



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DISCIPLINARY BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

TENDER DOCUMENT

INVITATION TO TENDER FOR PROFESSIONAL SERVICES:

PROFESSIONAL SERVICES PANEL consisting of:

- 1. Civil / structural engineering services**
- 2. Agricultural Engineering services**
- 3. Mechanical / Electrical engineering services**
- 4. Quantity surveying services**
- 5. Architectural services**
- 6. Geotechnical Engineering Services**
- 7. Geohydrologist Services**
- 8. Land Surveying Services**

FOR THE PROJECT:

THE ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DISCIPLINARY BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

TENDER NO: CRDPMP0002 (2021/2022)

CLOSING DATE: 08 SEPTEMBER 2021

CLOSING TIME: 11H00

Name of tenderer:

ISSUED BY:

THE CHIEF DIRECTOR: SUPPLY CHAIN AND FACILITIES MANAGEMENT SERVICES
DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM

INFORMATION ON TENDER BOX

BID BOX INFORMATION

TENDER NO. CRDP-MP0001 (2021/2022)

CLOSING DATE: 08 SEPTEMBER 2021

NON - COMPULSORY CLARIFICATION MEETING: There will be a non-compulsory clarification meeting.

DATE: 31 August 2021

TIME: 11:00

VENUE: A non-compulsory briefing meeting will be held virtually via Microsoft Teams

[Click here to join the meeting](#)

https://teams.microsoft.com/#/pre-join-calling/19:meeting_ZTVkZmVmNmUtMzA1My00ZDc3LTljMiEtMjU0OGU2NjcwYWw@thread.v2

YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE REPUBLIC OF SOUTH AFRICA (DEPARTMENT OF RURAL DEVELOPMENT AND LAND REFORM)

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

Bid documents **must** be deposited in the box which is identified as the bid box of the:

**DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT
MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE
17 VAN RENSBURG STREET
BATELEUR BUILDING
6TH FLOOR
NELSPRUIT
1200**

THE BID BOX OF THE OFFICE OF THE DEPARTMENT OF AGRICULTURE RURAL DEVELOPMENT AND LAND REFORM IS OPEN 24 HOURS A DAY, 7 DAYS A WEEK. THE BID BOX WILL BE CLOSED ON THE CLOSING TIME OF BIDS WHICH IS 11H00.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

***Note:** Any reference to words "Bid" or "Bidder" herein and/or in any other documentation shall be constructed to have the same meaning as the words "Tender" or "Tenderer"



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF DIRECTOR

Directorate: Supply Chain and Facilities Management Services

Private Bag X11305, NELSPRUIT,1200 ; TEL: (013) 754 8000 FAX: (013) 755 1224 WEB: [www.CRDMP0002 \(2020/2021\).gov.za](http://www.CRDMP0002 (2020/2021).gov.za)

YOU ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

BID NO: CRDPMP0002 (2020/2021)
SEPTEMBER 2021

CLOSING TIME: 11:00

CLOSING DATE: 08

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL AS A RULE NOT BE ACCEPTED FOR CONSIDERATION.

1. Kindly furnish us with a bid for services shown on the attached forms.
2. Attached please find:
 - 2.1 Authority to Sign the Standard Bidding Documents (SBDs) on behalf of an Entity Page 3 - 4
 - 2.2 Invitation to Bid – SBD 1 Page 5 - 6
 - 2.3 Declaration of Interest – SBD 4 Page 7 -10
 - 2.4 Preference Points Claim Form – SBD 6.1 Page 11 - 15
 - 2.5 Declaration of Bidder's Past Supply Chain Management Practices – SBD 8 Page 16 - 17
 - 2.6 Certificate of Independent Bid Determination – SBD 9 Page 18 - 21
 - 2.7 Supplier Maintenance (Bank Details) Form Page 22 - 23
 - 2.8 Terms of Reference Page 24 - 34
 - 2.9 General Conditions of Contract (GCC) Page 35 - 48
3. The attached forms must be completed in detail and returned with your bid. Failure to comply may disqualify your proposal. Each bid document must be submitted in a separate sealed envelope stipulating the following information: Name and Address of the bidder, Bid number and closing date of bid.
4. **Bid proposals must be deposited into the Tender/ Bid Box situated at the reception area of the Department of Agriculture, Land Reform and Rural Development Mpumalanga Provincial Shared Service Centre, 17 Van Rensburg Street, Bateleur Building, 6th Floor Nelspruit by not later than the closing date and time indicated above. Bid proposals which are not inside the Tender/ Bid Box on the closing date and time will not be considered.**

AUTHORITY TO SIGN THE STANDARD BIDDING DOCUMENTS (SBDs) ON BEHALF OF AN ENTITY.

Only authorized signatories may sign the original and all copies of the tender offer where required.

In the case of a **ONE-PERSON CONCERN** submitting a tender, this shall be clearly stated.

In case of a **COMPANY** submitting a tender, include a copy of a **resolution by its board of directors** authorizing a director or other official of the company to sign the documents on behalf of the company.

In the case of a **CLOSE CORPORATION** submitting a tender, include a copy of a **resolution by its members** authorizing a member or other official of the corporation to sign the documents on each member's behalf.

