRI
- 9.20 A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project). profile of the company and description of similar work undertaken, numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities must be provided.
- 9.21 Signed agreement between service providers in the case of a joint venture/Consortium
- 9.22 Letter of authority to sign documents on behalf of the company/joint venture/Consortium.
- 9.23 Before any work can commence the service level agreement must be signed by both parties (LDPWRI and the successful bidder) and an official order must be issued and should there be any dispute regarding the finalisation of the agreement, the LDPWRI reserves the right to cancel the contract with no cost implications for the LDPWRI.
- 9.24 The evaluation of Bids can only be done on the basis of information required by the LDPWRI.
- 9.25 Prospective suppliers and / or public entities interested in pursuing opportunities with the LDPWRI and within the South African government, should be registered on the National Treasury Central Supplier Database.
- 9.26 Prospective suppliers and / or public entities must provide the DPWRI with their CSD registration number on submission of their bid proposals including those of sub-contractors and/ or joint venture companies.
- 9.27 Any supplier who is not registered on CSD during an award stage of the tender will not be considered.

10 Bid Price Qualification

- 10.1. All bid prices must be specified on each item in figures. Price in figures must be acceptable in general accounting language.
- 10.2 Prices quoted must include delivery costs. Furthermore, the bid prices must be in RSA currency and inclusive of Value Added Tax (VAT).
- 10.3 Bid prices must be 'NETT'. Therefore, bidders intending to quote a price less a discount on the unit basis must first deduct the discount and then insert the 'NETT' Price.

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- 10.4 Prices will remain firm for the first twelve (12) months of the contract period. Formal applications for price adjustments, based on the formula prescribed in the Treasury Regulations, and will only be considered after the first twelve months of the contract period.
- 10.5 Price adjustment applications shall be considered on six (06) monthly intervals. Despite any other worded stipulation, no adjustment will be considered before twelve months of contract period have expired.
- 10.6 All price adjustment applications should be substantiated by documentary proof in respect of each factor.

11. PAYMENT TERMS

- 11.1 LDPWRI undertakes to pay out in full or as per deliverables within 30 (thirty) days all valid claims for work done to its satisfaction upon presentation of a substantiated claim and the required reports stipulated in special conditions, final payment will be made upon receipt of approval from the competent Authority. No payment will be made where there is outstanding information/work not submitted by the Service Provider/s until that outstanding information is submitted

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PUBLIC WORKS, ROADS AND INFRASTRUCTURE

LDPWRI-ROADS/20464

T.2: List of returnable documents

The tender must complete the following returnable document:

T.2.1 List of returnable documents that form part of the tender evaluation

- T.2.1(a) Certificate of Authority
- T.2.1(b) Record of Addenda to Tender Documents if applicable
- T.2.1(c) Specific Goals Status
- T.2.1(d) Audited Annual Financial Statements Declaration
- T.2.1(e) Schedule of the bidder's previous relevant experience
- T.2.1(f) Qualification and experience of the key personnel

T.2.2. Other documents required for tender evaluation purposes

The tenderer must provide the following returnable documents:

- T.2.2(a) Tax compliance CSD detailed report not older than one month before the tender closing date
- T.2.2(b) Certified Copy of company registration certificate (eg, Ck, Cm, etc)
- T.2.2(c) Certified ID copies of shareholders/directors
- T.2.2(d) Letter from a Health Professional (In case of persons living with disabilities)
- T.2.2(e) Proof of business address/Lease agreement (in the name of the bidding entity)
- T.2.2(f) Suitable audited annual financial statements for the preceding financial year within 12 months of the financial year end
- T.2.2(g) A letter of Good Standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

T.2.3. Documentation to demonstrate eligibility to have tenders evaluated

- T.2.3(a) Company organogram and experience
- (b) Qualifications & experience of the Bidder's proposed key personnel.

T.2.4. Other documents that may be incorporated into the contract

- *Additional documentation including all attachments shall be submitted in a separate, properly bound document.*

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

T.2. Returnable Schedules

NB. Additional documentation including certificates shall be submitted in a separate, properly bound, document.

T.2.1(a): Certificate of Authority

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must fully complete the certificate set out below for the relevant category.

