



**DEPARTMENT OF WATER AND SANITATION
REPUBLIC OF SOUTH AFRICA**

DUE AT 11:00am
(CLOSING DATE: 17 OCTOBER 2024)

BID DWS16-0924WTE

**THE APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER (PSP) TO PROVIDE
SERVICES OF AN ARCHAEOLOGIST FOR THE PROPOSED GROOT LETABA RIVER WATER
DEVELOPMENT: CONSTRUCTION OF NEW NWAMITWA DAM AND ASSOCIATED
INFRASTRUCTURE, LIMPOPO PROVINCE FOR THE BRANCH INFRASTRUCTURE
MANAGEMENT (BRANCH: IM) WITHIN THE DEPARTMENT OF WATER AND SANITATION
(DWS) FOR A PERIOD OF TWO (2) YEARS**

SUBMIT BID DOCUMENTS TO:

POSTAL ADDRESS

DIRECTOR GENERAL:
WATER AND SANITATION
PRIVATE BAG X313
PRETORIA, 0001

OR

TO BE DEPOSITED IN

THE BID BOX AT THE ENTERENCE
OF ZWAMADAKA BUILDING
157 FRANCIS BAARD STREET
PRETORIA, 0001

Compulsory briefing session

Date: 03 OCTOBER 2024

Time: 10:00am

Venue: Nkambako Water Treatment Works in the Limpopo Province

GPS Coordinates: 23°44'42.0"S 30°29'27.0"E

TENDERER: (Company Address and Stamp)

**COMPILED BY:
DEPARTMENT OF WATER AND SANITATION**

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)							
BID NUMBER:	DWS16-0924WTE		CLOSING DATE: 17 October 2024		CLOSING TIME: 11:00am		
DESCRIPTION	THE APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER (PSP) TO PROVIDE SERVICES OF AN ARCHAEOLOGIST FOR THE PROPOSED GROOT LETABA RIVER WATER DEVELOPMENT: CONSTRUCTION OF NEW NWAMITWA DAM AND ASSOCIATED INFRASTRUCTURE, LIMPOPO PROVINCE FOR THE BRANCH INFRASTRUCTURE MANAGEMENT (BRANCH: IM) WITHIN THE DEPARTMENT OF WATER AND SANITATION (DWS) FOR A PERIOD OF TWO (2) YEARS						
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)							
THE ENTRANCE OF ZWAMADAKA BUILDING							
157 FRANCIS BAARD STREET							
PRETORIA							
0001							
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO				TECHNICAL ENQUIRIES MAY BE DIRECTED TO:			
CONTACT PERSON	Bid Office			CONTACT PERSON	Dr Jabulani Maluleke		
TELEPHONE NUMBER	012 336 8151/7780			TELEPHONE NUMBER	066 3005533		
FACSIMILE NUMBER	N/A			FACSIMILE NUMBER			
E-MAIL ADDRESS	bidenquiries@dws.gov.za			E-MAIL ADDRESS	malulekej2@dws.gov.za		
SUPPLIER INFORMATION							
NAME OF BIDDER							
POSTAL ADDRESS							
STREET ADDRESS							
TELEPHONE NUMBER	CODE		NUMBER				
CELL PHONE NUMBER							
FACSIMILE NUMBER	CODE		NUMBER				
E-MAIL ADDRESS							
VAT REGISTRATION NUMBER							
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA		
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN-BASED SUPPLIER OF THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]		
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS							
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?					<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.							

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....

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

TERMS OF REFERENCE (TOR) FOR THE APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER (PSP) TO PROVIDE SERVICES OF AN ARCHAEOLOGIST FOR THE PROPOSED GROOT LETABA RIVER WATER DEVELOPMENT: CONSTRUCTION OF NEW NWAMITWA DAM AND ASSOCIATED INFRASTRUCTURE, LIMPOPO PROVINCE FOR THE BRANCH INFRASTRUCTURE MANAGEMENT (BRANCH: IM) WITHIN THE DEPARTMENT OF WATER AND SANITATION (DWS) FOR A PERIOD OF TWO (2) YEARS

1. BACKGROUND AND OBJECTIVES

The Groot Letaba River Water Project is a major initiative by the Department of Water and Sanitation (DWS) in support of Limpopo Provincial Government's economic development strategy for the province. The project will have a positive impact on the regional economics and alleviating poverty. This will be mainly achieved through.

- Increasing safe reliable water supplies for domestic and industrial use.
- Minimizing the frequency, intensity, and duration of restrictions on the use of water allocated for irrigation of high value crops.
- Providing leverage for equitable distribution of resources.

The Minister of Water and Sanitation has approved the project. An Environmental Impact Assessment (EIA) has been carried out for this project.

