



## FRANCES BAARD DISTRICT MUNICIPALITY

### INVITATION TO BID

#### **BID 04/25: PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS**

Frances Baard District Municipality (FBDM) hereby invites qualified service providers to submit proposals for the above-mentioned project.

This bid will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and the Supply Chain Management Policy of Frances Baard District Municipality. FBDM is not bound to accept the lowest bid. FBDM reserves the right to partial acceptance of one or more bids.

**NB: A compulsory briefing / clarification meeting will be held on 09 September 2025 at 10:00 at the offices of FBDM: 51 Drakensberg Avenue, Carters Glen, Kimberley.**

**For all compulsory site/briefing sessions, all bidders must assemble at the reception area at the stated time from where they will be escorted to the relevant room where the compulsory briefing meeting will be held. Late service providers who are not at the reception area at the stated time will not be allowed into the compulsory briefing meeting and will be prohibited from submitting proposals.**

The closing date for submissions is 26 September 2025 at 12h00. Bids will be opened in public immediately after the stated closing time.

Proposals should be clearly marked: BID 04/25: PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS and submitted / delivered to The Municipal Manager (Ms. M. Bogatsu), Frances Baard District Municipal Offices, 51 Drakensberg Avenue, Carters Glen, Kimberley.

Bid documents are obtainable at FBDM's offices during working hours or on the FBDM Website ([www.francesbaard.gov.za](http://www.francesbaard.gov.za)). Enquiries on technicalities may be directed to Mr. T. Stoffel at tel. (053) 838 0989 and for supply chain matters to Mr. E. Thageng at tel. (053) 838 0946 during office hours.

If no response is received in ninety (90) days after the closing date, consider your proposal unsuccessful.

**MUNICIPAL MANAGER**  
Ms. M. Bogatsu

**FRANCES BAARD DISTRICT MUNICIPALITY  
(FBDM)**



**BID 04/25: PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS**

<b>TENDERER:</b>	..... .....
<b>ADDRESS OF TENDERER:</b>	..... ..... .....
<b>TEL NO:</b>	
<b>FAX NO:</b>	
<b>TENDER AMOUNT: (VAT Included)</b>	

**TENDERS CLOSE ON 26 SEPTEMBER 2025 AT 12H00, AT THE FRANCES BAARD DISTRICT MUNICIPAL OFFICES, 51 DRAKENSBERG AVENUE, CARTERS GLEN, KIMBERLEY, 8300.**

## **1. BACKGROUND**

The National Department of Transport (DoT), as part of the S’Hambe Sonke Programme, has allocated grant funding for the implementation of a road asset management system (RAMS) as set out in the framework for the Rural Road Asset Management System grant (RRAMS) in the Division of Revenue Act (DoRA). The strategic goal of the RRAMS grant is to ensure efficient and effective investment in municipal streets through the development of a road asset management system (RAMS) and the collection of associated road and bridge inventory data, condition assessments and traffic information.

The project seeks to audit and analyze the roads asset management system and collect municipal roads and traffic data in line with the Road Infrastructure Strategy Framework for South Africa (RISFSA) by an independent assessor. The project outcome will assist with the improvement of quality of data on roads to be able to guide investment in road infrastructure.

The district municipality has appointed a service provider who is responsible for the implementation and management of Roads Asset Management System for 3 years. An independent assessor will be responsible for conducting a quality assessment audit of the work done.

## **2. OBJECTIVE**

To appoint an independent assessor to conduct quality assessment audit on the work done by the professional service provider that is currently appointed by the district municipality.

## **3. LOCATION OF WORKS**

The project will cover the whole Frances Baard district which includes 4 local municipalities, namely: Sol Plaatje Municipality, Phokwane Municipality, Dikgatlong Municipality and Magareng Municipality. A locality plan is attached.

## **4. SCOPE OF WORKS**

The quality assessments audit of the RRAMS for the two (2) years will consist of:

### **a. Project management and integration management**

This will include the development of a communication and stakeholder management plan, attend monthly project steering committee meetings and present monthly progress reports.

**b. Road network integration**

This includes the audit of the road hierarchy and functional classification, the digitising of road network gaps, the establishment of an integrated road network.

