



<b>BID NUMBER:</b>	<b>SAYM-AGRARIAN-BOREHOLES-NDZ-KZN</b>
<b>DESCRIPTION:</b>	<b>Appointment of a Professional Service provider to drill and equip 3 boreholes and installation of tanks and irrigation system.</b>
<b>CLOSING DATE:</b>	<b>04 February 2020</b>
<b>CLOSING TIME:</b>	<b>11:00 AM (SA TIME)</b>
<b>BID RESPONSES MUST BE HAND DELIVERED TO:</b>	<p><b>SAYM HEAD OFFICE</b> Stand 228, 66 Glenwood Road Lynwood Glen, Pretoria, 0081</p> <p><b>Or</b></p> <p><b>SAYM PROVINCIAL OFFICE DURBAN</b> 40 DR AB XUMA STREET, SUITE 512, COMMERCIAL CITY BUILDING, DURBAN</p>
<b>VALIDITY PERIOD:</b>	<b>90 Days from the Closing Date</b>
<b>COMPULSORY BRIEFING SESSION</b>	<b>NONE</b>
<b>Technical Queries:</b>	<b>Please address any technical queries you may have relating this bid to <a href="mailto:rfq@saym.co.za">rfq@saym.co.za</a></b>
<b>NB: Bidders must ensure that they sign the register at the reception when delivering their bids</b>	

**TENDER OFFER**

<b>BIDDER NAME:</b>
<b>TENDER AMOUNT: R</b>
<b>Amount in Words:</b>
<b>SIGNATURE:</b> <i>(Authority of signatory must be attached):</i>
<b>Signature:</b> _____ <b>Date:</b> _____
<b>CAPACITY OF SIGNATORY:</b>

**SECTION 1**  
**BIDDERS' DETAILS**

- a) Bidders should ensure that bids are delivered in time to the correct address. If the bid is late, it shall not be accepted for consideration.
- b) The SAYM reception is generally accessible 8 hours a day (08h00 to 16h00); 5 days a week (Monday to Friday).
- c) Bidders must ensure that they **sign the register** at the reception when delivering bids. Bidders must advise their couriers of the instruction above to avoid misplacement of bid responses.
- d) All bids must be submitted on the official forms – **(not to be re-typed)**
- e) This bid is subject to the general conditions of the bid, the general conditions of contract (GCC) and, if applicable, any other special conditions of contract.

**THE FOLLOWING PARTICULARS MUST BE FURNISHED (FAILURE TO DO SO SHALL RESULT IN YOUR BID BEING DISQUALIFIED)**

**1.1 Bidding structure**

Indicate the type of bidding structure by marking with an 'X':	
<b>Individual bidder</b>	
<b>Joint Venture</b>	
<b>Consortium</b>	
<b>Subcontractors</b>	
<b>Other</b>	
<b>If the bid is submitted as a Consortium or Joint Venture or Sub Contracting Arrangement list the members of such Consortium or Joint Venture and Sub Contractors below:</b>	
1.	
2.	
3.	
4.	
5.	
6.	
7.	

**1.2 Bidder's Information (includes bids submitted Individual or as a Consortium or Joint Venture)**

Name of the prime bidder	
Company Registration number	
Date of registration	
VAT registration number	
Supplier size type (SMME or large)	
Last financial year revenue (R)	
Total number of employee	
Head office physical address	
Head office postal address	
Contact person (for this bid)	
Telephone number	
Fax number	
E-mail address	
Postal address (if different from Head Office address)	
Physical address (if different from Head Office address)	

**1.3 Entity directorship**

No.	Director name	Identity number
1.		
2.		
3.		
4.		
5.		