In the case of a **PARTNERSHIP** submitting a tender, **all the partners shall** sign the documents, unless one partner or a group of partners has been authorized to sign on behalf of each partner, in which case **proof of such authorization** shall be included in the Tender.

In the case of a **JOINT VENTURE** submitting a tender, include **a resolution** of each company of the Joint Venture together with a resolution by its members authorizing a member of the Joint Venture to sign the documents on behalf of the Joint Venture.”

Accept that failure to submit proof of Authorization to sign the tender shall result in a Tender Offer being regarded as non-responsive.

AUTHORITY OF SIGNATORY

Signatories for companies, close corporations and partnerships must establish their authority **BY ATTACHING TO THIS FORM, ON THEIR ORGANISATIONS'S LETTERHEAD STATIONERY**, a copy of the relevant resolution by their Board of Directors, Members or Partners, duly signed and dated.

An **EXAMPLE** is shown below for a COMPANY:

MABEL HOUSE (Pty) Ltd	
By resolution of the Board of Directors taken on 26 May 2021,	
MR A.F JONES	
has been duly authorised to sign all documents in connection with	
Contract no CRDPMP0002 (2021/2022), and any contract which may arise there from,	
on behalf of MABEL HOUSE (Pty) Ltd.	
SIGNED ON BEHALF OF THE COMPANY: (Signature of Managing Director)	
IN HIS CAPACITY AS: Managing Director	
DATE: 20 May 2000	
SIGNATURE OF SIGNATORY: (Signature of A.F Jones)	
As witnesses:	
1.
2.
Signature of person authorised to sign the tender:	
Date:	

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT

BID NUMBER:	CRDPMP0002 (2021/2022)	CLOSING DATE:	08 SEPTEMBER 2021	CLOSING TIME:	11:00
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DESCRIPTION THE ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DESCRIPTIVE BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

BID RESPONSE DOCUMENTS MAY BE SUBMITTED TO:

BID RESPONSE MUST BE DEPOSITED INTO THE TENDER/BID BOX SITUATED AT:
DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT (DALRRD)
DEEDS REGISTRY PRETORIA
MERINO BUILDING
CORNER OF BOSMAN AND PRETORIUS STREET, PRETORIA, 0001

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					
	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes	
	<input type="checkbox"/> No			<input type="checkbox"/> No	
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
	NAME:				

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ANSWER PART B:3 BELOW]
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SIGNATURE OF BIDDER	DATE:	
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CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)	
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BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: TECHNICAL INFORMATION MAY BE DIRECTED TO:

DEPARTMENT/ PUBLIC ENTITY	AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT	CONTACT PERSON	Nomcebo Conco
CONTACT PERSON	Mr D.Rudolph/ Mrs N. Hlatshwayo	TELEPHONE NUMBER	060 965 5918
TELEPHONE NUMBER	082 385 4570	FACSIMILE NUMBER	
FACSIMILE NUMBER		E-MAIL ADDRESS	Nomcebo.conco@dalrrd.gov.za
E-MAIL ADDRESS	Nonhlanhla.hlatshwayo@dalrrd.gov.za		

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 ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

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 VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? YES NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA? YES NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? YES NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? YES NO

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

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SBD 4

DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
 - 2.1 Full Name of bidder or his or her representative:
 - 2.2 Identity Number:.....
 - 2.3 Position occupied in the Company (director, trustee, shareholder², member):
.....
 - 2.4 Registration number of company, enterprise, close corporation, partnership agreement or trust:
.....
 - 2.5 Tax Reference Number:
 - 2.6 VAT Registration Number:
 - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / PERSAL numbers must be indicated in paragraph 3 below.

¹"State" means –

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

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

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

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

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

Position occupied in the state institution:

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....
.....

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

2.10.1 If so, furnish particulars.

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

2.11.1 If so, furnish particulars:

3 Full details of directors / trustees / members / shareholders.

Full Name	Identity Number	Personal Income Tax Reference Number	State Number	Employee / Pernal Number

4 DECLARATION

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS
DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

November 2011

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL
PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to all bids:

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

1.2 The value of this bid is estimated not to exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 preference point system shall be applicable.

1.3 Points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 PREFERENCE POINT SYSTEM

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

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

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{\min} = Price of lowest acceptable bid

4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

4.1 In terms of Regulation 6 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14
4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

5. BID DECLARATION

5.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

6. B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1

6.1 B-BBEE Status Level of Contributor: . =(maximum of 20 points)
 (Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

- v) Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations,2017:

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited
- [TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

.....

8.6 COMPANY CLASSIFICATION

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

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

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

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

WITNESSES
1.
2.

.....
SIGNATURE(S) OF BIDDERS(S)
DATE:
ADDRESS
.....
.....