The Heritage Resources Specialist Study was conducted for heritage impact assessment as part of the EIA to investigate the implications of the proposed project (Annexure 1 of the this tender document). The position of graves and archaeological sites on the area affected has been identified as part of the assessment/ specialist study. The survey/study identified twenty-six (26) sites of cultural significance located in the development area (10 sites) as well as in the dam basin (16 sites):

- Five (5) Stone Age sites;
- Nine (9) Iron Age sites;
- Four (4) sites dating of historic times; and
- Eight (8) sites containing graves.

According to the study, "All of the identified sites are judged, according to Section 7 of the National Heritage Resources Act, No. 25 of 1999, to have Grade III significance. The implication of this is that there are no sites of cultural heritage significance that would prevent the construction of the dam and the associated infrastructure from taking place. However, in accordance with Section 28 of the National Heritage Resources Act, No. 25 of 1999, mitigation measures should be implemented for the identified sites, after obtaining of the required permits from SAHRA and other Departments, e.g., the Department of Health.

The Heritage study made the recommendations:

- The identified Stone Age tools occurring in the area should be collected, ideally when mitigation of the archaeological sites take place, i.e. when the archaeologists are active in the area. This collection can then be used in a local display on the prehistory of the area, or by local schools in their educational activities.

- Documentation (mapping and photographing) and limited excavations should be done on the identified Late Iron Age sites.
- Documentation (mapping and photographing) of some of the identified historic structures should be done.
- Workshops should be held with members of local communities in order to identify places to which oral traditions are attached or which are associated with living heritage, e.g. initiation sites, sacred sites, battlefields, etc.
- Graves should be relocated only after consultation with descendants.
- Workshops should be held by the archaeologists/heritage consultants with them about what to expect and how to act if something is uncovered.
- A direct link should be established by the developers with the archaeologist, who should be always on call, if something is uncovered.

Environmental Authorisations (EA) for the project was also issued by the Department of Forestry, Fisheries, and the Environment (DFFE). To comply with the conditions of the EA, Archaeologist must be appointed to fulfil archaeological specialist duties which will include further investigation, confirmation and analysis of sites identified. Furthermore, to propose mitigation and relocation of archaeological sites which will include obtaining relevant permits and approvals, oversee exhumation, relocation, and reburial of the graves where necessary.

These TOR is applicable to the appointment of the Archaeologist to implement the recommendations of Phase 1- Heritage Impact Assessment and condition of the EA that deals with sites of cultural heritage significance affected by the project.

2. SCOPE OF WORK

3.1 Further Investigation, Confirmation, Analysis and Relocation of cultural significance Sites

- 3.1.1 Verification and further analysis of all sites identified in the study (26 sites has been identified comprising of Stone age, Iron age, sites dating of historic times, and graves);
- 3.1.2 Identify and Engage the affected families.
- 3.1.3 Conduct required Public Participation Process (notifications, consultations, etc.) as per the NHRA and associated regulations.
- 3.1.4 Compile Stakeholder Engagement Report.
- 3.1.5 Compile documentation (mapping and photographing) of the cultural significance sites and structures.
- 3.1.6 Prioritise the cultural significance sites for relocation according to the construction program, site layout, and other factors;
- 3.1.7 Obtain relevant approvals (Family permission, SAPS Affidavit, Accepting cemetery, etc.)
- 3.1.8 Prepare and submit relevant permits applications to the South African Heritage Resources Agency (SAHRA) for exhumation, relocation and reburials.
- 3.1.9 Coordinate and procure the traditional requirements for graves relocation as per family's guidance.
- 3.1.10 Prepare the relocations, exhumation, and reburial plan report.
- 3.1.11 Undertake relocations upon decision from the relevant authority (ies).
- 3.1.12 Prepare monthly progress reports for submission to DWS.
- 3.1.13 Close-out meeting and Report for the full scope of work.

3. PROPOSED PROJECT TASKS

The work shall include, but shall not be limited to the following key tasks:

- Further investigation, confirmation, and analysis of all sites
- Social consultation process
- Obtaining necessary permits/authorisations
- Mitigation and relocation of archaeological sites
- Exhumation of Graves
- Completion Report

4.1 Task 1: Project Inception

The project will be initiated through an Inception Meeting between PSP and DWS to discuss the proposed scope of the cultural significance mitigation and relocation. The purpose of an Inception Report is to capture all important tasks that would be necessary for the successful completion of the project which may for one reason, or another have been overlooked in the compilation of the original Terms of Reference or the proposal submitted by the PSP. Furthermore, to set communication and reporting lines with DWS. In addition to finalize a detailed program.

4.2 Task 2: Project Management

Project Management will be the responsibility of the PSP throughout the lifespan of the project. During the project the PSP will be involved in various meetings. Bidders must account for the following:

- Clearly defining and agreeing upon objectives, tasks, milestones, time frames and project goals between PSP's project team and DWS.
- Maintaining constant and effective communication with all stakeholders involved in the project.
- Monthly progress meetings in a bid to identify challenges and develop a risk assessment of the project.
- Quality control of the project reports is the responsibility of PSP. Reports must be approved by DWS before submitting them to relevant authority. The PSP shall ensure that all reports are produced in the format required by the DWS. Any reports that display a lack of reasonable quality by the PSP will be sent back before DWS can review them.