**1.4 Entity ownership**

<b>Ownership Category</b>	<b>% of Ownership</b>
Black or Historically Disadvantage Individual Owned including Black Women and Youth	
People Living with Disability	
Military Veteran	
Other Ownership	
<b>Total (100%)</b>	

**1.5 Central Supplier Database (CSD) Requirements**

It is a requirement that all bidders must be registered on the CSD at National Treasury prior to responding to this bid. The following information together with the CSD Registration Report must be provided as confirmation as being registered on the CSD:

<b>Description</b>	<b>Number</b>
Unique registration reference number	
Supplier number	

**I certify that the information furnished on this form is true and correct.**

**I further accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.**

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**Name of bidder (duly authorized)**

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**Signature of bidder**

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**Date**

---

**Capacity under which this bid is signed**

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### CHECKLIST FOR COMPULSORY DOCUMENTS

DOCUMENT NAME	SUBMITTED	NOT SUBMITTED
Tender Document fully completed and signed		
Authority of Signatory for person signing tender document <b>(Compulsory for all bidders, immediate disqualification if not attached)</b>		
Most Recent CSD Summary Report Attached ( <b><u>60 days from date advertisement</u></b> )		
Valid Tax Clearance Certificate and <b>Tax Clearance Pin Attached</b>		
Company registration document Attached		
Consortium or JV Agreement Attached		
B-BBBEE Rating Certificate Attached		
Proof of Locality attached		
Bank Rating of C or Better		
Company Profile and or Reference letters.		
Proof of Banking details		

Please submit One (1) original hard copy, One (1) copy of original (clearly marked copy) and one (1) electronic copy on compact disk (CD) or Memory Stick in Portable Document Format (PDF) of the Bid on or before the closing date of the Bid. Any submission not meeting this requirement will be disqualified.

**SECTION 2**  
**BID TERMS OF REFERENCE**

**1. Definitions**

- 1.1 **The Southern African Youth Movement** [hereinafter referred to as SAYM] is a Non-Profit Organisation (NPO), registered with the Department of Social Development with registration number 029-624-NPO and registered as a public benefit organization with the South African Revenue Service (SARS).
- 1.2 **“Acceptable Bid”** – any bid, which, in all respects, complies with the specifications and conditions of the RFB as set out in this document.
- 1.3 **“B-BBEE”** – broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act.
- 1.4 **“B-BBEE status level of contributor”** – the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act.
- 1.5 **“Bid”** – a written offer in a prescribed or stipulated form in response to an invitation by SAYM for the provision of services, works or goods through price quotations, advertised bidding processes or proposals.
- 1.6 **“Bidder”**- any enterprise, consortium or person, partnership, company, close corporation, firm or any other form of legal enterprise or person, which has been invited by SAYM to submit a bid.
- 1.7 **“Broad-Based Black Economic Empowerment Act”** – the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003).
- 1.8 **Community Work Programme (CWP)** - is a community-driven government programme, funded by the National Department of Cooperative Governance and Traditional Affairs (CoGTA), the primary purpose of which is to create access to a minimum level of regular and predictable work for the unemployed / under-employed and Marginalised people. It also aims to contribute to the development of community assets and services, to strengthen community development approaches, and the economic ‘agency’ of people in marginalised economic areas, enhancing dignity and promoting social and economic inclusion.
- 1.9 **“Consortium”** several entities joining forces as an umbrella entity to gain a strategic collaborative advantage by combining their expertise, capital, efforts, skills and knowledge for the purpose of executing this bid.