**c. Data collection, processing and analysis**

This includes auditing of all surveyed road condition assessments, traffic counts, bridge condition assessments, minor and major culverts conditions and ancillary assets, the data capturing and analysis of the data.

**d. Road Safety Audit (Management System)**

This includes auditing of the road safety audits that were identifying as potential road safety issues.

**e. Borrow pits**

This includes auditing inventory of the borrow pits identified.

**f. GeoRRAMS software audit**

- To audit all the updates on the RRAMS system.

**g. Documentation**

The successful bidder must provide a detailed audit report on all the data collected. It will also be expected from the successful bidder to provide data reports, technical reports on road conditions, monthly reports on work done, close-out reports and other reports required by the municipality.

**5. APPROVAL OF DOCUMENTS**

The successful bidder must provide input and make recommendations to FBDM for the approval on any documents before submission to the National Department of Transport.

**6. PROJECT DELIVERABLES**

The main project deliverables will include:

- An inception report
- Status quo reports (includes desktop study on road inventory data)
- Reports on fieldwork exercise (road visual condition assessments, road safety audits)
- Providing training for FBDM technical officials on culvert and bridge assessments.
- Agendas and minutes of meetings

- Monthly reports
- Close-out report at least 30 days after the expiry date of the contract outlining the achievements, lessons learnt and challenges of the project.

## **7. AVAILABLE INFORMATION**

The following information is available from FBDM on request:

- The FBDM RRAMS business plan for 2025/26

## **8. APPOINTMENT**

The successful bidder will be required to register as supplier/service provider on the Frances Baard District Municipality's supplier database before any payments can be made.

## **9. SERVICE PROVIDER QUALIFICATIONS AND EXPERIENCE**

Only registered service providers with registered professionals that can demonstrate the required experience and skills in planning, designing, drafting and management of the same or similar type of works will be considered for this project. Proof of registration with (ECSA) should also be included as part of the bid.

The proposal must indicate the service provider's qualifications and previous experience relevant to this assignment. We expect the proposal to provide evidence of experience which include contact persons with contactable details, contract descriptions, contract values and dates completed.

As the work required in terms of this tender is considered to be a technical complex nature, requiring consideration expertise, it is essential that suitable qualified and experienced personnel be assigned to this project. It would be beneficial if the key personnel can demonstrate recent experience related to specific aspects of this project.

The required qualifications for this project are professional technologist/ professional engineer, professional structural engineer/ professional structural technologist, transport management and project management.

## **10. PROPOSAL STRUCTURE**

The successful bidder must structure their proposal to include *inter alia*, also the following:

- All relevant company registration details
- Company profiles
- Resumes of persons responsible for deliverables

List and details of sub-contractors/other professionals (including evidence of experience)

- VAT registration details
- References with contact details of similar completed projects
- Detailed project plan with:
- Work methodology and phasing of the objectives and activities to be performed
- Clear timeframes/schedule aligned with objectives and tasks/activities
- Budget:
  - All expenses must be included and linked to the tasks/activities within the project.
  - A final budget and phasing of payment will be discussed with the successful bidder and finalised at the time of appointment.
- Any value adding services

## **11. LANGUAGE MEDIUM**

All documents and all correspondences are to be in **English**.

## **12. PAYMENT**

The payment structure will be based on the phases on delivery of required reporting documentation and deliverables. FBDM will have a maximum of 30 calendar days for payment after receipt of a *bona fide* claim including an original tax invoice. Take note of the following:

- The tax invoice must be addressed to Frances Baard District Municipality.
- The contract number, invoice number and VAT registration number of the company must be shown on each invoice.
- The VAT registration number of FBDM must also be shown on each invoice.
- A breakdown commensurate with the prices is shown on each invoice.
- FBDM accepts only original invoices.

## **13. COMPLETION PERIOD**

The project period will be implemented within two (2) financial years. Bidders must cost the bids as such.

## **14. COMPULSORY BRIEFING SESSION**

Bidders are expected to attend a compulsory briefing session at the Frances Baard District Municipality offices, under the following arrangements:

Date: 09<sup>th</sup> September 2025

Time: 10:00am

Venue: FBDM offices, Lecture room 1 & 2

Address: 51 Drakensberg Avenue, Carters Glen, Kimberley, 8300

A briefing session certificate will be issued to bidders who attend the briefing session and the certificate should be attached as a returnable with the tender document.