4.3 Task 3: Stakeholder Engagement Process

This task will include the establishment of a stakeholder consultative process to maintain appropriate interaction with the Interested and Affected Parties (I&APs); identification and engagement with the affected families, public announcement of the project; liaison with the local, provincial and national authorities; convening of public and stakeholder meetings, recording of the public interactions and responses; ensuring that the information needs of the stakeholders are met through a transparent process and the issuing of the necessary meeting notes, response reports, etc. The PSP will prepare and distribute starter information packs prior to meeting dates. The PSP will take minutes of all public meetings, which together with other public participation correspondence and documents will be captured in a separate supporting report, or as an annexure to the Investigation report.

4.4 Task 4: Phase 2 Heritage Impact Assessment

Phase 2 Heritage Impact Assessment to further investigate cultural implications it has on the proposed project and to obtain relocation permit /authorization. Estimated cost of relocation, exhumation and reburial must be included in the Project Proposal. The professional undertaker or funeral parlour must be appointed in terms of the National Health Act.

4.5 Task 5: Authorisations and Permits

Obtain permits from SAHRA for exhumation, relocation, and reburials.

- Obtain other relevant approvals such as:
 - Families approval/ consent letters
 - Consent from the SAPS
 - Accepting/ receival cemetery (i.e., Municipality, Traditional Authority, etc.)
 - Department of Health (if required)
 - Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs (COGHSTA), if required

4. ACTIVITY SCHEDULE

The PSP shall compile and submit reports to DWS: Engineering Services in the following manner:

Deliverables	Quantity	Due Date
Phase 1: Investigation and verification		
Report on all the findings of Phase 2 including all supporting documents. Comprehensive report including but not limited to; <ul style="list-style-type: none">• Confirmation of co-ordinates of all graves and archaeological sites including additional graves located,• All relevant information regarding each site,• The priority for the relocation of the various grave sites identified,• The progress with authorisation for exhumation of the grave sites,• Any difficulties and problems encountered which could affect the construction of the project and recommended mitigation measures,• The status of each archaeological site including whether further work such as excavation and preservation of the site is required,• The priority for further work on archaeological sites, and	1 report	As per the financial proposal submitted by the Service provider

Deliverables	Quantity	Due Date
<ul style="list-style-type: none"> A map of the contract area reflecting the position of graves and archaeological sites, Any other relevant information that could affect the construction of the proposed project. 		
<ul style="list-style-type: none"> Grave register 	1 report	
<ul style="list-style-type: none"> Archaeological site register 	1 report	
Phase 2: Relocation of graves		
<ul style="list-style-type: none"> Pre-consultation meetings 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Social consultation process and report. 	1 report	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Application process and approvals for graves sites 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Site visits 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Oversee the exhumation of grave sites 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
Phase 3: Extraction and mitigation measures for archaeological sites		
<ul style="list-style-type: none"> Pre-consultation meetings 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Application process and approvals for archaeological sites 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Site visits 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
<ul style="list-style-type: none"> Relocation and/ or mitigation of archaeological sites according to priorities assigned 	As per the financial proposal submitted by the Service provider	As per the financial proposal submitted by the Service provider
Phase 4: Completion Report		

Deliverables	Quantity	Due Date
Completion Report containing a summary of the process and activities undertaken shall be submitted at the end of the project detailing the relocation of graves and mitigations measures performed on archaeological sites.		As per the financial proposal submitted by the Service provider
Archaeological sites	Volume 1 report	As per the financial proposal submitted by the Service provider
Graves	Volume 2 report	As per the financial proposal submitted by the Service provider

5. LEGISLATIVE REQUIREMENTS

- Comply with amongst others relevant Legislation and associated policies and guidelines:
 - National Heritage Resources Act No. 25 of 1999.
 - National Environmental Management Act No. 107 of 1998 and related regulations and policies.
 - Occupational Health and Safety Act No. 85 of 1993.
 - Construction Regulations, 2014.
 - National Health Act, 2003 (Act No. 61 of 2003)

6. PRINCIPLES

The principles that should be adhered to are according to the relevant South African professional bodies' code of conduct and the Rules of conduct for Registered Persons with the following professional body:

- Association of the Southern African Professional Archaeologists (ASAPA).

7. TERM

The start date for service will be the date on the DWS purchase order and the end date will be as per the financial proposal submitted by the Service Providers. The term contract duration is two (2) years.

8. EVALUATION CRITERIA

Bids will be evaluated in four (4) phases as per PPPFA, Act No.5 of 2000 (PPPFA). The bidder scoring the highest points in phase 4 (Preference Points System) will be recommended for award. The lowest acceptable bid will score 80 points for price and a maximum of 20 points will awarded for specific goals. Four (4) evaluation phases as follows:

Phase 1- Mandatory requirements, Phase 2-Functionality Compliance, Phase 3- Administrative compliance, and Phase 4- Preference Point System.