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**BID TERMS OF REFERENCE**

- 1.10 **“Contractor”** – any bidder who is awarded the contract after the evaluation process has been concluded.
- 1.11 **“Firm Price”** – the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition or abolition of customs or excise duty and any other duty, levy or tax which, in terms of a law or regulation is binding on the contractor and demonstrably has influence on the price of any supplies or the rendering cost of any service, for the execution of a contract.
- 1.12 **“Goods”** – any work, equipment, machinery, tools, materials or anything of whatever nature to be rendered to SAYM by Successful Bidders in terms of this bid.
- 1.13 **“Joint Venture”** – (Project) two or more businesses joining together under a contractual agreement to conduct a specific business enterprise with both parties sharing profit and losses. The venture is for one specific project only, rather than for a continuing business relationship as in a strategic alliance. It is about sharing risk with others and providing one or more missing and needed assets and competencies.
- 1.14 **“Management”** – in relation to an enterprise or business, means an activity inclusive of control, and performed on a daily basis, by any person who is a principal executive officer of the company, by whatever name that person may be designated, and whether or not that person is a director.
- 1.15 **“Panel of approved service providers”** – list of contractors who were successful during the bid evaluation, resulting in an approved list of suppliers from which clients can procure goods and services.
- 1.16 **“Person(s)”** – a natural and/or juristic person(s).
- 1.17 **“Preferential procurement reform”** – SAYM supports B-BBEE as an essential ingredient of its business. In accordance with government policy, SAYM insists that the private sector demonstrates its commitment and track record to BBBEE in the areas of ownership (shareholding), skills transfer, employment equity and procurement practices (SMME Development) etc. SAYM shall apply the principles of the Preferential Procurement Policy Framework Act, (Act No. 5 of 2000) to this proposal read together with the Preferential Regulations, 2011.
- 1.18 **“SMME”** – It is an inclusive term for both EME’s and QSE’s.  
**Exempted Micro Enterprise (EME)**- Shall mean an Enterprise with an annual turnover of R10 million or less.

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**Qualifying Small Enterprise (QSE)-** Shall means and Enterprise qualifies for measurement under small entity scorecard with a turnover of between R10m and R50m.

- 1.19 **“Successful Bidder”** – the contractor responding to an RFQ/RFP with whom the order is placed and who is contracted to execute the work as detailed in the bid.

**2. Acronyms and abbreviations**

The following acronyms and abbreviations are used in this proposal and must be similarly used in the proposal submitted in response and shall have the meaning ascribed thereto below:

<b>Abbreviations/acronyms</b>	<b>Description</b>
B-BBEE	Broad-Based Black Economic Empowerment
BEE	Black Economic Empowerment
PPPFA	Preferential Procurement Policy Framework Act
RFB	Request for Bid
RFP	Request for Proposal
RFQ	Request for Quotation
RSA	Republic of South Africa
SAYM	Southern African Youth Movement
SLA	Service Level Agreement
CWP	Community Works Programme by the Department of Corporative Governance and Traditional Affairs (COGTA)

**3. References**

- 3.1 The Constitution of the Republic Of South Africa, 1996 (Section 217)
- 3.2 Public Finance Management Act 1 of 1999 as amended
- 3.3 SAYM Procurement Policy



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- 3.4 Broad-Based Black Economic Empowerment Act – the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003)

**4. General rules and instructions**

**4.1 News and press releases**

- 4.1.1 Bidders or their agents shall not make any news releases concerning this RFB or the result of the same or any resulting agreement(s) without the consent of, and then only in co-ordination with, SAYM.

**4.2 Language**

- 4.2.1 Bids shall be submitted in English.

**4.3 Gender**

- 4.3.1 Any word implying any gender shall be interpreted to imply all other genders.

**4.4 Headings**

- 4.4.1 Headings are incorporated into this proposal and shall be used in aid of interpretation or modification of the provisions of this proposal.

**4.5 [Occupational Injuries and Diseases Act 13 of 1993](#)**

- 4.5.1 The Bidder warrants that all its employees (including the employees of any sub-contractor that may be appointed) are covered in terms of the Compensation for Occupational Injuries and Diseases Act 13 of 1993 and that the cover shall remain in force for the duration of the adjudication of this RFQ and/ or subsequent agreement. SAYM reserves the right to request the Bidder to submit documentary proof of the Bidder's registration and "good standing" with the Compensation Fund, or similar proof acceptable to SAYM.

**4.6 [Formal contract](#)**

- 4.6.1 This RFB, all the appended documentation and the proposal in response thereto read together, form the basis of a formal contract to be negotiated and finalised between SAYM and the SERVICE PROVIDERS.