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

SBD 8

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

CERTIFICATE OF INDEPENDENT BID DETERMINATION

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

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

CRDPMP0002 (2021/2022)

ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DISCIPLINARY BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

in response to the invitation for the bid made by:

Department of Agriculture, Land Reform and Rural Development

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

I certify, on behalf of: _____ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

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

³ Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

SUPPLIER MAINTENANCE



BAS

LOGIS

Office

System User Only	
Captured By:	<input type="text"/>
Captured Date:	<input type="text"/>
Authorised By:	<input type="text"/>
Date Authorised:	<input type="text"/>
Safety Web Verification	
<input type="checkbox"/> YES	<input type="checkbox"/> NO

The Director General : Department of Rural Development and Land Reform

I/We hereby request and authorise you to pay any amounts, which may accrue to me/us to the credit of my/our account with the mentioned bank.

I/we understand that the credit transfers hereby authorised will be processed by computer through a system known as "ACB - Electronic Fund Transfer Service", and I/we understand that not additional advice of payment will be provided by my/our bank, but that the details of each payment will be printed on my/our bank statement or any accompanying voucher. (This does not apply where it is not customary for banks to furnish bank statements).

I/we understand that the Department will supply a payment advice in the normal way, and that it will indicate the date on which the funds will be made available on my/our account.

This authority may be cancelled by me/us by giving thirty days notice by prepaid registered post. Please ensure information is valid as per required bank screens .

I/We understand that bank details provided should be exactly as per the records held by the bank.

I/We understand that the Department will not assume responsibly for any delayed payments, as a result of incorrect information supplied.

Company / Personal Details	
Registered Name	<input type="text"/>
Trading Name	<input type="text"/>
Tax number	<input type="text"/>
Vat Number	<input type="text"/>
Title	<input type="text"/>
Initials	<input type="text"/>
First Name	<input type="text"/>
Surname	<input type="text"/>

Address Detail	
Payment Address Line 1	<input type="text"/>
Payment Address Line 2	<input type="text"/>
Street Address Line 1	<input type="text"/>
Street Address Line 2	<input type="text"/>
Postal Code	<input type="text"/>

New Detail			
<input type="checkbox"/> New Supplier Information	<input type="checkbox"/> Update Supplier Information		
Supplier Type	<input type="checkbox"/> Individual	<input type="checkbox"/> Department	Department Number <input type="text"/>
	<input type="checkbox"/> Company	<input type="checkbox"/> Trust	
	<input type="checkbox"/> CC	<input type="checkbox"/> Other	Other Specify <input type="text"/>
	<input type="checkbox"/> Partnership		



agriculture, land reform & rural development

Department:
Agriculture, Land Reform and Rural Development
REPUBLIC OF SOUTH AFRICA

OFFICE OF THE CHIEF DIRECTOR

MPUMALANGA PROVINCIAL SHARED SERVICE CENTRE

17 Van Rensburg Street, Block E Bateleur Building, Nelspruit, 1200, Private Bag X 11305, Nelspruit, 1200; Tel: 013 754 8116; Fax: 013 755 1224

TERMS OF REFERENCES FOR THE ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DISCIPLINARY BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

1. BACKGROUND

- 1.1 The Department of Agriculture, Land Reform and Rural Development has been tasked with the mandate of implementing the comprehensive rural development programme (CRDP). In giving effect to this mandate, the department has resolved to bring on board entities from the private sector to identify and implement various development models.
- 1.2 The comprehensive rural development programme focuses on enabling rural communities to take control of their destiny, through the optimal use and management of resources. These can only be achieved through a coordinated and integrated broad-based CRDP as well as the strategic investment in economic and social infrastructure that will benefit rural communities.

At the heart of the department CRDP has three strategies:

- ***Agrarian Transformation*** includes increasing all types of agricultural production; optimal and sustainable use of natural resources; the use of appropriate technologies; food security; and improving the quality of life for each rural household.
- ***Rural Development*** includes improving economic and social infrastructure.
- ***Land Reform*** including restitution, redistribution, land tenure reform.

1.3 The Comprehensive Rural Development Programme (CRDP) is the strategic priority number 3 within the government's current Medium-Term Strategic Framework. The design of the programme is predicated on lessons learnt from pilot sites selected through socio-economic profiling, community participatory processes and intergovernmental co-operation. A great deal of baseline data was emerged from the first two pilot engagements in Riemvasmaak in the Northern Cape, and Muyexe Village in Giyani in the Limpopo Province. The CRDP is therefore different from past government strategies in rural areas because it is premised on a proactive participatory community-based planning approach rather than an interventionist approach to rural development.

1.4 The CRDP is aimed at being an effective response against poverty and food insecurity by maximizing the use and management of natural resources to create vibrant, equitable and sustainable rural communities. A CRDP must improve the standards of living and welfare.

The strategic objective of the CRDP is therefore to facilitate integrated development and social cohesion through participatory approaches in partnership with all sectors of society. The vision of the CRDP is to create vibrant, equitable and sustainable rural communities.

2. PURPOSE

The purpose of appointing a panel of professional Multi-Disciplinary Engineering firms is to establish a database of credible service providers and to accelerate the process of selecting and appointing a suitable service provider to undertake work related to infrastructure development on behalf of the DALRRD when a need arises.

3. CORE FUNCTIONS OF THE RURAL DEVELOPMENT

The Chief Directorate is primarily responsible for the facilitation of improved access to basic services, economic and income generating opportunities through improved physical infrastructure in rural areas. In efforts to realize the objectives of the CRDP in South Africa, the Rural Development sub-programme, through the broader mandate of the Department of Agriculture, Land Reform and Rural

Development will initiate, coordinate, facilitate and be a catalyst in the provision of infrastructure to vulnerable rural communities.