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

A. Certificate for company

I,....., chairperson of the board of directors of hereby confirm that by resolution of the board (copy attached) taken on20..., Mr/Ms.....acting in the capacity of.....,was authorised to sign all documents in connection with this tender and any contract resulting from it on behalf of the company.

As witness

1.....
Chairman

2.....

Date

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

B. Certificate of partnership

We, the undersigned, being the key partners in the business trading as hereby authorise Mr/Ms....., acting in the capacity of.....to sign all documents in connection with the tender for

Contract.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

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C. Certificate for sole proprietor

I,, hereby confirm that I am the sole owner
of the business trading
as.....

As Witness:

1.....
Signature: Sole owner

2.....
Date

D. Certificate for Close Corporation

We, the undersigned, being the key members in the
business trading as.....hereby authorise
Mr/Mrs.....

Acting in the capacity of....., to sign all
documents in connection with the tender for Contract
No:.....and any contract resulting from it on our
behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

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E: Certificate of Authority for Joint Ventures

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
JV partner 1		
JV partner 2		
JV partner 3		
JV partner 4		

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T.2.1(b): Record of Addenda to tender documents

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:		
	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

SIGNED ON BEHALF OF BIDDER:

.....

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T.2.1(c): Specific Goals status

Preamble

1. In terms of Regulations 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 in table 1 below as may be supported by proof/documentation stated in the conditions of this tender.
2. In cases where organs of 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 of –
 - a. an invitation for the 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 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, then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference 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)
Persons who had no franchise in national elections prior to 1984 and 1994 (Attach Certified copy of SA ID)		6		
Women (Attach Director's Certified copy of SA ID)		3		
Disabled Persons(Attach letter from Professional Health)		2		
Promotion of SMMEs (Attach Financial Statement)		2		
Enterprises located in Limpopo Province and or District (Attache Proof of address / Lease agreement)		4		
Promotion of youth (Attach Director's Certified copy of SA ID)		1		
Promotion of South African owned enterprise (Attach Director's Certified copy of SA ID)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number.....

Type of Company/firm

- ☐ Partnership/Joint Venture/Consortium
- ☐ One-Person business/sole propriety
- ☐ Close Corporation

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- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

I, the undersigned, who is duly authorised to do so on behalf of the company, certify that the points claimed, based on the specific goals as advised in the tenderer, and qualifies the company/firm for the preference 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 paragraph 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. In the specific goals have been claimed on a fraudulent basis or any of the conditions of contract have 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 that person's conduct;
 - 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:

.....

.....

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

T.2.1(d): Audited Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:

☐ Internally
☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]

☐ enterprise has had its financial statements audited;

name of auditor

☐ enterprise is required by law to have an independent review of its financial statements

name of independent reviewer

☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.

[Attach the income statement and the balance sheet contained in the financial statement]
- 6) The annual turnover for the last financial year is R
- 7) The total assets as at the end of the last financial year is R
- 8) The total liabilities as at the end of the financial year is R

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed

Date

Name

Position

Tenderer

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

T.2.1(e): Schedule of The Bidder's Previous Relevant Experience

The following is a statement of **similar** work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

NOTE: In order for the Bidder to claim points for Experience under Functionality for the above listed projects, the Bidder must attach the following proof for each of the projects:

- Copy of Appointment Letter and referral letter from the client.

SIGNED ON BEHALF OF BIDDER:

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENENCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

T.2.1(f): QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

Tenderers complete the table below in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached. Only one person may be entered against each category. No person may fill two categories. Key staff must be in the direct employ of the Tenderer.

Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) – attach certified copies of professional registrations and qualification

Designation	Name / Prof. Status	Experience
	Prof. Reg. No. / Date	Initial qualification and year obtained
Project Leader		

SIGNED ON BEHALF OF THE TENDERER:

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PART C3: SCOPE OF SERVICES

Limpopo Department of Public Works Roads & Infrastructure is calling for Social Facilitation Service Providers to be part of a panel for the execution of Roads infrastructure projects for a period of 36 months, with no guarantee of any work. The shortlisted panel will provide social facilitation services for the implementation of roads construction/maintenance and any other maintenance services on various roads infrastructure projects across the province as and when a need arise.