## **15. DISCLOSURE OF INFORMATION**

With the acceptance of this appointment, the successful bidder specifically undertakes not to furnish information of any kind whatsoever at any stage during the validity of this appointment or any period thereafter in respect of the works to any person or organisation outside of FBDM and its authorised agents, except in cases where they have been authorised thereto in writing by the FBDM.

## **16. COPYRIGHT**

The copyright of all documentation, whether in hard copy and/or electronic format, prepared by the successful bidder in terms of this appointment vests in the Frances Baard District Municipality. FBDM will have the rights to their use on other projects for which any other service providers have been appointed.

## **17. BID PROPOSED EVALUATION**

The evaluation of this bid will be conducted in the following two stages.

Firstly, the assessment of functionality will be done in terms of the evaluation criteria and the minimum threshold. A Bid will be disqualified if it fails to meet the minimum threshold for functionality as per the bid invitation.

Thereafter, only those qualifying bids will be evaluated in terms of the 80/20 preference points systems, where the 80 will be used for price **ONLY** and the 20 may be awarded to a bidder for the specific goal specified for this tender.

## **Functionality criteria**

<b>FUNCTIONALITY</b>	<b>DESCRIPTION</b>	<b>POINTS</b>
1. Personnel experience	<p>Attach CV's, Certified copies of Qualifications, ECSA certificate and ID copies of key personnel to be involved in the project.</p> <ul style="list-style-type: none"> <li>Professional Engineer/Technologist (25 points)</li> </ul> <p>Minimum Qualifications: B.Degree/B.Tech Civil Engineering Professional registration: ECSA registration as Professional Engineer / Technologist</p> <p>Minimum experience in similar work: 3 years</p> <ul style="list-style-type: none"> <li>Professional Engineer/Technologist (15 points)</li> </ul> <p>Minimum Qualifications: B.Degree/B.Tech Civil Engineering specializing in Structural Engineering</p> <p>Minimum experience in similar work: 3 years</p> <ul style="list-style-type: none"> <li>Project Management (10 points)</li> </ul> <p>Minimum Qualifications: B.Degree/B.Tech Project Management</p> <p>Points will only be allocated if all the requirements are met.</p> <p>Minimum experience in similar work: 3 years</p>	50
2. Company experience	<p>Relevant experience in providing similar RRAMS services. (Attach appointment letters and completion)</p> <ul style="list-style-type: none"> <li>- 2 letters/ more = 20 points</li> <li>- 1 letter = 15 points</li> <li>- 0 letter = 0 points</li> </ul>	20
3. Overall quality of the technical proposal	<p>Proposed work plan setting out the way the tenderer intends to satisfy the requirements established in the scope of work (approach and methodology)</p> <ul style="list-style-type: none"> <li>- Excellent = 15 – 20</li> <li>- Good = 10 -15</li> <li>- Fair = 5 - 10</li> <li>- Poor = 1 - 5</li> </ul>	20

	- Did not submit = 0	
4. Management system	Certified quality management system (QMS) Yes, ISO certified = 10 QMS not ISO certified = 5 None = 0	10
<b>Total points</b>		<b>100</b>
<b>Minimum threshold</b>		<b>80</b>

**NB:** A bidder that scores less than 80 points for functionality will be deemed non-compliant with the bid specifications.

**NB:** Proposal will be disqualified if it fails to meet the minimum specification as required in the bid specification.

Evaluations criteria (price)

Only fixed prices for all deliverables will be accepted. The price should be inclusive of VAT.

<b>Price</b>	<b>80</b>
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Evaluations criteria (specific goals)

<b>Specific goal</b>	<b>20</b>
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The objectives as specific goals in line with section 2(1) of the Act, is to:

- (ii) Promote local labour and/ or promotion of enterprises located in the district municipal area of which 20 points is allocated, enterprises within Northern Cape outside the district municipal area 10 points and enterprises outside Northern Cape 5 points.