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- 4.6.2 Any offer and/or acceptance entered verbally between SAYM and participating SERVICE PROVIDERS, such offer shall not constitute a contract and thus not binding on the parties.
- 4.6.3 This RFB is subject to Government Procurement: General Contract Conditions – July 2011, Special Contract Conditions and any other contract conditions to be finalised during contracting.
- 4.6.4 The laws of the RSA shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.
- 4.7 [Bid preparation](#)
- 4.7.1 All additions to the proposal documents i.e. annexes, supporting documentation pamphlets, photographs, technical specifications and other support documentation covering the goods offered etc. shall be neatly bound as part of the schedule concerned.
- 4.7.2 All responses regarding questions posed in the annex attached herewith shall be answered in accordance with this RFB. A list of Bids received will be made available by the SAYM. Bids from international Service Provider's with no established office in the RSA shall not be accepted.

**4.8 Oral presentations**

- 4.8.1 Bidders who submit Bids in response to this RFB may be required to give an oral presentation, which may include, but is not limited to, an equipment/service demonstration of their proposal to SAYM. This provides an opportunity for the vendor to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation. SAYM shall schedule the time and location of these presentations. Oral presentations are an option of SAYM and may or may not be conducted.

**4.9 Objection to brand specific requirements**

- 4.9.1 Any bidder who has reasons to believe that the RFB specification is based on a specific brand must inform SAYM within three (3) days after the publication of the RFB.

**5 Instructions for submitting a proposal**

**5.1 Bid Responses must be submitted as follow:**

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- 5.1.1 One (1) original hard copy, One (1) copy of original (clearly marked copy) and one (1) electronic copy on compact disk (CD) in Portable Document Format (**PDF**) of the Bid shall be submitted on or before the date of closure of the Bid.
- 5.1.2 **The original paper copy of the bid must be identical in all respects i.t.o. content.** It is the Bidder's responsibility to ensure that the information on the electronic copy is the same as in the hard copy. To ensure that the electronic copy is not damaged, the bidder must submit the CD in a sealed padded envelop and it must be attached to the hard copy and be clearly marked. **Bidders are encouraged to open the CD on a separate PC to ensure that the data can be read from the disk.**
- 5.1.3 In cases where a CD is not readable, SAYM reserves the right to request a backup copy of the CD, subject to being identical to the original paper copy.
- 5.1.4 The original copy must be **signed in black ink** by an authorised employee, agent or representative of the bidder and each and every page of the proposal shall contain the initials of same signatories.
- 5.1.5 Bids must be submitted in a prescribed response format herewith reflected as [Response Format](#) as per paragraph 6, and be sealed in an envelope.
- 5.1.6 All Bids in this regard shall only be accepted if they have been submitted to SAYM address as stated above before or on the closing date and stipulated time.
- 5.1.7 Bids received after the time stipulated shall not be considered.

**No proposal shall be accepted by SAYM if submitted in any manner other than as prescribed above.**

**6 Response format**

- 6.1 Bidders shall submit response in accordance with the response format specified below. Failure to do so may result in SAYM rejecting vendor's response. Failure to comply shall result in the vendor being penalised.

**6.2 Schedule Index:**

**Section 1**

Bidder details

**Section 2**

Bid terms of reference

**SECTION 2**  
**BID TERMS OF REFERENCE**

**Section 3**

Bid terms of reference

**Section 4**

General Conditions of Contract

**Section 5**

Evaluation Criteria and Methodology

**Annexure A**

Detailed Specification

**Annexure B**

Pricing Schedule

**Compulsory Documents**

All compulsory documents

**Bidders Profile**

Credentials of the company

Structure of the company

Bidder Operating Organisation – Provide an overview of the operating structure and geographical locations of the firm at the national, regional, and local levels.

Company Contact(s) – Provide the name, title, street address, city, state, telephone and fax numbers and e-mail of the primary company's contact person.