The Scope of Services required is as follows:

PROVISION FOR SOCIAL CONSULTANT SPECIFICATIONS FOR SOCIAL CONSULTANT

Duties of a Social Consultant

PHASE 1: PLANNING & MOBILISATION

➤ Stakeholder identification & consultation

- (i) Arranging meetings with stakeholders
- (ii) Attending stakeholder meetings
- (iii) Report monthly progress

➤ PSC Establishment

- (i) Arrange meetings with stakeholders to facilitate the selection of PSC
- (ii) Arrange and conduct workshops with PSC

➤ Awareness creation

- (i) Arrange meetings for awareness creation
- (ii) Facilitate awareness workshops and minute proceedings
- (iii) Report writing

PHASE 2: IMPLEMENTATION

➤ Facilitate recruitment, appointment and termination of participants

- (i) Arrange meetings with PSC and explain policies as well as selection criteria
- (ii) Confirm & Consolidate lists from all affected wards/villages,
- (iii) Prepare a register of all beneficiaries
- (iv) Meeting with the contractor and PSC to discuss participants' requirements
- (v) Facilitate the appointment of participants as per the registers
- (vi) Facilitate the induction of participants and signing of contracts

➤ Workshop Team Leaders

- (i) Conduct workshop (terms of reference, maintaining attendance register, Disciplinary procedures, Contract of employment, Reporting)
- (ii) progress reports in a prescribed format

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➤ **Arrange and Monitor Training of participants**

- (i) Identify the participants' training needs
- (ii) Facilitate the appointment of training providers
- (iii) Meeting with the contractor & training providers to finalise training logistics & training schedules
- (iv) Attend to participants' training workshops

➤ **Project Site Monitoring**

- (a) Site visits to monitor the welfare of Beneficiaries which are the following:
 - provision of drinking water and sanitation facilities
 - provision of safety clothing and injuries
 - payment of wages
 - on-going appointment and termination of participants
 - conflict /Dispute resolution
 - update labour statistics
- (b) compile monthly report in a prescribed format

➤ **Monthly Progress meetings**

- (i) Arrange PSC meetings
- (ii) Attend site meetings, minute proceedings and present reports

FINAL PHASE: COMPLETION & HAND OVER

➤ **Dissolve PSC**

Arrange for the last PSC meeting after project completion (outstanding payments, PSC reimbursement, training certificates, UIF, Compensation, etc)

➤ **Project Evaluation**

Review projects in terms of objectives, successes, failures and compile evaluation

➤ **Closure report**

submit four (4) copies of close-out report

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MONTHS**

PRICING INSTRUCTIONS

1 For the purposes of this bill of quantities, the following words shall have the meanings hereby assigned to them:

Unit: The unit of measurement for each item of work as defined in the standard specifications or the project specifications.

Rate: The payment per unit of work for which the Bidder tenders to do the work.

Lump Sum: An amount tendered for an item, the extent of which is described in the bill of quantities, the specifications or elsewhere, but of which the quantity of work is not measured in units.

2 This bill of quantities forms part of the contract documents and must be read in conjunction with all the other documents comprising the contract documents.

3 The quantities set out in the bill of quantities are only approximate quantities. The quantities of work finally accepted and certified for payment, and not the quantities given in the bill of quantities, will be used to determine payments to the contractor.

The validity of the contract shall in no way be affected by differences between the quantities in the bill of quantities and the quantities finally certified for payment. Work is valued at the rates or lump sums tendered, subject only to the provisions of sub-clause M0208 (a) of the standard specifications.

4 Rates and lump sums shall include full compensation for overheads, profits, incidentals, tax (other than VAT), etc, and for the completed items of work as specified, all in accordance with sub-clause M0208 (b) of the standard specifications. Full compensation for completing and maintaining, during the defects liability period, all the work shown on the drawings and specified in the standard specifications and project specifications and for all the risks, obligations and responsibilities specified in the general conditions of contract, special conditions of contract, standard specifications and project specifications shall be considered as provided for collectively in the items of payment given in the bill of quantities, except in so far as the quantities given in the bill of quantities are only approximate.

5 The Bidder shall fill in a rate or a lump sum for each item where provision is made for it even where no quantities are given. Items against which no rate or lump sum has been entered in the tender will not be paid for when the work is executed, as payment for such work will be regarded as being covered by other rates or lump sums in the bill of quantities.