Phase 1: Mandatory Requirements

Bidders are required to comply with the following listed below: - Failure to comply will lead to disqualification of the proposal.

No	Criteria	Yes	No
1	Bidders must attend the compulsory briefing and bidders name must appear on the attendance register.		
2	Lead Specialist (Project Manager/ team leader) must be registered with recognised Professional body, Association of the Southern African Professional Archaeologists (ASAPA). (attach a valid certified registered certificate).		

Phase 2: Functionality Compliance

Bidders must score at least 70 out of 100 in respect of functionality to qualify for advancement to Phase 3. A bidder that scores less than 70 out of 100 will be regarded as submitting a non-responsive bid and will be disqualified.

Functionality shall be scored using the following returned schedules in Annexure A

2.1 Form 1: Methodology

2.2 Form 2: Experience of Key Personnel: Project Manager/ Team Leader

2.3 Form 3: Qualifications of Key Personnel: Project Manager/ Team Leader

2.4 Form 4: Schedule of Previous Work carried out by the company

Functionality Table

2.1 Form 1: Opening statement

Form 1 will be evaluated using the SANS Logarithmic scale. The prompts for judgement and the associated scores used in evaluation of quality shall be as follows:

40 = poor, 70 = satisfactory, 90 = good and 100 = Very good. The evaluators are to score the bidder and use the scored value to determine the achieved weight of the criterion.

Example of evaluation

Criteria	SCORE (out of 0% - 100%)	WEIGHT (POINTS)	Bidders score (% SCORE x 30 points)
Sub-Criteria	Score according to SANS ISO 10845-3:2022 ed2 Table A.4	Max allowed points for a (per) sub-criteria.	
Example 1	40 score (=40%): Poor	30	$30 * 40\% = 12$
Example 2	70 score (=70%): satisfactory	30	$30 * 70\% = 21$
Example 3	90 score (=90%): Good	30	$30 * 90\% = 27$
Example 4	100 score (=100%): very Good	30	$30 * 100\% = 30$

Returnable Forms	Criteria	SCORE (out of 0% -100%)	Weight of Criterion	Bidders score
Form 1:	<u>Methodology</u> The proposal must clearly indicate the following requirements: 1. Approach paper: Work plan, timeframes, and task description in compliance to legislations related to the scope of work must be shown in detail (including charts). This should include the following: <ul style="list-style-type: none"> • Project inception • Project management • Authority consultation • Public Participation Process 2. Action Plan and interpretation of related legislation involved which must include: <ul style="list-style-type: none"> • Further investigation, confirmation, and analysis of all sites • Obtaining necessary permits/authorisations • Mitigation and relocation of archaeological sites • Exhumation and relocation of Graves • Completion Report 3. Project team: including resources plan (team capabilities to fulfil the scope of services, attach CV's).		30	
	Precision and relevant detail provided for all items, innovation and value demonstrated.	100		
	Comprehensive detail provided for all items, little gaps in requirements. Meets minimum standard. <ul style="list-style-type: none"> • The approach is specifically tailored to address specific project objectives and methodology. 	90		
	Acceptable level of detail, accuracy, and relevance for all items, however, fails in some areas. <ul style="list-style-type: none"> • The approach paper does not adequately deal with the critical characteristics of the project. 	70		

Returnable Forms	Criteria	SCORE (out of 0% -100%)	Weight of Criterion	Bidders score
	<p>Limited information provided and further information on all items required.</p> <ul style="list-style-type: none"> The tenderer has misunderstood certain aspects of the scope of work. The organisational chart is sketchy and there is no clarity in allocation of staff and responsibility. 	40		

2.2 Form 2: Opening statement

Form 2 will be evaluated using quantitative indicators. The associated scores used in evaluation of quantity shall be point value 1-5.

Example of evaluation

Criteria	Point value (1-5)	SCORE (out of 0% - 100%)	WEIGHT (POINTS)	Bidders score (% score x 30 points)
Sub-Criteria		Point value÷5*100	Max allowed points for a (per) sub-criteria.	
Example 1	1	20 score (=20%)	30	30 * 20% = 6
Example 2	2	40 score (=40%)	30	30 * 40% = 12
Example 3	3	60 score (=60%)	30	30 * 60% = 18
Example 4	4	80 score (=80%)	30	30 * 80% = 24
Example 5	5	100 score (=100%)	30	30 * 100%= 30

Returnable Forms	Criteria	Point value (1-5)	Weight of Criterion	Bidder Score
Form 2	<u>Experience of Key Personnel: Project Manager/ team leader: Archaeological services</u> Full resume with relevant project related archaeological experience. Signed relevant business reference letters (confirmation letter/ referral letter/ recommendation letter) for previous completed jobs must be attached.		30	
	5 and more projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	5		
	4 projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	4		

Returnable Forms	Criteria	Point value (1-5)	Weight of Criterion	Bidder Score
	3 projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	3		
	2 projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	2		
	1 project covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	1		

2.3 Form 3: Opening statement

Form 3 will be evaluated using quantitative indicators. The associated scores used in evaluation of quantity shall be point value 1-5.