**The 20 points will be allocated if a tenderer has the following proof;**

<b>Specific goals</b>	<b>Points</b>	<b>Proof</b>
1. Enterprises located in the district municipal area.	20	Proof of address in the name of the company. The following proof of residence will be acceptable for claiming points: 1. Municipal Account / account confirmation. 2. Tribal Letter. 3. Lease agreement signed by landlord and the bidder.
2. Enterprises within Northern Cape outside the district municipal area.	10	
3. Enterprises outside Northern Cape	5	

**Note:**

- In order to claim for these points, bidders are required to submit proof of address in the name of the company.
- A tenderer failing to submit proof with his quotation/tender may not be disqualified but will only score zero points.

**18. STATUTORY AND GENERAL**

The following conditions will apply:

- Price quoted must be valid for ninety (90) days from date of your offer.
- Price quoted must be firm and must be inclusive of VAT.
- A firm delivery period must be indicated.
- Proof of municipal account.
- Proof of a summary report of central supplier database

This proposal will be evaluated in terms of the 80/20 preference point system as prescribed in the Preferential Procurement Regulations, 2022 pertaining to the PPPF Act (No 5 of 2000) and Supply Chain Management Policy of Frances Baard District Municipality (NB: MBD forms are obtainable at FBDM office during working hours as well as on the FBDM website: [www.francesbaard.gov.za](http://www.francesbaard.gov.za)):

- MBD 1 Invitation to bid
- MBD 3.1 Pricing schedules
- MBD 4 Declaration of interest
- MBD 6.1 Preference claim in terms of the preferential procurement regulations
- MBD 7.2 Contract form
- MBD 8 Past supply chain management practice
- MBD 9 Certificate of independent bid determination

Professional indemnity insurance: The employer shall not award a contract to any tenderer that does not hold valid professional indemnity (PI) insurance providing cover in an amount of not less than R500 000 in respect of every claim during the period of insurance. Proof of insurance must be submitted for each member firm of the project team with the tender.

## **19. DISQUALIFICATIONS**

A bid not complying with the requirements stated hereunder will be regarded as not being an "acceptable bid" and as such will be disqualified.

- If a valid original tax clearance certificate (or in the case of a joint venture, of all the partners in the joint venture) has not been submitted with the bid document. Certified or scanned copies of tax clearance certificates are not allowed.
- If any pages have been removed from the bid document, and have therefore not been submitted, or a copy of the original bid document has been submitted.
- Failure to initial next to all corrections, i.e. information that was scratched out, written over.
- Non-attendance or late coming to the compulsory briefing meeting as stipulated in the advertisement and failure to submit the signed briefing section certificate.
- Failure to properly sign all relevant pages of the bid document by a person duly authorised to do so.
- Failure to submit an authority for the signatory to sign on behalf of the company.
- The bid has been submitted either in the wrong bid box or after the relevant closing date and time.
- No bids transmitted by telegram, telex, facsimile, e-mail or similar apparatus/means shall be considered.
- If any bidder who during the last five years has failed to perform satisfactorily on a previous contract with the municipality, municipal entity or any other organ of state after written notice was given to that bidder that performance was unsatisfactory.
- If proof of membership/registration with ECSA, as required, has not been attached to the bid document. (Certified copy of registration)
- If the bidder or any of his directors is listed on the register of bid defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.
- Failure to attach a copy of a valid signed Joint Venture agreement (if applicable) to the bid document.
- If the information submitted by bidders is fraudulent, factually untrue or inaccurate.
- Bids submitted by bidders which are incomplete which do not comply with the mandatory requirements as stipulated in the document, including returnable documents and documents required for tender evaluation purposes.
- Failure to attach proof of professional indemnity insurance cover for at least R500 000.
- The tender price which is not fixed for a period of 2 years.

The closing date for submissions is **26 September 2025 at 12h00**. Proposals should be clearly marked: **BID 04/25: PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS** must be submitted / delivered to The Municipal Manager (Ms. Z.M. Bogatsu), Frances Baard District Municipal offices: 51 Drakensberg Avenue, Carters Glen, Kimberley. For bid document enquiries, please contact the supply chain management unit Mr. E. Tlhageng at 053 838 0946 and for technical assistance Mr. T. Stoffel at 053 838 0989.