The Bidder shall fill in a rate against all items where the words "rate only" appear in the amount column. Although no work is foreseen under such item and no quantities are consequently given in the quantity column, the tendered rate shall apply should work under this item actually be required. Tenders should note the provisions of paragraph 12 of this preamble.

If the tender should group a number of items together and tender one lump sum for each group of items, this single tendered lump sum shall apply to that group of items and not to each individual item, or should he indicate that full compensation for any item has been included in the rate for another item, the rate for the item included in another item shall be deemed to be nil.

The tendered lump sums and rates shall be valid irrespective of any change in the quantities during the execution of the contract.

6 The works executed are measured for payment in accordance with the methods described in the contract documents under the various payment items, notwithstanding any custom to the contrary.

7 The amount of work or the quantities of material stated in the bill of quantities shall not be considered as restricting or extending the amount of work to be done or quantity of material to be supplied by the contractor.

8 The statement of quantities of material or the amount of work in the bill of quantities shall not be regarded as authorisation for the contractor to order material or to execute work. The

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contractor shall obtain the engineer's detailed instructions for all work before ordering any materials or executing work or making arrangements in this regard.

9 The short descriptions of the payment items in the bill of quantities are only given to identify the items and to provide specific details. Reference shall, inter alia, be made to the drawings, standard specifications, project specifications, general conditions of contract and special conditions of contract for more detailed information regarding the extent of work entailed under each item.

11 The provisions of clause 6.6 of the general conditions of contract shall apply to provisional sums and prime cost sums.

11 Where the Bidder elect to confirm the tender offer as tendered, correct the errors as follows: If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected. Where there is an error in the total of the prices either as a result of the other corrections required by this checking process or in the Bidders addition of prices, the total of the prices shall govern and the Bidder will be asked to revise selected item prices (and their rates if bill of quantities apply) to achieve the tendered total of the prices.

12 A tender may be rejected if the unit rates or lump sums for some of the items in the bill of quantities are, in the opinion of the employer, unreasonable or out of proportion, and if the Bidder fails, within a period of seven (7) days of having been notified in writing by the employer to adjust the unit rates or lump sums for such items, to make such adjustments.

13 The units of measurement indicated in the bill of quantities are metric units

The following abbreviations are used in the bill of quantities:

km	=	kilometre
No	=	number
PC sum	=	prime cost sum
Prov sum	=	provisional sum

14 All rates and sums of money quoted in the bill of quantities shall be in rands and whole cents. Fractions of a cent shall be discarded

15 The item numbers appearing in the bill of quantities refer to the corresponding item numbers in the standard specifications. Item numbers prefixed by the letter M refer to payment items described under part M of the project specifications, those with B to payment items described under part B, and so on for further parts of the project specifications.

16. Labour intensive items are highlighted in the bills of quantities for the payment items relating to labour intensive works.

16.1 Those parts of the contract to be constructed using labour intensive methods have been marked in the bills of quantities with the letters LI against every item so designated. The works or parts of the works so designated are to be constructed using labour intensive methods only. The use of plant to provide such works, other than plant specifically provided for in the scope of work, is a variation to the contract. The letters marked with LI are **not necessarily an exhaustive list** of all items which must be done by hand, and this clause does not override any of the requirements in the generic labour intensive specification in the Scope of Works.

16.2 Payment for items which are designated to be constructed using labour intensively in the schedule of quantities will not be made unless they are constructed using labour intensive methods. Any unauthorised use of plant to carry out work which was to be done labour intensively will not be condoned and any work so constructed will not be certified for payment. If a contractor, through innovation on other activities, achieved the Local labour content target, but he did not perform all LI-marked activities through labour, he will not be penalized. However, if a contractor did not achieve the Local labour content target and constructed a LI-marked activity through other means, he will not be paid for that activity. Any non-payment for such

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

works shall not relieve the Contractor in any way from his obligations either in contract or in delict.

17. All cost for formal training to the targeted workforce (amongst others: allowances, wages, administration, transport, etc) shall be deemed to be included in the rates for Labour Intensive items.