Example of evaluation

Criteria	Point value (1-5)	SCORE (out of 0% - 100%)	WEIGHT (POINTS)	Bidders score (% score x 10 points)
Sub-Criteria		Point value÷5*100	Max allowed points for a (per) sub-criteria.	
Example 1	1	20 score (=20%)	10	10 * 20% = 2
Example 2	2	40 score (=40%)	10	10 * 40% = 4
Example 3	3	60 score (=60%)	10	10 * 60% = 6
Example 4	4	80 score (=80%)	10	10 * 80% = 8
Example 5	5	100 score (=100%)	10	10 * 100% = 10

Returnable Forms	Criteria	Point value (1-5)	Weight of Criterion	Bidder Score
Form 3	<u>Qualifications: Project Manager/ team leader: Archaeologist (please include academic transcript if available)</u>		10	
	Relevant Master's degree or above	5		
	Relevant Honours Degree/Post graduate diploma	4		
	Relevant Bachelor's degree	3		
	Relevant National Diploma	2		
	Relevant Certificate	1		

2.4 Form 4: Opening statement

Form 4 will be evaluated using quantitative indicators. The associated scores used in evaluation of quantity shall be point value 1-5.

Example of evaluation

Criteria	Point value (1-5)	SCORE (out of 0% - 100%)	WEIGHT (POINTS)	Bidders score (% score x 30 points)
Sub-Criteria		Point value÷5*100	Max allowed points for a (per) sub-criteria.	
Example 1	1	20 score (=20%)	30	30 * 20% = 6
Example 2	2	40 score (=40%)	30	30 * 40% = 12
Example 3	3	60 score (=60%)	30	30 * 60% = 18
Example 4	4	80 score (=80%)	30	30 * 80% = 24
Example 5	5	100 score (=100%)	30	30 * 100% = 30

Returnable Forms	Criteria	Point value (1-5)	Weight of Criterion	Bidder Score
<u>Form 4:</u>	<u>Company previous work schedule</u>		30	
	Number of successful completions of Archaeologist assignments for civil engineering projects by the company. Attach a company profile with highlight your company's relevant experience in the field; signed relevant business reference letters (confirmation letter/ referral letter/ recommendation letter) for previous completed jobs must be attached.			
	5 and more projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	5		
	4 projects collectively covering at least three of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	4		
	3 projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	3		
	2 projects collectively covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	2		
	1 project covering any of the four areas mentioned in the study (Stone Age sites, Iron Age sites, Historical sites and graves relocation)	1		
TOTAL MAXIMUM POINTS			100	

Form 1: Methodology

The proposal must respond to the proposed scope of work/project design and outline the proposed approach /methodology and work plan complete with time frames, and where relevant and appropriate, propose the scope of work and / or modifications to the scope of work. The approach paper should articulate what the tenderer is offering to provide for the price tendered in the pricing data.

The tenderer must as such explain his / her understanding of the objectives of the assignment and the Employer's stated and implied requirements, highlight the issues of importance, and explain the technical approach they would adopt to address them. The approach should also include a quality plan which outlines processes, procedures, and associated resources, applied by whom and when, to meet the requirements.

The technical approach and methodology portion of the approach paper, read in conjunction with the work plan, should form the basis of the scope of work incorporated in the contract with the successful tenderer. Accordingly, this portion of the proposal should clearly articulate the project deliverables.

Form 2: Experience of Key Personnel: Project Manager/ team leader (Archaeologist)

Bidders must submit documentary proof in the form of relevant contactable reference letters from previous projects, with contact details confirming the exact start and end date of the project and their role in the project.

Client Name	Client Contact detail	Project Description and role	Start of the project	End of the project	Reference letter attached (Y/N)

If you cannot complete this form, attach a separate form in a company letter head with all the project specifics.

Form 3: Qualifications: Project Manager/ team leader: Archaeologist

Bidders must submit a documented proof (certified copy) of relevant qualifications. A supporting transcript should be included. Transcripts gives topics of your qualifications. Transcripts are not required if the qualification is clear.

Relevant Qualification, Archaeologist: Degree/diploma/certificate in heritage related field (Anthropology, Archaeology, Archives and records management, Conservation of the built environment, Conservation and preventive conservation, Collections (cultural & natural) management, Heritage resources management, History, Information Science (specialise in records management), Museum management and curatorship, Art History and Fine Arts, Courses that contribute to the preservation and promotion of indigenous Knowledge Systems and S.A. Living Heritage).

Form 4: Company previous work schedule

Bidders must submit documentary proof in the form of relevant contactable reference letters from previous projects, with contact details confirming the exact start and end date of the project.