**PART A  
INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE FRANCES BAARD DISTRICT MUNICIPALITY**

BID NUMBER:	BID 04/25	CLOSING DATE:	26 SEPTEMBER 2025	CLOSING TIME:	12H00PM
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DESCRIPTION	PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS
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**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (MBD7).**

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

<b>Frances Baard District Offices (Tender Box)</b>
<b>51 Drakensberg Avenue</b>
<b>Carters Glen</b>
<b>Kimberley</b>
<b>8301</b>

**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					
TAX COMPLIANCE STATUS	TCS PIN:		OR	CSD No:	
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes <input type="checkbox"/> No	

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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER PART B:3 ]
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE	R
SIGNATURE OF BIDDER	.....	DATE	
CAPACITY UNDER WHICH THIS BID IS SIGNED			

<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>		<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>	
DEPARTMENT	FINANCE – SCM	CONTACT PERSON	Mr. T. Stoffel
CONTACT PERSON	MR. E. Thageng	TELEPHONE NUMBER	053 838 0911
TELEPHONE NUMBER	053 838 0946	FACSIMILE NUMBER	053 861 1538
FACSIMILE NUMBER	053 861 1538	E-MAIL ADDRESS	terry.stoffel@fbdm.co.za
E-MAIL ADDRESS	eric.thageng@fbdm.co.za		

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

<b>1. BID SUBMISSION:</b>	
1.1.	BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2.	<b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED– (NOT TO BE RE-TYPED) OR ONLINE</b>
1.3.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
<b>2. TAX COMPLIANCE REQUIREMENTS</b>	
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 THE TAX COMPLIANCE STATUS (TCS) CERTIFICATE 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	FOREIGN SUPPLIERS MUST COMPLETE THE PRE-AWARD QUESTIONNAIRE IN PART B:3.
2.5	BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.6	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.7	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
<b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>	
3.1.	IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE ENTITY HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.5.	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</b>	

**NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.  
NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE.**

SIGNATURE OF BIDDER: .....

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

DATE: .....

**PRICING SCHEDULE – FIRM PRICES**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

Name of bidder .....	BID: <b>04/25</b>
Closing Date 26 September 2025	

**BID 04/25: PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM FOR TWO (2) YEARS**

**C2.1.1 PREAMBLE TO THE SCHEDULE OF QUANTITIES**

C2.1.1.1 The following words shall have the meanings hereby assigned to them:

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

Quantity: The number of units of work for each item of the services.

Rate: The payment per unit of work at which the bidder bids to do the work for the services. All rates and sums of money quoted in the pricing schedule shall be in rands and whole cents. Fractions of a cent shall be discarded.

Amount: The product of the quantity and the rate bid for an item.

Lump sum: An amount tendered for an item, the extent of which is described in the schedule of quantities, the scope of work or elsewhere, but of which the quantity of work for the services is not measured in units.

Rate only: An amount per unit to be entered by the bidder for execution of the specific work for the services. No quantity is provided for this item, which may or may not be used by the employer to extend the work to be done under the contract.

C2.1.1.2 The short descriptions of the payment items in the pricing schedule are given to identify the items and to provide specific details. Reference shall inter alia be made to the scope of work and as per the Guideline for Services and Processes for Estimating Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No 46 of 2000), Board Notice 138 of 2015 as gazetted in Government Gazette No 339480, 4 December 2015.

C2.1.1.3 Any quantities set out in the pricing schedule are approximate quantities. The quantities of work accepted and certified for payment for the services, and **not** the quantities given in the pricing schedule, will be used to determine payments to the service provider.

The validity of the contract shall in no way be affected by differences between the quantities in the pricing schedule and the quantities finally certified for payment. Work for the services will be valued at the rates or lump sums, subject to the provisions of paragraphs C2.1.1.4, C2.1.1.5 and C2.1.1.6 below.

C2.1.1.4 The prices and rates are to be inserted in the schedule of quantities are to be full inclusive prices for the work described under the several items. The bid rates are all-inclusive and covers the execution of the activities as listed, including all accommodation, travelling expenses, all mandatory taxes and levies (excluding VAT), all liaison, insurance against damage, all general risks, liabilities, obligations set forth or implied in the documents on which the tender is based, overhead charges and profit, compensation for loss as well as any other possible expenses which have not been specifically mentioned, but which may be related to the execution of the work for the services. Reasonable prices shall be inserted as these will be used as a basis for assessment of payment for additional work that may have to be carried out.