ELIAS MOTSOLEDI LOCAL MUNICIPALITY

BOQ					
1	PHASE 1: PLANNING & MOBILISATION				
	Activities	Unit	Quantity	Rate	Amount
1,1	Project Inception				
	Conduct field assessment to determine scope of work	No.		1	
	Social Impact assessment report	L/SUM		1	
	Social Management Plan	L/SUM		1	
	Sub Total				
1,2	Stakeholder identification & consultation				
	Arranging meetings with stakeholders	No.	1		
	Attending stakeholder meetings (local municipalities, chiefs, Development of Structures)	No.	1		
	Report writing	No.	1		
	Sub Total				
1,3	Awareness Creation				
	Arrange meetings for awareness creation	No.	1		
	Facilitate awareness workshops and Minute the proceedings	No.	1		
	Report Writing	No.	1		
	Sub Total				
1,4	PLC Establishment				
	Arrange meetings with stakeholders	No.	1		
	Facilitate the selection of PLC	L/SUM	1		
	Compile a report	No.	1		
	Sub Total				
1,5	PLC Workshop				
	Arrangement for the workshop	No.	1		
	Conduct workshop	No.	1		
	Sub Total				
	Total Phase 1				
2	PHASE 2: IMPLEMENTATION & MONITORING				
2.1	Labour Recruitment, Appointment & Termination				

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Arrange meetings	No.	1		
	Attend meetings to explain the policy and selection criteria per village	No.	1		
	Register interested individuals per village	L/SUM	1		
	Compile a labour recruitment report	L/SUM	1		
	Meeting with the contractor and PLC to discuss labour requirements	No.	1		
	Facilitate appointment workers as per the registers	L/SUM	1		
	Facilitate induction of workers and signing of contracts	L/SUM	1		
	Sub Total				
2,2	Training of workers				
	Identify training needs and compilation of report	L/SUM	1		
	Meeting with the contractor & training provider to finalise training logistics and scheduling of training	No.	1		
	Attend workers training workshops	No.	1		
	Sub Total				
2,3	Project Site Monitoring (1 x per month)				
	Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers)	Month	1		
	Compile monthly report	Month	1		
	Sub Total				
2,4	PLC Meeting per month (1 x per month)				
	Attend site meeting and minute the proceedings	Month	1		
	Arrange for PLC meetings	Month	1		
	Sub Total				
	Total Phase 2				
3	PHASE 3: COMPLETION & HAND OVER				
	Activities				
3.1	Dissolve PLC				
	Arrange for the last PLC meeting after project completion	L/SUM	1		
	Attend, minute and presents last progress report	L/SUM	1		

CONFIDENTIAL DOCUMENT

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Sub Total				
3,2	Project Evaluation				
	Review projects in terms of objectives, successes, failures compile evaluation and Closure report	L/SUM	1		
	Sub Total				
	Total Phase 3				
	Travelling per KM	KM	1		
4	DISBURSEMENTS				
	Completion report (1 hard copy and 1 Electronic Copy)	L/SUM	1		
	Reproduction (training materials)	L/SUM	1		
	Catering for PLC workshop	No.	1		
	Catering for team leaders workshop	No.	1		
	Sub Total				
	Total Consultants Fees				
	Disbursements				
	TOTAL COSTS				
	VAT @ 15%				
	GRAND TOTAL				

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

EPHRAIM MOGALE LOCAL MUNICIPALITY

BOQ					
1	PHASE 1: PLANNING & MOBILISATION				
	Activities	Unit	Quantity	Rate	Amount
1,1	Project inception				
	Conduct field assessment to determine scope of work	No.		1	
	Social Impact assessment report	L/SUM		1	
	Social Management Plan	L/SUM		1	
	Sub Total				
1,2	Stakeholder identification & consultation				
	Arranging meetings with stakeholders	No.	1		
	Attending stakeholder meetings (local municipalities, chiefs, Development of Structures)	No.	1		
	Report writing	No.	1		
	Sub Total				
1,3	Awareness Creation				
	Arrange meetings for awareness creation	No.	1		
	Facilitate awareness workshops and Minute the proceedings	No.	1		
	Report Writing	No.	1		
	Sub Total				
1,4	PLC Establishment				
	Arrange meetings with stakeholders	No.	1		
	Facilitate the selection of PLC	L/SUM	1		
	Compile a report	No.	1		
	Sub Total				
1,5	PLC Workshop				
	Arrangement for the workshop	No.	1		
	Conduct workshop	No.	1		
	Sub Total				
	Total Phase 1				
2	PHASE 2: IMPLEMENTATION & MONITORING				
2.1	Labour Recruitment, Appointment & Termination				
	Arrange meetings	No.	1		
	Attend meetings to explain the policy and selection criteria per village	No.	1		