Client Name	Client Contact detail	Project Description	Start of the project	End of the project	Reference letter attached (Y/N)

If you cannot complete this form, attach a separate form in a company letter head with all the project specifics.

Phase 3: Administrative Compliance

Bidders are required to comply with the following listed below:

No	Criteria	Yes	No
1	Companies must be registered with National Treasury's Central Supplier Database (CSD). Provide MAAA number on SBD1		
2	Tax compliant with SARS (to be verified through CSD and SARS). Attach SARS Pin Page.		
3	Active registration with Company Intellectual Property Commission (to be verified through CSD and CIPC) Attach copy of CIPC/CIPRO Certificate		
4	Complete, sign and submit Standard Bidding Documents forms (SBD 1, SBD 3.3, SBD 4, and SBD 6.1.		
5	The service provider (and in the case of a consortium or joint venture – at least one member of such consortium or joint venture) should submit a notary agreement between the parties must clearly identify the lead partner (if applicable)		
6	A valid copy of B-BBEE Status Level Verification Certificate or a valid original sworn affidavit (failure to submit, the Bidder will forfeit the relevant points allocated for B-BBEE under specific goals)		
7	A valid letter of Good Standing with the Compensation Commissioner in terms of the Compensation for Occupational Injuries and Diseases Act No. 130 of 1993		
8.	Letter of appointment of duly authorized person to sign bid. Proof of such authority must be submitted with the bid. If by an individual, must be signed by that individual or by someone on his behalf duly authorised thereto and proof of such authority must be produced. If the bid is by a Company, it must be signed by a person duly authorised thereto by a Resolution of a Board of Directors a copy of which Resolution, duly certified by the Chairman of the Company is to be submitted with the bid.		

Phase 4: Preference Point System

The bid will be awarded in terms of Regulation 4: Preferential Procurement Regulations, 2022 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000).

Bid proposals will be evaluated based on the 80/20 preference points where a maximum of 80 points will be awarded in respect of price and a maximum of 20 points will be awarded for goals.

Points claimed will be according to a bidder's specific goals claimed as indicated in Table 4 below.

Table 1: Specific goals for the tender and points claimed:

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)	Bidder's points claimed for specific goals (To be completed by Bidder)
Women	Up to 5	
People with disability	Up to 5	
Youth (35 and below)	Up to 5	
Location of enterprise Limpopo Province	2	
B-BBEE status level contribution from levels 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	Up to 20	

Specific goals means specific goals as contemplated in section 2(1)(d) of the PPPFA Act which may include contracting with persons, or categories of persons, historically disadvantaged by unfair discrimination on the basis of race, gender and disability including the implementation of programmes of the Reconstruction of Development Programme as published in *Government Gazette* No. 16085 date 23 November 1994.

Ownership means the percentage of ownership and control, exercised by individuals within an enterprise.

Disability means, in respect of a person, a permanent impairment of a physical, intellectual, or sensory function, which results in restricted, or lack of, ability to perform an activity in the manner, or within the range, considered normal for a human being.

- A blind person (in terms of the Blind Persons Act, 1968 (Act no.26 of 1968);
- A deaf person, whose hearing is impaired to such an extent that he/she cannot use it as a primary means of communication;
- A person who, as a result of permanent disability, requires a wheelchair, caliper or crutch to assist him/her to move from one place or another;
- A person who requires an artificial limb; or
- A person who suffers from a mental illness (in terms of the Mental Health Act, 1973 (Act no. 18 of 1973).

Youth means, in respect a person younger than 35 years of age.

Location of enterprise Local equals province. Where a project cuts across more than one province, the bidder may be located in any of the relevant provinces to claim and be allocated the points.

Women, disability, and youth will be measured by calculating the pro-rata percentage of ownership of the bidding company which meets the criterion. E.g., Company A has five

shareholders each of whom owns 20% of the company. Three of the five shareholders meet the criterion, i.e., they are women/disabled/youth. Therefore, this bidder will obtain 60% of the points allowable for this goal.

Table 2: Documents required for verification of Bidder's claimed points

Table 2

Specific Goal	Requires Proof Documents
Ownership by Women	Completed Percentage Ownership Affidavit (Annexure 1)
Ownership by people with disabilities	
Ownership by Youth	
Location of enterprise – Eastern Cape	Completed Location of Enterprise Affidavit (Annexure 2) and proof of such premises
B-BBEE status level1 or level 2 contributor who are Exempted Micro Enterprise or Qualifying Small Enterprise	B-BBEE verification certificate issued by a verification agency accredited by South African National Accreditation Agency (SANAS) or in the case of an EME or a QSE, if permitted in terms of the relevant code, a duly completed sworn affidavit on the relevant and appropriate form.

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

Only fair market prices will be accepted, and the Department reserves the right to not to award the bid to the lowest scoring bidder if it is determined that the prices quoted is not market related.

BIDDER'S DISCLOSURE

1. Purpose of the form

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract?

YES/NO

2.3.1 If so, furnish particulars:

.....