Value added tax (VAT) shall be excluded from the rates and prices and provided for as the total VAT on the cost of the services in the pricing schedule.

C2.1.1.5 A price or rate is to be entered against each item in the schedule of quantities, whether the quantities are stated or not. An item against which no price is entered will be considered to be covered by the other prices or rates in the Schedule.

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

C2.1.1.6 Subject to the conditions stated in this section, the rates and lump sums filled in by the bidder in the schedule of quantities shall be final and binding with regard to submitting the bid and may not be adjusted should there be any mistakes in the extensions thereof and in the total sums appearing in the bid. Should there be discrepancies between the bid sum and the correctly extended and totalled pricing schedule, the bid sum will be deemed correct, and the employer will have the right to make such adjustments to the rates as he deems necessary to reconcile the total of the pricing schedule with the bid sum.

In such an event the bidder will be consulted but, failing agreement between the parties, the decision of the employer will be final and binding. Adjustment of the bid rates will take place only after acceptance of the bid, but prior to the signing of the contract. In their own interest, bidders should

make doubly sure of the correctness of their bid rates, the extensions and the bid sum.

- C2.1.1.7 The tenderer must price each item in the schedule of quantities in non-erasable **BLACK INK**.
- C2.1.1.8 All prices and rates shall exclude value added tax (VAT). The tenderer shall calculate value added tax and enter it at the end of the summary of the schedule of quantities.
- C2.1.1.9 Tenderers are to note that only those recoverable expenses listed in the activity schedule will be reimbursed to the service provider. No reimbursement of costs for subsistence, typing, printing/copying (other than reports and/or tender documents), communications or computer hardware and/or software will be made, and these costs will be deemed to be included in the rates, sums, fees and prices for normal and additional services rendered.
- C2.1.1.10 The rates quoted shall be firm for the full period of contract. Variations will however be made if there is a variation in the VAT rate.

**FRANCES BAARD DISTRICT MUNICIPALITY**  
**BID NO 04/25:**  
**PROVISION OF PROFESSIONAL SERVICES FOR THE QUALITY ASSESSMENTS**  
**AUDIT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE FRANCES**  
**BAARD DISTRICT FOR A PERIOD OF 2 YEARS**

<b>PRICING SCHEDULE</b>	<b>Part C2.2</b>
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**MBD 3.3**

<b>Rural Road Asset Management System Year: 2025-2026</b>				
Description	Unit	Quantity	Rate	Total
1. Project management and integration management	Sum			
2. Road network integration	Sum			
3. Data collection processing and analysis:				
3.1 Paved Roads	km	72		
3.2 Unpaved Roads	km	40		
3.3 Bridges	No	2		
3.4 Major Culverts	No	10		
3.5 Minor Culverts	No	15		
3.6 Ancillary Assets	No	1000		
3.7 Borrow pits	No	2		
3.8 Traffic counts	No	20		
4. Road safety audits	km	20		
5. GeoRRAMS software audit	Sum			
6. Documentation	Sum			
7. Training	Sum			
8. Disbursements	Sum			
<b>Sub-Total</b>				
<b>VAT (15%)</b>				
<b>TOTAL BID AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>				

Below please find two (2) tables relating to staff and reimbursable costs which must be completed for the bid to be responsive. Please note that the rates supplied must be the rates on which the budget in the above Pricing Schedule is based. These rates will only be used for additional costs approved by FBDM for work outside the original scope of work.

Table 1: Staff Costs

<b>Staff Costs</b>				
<b>Item no.</b>	<b>Personnel name</b>	<b>Professional registration</b>	<b>Project designation</b>	<b>Hourly unit cost rate (R/C)</b>

Table 2: Reimbursable Costs

<b>Reimbursable Costs (Travel, accommodation and incidentals)</b>		
<b>Item</b>	<b>Unit</b>	<b>Rate</b>
Travel	Km	
Car hire (Group A)	Days	
Accommodation	Nights	
Per diem	Days	