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Register interested individuals per village	L/SUM	1		
	Compile a labour recruitment report	L/SUM	1		
	Meeting with the contractor and PLC to discuss labour requirements	No.	1		
	Facilitate appointment workers as per the registers	L/SUM	1		
	Facilitate induction of workers and signing of contracts	L/SUM	1		
	Sub Total				
2,2	Training of workers				
	Identify training needs and compilation of report	L/SUM	1		
	Meeting with the contractor & training provider to finalise training logistics and scheduling of training	No.	1		
	Attend workers training workshops	No.	1		
	Sub Total				
2,3	Project Site Monitoring (1 x per month)				
	Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers)	Month	1		
	Compile monthly report	Month	1		
	Sub Total				
2,4	PLC Meeting per month (1 x per month)				
	Attend site meeting and minute the proceedings	Month	1		
	Arrange for PLC meetings	Month	1		
	Sub Total				
	Total Phase 2				
3	PHASE 3: COMPLETION & HAND OVER				
	Activities				
3.1	Dissolve PLC				
	Arrange for the last PLC meeting after project completion	L/SUM	1		
	Attend, minute and presents last progress report	L/SUM	1		
	Sub Total				
3,2	Project Evaluation				

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APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Review projects in terms of objectives, successes, failures compile evaluation and Closure report	L/SUM	1		
	Sub Total				
	Total Phase 3				
	Travelling per KM	KM	1		
4	DISBURSEMENTS				
	Completion report (1 hard copy and 1 Electronic Copy)	L/SUM	1		
	Reproduction (training materials)	L/SUM	1		
	Catering for PLC workshop	No.	1		
	Catering for team leaders workshop	No.	1		
	Sub Total				
	Total Consultants Fees				
	Disbursements				
	TOTAL COSTS				
	VAT @ 15%				
	GRAND TOTAL				

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

FETAKGOMO / TUBATSE LOCAL MUNICIPALITY

BOQ					
1	PHASE 1: PLANNING & MOBILISATION				
	Activities	Unit	Quantity	Rate	Amount
1,1	Project inception				
	Conduct field assessment to determine scope of work	No.		1	
	Social Impact assessment report	L/SUM		1	
	Social Management Plan	L/SUM		1	
	Sub Total				
1,2	Stakeholder identification & consultation				
	Arranging meetings with stakeholders	No.	1		
	Attending stakeholder meetings (local municipalities, chiefs, Development of Structures)	No.	1		
	Report writing	No.	1		
	Sub Total				
1,3	Awareness Creation				
	Arrange meetings for awareness creation	No.	1		
	Facilitate awareness workshops and Minute the proceedings	No.	1		
	Report Writing	No.	1		
	Sub Total				
1,4	PLC Establishment				
	Arrange meetings with stakeholders	No.	1		
	Facilitate the selection of PLC	L/SUM	1		
	Compile a report	No.	1		
	Sub Total				
1,5	PLC Workshop				
	Arrangement for the workshop	No.	1		
	Conduct workshop	No.	1		
	Sub Total				
	Total Phase 1				
2	PHASE 2: IMPLEMENTATION & MONITORING				
2.1	Labour Recruitment, Appointment & Termination				
	Arrange meetings	No.	1		
	Attend meetings to explain the policy and selection criteria per village	No.	1		

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Register interested individuals per village	L/SUM	1		
	Compile a labour recruitment report	L/SUM	1		
	Meeting with the contractor and PLC to discuss labour requirements	No.	1		
	Facilitate appointment workers as per the registers	L/SUM	1		
	Facilitate induction of workers and signing of contracts	L/SUM	1		
	Sub Total				
2,2	Training of workers				
	Identify training needs and compilation of report	L/SUM	1		
	Meeting with the contractor & training provider to finalise training logistics and scheduling of training	No.	1		
	Attend workers training workshops	No.	1		
	Sub Total				
2,3	Project Site Monitoring (1 x per month)				
	Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers)	Month	1		
	Compile monthly report	Month	1		
	Sub Total				
2,4	PLC Meeting per month (1 x per month)				
	Attend site meeting and minute the proceedings	Month	1		
	Arrange for PLC meetings	Month	1		
	Sub Total				
	Total Phase 2				
3	PHASE 3: COMPLETION & HAND OVER				
	Activities				
3.1	Dissolve PLC				
	Arrange for the last PLC meeting after project completion	L/SUM	1		
	Attend, minute and presents last progress report	L/SUM	1		
	Sub Total				
3,2	Project Evaluation				