**Supplementation Information**

Any other information to supplement Bidders proposal

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**6.3 Reasons for disqualification**

SAYM reserves the right to disqualify any bidder, which does any one or more of the following, and such disqualification may take place without prior notice to the offending bidder, however the bidder shall be notified in writing of such disqualification:

- 6.3.1 Bidders who do not comply with mandatory General and/or Specific Conditions of Contract;
- 6.3.2 bidders who submitted incomplete information and documentation essential for the adjudication of the requirements of this RFB;
- 6.3.3 bidders who submitted information that is fraudulent, factually untrue or inaccurate, for example memberships that do not exist, experience, etc.;
- 6.3.4 bidders who received information not available to other vendors through fraudulent means; and/or
- 6.3.5 bidders who do not comply with mandatory requirements as stipulated in this RFB.
- 6.3.6 Only Service Providers will be considered for this bid as the rest of the channel will be addressed in subsequent bid process.

**6.4 Confidential information disclosure notice**

- 6.4.1 This document may contain confidential information that is the property of SAYM and its client.
- 6.4.2 No part of the contents may be used, copied, disclosed or conveyed in whole or in part to any party in any manner whatsoever other than for preparing a proposal in response to this Bid, without prior written permission from SAYM.
- 6.4.3 The information contained in this document is of a confidential nature, and must only be used for purposes of responding to this RFB. This confidentiality clause extends to bidder partners and/or implementation agents, whom the Bidder may decide to involve in preparing a response to this RFB.
- 6.4.4 For purposes of this process, the term "Confidential Information" shall include all technical and business information, including, without limiting the generality of the foregoing, all secret knowledge and information (including any and all financial, commercial, market, technical, functional and scientific information, and information relating to a party's strategic objectives and planning and its past, present and future research and development), technical, functional and scientific requirements and specifications, data concerning business relationships, demonstrations, processes, machinery, know-how, architectural information, information contained in a party's

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software and associated material and documentation, plans, designs and drawings and all material of whatever description, whether subject to or protected by copyright, patent or trademark, registered or un-registered, or otherwise disclosed or communicated before or after the date of this process.

- 6.4.5 The responding party shall not, during the period of validity of this process, or at any time thereafter, use or disclose, directly or indirectly, the confidential information of Government (even if received before the date of this process) to any person whether in the employment of the receiving party or not, who does not take part in the performance of this process.
- 6.4.6 The receiving party shall take all such steps as may be reasonably necessary to prevent Government's confidential information from coming into the possession of unauthorised third parties. In protecting the receiving party's confidential information, SAYM shall use the same degree of care, which does not amount to less than a reasonable degree of care, to prevent the unauthorised use or disclosure of the confidential information as the receiving party uses to protect its own confidential information.
- 6.4.7 Any documentation, software or records relating to confidential information of SAYM, which comes into the possession of the receiving party during the period of validity of this process or at any time thereafter or which has so come into its possession before the period of validity of this process shall:
  - 6.4.8 be deemed to form part of the confidential information of SAYM;
  - 6.4.9 be deemed to be the property of SAYM;
  - 6.4.10 not be copied, reproduced, published or circulated by the receiving party unless and to the extent that such copying is necessary for the performance of this process and all other processes as contemplated in; and
  - 6.4.11 be surrendered to SAYM on demand, and in any event on the termination of the investigations and negotiations, and the receiving party shall not retain any extracts.

**7 Queries**

Should it be necessary for an SERVICE PROVIDER to obtain clarity on any matter arising from or referred to in this RFB document, refer queries, in writing, to the contact details listed below. Under no circumstances may any other employee within SAYM be approached for any information. Any such action might result in a disqualification of a response submitted in connection to the RFB.