**FRANCES BAARD DISTRICT MUNICIPALITY**  
**BID NO 04/25:**  
**PROVISION OF PROFESSIONAL SERVICES FOR THE IMPLEMENTATION AND**  
**MANAGEMENT OF THE RURAL ROAD ASSET MANAGEMENT SYSTEM IN THE**  
**FRANCES BAARD DISTRICT FOR A PERIOD OF 2 YEARS**

<b>PRICING SCHEDULE</b>	<b>Part C2.2</b>
-------------------------	------------------

**MBD 3.3**

<b>Rural Road Asset Management System Year: 2026-2027</b>				
Description	Unit	Quantity	Rate	Total
1. Project management and integration management	Sum			
2. Road network integration	Sum			
3. Data collection processing and analysis:				
3.1 Paved Roads	km	15		
3.2 Unpaved Roads	km	14		
3.3 Bridges	No	2		
3.4 Major Culverts	No	10		
3.5 Minor Culverts	No	10		
3.6 Ancillary Assets	No	500		
3.7 Borrow pits	No	2		
3.8 Traffic counts	No	10		
4. Road safety audits	km	50		
5. GeoRRAMS software update	Sum			
6. Documentation	Sum			
7. Training	Sum			
8. Disbursements	Sum			
<b>Sub-Total</b>				
<b>VAT (15%)</b>				
<b>TOTAL BID AMOUNT CARRIED FORWARD TO FORM OF OFFER AND ACCEPTANCE</b>				

Below please find two (2) tables relating to staff and reimbursable costs which must be completed for the bid to be responsive. Please note that the rates supplied must be the rates on which the budget in the above Pricing Schedule is based. These rates will only be used for additional costs approved by FBDM for work outside the original scope of work.

Table 1: Staff Costs

Staff Costs				
Item no.	Personnel name	Professional registration	Project designation	Hourly unit cost rate (R/C)

Table 2: Reimbursable Costs

Reimbursable Costs (Travel, accommodation and incidentals)		
Item	Unit	Rate
Travel	Km	
Car hire (Group A)	Days	
Accommodation	Nights	
Per diem	Days	

Does offer comply with specification?

\*YES/NO

- If not to specification, indicate deviation(s) .....
- Period required for delivery .....
- Delivery basis \*Delivery: Firm / Not firm

**Note: \*All delivery costs must be included in the bid price, for delivery at the prescribed destination.**

**\*Delete if not applicable**

## DECLARATION OF INTEREST

1. No bid will be accepted from persons in the service of the state\*.
2. Any person, having a kinship with persons in the service of the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid. In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons connected with or related to persons in service of the state, it is required that the bidder or their authorised representative declare their position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest.

**3 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

3.1 Full Name: .....

3.2 Identity Number: .....

3.3 Company Registration Number: .....

3.4 Tax Reference Number: .....

3.5 VAT Registration Number: .....

3.6 Are you presently in the service of the state\* **YES / NO**

3.6.1 If so, furnish particulars.

.....  
.....

3.7 Have you been in the service of the state for the past twelve months? **YES / NO**

3.7.1 If so, furnish particulars.

.....  
.....

3.8 Do you, have any relationship

---

\* MSCM Regulations: "in the service of the state" means to be –

- (a) a member of –
  - (i) any municipal council;
  - (ii) any provincial legislature; or
  - (iii) the national Assembly or the national Council of provinces;
- (b) a member of the board of directors of any municipal entity;
- (c) an official of any municipality or municipal entity;
- (d) an employee of 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);
- (e) a member of the accounting authority of any national or provincial public entity; or
- (f) an employee of Parliament or a provincial legislature.

(family, friend, other) with persons in the service of the state and who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.8.1 If so, furnish particulars.

.....  
.....

3.9 Are you, aware of any relationship (family, friend, other) between a bidder and any persons in the service of the state who may be involved with the evaluation and or adjudication of this bid?

**YES / NO**

3.9.1 If so, furnish particulars

.....  
.....

3.10 Are any of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.10.1 If so, furnish particulars.

.....  
.....

3.11 Are any spouse, child or parent of the company's directors, managers, principal shareholders or stakeholders in service of the state?

**YES / NO**

3.11.1 If so, furnish particulars.

.....  
.....