4. TECHNICAL PROPOSAL

The purpose of this tender is to ensure that the Department of Agriculture, Land Reform and Rural Development can establish a panel of experts to provide technical expertise in key Infrastructure delivery by acquiring a pool of multi-disciplinary professionals.

Consultants utilized in execution of projects need to be professionally qualified in order to provide comprehensive oversight in project implementation and also provide the capacity to unlock challenges experienced during project execution. In many cases, funding is made available however the normal processes of appointing consultants or making use of the existing panels is impractical or impossible. A special vehicle is thus required in such cases to fast-track the appointment of consultants

4.1 OUTCOMES

The panel expectation is the following:

- To shorten the turnaround time to appoint a professional consultant on projects.
- To provide capacity to plan, execute, monitor and maintain projects.
- To provide capacity and resources for improved project analysis and corrective action.
- To improve overall budget, spend due to availability of capacity to execute projects on time and within budget.
- To provide supporting capacity to assist in the coordination, programme and project management.

It must be noted that this panel of service providers is not meant to replace already existing term contracts in the department. This panel compliments the work that the department is doing in ensuring that there is additional support available as and when required and that there are skills available for special projects that need to be executed.

4.2 NATURE OF SERVICE REQUIRED

4.2.1 The Professional Team will be appointed for the following 6 stages:

PROJECT STAGE	DESCRIPTION
1	INCEPTION
2	CONCEPT AND VIABILITY
3	DESIGN DEVELOPMENT
4	DOCUMENTATION AND PROCEDUREMENT
5	CONSTRUCTION
6	CLOSE-OUT

NB: IT SHOULD BE NOTED THAT IN SOME PROJECTS STAGES COULD HAVE BEEN COMPLETED BY PREVIOUS CONSULTANTS; IN THIS CASE THIS TENDER WILL ONLY BE APPLICABLE TO THE REMAINING STAGES.

4.2.2 PROJECT/PROGRAMME MANAGER OR LEAD CONSULTANT

STAGE1-INCEPTION

Definition

Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing projects brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.

Scope of Services

- 1.1 Facilitate the development of a Clear Project Brief
- 1.2 Establish the client's Procurement Policy for the Projects
- 1.3 Assist the client in the procurements of any specialist consultants including the clear definition of their roles, responsibilities and liabilities
- 1.4 Establish in conjunction with the client, consultants, and all relevant authorities the site characteristics necessary for the proper design and approval of the intended projects
- 1.5 Management the integration of the preliminary design to form the basis for the initial viability assessment of the project

- 1.6 Prepare, co-ordinate and monitor a Project initiation Programme
- 1.7 Facilitate the preparation of the Preliminary Viability Assessment of the project
- 1.8 Facilitate client approval of all Stage 1 documentation

Project Management Deliverables

- Project Brief
- Project Procurement Policy
- Signed Consultant /Client Agreements
- Project Initiation Programme
- Record of all meetings
- Approval by Client to proceed to Stage 2

STAGE 2-CONCEPT AND VIABILITY

Definition

Finalization of the project concept and feasibility

Scope of Services

- 2.1 Assist the client in the procurements of any specialist consultants including the clear definition of their roles, responsibilities and liabilities
- 2.2 Advise the client on the requirement to appoint a Health and Safety Consultant
- 2.3 Communicate the project brief to the consultants and monitor the development of the concept and Feasibility within the agreed brief
- 2.4 Agree the format and procedures for the cost control reporting by the cost consultants on the project.
- 2.5 Co-ordinate and integrate the income stream requirements of the clients into the concept design and feasibility
- 2.6 Manage and monitor the preparation of the projects costing by other consultants
- 2.7 Prepare and co-ordinate an Indicative Project Documentation and Construction Programme.
- 2.8 Manage and integrate the concept and feasibility documentation for presentation to the client for approval
- 2.9 Facilitate client approval of all Stage 2 documentation

Project Management Deliverables

- Signed Consultant/Client Agreements
- Indicative Project Documentation and Construction Programme.
- Approval by Client to proceed to Stage 3

STAGE 3- DESIGN DEVELOPMENT

Definition

Management, co- ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.

Scope of Services

- 3.1 Assist the client in the procurements of any specialist consultants including the clear definition of their roles, responsibilities and liabilities.
- 3.2 Prepare, co-ordinate and agree a detailed Design and Documentation Programme, based on an updated Indicative Construction Programme, with all consultants
- 3.3 Establish and co-ordinate the formal and informal communication structure, processes and procedures for the design development of the project.
- 3.4 Manage, co-ordinate and integrate the design by the consultants in a sequence to suit the project design, documentation programme and quality requirements.
- 3.5 Conduct and record the appropriate planning, co-ordination and management meetings.
- 3.6 Facilitate any input from the design consultants required by Construction Manager on constructability.
- 3.7 Facilitate any input from the design consultants required by Health and Safety Consultant.
- 3.8 Manage and monitor the timeous submission by the design team of all plans and documentation to obtain the necessary statutory approvals
- 3.9 Establish responsibilities and monitor the information flow between the design team, including the cost consultants.
- 3.10 Monitor the preparation by the cost consultants of cost estimates, budgets, and cost reports.