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SAYM Procurement	Contact Person	Singobile Khumalo / Duncan Mabunda
	Telephone	+27 12 348 1214 / +27 12 035 0835
	E-mail	<a href="mailto:rfq@saym.co.za">rfq@saym.co.za</a>

**8 Conditions Of Bid**

**General conditions of Bid and conditions of contract:**

**Service Provider's shall provide full and accurate answers to all (including mandatory) questions posed in this document, and, are required to explicitly indicate either "Comply/Accept (with a X)" or "Do not comply/Do not accept (with an X)" regarding compliance with the requirements. Where necessary, the Service Provider shall substantiate their response to a specific question.**

**NOTE : It is mandatory for Service Provider's to complete or answer this part fully (8.1 to 8.31); otherwise their Bid may be treated as incomplete and may be disqualified.**

8.18.1

This Bid is subject to the General Conditions of Contract referred to in this document.	<b>Accept</b>	<b>Do not accept</b>

8.28.2

The laws of the RSA shall govern this RFB and the bidders hereby accept that the courts of the Republic of South Africa shall have the jurisdiction.	<b>Accept</b>	<b>Do not accept</b>

8.38.3

SAYM shall not be liable for any costs incurred by the bidder in the preparation of response to this RFB. The preparation of response shall be made without obligation to acquire any of	<b>Accept</b>	<b>Do not accept</b>

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the items included in any bidder's proposal or to select any proposal, or to discuss the reasons why such vendor's or any other proposal was accepted or rejected.		
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8.48.4

SAYM SCM may request written clarification regarding any aspect of this proposal. The bidders must supply the requested information in writing within the specified time frames after the request has been made, otherwise the proposal shall be disqualified.	<b>Accept</b>	<b>Do not accept</b>

8.58.5

In the case of Consortium, Joint Venture or Subcontractors, bidders are required to provide copies of signed agreements stipulating the work split and rand value.	<b>Accept</b>	<b>Do not accept</b>

8.68.6

SAYM reserves the right to; cancel or reject any proposal and not to award the proposal to the lowest bidder or award parts of the proposal to different bidders, or not to award the proposal at all.	<b>Accept</b>	<b>Do not accept</b>

8.78.7

By submitting a proposal in response to this RFB, the bidders accept the evaluation criteria as it stands.	<b>Accept</b>	<b>Do not accept</b>



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8.88.8

Where applicable, SAYM reserves the right to conduct benchmarks on skills/services offered during and after the evaluation.	<b>Accept</b>	<b>Do not accept</b>

8.98.9

SAYM reserves the right to conduct a pre-award's survey during the source selection process to evaluate contractors' capabilities to meet the requirements specified in the RFB and supporting documents.	<b>Accept</b>	<b>Do not accept</b>

8.10 8.10

Where the Bid calls for commercially available solutions, bidders who offer to provide future based solutions will be disqualified.	<b>Accept</b>	<b>Do not accept</b>

8.11 8.11

The bidder should not qualify the proposal with own conditions. <b>Caution:</b> If the bidder does not specifically withdraw its own conditions of proposal when called upon to do so, the proposal response shall be declared invalid.	<b>Accept</b>	<b>Do not accept</b>

8.12 8.12

Should the bidder withdraw the proposal before the proposal validity period expires, SAYM reserves the right to recover any additional expense incurred by SAYM having to accept any less favourable proposal or the additional expenditure incurred by	<b>Accept</b>	<b>Do not accept</b>

**SECTION 2**  
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SAYM in the preparation of a new RFB and by the subsequent acceptance of any less favourable proposal.		
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8.13 8.13

Delivery of and acceptance of correspondence between SAYM and the bidder sent by prepaid registered post (by air mail if appropriate) in a correctly addressed envelope to either party's postal address or address for service of legal documents shall be deemed to have been received and accepted after (2) two days from the date of postage to the South African Post Office Ltd.	<b>Accept</b>	<b>Do not accept</b>

8.14 8.14

Should the parties at any time before and/or after the award of the proposal and prior to, and/or after conclusion of the contract fail to agree on any significant service price adjustments, change in technical specification, change in services, etc. SAYM shall be entitled within 14 (fourteen) days of such failure to agree, to recall the letter of award and cancel the proposal by giving the bidder not less than 30 (thirty) days written notice of such cancellation, in which event all fees on which the parties failed to agree increases or decreases shall, for the duration of such notice period, remain fixed on those fee/price applicable prior to the negotiations.  Such cancellation shall mean that SAYM reserves the right to award the same proposal to next best bidders as it deems fit.	<b>Accept</b>	<b>Do not accept</b>