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Review projects in terms of objectives, successes, failures compile evaluation and Closure report	L/SUM	1		
	Sub Total				
	Total Phase 3				
	Travelling per KM	KM	1		
4	DISBURSEMENTS				
	Completion report (1 hard copy and 1 Electronic Copy)	L/SUM	1		
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	Catering for PLC workshop	No.	1		
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	Sub Total				
	Total Consultants Fees				
	Disbursements				
	TOTAL COSTS				
	VAT @ 15%				
	GRAND TOTAL				

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

MAKHUDUTHAMAGA LOCAL MUNICIPALITY

BOQ					
1	PHASE 1: PLANNING & MOBILISATION				
	Activities	Unit	Quantity	Rate	Amount
1,1	Project inception				
	Conduct field assessment to determine scope of work	No.		1	
	Social Impact assessment report	L/SUM		1	
	Social Management Plan	L/SUM		1	
	Sub Total				
1,2	Stakeholder Identification & consultation				
	Arranging meetings with stakeholders	No.	1		
	Attending stakeholder meetings (local municipalities, chiefs, Development of Structures)	No.	1		
	Report writing	No.	1		
	Sub Total				
1,3	Awareness Creation				
	Arrange meetings for awareness creation	No.	1		
	Facilitate awareness workshops and Minute the proceedings	No.	1		
	Report Writing	No.	1		
	Sub Total				
1,4	PLC Establishment				
	Arrange meetings with stakeholders	No.	1		
	Facilitate the selection of PLC	L/SUM	1		
	Compile a report	No.	1		
	Sub Total				
1,5	PLC Workshop				
	Arrangement for the workshop	No.	1		
	Conduct workshop	No.	1		
	Sub Total				
	Total Phase 1				
2	PHASE 2: IMPLEMENTATION & MONITORING				
2.1	Labour Recruitment, Appointment & Termination				
	Arrange meetings	No.	1		
	Attend meetings to explain the policy and selection criteria per village	No.	1		

APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Register interested individuals per village	L/SUM	1		
	Compile a labour recruitment report	L/SUM	1		
	Meeting with the contractor and PLC to discuss labour requirements	No.	1		
	Facilitate appointment workers as per the registers	L/SUM	1		
	Facilitate induction of workers and signing of contracts	L/SUM	1		
	Sub Total				
2,2	Training of workers				
	Identify training needs and compilation of report	L/SUM	1		
	Meeting with the contractor & training provider to finalise training logistics and scheduling of training	No.	1		
	Attend workers training workshops	No.	1		
	Sub Total				
2,3	Project Site Monitoring (1 x per month)				
	Monitor the welfare of workers (monitoring provision of drinking water and sanitation facilities; monitoring of provision of safety clothing and injuries; ongoing appointment and termination of labourers)	Month	1		
	Compile monthly report	Month	1		
	Sub Total				
2,4	PLC Meeting per month (1 x per month)				
	Attend site meeting and minute the proceedings	Month	1		
	Arrange for PLC meetings	Month	1		
	Sub Total				
	Total Phase 2				
3	PHASE 3: COMPLETION & HAND OVER				
	Activities				
3.1	Dissolve PLC				
	Arrange for the last PLC meeting after project completion	L/SUM	1		
	Attend, minute and presents last progress report	L/SUM	1		
	Sub Total				
3,2	Project Evaluation				

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APPOINTMENT OF PROFESSIONAL SOCIAL CONSULTANTS FOR ROAD MAINTENANCE PROJECTS IN SEKHUKHUNE DISTRICT FOR A PERIOD OF 36 MONTHS

	Review projects in terms of objectives, successes, failures compile evaluation and Closure report	L/SUM	1		
	Sub Total				
	Total Phase 3				
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4	DISBURSEMENTS				
	Completion report (1 hard copy and 1 Electronic Copy)	L/SUM	1		
	Reproduction (training materials)	L/SUM	1		
	Catering for PLC workshop	No.	1		
	Catering for team leaders workshop	No.	1		
	Sub Total				
	Total Consultants Fees				
	Disbursements				
	TOTAL COSTS				
	VAT @ 15%				
	GRAND TOTAL				