- 3.11 Monitor the cost control by the cost consultants to verify progressive design compliance with approved budget, including necessary design reviews to achieve budget compliance
- 3.12 Facilitate and monitor the timeous technical co-ordination of the design by the design by the design team
- 3.13 Facilities client approval of all Stage 3 documentation

Project Management Deliverables

- Signed Consultant/Client Agreements
- Detailed design & Documentation Programme
- Updated indicative Construction Programme
- Record of all meeting
- Approval by Client to Proceed to Stage 4

STAGE4 - DOCUMENTATION AND PROCUREMENT

Definition

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.

Scope of Services

- 4.1 Select, recommend and agree the Procurement Strategy for contractors, sub-contractors and suppliers with the client and consultants
- 4.2 Prepare and agree the Project Procurement Programme.
- 4.3 Co-ordinate and monitor the preparation of the tender documentation by the consultants in accordance with the Project Procurement Programme.
- 4.4 Facilitate and monitor the preparation of the site-specific Health and Safety Plan by the Health and Safety Consultant.
- 4.5 Advise the client, in conjunction with other consultants on the appropriate insurances required for the implementation of the project.

- 4.6 Monitor the reconciliation by the cost consultants of the tender prices with the project budget.
- 4.7 Agree the format and procedure for monitoring and control by the cost consultants of the cost of the works.
- 4.8 Facilitate client approval of the tender recommendation(s).

Project Management Deliverables

- Contractors, subcontractors, and suppliers Procurement Strategy
- Project Procurement Programme
- Project Tender /Contract Conditions
- Site specific Health and Safety Plan
- Record of all meetings;

STAGE 5 – CONSTRUCTION

Definition

The Management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.

Scope of Services

- 5.1 Appoint contractor (s) on behalf of the client including the finalization of all agreements.
- 5.2 Instruct the contractor on behalf of the client to appoint subcontractors.
- 5.3 Receive, co-ordinate, review and obtain approval of all contract documentation provided by the contractor, subcontractors, and suppliers for compliance with all of the contract requirements.
- 5.4 Monitor the ongoing projects insurance requirements.
- 5.5 Facilitate the handover of the site to the contractor.
- 5.6 Establish and co-ordinate the formal and informal communication structure and procedures for the construction process.

- 5.7 Regularly conduct and record the necessary site meetings
- 5.8 Monitor, review and approve the preparation of the Contract Programme by the contractor.
- 5.9 Regularly monitor the performance of the Contractor against the contractor programme.
- 5.10 Review and adjudicate circumstances and entitlements that may arise from any changes required to the Contract Programme.
- 5.11 Monitor the presentation of the contractor's Health and Safety Plan and approval thereof by the Health and Safety Consultant.
- 5.12 Monitor the auditing of the contractor's Health and Safety Plan by the Health and Safety Consultant.
- 5.13 Monitor the compliance by the contractors of the requirements of the Health and Safety Consultant and contractors.
- 5.14 Monitor the production of the Health and Safety File by the Health and Safety Consultant and contractors.
- 5.15 Monitor the preparation by the Environment Consultants of the Environmental Management Plan.
- 5.16 Establish the construction information distribution procedures.
- 5.17 Agree and monitors the Construction Documentation Schedule for timeous delivery of required information to the contractors.
- 5.18 Expedite, review and monitor the timeous issue of construction information to the contractors.
- 5.19 Manage the review of all approval of all necessary shop details and product propriety information by the design consultants.
- 5.20 Establish procedures for monitoring, controlling and agreeing all scope and cost variations.
- 5.21 Agree the quality assurance procedures and monitor the implementation thereof by the consultants and contractors.
- 5.22 Monitor, review, approve and certify monthly progress payments.
- 5.23 Receive, review and adjudicate any contractual claims.
- 5.24 Monitor the preparation of monthly cost reports by the cost consultants.
- 5.25 Monitor long lead items and off- site production by the contractors and suppliers.
- 5.26 Prepare monthly project reports including submission to the client.

- 5.27 Manage, co-ordinate and monitor all necessary testing and commissioning by consultants and contractors.
- 5.28 Co-ordinate, monitor and issue the Practical Completion Lists and the Certificate of Practical Completion.
- 5.29 Co-ordinate and monitor the preparation and issue of the Works Completion List by the consultants to the contractors.
- 5.30 Monitor the execution by the contractors of the defect items to achieve Works Completion.
- 5.31 Facilitate and co-ordinate adequate access with the occupant for the rectification of defects by the contractors.
- 5.32 Co-ordinate the submission of any special project related monthly progress report in line with Management and administration of the construction contracts requirement.

Projects Management Deliverables

- Signed Contractors Agreements
- Agreed Contract Programme
- Adjudication and award of contractual claims
- Construction Documentation Schedule
- Monthly progress payment certificates
- Monthly project progress reports
- Record of all meetings
- Certificates of Practical Completion.

STAGE 6 –CLOSE OUT

Definition

The process on managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.