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

CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE. (A FALSE DECLARATION MAY RESULT IN CANCELLATION OF CONTRACT AND BLACK LISTING)

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL  
PROCUREMENT REGULATIONS 2022**

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

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

**1. GENERAL CONDITIONS**

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

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

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

*(delete whichever is not applicable for this tender).*

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
<b>PRICE</b>	80
<b>SPECIFIC GOALS</b>	20
<b>Total points for Price and SPECIFIC GOALS</b>	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

- P<sub>s</sub> = Points scored for price of tender under consideration  
P<sub>t</sub> = Price of tender under consideration  
P<sub>min</sub> = Price of lowest acceptable tender

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

#### 3.2.1. POINTS AWARDED FOR PRICE

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

$$Ps = 80 \left( 1 + \frac{Pt - Pmax}{Pmax} \right) \text{ or } Ps = 90 \left( 1 + \frac{Pt - Pmax}{Pmax} \right)$$

Where

- Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender

### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Enterprises located in the district municipal area		20		

**DECLARATION WITH REGARD TO COMPANY/FIRM**

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. I, the undersigned, who is duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the specific goals as advised in the tender, qualifies the company/ firm for the preference(s) shown and I acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary

proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

- (a) disqualify the person from the tendering process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

.....	
<b>SIGNATURE(S) OF TENDERER(S)</b>	
<b>SURNAME AND NAME:</b>	.....
<b>DATE:</b>	.....
<b>ADDRESS:</b>	.....
	.....
	.....
	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

**PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)**

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of Bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

## DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Municipal Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by municipalities and municipal entities 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 rejected if that bidder, or any of its directors have:
  - a. abused the municipality's / municipal entity's supply chain management system or committed any improper conduct in relation to such system;
  - b. been convicted for fraud or corruption during the past five years;
  - c. willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
  - d. been listed in the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004).
- 4 **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**

Item	Question	Yes	No
4.1	<p>Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?</p> <p>(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).</p> <p><b>The Database of Restricted Suppliers now resides on the National Treasury's website(<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) and can be accessed by clicking on its link at the bottom of the home page.</b></p>	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.1.1	If so, furnish particulars:		
4.2	<p>Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</p> <p><b>The Register for Tender Defaulters can be accessed on the National Treasury's website (<a href="http://www.treasury.gov.za">www.treasury.gov.za</a>) by clicking on its link at the bottom of the home page.</b></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 of law outside 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:		
<b>Item</b>	<b>Question</b>	<b>Yes</b>	<b>No</b>
4.4	Does the bidder or any of its directors owe any municipal rates and taxes or municipal charges to the municipality / municipal entity, or to any other municipality / municipal entity, that is in arrears for more than three months?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		
4.5	Was any contract between the bidder and the municipality / municipal entity or any other 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"/>
4.7.1	If so, furnish particulars:		

**CERTIFICATION**

**I, THE UNDERSIGNED (FULL NAME) .....  
CERTIFY THAT THE INFORMATION FURNISHED ON THIS  
DECLARATION FORM 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 Municipal Bidding Document (MBD) must form part of all bids<sup>1</sup> 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).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Municipal Supply Regulation 38 (1) prescribes that a supply chain management policy must provide measures for the combating of abuse of the supply chain management system, and must enable the accounting officer, among others, to:
  - a. take all reasonable steps to prevent such abuse;
  - b. reject the bid of any bidder if that bidder or any of its directors has abused the supply chain management system of the municipality or municipal entity or has committed any improper conduct in relation to such system; and
  - c. cancel a contract awarded to a person if the person committed any corrupt or fraudulent act during the bidding process or the execution of the contract.
  
- 4 This MBD 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 (MBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

<sup>2</sup> 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:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Municipality / Municipal Entity)

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 consortium<sup>3</sup> 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.

<sup>3</sup> 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

Js9141w 4

# **THE NATIONAL TREASURY**

**Republic of South Africa**



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## **GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**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.

## TABLE OF CLAUSES

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

## General Conditions of Contract

### 1. Definitions

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

RSA.

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

obligations of the supplier covered under the contract.

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

## **2. Application**

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

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

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

## **3. General**

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

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

## **4. Standards**

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

## **5. Use of contract documents and information; inspection.**

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

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

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

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

## **6. Patent rights**

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

**7. Performance 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 Programme (NIP)** 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.