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8.15 8.15

In the case of a consortium or JV, each of the authorised enterprise's members and/or partners of the different enterprises must co-sign this document.	<b>Accept</b>	<b>Do not accept</b>

8.16 8.16

Any amendment or change of any nature made to this RFB shall only be of force and effect if it is in writing, signed by SAYM signatory and added to this RFB as an addendum.	<b>Accept</b>	<b>Do not accept</b>

8.17 8.17

Failure or neglect by either party to (at any time) enforce any of the provisions of this proposal shall not, in any manner, be construed to be a waiver of any of that party's right in that regard and in terms of this proposal. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this proposal, or prejudice the right of that party to institute subsequent action.	<b>Accept</b>	<b>Do not accept</b>

8.18 8.18

The bid shall be awarded to successful bidders as contractors. The list of successful contractors cannot be amended until a formal Bid Refresh process has been completed.	<b>Accept</b>	<b>Do not accept</b>

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8.19 8.19

All services supplied in accordance with this proposal must be certified to all legal requirements as per the South African law.	<b>Accept</b>	<b>Do not accept</b>

8.20 8.20

No interest shall be payable on accounts due to the successful vendor in an event of a dispute arising on any stipulation in the contract.	<b>Accept</b>	<b>Do not accept</b>

8.21 8.21

<p>Evaluation of Bids shall be performed by an evaluation panel established by SAYM.</p> <p>Bids shall be evaluated on the basis of conformance to the required specifications as outlined in the RFB. Points shall be allocated to each bidder, on the basis that the maximum number of points that may be scored for price is 80/90, and the maximum number of preference points that may be claimed for B-BBEE (according to the PPPFA) is 20/10.</p>	<b>Accept</b>	<b>Do not accept</b>

8.22 8.22

If the successful bidder disregards contractual specifications, this action may result in the termination of the contract.	<b>Accept</b>	<b>Do not accept</b>

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8.23 8.23

The bidders' response to this bid, or parts of the response, shall be included as a whole or by reference in the final contract.	<b>Accept</b>	<b>Do not accept</b>

8.24 8.24

SAYM may extend the validity period at its discretion should the evaluation of this bid not be completed within the stipulated validity period.	<b>Accept</b>	<b>Do not accept</b>

8.25 8.25

Upon receipt of the request to extend the validity period of the bid, the bidder must respond within the required time frames and in writing on whether or not he agrees to hold his original bid response valid under the same terms and conditions for a further period.	<b>Accept</b>	<b>Do not accept</b>

8.26 8.26

Should the bidder change any wording or phrase in this document, the bid shall be evaluated as though no change has been effected and the original wording or phrasing shall be used.	<b>Accept</b>	<b>Do not accept</b>

8.27 8.27

The onus is on the bidder to continuously check the SAYM website for any communication and changes on the bid document. SAYM will not be held responsible for any failure by the bidder to check updates on the bids on advert.	<b>Accept</b>	<b>Do not accept</b>

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8.28 8.28

SAYM and its clients reserve the right to amend and change the above engagement models depending on prevailing circumstances and needs.	<b>Accept</b>	<b>Do not accept</b>

8.29 8.29

All copyright and intellectual property herein vests with SAYM and its Client.	<b>Accept</b>	<b>Do not accept</b>
--	---------------	----------------------

8.30 8.30

The bidder may not cede, assign, transfer any of its rights or obligations contemplated in this Agreement without SAYM's consent.	<b>Accept</b>	<b>Do not accept</b>
---	---------------	----------------------

8.31 8.31

SAYM may require additional documentation such as proof of existing businesses in line with the region the bidder has repounded to or submitted for this bid.	<b>Accept</b>	<b>Do not accept</b>

**9. SPECIAL CONDITIONS OF CONTRACT INSTRUCTION**

The supplier will be bound by Government Procurement: General Conditions of Contract (GCC) as well as this Special Conditions of Contract (SCC), which will form part of the signed contract with the Supplier. However, SAYM reserves the right to include or waive the condition in the signed contract.