Scope of Services

- 6.1 Issue the Works Completion Certificate

- 6.2 Manage, Co-ordinate and expedite the preparation by the design consultants of all as-built drawings and design documentation.
- 6.3 Manage and expedite the procurement of all statutory compliance certificate and documentation.
- 6.4 Manage the finalization of the health and Safety File for submission to the client.
- 6.6 Co-ordinate, monitor and manage the rectification of defects during the Defects Liability Period.
- 6.7 Manage, co-ordinate and expedite the preparation and agreement of the final account by the cost consultants with the relevant contractors.
- 6.8 Co-ordinate, monitor and issue the Final Completion Defects list and Certificate of Final Completion.
- 6.9 Prepare and present Project Closeout Report in line with council special requirement.

Project Management Deliverables

- Works Completion Certificate
- Certificate of Final Completion
- Record of all meetings
- Project closeout report

4.3 WORK ALLOCATION GUIDELINE

- The department's project manager will prepare a Task Order (quotation document) which will clearly define the scope and objective of work, proposed timeframes, expected deliverables and a pricing schedule amongst others. The pricing schedule could be asking for an hourly rate, discount rate or combination of both depending on the nature of the project.
- We expect that at least 80% of work must be allocated/ executed by a Professionally registered person and only 20% may be allocated to junior professionals

The department may also request further proof of qualification and registration at a later stage when quotations are requested for a specific project. Proof of experience in a specific professional field or relevant project, may also be a qualifying criteria during the later quotation process.

If at any time during the duration of this contract an appointed professional is removed from the roll of the applicable Professional Council, the appointment of such a professional will also be terminated and all instructions held by that professional will be cancelled and recalled.

Service Providers accredited on the panel should note that, being on the panel does not guarantee any project allocated to them.

5. CATEGORIES OF SPECIALITY

5.1 Multi-disciplinary firms are required to provide the following services:

- Civil / structural engineering services
- Agricultural Engineering services
- Mechanical / Electrical engineering services
- Quantity surveying services
- Architectural services
- Geotechnical Engineering Services
- Geohydrologist Services
- Land Surveying Services

NB: A Project leader must be nominated from the above listed disciplines; the nominated will be the contact person of the Multi-disciplinary firm.

6. PANEL DURATION

6.1 The panel will commence after the letter of accreditation has been issued and will run for a period of 2 years, subject to extension or early termination.

7. PROPOSAL REQUIREMENTS

- Company profile clearly indicating the business core functions
- The successful bidder will be required to have proof of premises within the province. Timeframe of 2 months.

8. MANDATORY REQUIREMENTS

Failure to submit the following documents with the proposal will disqualify the service provider's proposal

1. Project professional(s) must submit a ***proof of registration with relevant statutory bodies for each of the required discipline listed below***: (Copy of valid certified certificate validity within 6 months from closing date).

- Engineering Council of South Africa
- South African Council for the Architectural Profession
- South African Council for Quantity Surveyors
- South African Council of Project and Construction Management Professions as a Professional Construction Project Manager
- South African Geomatics Council
- The South African Council for Natural Scientific Professions

The information, required in respect of 1 above, has been provided for all Service Providers tendering in consortium or multidisciplinary. The department will verify the professional certificates/registration with relevant professional bodies prior to evaluating the bidder.

2. Fully completed bid document and all attached Standard Bidding Documents (SBD) (SBD1, SBD4, SBD5, SBD6.1, SBD8 and SBD9).

3. Tax Requirements:

- Bidders must ensure compliance with their tax obligations.
- Bidders are required to submit their unique personal identification number (pin) issued by SARS to enable the organ of state to view the taxpayer's profile and tax status.
- Application for tax compliance status (TCS) or pin may also be made via e-filing. In order to use this provision, taxpayers will need to register with SARS as e-filers through the website www.sars.gov.za.
- Bidders may also submit a printed TCS together with the bid.
- In bids where consortia / joint ventures / sub-contractors are involved; each party must submit a separate proof of TCS / pin / CSD number.

- Where no TCS is available but the bidder is registered on the central supplier database (CSD), a CSD number must be provided.
4. Letter of authority for Nominated Project Leader on Company Letterhead. (A resolution, PA-15.1 (for a single Service Provider tendering herein) or PA-15.2 plus special resolution, PA-15.3 (for multiple Service Providers tendering in consortium or joint venture herein) (forms PA-15.1 to 3 are bound in hereafter) must be completed and submitted together with your bid document.
 5. Proof of Central Supplier Database (CSD) Registration.
 6. B-BBEE Certificates in Cases of Consortium/ Joint Ventures and Multi-Disciplinary submit CONSOLIDATED CERTIFICATE.

NB: SERVICE PROVIDERS MUST INDICATE WHETHER THEY ARE TENDERING IN CONSORTIUM OR MULTI DISCIPLINARY.