3 DECLARATION

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

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

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

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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

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 all bids:

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

1.2

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

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender

Points for this bid shall be awarded for:

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

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

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

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

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black

economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;

- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“price”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
 - 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

4. POINTS AWARDED FOR PRICE

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

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

80/20

or

90/10

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

or

$$P_s = 90 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

4.2 FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT

4.3 POINTS AWARDED FOR PRICE

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

80/20

or

90/10

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

or

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{max} = Price of highest acceptable bid

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

- 5.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of maximum points allocated (80/20 system)	Bidder's points claimed for specific goals (To be completed by Bidder)
Women	Up to 5	
People with disability	Up to 5	
Youth (35 and below)	Up to 5	
Location of enterprise Limpopo Province	2	
B-BBEE status level contribution from levels 1 to 2 which are QSE or EME	3	
Total points for SPECIFIC GOALS	Up to 20	

6. BID DECLARATION

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

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

7.1 B-BBEE Status Level of Contributor: . = (maximum of 10 or 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

8. SUB-CONTRACTING

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

(Tick applicable box)

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

8.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

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

Any EME		
Any QSE		

9. DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm:.....

9.2 VAT registration number:.....

9.3 Company registration number:.....

9.4 TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One person business/sole propriety
- ☐ Close corporation
- ☐ Company
- ☐ (Pty) Limited

[TICK APPLICABLE BOX]

9.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

9.6 COMPANY CLASSIFICATION

- ☐ Manufacturer
- ☐ Supplier
- ☐ Professional service provider
- ☐ Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1.</p> <p>2.</p>	<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p>
--	---

9. PRICING SCHEDULE

9.1. Deliverable list

Deliverables	Quantity	Unit (Lump Sum, Hours, %)	Rate (Rands)	Total
Phase 1: Investigation and verification				
Report on all the findings of Phase 2 including all supporting documents. Comprehensive report including but not limited to; <ul style="list-style-type: none"> • Confirmation of co-ordinates of all graves and archaeological sites including additional graves located, • All relevant information regarding each site, • The priority for the relocation of the various grave sites identified, • The progress with authorisation for exhumation of the grave sites, • Any difficulties and problems encountered which could affect the construction of the project and recommended mitigation measures, • The status of each archaeological site including whether further work such as excavation and preservation of the site is required, • The priority for further work on archaeological sites, and • A map of the contract area reflecting the position of graves and archaeological sites, • Any other relevant information that could affect the construction of the proposed project. 	1 report	Lumpsum	N/A	R
• Grave register	1 report	Hours		
• Archaeological site register	1 report	Hours		
SUB-TOTAL for Phase 1				R
Phase 2: Relocation of graves				
• Pre-consultation meetings	1 meeting	Hours		R

Deliverables	Quantity	Unit (Lump Sum, Hours, %)	Rate (Rands)	Total
• Social consultation process and report.	1 report	Lumpsum	N/A	R
• Application process and approvals for graves sites	1	Lumpsum	N/A	R
• Site visits	1 visit	Hours		R
• Oversee the exhumation of grave sites	As per the financial proposal submitted by the Service provider.	Lump sum	N/A	R
SUB-TOTAL for Phase 2				R
Phase 3: Extraction and mitigation measures for archaeological sites				
• Pre-consultation meetings	1 meeting	Hours		R
• Application process and approvals for archaeological sites	1	Lump sum	N/A	R
• Site visits	3 visits	Hours		R
• Relocation and/ or mitigation of archaeological sites according to priorities assigned	1	Lump sum	N/A	R
SUB-TOTAL for Phase 3				R
Phase 4: Completion Report				
Completion Report containing a summary of the process and activities undertaken shall be submitted at the end of the project detailing the relocation of graves and mitigations measures performed on archaeological sites.	1 report	Hours		R
Archaeological sites	Volume report 1	Hours		R
Graves	Volume report 2	Hours		R
SUB-TOTAL for Phase 4				R

Bidders are required to transfer the subtotal for each phase to SBD 3.3

9.2. Resource list

NO.	Resource	Rate per hour (in rands)
1	Lead Archaeologist	
2	Paleontologists	
3	Public Participation facilitator	

Note: Bidder to include/add any other relevant resource/s if applicable

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: BID NO.: **DWS16 0924 WTE**

CLOSING TIME: **11:00am** CLOSING DATE: **17 October 2024**

OFFER TO BE VALID FOR **120** DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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APPOINTMENT OF A PROFESSIONAL SERVICES PROVIDER (PSP) TO PROVIDE SERVICES OF AN ARCHAEOLOGIST FOR THE PROPOSED GROOT LETABA RIVER WATER DEVELOPMENT: CONSTRUCTION OF NEW NWAMITWA DAM AND ASSOCIATED INFRASTRUCTURE, LIMPOPO PROVINCE FOR THE BRANCH INFRASTRUCTURE MANAGEMENT (BRANCH: IM) WITHIN THE DEPARTMENT OF WATER AND SANITATION (DWS) FOR A PERIOD OF TWO (2) YEARS.