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT

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 Contract (SCC) relevant to a specific bid, should be compiled separately for 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	<p>The following terms shall be interpreted as indicated:</p> <p style="margin-left: 40px;">1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p>
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	<p>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.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>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.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad markets its goods on own initiative in the RSA at</p>
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	<p>lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>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 not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>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 process at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract</p> <p>1.15 "Goods" means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means the 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 sub-contractors) and which 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.</p> <p>1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does not take place.</p> <p>1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p>
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	<p>1.19 "Order" means an official written purchase order issued for the supply of goods or works or the rendering of a services.</p> <p>1.20 "Project site" where applicable, means the place indicated in bidding documents.</p> <p>1.21 "Purchaser" means the organisation purchasing the goods.</p> <p>1.22 "Republic" means the Republic of South Africa.</p> <p>1.23 "SCC" means Special Conditions of Contract.</p> <p>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.</p> <p>1.25 "Written" or "in writing" means handwritten in ink or any other form of electronic or mechanical writing.</p> <p>1.26 IATA means International Air Transport Association</p> <p>1.27 ASATA means Association of Southern African Travel Agents</p>
2. Application	<p>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.</p> <p>2.2 Where applicable, special conditions of the contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
3. General	<p>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</p>

	<p>applicable a non-refundable fee or documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or</p>

	<p>industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<p>7. Performance security.</p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad acceptable to the purchaser, in the form provided in the bidding documents or another form of acceptable to the purchaser, or</p> <p>(b) a cashier's certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p>8. Inspections, tests and analyses</p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organisation acting on behalf of the Department.</p>

	<p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>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 costs of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>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.</p> <p>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.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed 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 requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's 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.</p> <p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on</p>
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	account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<p>10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p>

	<p>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</p> <p>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</p> <p>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</p> <p>(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</p> <p>(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.</p> <p>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.</p>
<p>14 Spare parts</p>	<p>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:</p> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p>

	(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15 Warranty	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>

<p>16 Payment</p>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<p>17 Prices</p>	<p>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.</p>
<p>18 Contract amendments</p>	<p>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.</p>
<p>19 Assignment</p>	<p>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.</p>
<p>20 Subcontracts</p>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.</p>
<p>21 Delays in the supplier's performance</p>	<p>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.</p> <p>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</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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.</p>
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22 Penalties	<p>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.</p>
23 Termination for default	<p>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:</p> <ul style="list-style-type: none"> 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. <p>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.</p> <p>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</p>

	<p>doing business with the public sector for a period not exceeding 10 years.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> a) the name and address of the supplier and / or person restricted by the purchaser. b) the date of commencement of the restriction c) the period of restriction; and d) the reasons for the restriction. <p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p>
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	<p>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.</p>
<p>24 Anti-dumping and countervailing duties and rights</p>	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.</p>
<p>25 Force Majeure</p>	<p>25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other</p>

	<p>failure to perform his obligations under the contract is the result of an event of force majeure.</p> <p>25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.</p>
26 Termination for insolvency	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
27 Settlement of Disputes	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>

	<p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) The purchaser shall pay the supplier any monies due the supplier.</p>
28. Limitation of liability	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>a. the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and</p> <p>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.</p>
29. Governing language	<p>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.</p>
30. Applicable law	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
31. Notices	<p>31.1 Every written acceptance of a bid shall be posted to the supplier</p> <p>concerned by registered or certified mail and any other notice to</p>

	<p>him shall be posted by ordinary mail to the address furnished in</p> <p>his bid or to the address notified later by him in writing and such</p> <p>posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing</p> <p>any act after such aforesaid notice has been given, shall be</p> <p>reckoned from the date of posting of such notice.</p>
32 Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties,</p> <p>license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
33 National Industrial Participation (NIP) Programme	<p>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.</p>
34 Prohibition of Restrictive practices	<p>34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible</p>

	<p>imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> <p>34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.</p>
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DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

<p>The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.</p>	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: FAILURE TO ACCPET ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p>		
<p>Signature..... Names (in print)</p> <p>Date</p>		