Subcontracting

Clause referred to in Standard Conditions of Tender Document

The Department committed to implement the set aside (sub-contracting) rule from a minimum of 5% as depicted in the table below,

Bid Value Including VAT	Set Aside % for Subcontracting as per 14.5 Implementation Guide PPR2017	
From R 3 million	5%	1. All bids must be advertised with the condition of set aside percentage for contracting as per the offer, 14.11 Implementation Guide, PPR2017. 2. The Department reserves the right to set aside a bid for its target market: Youth/NARYSEC Graduates, Women Cooperatives and Rural Area Businesses. 3. The Department reserves a right to allocate any bid among preferred bidders as per their risk profile. 4. Any bid may be set aside to uplift a community / individuals / businesses of any designated group 5. Set aside conditions are also applicable to quotations as per 5.12, Implementation Guide PPR2017. 6. No bidder shall be allowed to subcontract with his/her subsidiary companies or fronting as this would lead to termination of the contract with DALRRD. 14.14 Implementation Guide, PPR2017.
From R 9 million	10%	
From R15 million	15%	
From R25 million	20%	
From R30 million	30%	

NB: This is a Departmental policy, if the policy changes during the bidding or contract stage the process will change accordingly

NB: The successful service providers that will form part of the panel will be expected to comply with the above table, upon appointment.

CHECKLIST WHEN SUBMITTING PROPOSAL DOCUMENT

BID NO: CRDPMP0002 (2020/2021)

TERMS OF REFERENCES FOR THE ACCREDITATION OF PROFESSIONAL SERVICE PROVIDERS (PANEL) WHO WILL ASSIST THE DEPARTMENT OF AGRICULTURE, LAND REFORM AND RURAL DEVELOPMENT WITH MULTI DESCIPINARY BUILT ENVIRONMENT SERVICES FOR A PERIOD OF TWO (2) YEARS ENDING 2022/23 IN THE MPUMALANGA PROVINCE.

Ensure that prior to submitting the tender to the department the following information is completed and attached:

Please indicate YES or NO ✓ Place a Tick in the appropriate column	YES	NO
Project professional(s) must submit a proof of registration with relevant statutory bodies for each of the required discipline listed below: (Copy of valid certified certificate validity within 6 months from closing date).		
Engineering Council of South Africa		
South African Council for the Architectural Profession		
South African Council for Quantity Surveyors		
South African Council of Project and Construction Management Professions as a Professional Construction Project Manager		
The South African Council for Natural Scientific Professions		
Signed Letter of authority for Project Leader on Company Letterhead is attached. In case of Joint Venture, all JV Partners must submit signed letter of authority on their company letterhead and one signed letter of authority on JV letterhead.		
A valid Tax Clearance Certificate: Bidders in Consortia/Joint Venture: Each company must submit valid tax clearance certificate or submit their valid compliance tax pin issued by SARS. Did bidder submit a valid tax clearance certificate or PIN.		
B-BBEE Certificate IN Cases of Joint Ventures submit CONSOLIDATED CERTIFICATE		
A valid Tax Clearance Certificate: If Bidder is Sub-contracting Did bidder submit a valid tax clearance certificate for the subcontracting companies		
Submit B-BBEE Certificate for Sub-contracting companies/Certified Copy/Original.		

Used correction fluid		
Proof of Central Supplier Database (CSD) Registration		
Are all addenda issued completed and returned (if applicable)		
Attendance of a non-compulsory meeting		

6. EVALUATION PROCEDURE

This bid will be evaluated in only one stage which is functionality

First Stage - Evaluation of Functionality

The evaluation of the functionality will be evaluated individually by Members of Bid Evaluation Committee in accordance with the below functionality criteria and values.

The applicable values that will be utilized when scoring each criteria ranges from **1 being poor, 2 being average, 3 being good, 4 being very good and 5 being excellent.**

Ability and Experience

Poor (score 1)	Key staff has limited post registration experience. (1 year and less)
Average (score 2)	Key staff has limited post registration experience. (Between 1 to 2 years)
Good (score 3)	Key staff has post registration experience. (Above 2 to 5 years)
Very Good (score 4)	Key staff has post registration experience. (Above 5 to 10 years)
Excellent (score 5)	Key staff has post registration experience. (10 years and more)

Company Capability

Poor (score 1)	The company has done limited consultancy work for minimum construction value of R 5 000 000.00. (1 project and less)
Average (score 2)	The company has done limited consultancy work for minimum construction value of R 5 000 000.00. (Between 1 to 2 projects)
Good (score 3)	The company has done limited consultancy work for minimum construction value of R 5 000 000.00. (Between 2 to 5 projects)
Very Good (score 4)	The company has done limited consultancy work for minimum construction value of R 5 000 000.00. (Between 5 to 10 projects)
Excellent (score 5)	The company has done limited consultancy work for minimum construction value of R 5 000 000.00. (10 projects and more)

Evaluation criteria	Application	Weights	
ABILITY AND EXPERIENCE (Personnel)	Proposed technical team to be utilized in the execution of the project per specialised category; (CV's clearly indicating skills, knowledge, experience and qualifications): <i>All individual CV's need to be signed.</i>	50	
	Pr. Civil / Pr. structural engineer / technologist	5	
	Pr. Mechanical / Pr. Electrical Engineer / Technologist	5	
	Pr. Agricultural Engineer / Technologist	10	
	Pr. Quantity Surveyor	10	
	Pr. Architect / Snr Technologist	10	
	Geohydrologist & Geotech Engineer	5	
	Pr. Land Surveyor	5	
2. CAPABILITY (Company) Track Record	Firm(s) previous experience at least a minimum of 3 years - provide contactable references of all previous projects undertaken.	50	
	Civil / structural engineer	5	
	Mechanical / Electrical Engineer	5	
	Agricultural Engineer	10	
	Quantity Surveyor	10	
	Architect	10	
	Geohydrologist & Geotech Engineer	5	
	Land Surveyor	5	
TOTAL		100	

All Service Providers who will score less than **sixty (60)** out of hundred (100) points for functionality will not be accredited.