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. R.....
3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. Deliverable list

Deliverables	Quantity	Unit (Lump Sum, Hours, %)	Rate (Rands)	Total
Phase 1: Investigation and verification				
Report on all the findings of Phase 2 including all supporting documents. Comprehensive report including but not limited to; <ul style="list-style-type: none"> Confirmation of co-ordinates of all graves and archaeological sites including additional graves located, All relevant information regarding each site, The priority for the relocation of the various grave sites identified, The progress with authorisation for exhumation of the grave sites, Any difficulties and problems encountered which could affect the construction of the project and recommended mitigation measures, The status of each archaeological site including whether further work such as excavation and preservation of the site is required, 	1 report	Lumpsum	N/A	R

Deliverables	Quantity	Unit (Lump Sum, Hours, %)	Rate (Rands)	Total
<ul style="list-style-type: none"> The priority for further work on archaeological sites, and A map of the contract area reflecting the position of graves and archaeological sites, Any other relevant information that could affect the construction of the proposed project. 				
• Grave register	1 report	Hours		
• Archaeological site register	1 report	Hours		
SUB-TOTAL for Phase 1				R
Phase 2: Relocation of graves				
• Pre-consultation meetings	1 meeting	Hours		R
• Social consultation process and report.	1 report	Lumpsum	N/A	R
• Application process and approvals for graves sites	1	Lumpsum	N/A	R
• Site visits	1 visit	Hours		R
• Oversee the exhumation of grave sites	As per the financial proposal submitted by the Service provider.	Lump sum	N/A	R
SUB-TOTAL for Phase 2				R
Phase 3: Extraction and mitigation measures for archaeological sites				
• Pre-consultation meetings	1 meeting	Hours		R
• Application process and approvals for archaeological sites	1	Lump sum	N/A	R
• Site visits	3 visits	Hours		R
• Relocation and/ or mitigation of archaeological sites according to priorities assigned	1	Lump sum	N/A	R
SUB-TOTAL for Phase 3				R
Phase 4: Completion Report				
Completion Report containing a summary of the process and activities undertaken shall be submitted at the end of the project detailing the relocation of graves and mitigations measures performed on archaeological sites.	1 report	Hours		R

Deliverables	Quantity	Unit (Lump Sum, Hours, %)	Rate (Rands)	Total
Archaeological sites	Volume 1 report	Hours		R
Graves	Volume 2 report	Hours		R
SUB-TOTAL for Phase 4				R

5. Resource list

NO.	Resource	Rate per hour (in rands)
1	Lead Archaeologist	
2	Paleontologists	
3	Public Participation facilitator	
4		
5		
6		
7		
8		

Note: Bidder to include/add any other relevant resource/s above if applicable

6. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----- R----- days
----- R----- days
----- R----- days
----- R----- days
----- R----- days

6.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

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

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

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----
-----	-----	-----	R-----

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid.....

7. Estimated man-days for completion of project.....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.....

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

Any enquiries regarding bidding procedures or technical enquiries may be directed to

Dr. Jabulani Maluleke
Telephone: 012 336 8875
Email: malulekej2@dws.gov.za.

10. REJECTION OF BID

Bids not complying with the above-mentioned requirements and specifications may be regarded as incomplete and will not be considered.

11. RESULTS OF BIDS

Results of non-acceptance of bids will be sent to individual unsuccessful bidders. Particulars of accepted bids are published weekly in the Government Tender Bulletin.

12. Enquiries

For Technical Enquiries
Contact Person: Dr. Jabulani Maluleke Telephone: 012 336 8875 Email: malulekej2@dws.gov.za

THE NATIONAL TREASURY

Republic of South Africa



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
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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:
 - 1.1. "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
 - 1.2. "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
 - 1.3. "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
 - 1.4. "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
 - 1.5. "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
 - 1.6. "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - 1.7. "Day" means calendar day.
 - 1.8. "Delivery" means delivery in compliance of the conditions of the contract or order.
 - 1.9. "Delivery ex stock" means immediate delivery directly from stock actually on hand.
 - 1.10. "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
 - 1.11. "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
 - 1.12. "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
 - 1.13. "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
 - 1.14. "GCC" means the General Conditions of Contract.
 - 1.15. "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
 - 1.16. "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct

importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

- 1.17. “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. “Order” means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. “Project site,” where applicable, means the place indicated in bidding documents.
- 1.21. “Purchaser” means the organization purchasing the goods.
- 1.22. “Republic” means the Republic of South Africa.
- 1.23. “SCC” means the Special Conditions of Contract.
- 1.24. “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only as 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 fulfilment 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 these contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

- 23.1. The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:
- (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 antidumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

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 wilful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
 - (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

- 29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

- 30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

- 31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.
- 31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

- 32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

- 33.1. The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive practices

- 34.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2. If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.
- 34.3. If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

General Conditions of Contract (revised July 2010)