Service Providers accredited on the panel should note that, being on the panel does not guarantee any project allocated to them.

Service providers may be required to mentor and train Departmental candidates during an execution of a specific project as part of skills development.

Social Facilitation - The Department reserves the right to appointment a nominated Service provider for Social Facilitation specific to the project requirements.

7. SPECIAL CONDITIONS FOR ACCREDITATION OF PANEL

NB: Companies can only claim disbursement costs starting from the supplied physical address to the project site within a province.

- 10.1.1 Every service provider appointed to the panel will sign a performance contract with the DALRRD.
- 10.1.2 Professional service providers will be required to sign confidentiality and indemnity agreements with the DALRRD.
- 10.1.3 The cost of every assignment will be required to negotiate with the relevant tendering panel members and a letter of appointment will be issued for each assignment awarded after negotiating.
- 10.1.4 Panel members are **not guaranteed** any work under this proposal.
- 10.1.5 The basis of engaging services providers will be on an assignment basis.
- 10.1.6 In the event where there are more than one service providers accredited on the panel, and they have the necessary skills that are required to render a specific service, the DALRRD will issue out the Terms of References to call for quotations and award the work accordingly.
- 10.1.7 The DALRRD reserves the right to interview panel members that are short listed for specific assignments (meaning that service providers will be requested to do presentation for specific project / assignment).
- 10.1.8 The DALRRD may at its sole discretion, award an assignment or any part thereof to more than one panel member (s).
- 10.1.9 Professional service providers may not cede or assign any part of its agreement with the DALRRD nor subcontract any part of the work assigned to them without the prior written authorization of the DALRRD
- 10.1.10 Should the status of the firm change in terms of functionality and competency/expertise the DALRRD must be informed. Whenever quotes are requested a company will be requested to confirm its status.
- 10.1.11 The panel members may be required to work with the DALRRD employees on specific projects in order to transfer skills and build professional capacity within the DALRRD.
- 10.1.12 All copyright and intellectual property rights that may result as a consequence of the work to be performed will become the property of the DALRRD.
- 10.1.13 The general conditions of tender, contract and order will be applicable to the specific professional service that will be required at a specific time.
- 10.1.14 In the event that the provisions outlined in the General Conditions of the

Contract contradicts the provisions outlined in the terms of reference will take preference. – GGC, JBCC, NEC & SLA.

- i. Failure to comply with any of this condition will invalidate the proposal of the service provider.

10.1.16. Companies can only claim disbursement (DPW guide) costs starting from the supplied physical address to the project site within a province.

10.1.17. **Bidders accredited to this panel may be approached for a minimum of two or more disciplines in certain projects that does not require all the five disciplines.**

11 Contract

Service providers will be subjected to the **Standard Professional Services Contract (July 2009)** contract where task orders will be issued as and when a need arise for the specific project.

TENDER NUMBER: CRDPMP0002 (2021/2022)

NON - COMPULSORY CLARIFICATION MEETING: There will be a non-compulsory clarification meeting.

DATE: 31 August 2021

TIME: 11:00

VENUE: A non-compulsory briefing meeting will be held virtually via Microsoft Teams

[Click here to join the meeting](#)

https://teams.microsoft.com/#/pre-join-calling/19:meeting_ZTVkZmVmNmUtMzA1My00ZDc3LTIjMjEtMjU0OGU2NjcwYWw@thread.v2

NB: THE PLATFORM TO BE USED IS MICROSOFT TEAMS

BID CLOSING DATE: 08 September 2021 AT 11:00

VENUE: BID BOX SITUATED AT 17 Van Rensburg Street, Bateleur Building, 6th Floor, Block E, Nelspruit, 1200

12 ENQUIRIES:

SUPPLY CHAIN MANAGEMENT

Mr. Damian Rodolph

Tel no: 013 754 8034 / 071 113 7205

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Ms. Nonhlanhla Hlatshwayo

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TECHNICAL

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Tel nr: 013 754 8113 / 060 965 5918

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GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

The General Conditions of Contract will form part
of all bid documents and may not be amended.

Special Conditions of Contract (SCC) relevant to a specific
bid, should be compiled separately for every bid (if
(applicable) and will supplement the General
Conditions of Contract. Whenever there is a conflict,
the provisions in the SCC shall prevail.

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General Conditions of Contract

1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

7. Performance security

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

8. Inspections, tests and analyses

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

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

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

13. Incidental services

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

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

17. Prices

17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

18. Contract amendments

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

19. Assignment

19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

20. Subcontracts

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and

(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

- 34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.