SAYM reserves the right to –

**SECTION 2**  
**BID TERMS OF REFERENCE**

- Negotiate the conditions, or
- Automatically disqualify a bidder for not accepting these conditions.

In the event that the bidder qualifies the proposal with own conditions, and does not specifically withdraw such own conditions when called upon to do so, SAYM will invoke the rights reserved in accordance with subsection 9.1 above.

The bidder must **complete the declaration of acceptance** below by marking with an "X" either "ACCEPT ALL" or "DO NOT ACCEPT ALL", failing which the declaration will be regarded as "DO NOT ACCEPT ALL" and the bid will be disqualified.

- **Right to Audit.** SAYM reserves the right, before entering into a contract, to conduct or commission an external service provider to conduct probity to ascertain whether a qualifying bidder has the technical capability to provide the goods and services as required by this tender.

<b>9.1 MANDATORY</b>	<b>Accept</b>	<b>Do not accept</b>
<p><b>SMME AND Enterprise Development Preferential Procurement Pre-Qualification Targeted Procurement / Transformation</b></p> <p>Thirty percent (30%) of this tender budget must be allocated to SMMEs (EME/QSE) and/or Designated Groups that are black owned with the minimum B-BBEE status level One (1) or two (2).</p>		

<b>9.2 MANDATORY</b>	<b>Accept</b>	<b>Do not accept</b>
<p>Regional provision must be made and enforced to allocate further business per province/per municipality in order to give EMEs and QSEs in the mentioned areas to enable them an opportunity to participate in the tender. Where EMEs and QSEs are qualified in the specific mentioned areas business must be allocated in line with the above thirty percent requirement.</p>		

**SECTION 2**  
**BID TERMS OF REFERENCE**

<b>9.3 MANDATORY</b>	<b>Accept</b>	<b>Do not accept</b>
<p>Large suppliers that will be qualified to participate in the tender are expected to commit to provide a plan that will include the following amongst other things:</p> <p>Plan on Skills Development;</p> <p>Plans on Job Creation especially for Youth and Women, and People with disabilities.</p>		

<b>9.4 MANDATORY</b>	<b>Accept</b>	<b>Do not accept</b>
<p>It must further be noted that at RFQ stage the following Pre-qualification criteria for preferential procurement shall apply for the accredited suppliers</p> <p><b>1) RFQ Total Contract Value (TCV) less than R 10 Million</b></p> <p>a) All RFQ of TCV of less than R 10 Million shall be for the exclusive participation of black SMMEs (EME/QSE) that are at least 51% black owned or 51% black Designated Group owned as per Amended Code Series 100 of the Amended Codes of Good Practice issued under section 9 (1) of B-BBEE Act No 53 of 2003 as Amended by Act No 46 of 2013) with the minimum B-BBEE status level One (1) or two (2).</p> <p>b) SMME bidders will not be allowed to dilute their 51% black ownership through joint ventures, consortiums and subcontracting, this implies that the SMME bidder may not enter into a joint venture, consortium agreement or subcontracting agreement with any party that is not EME/QSE with 51% black ownership with minimum level of one (1) and two (2).</p> <p><b>2) RFQ Total Contract Value (TCV) more than R 10 Million but less than R20 Million</b></p> <p>a) All RFQs of TCV more than R 10 Million but less than R 20 Million shall be for the exclusive participation of all SMMEs (EME/QSE) regardless of percentage of black ownership</p>		



**SECTION 2**  
**BID TERMS OF REFERENCE**

<p><b>3) RFQ Total Contract Value (TCV) more than R 20 Million but less than R30 Million</b></p> <p>b) All RFQs of TCV more than R 20 Million but less than R 30 Million shall be for the exclusive participation of all entities with a minimum B-BBEE status contribution of <b>Level 1 – 4</b></p> <p><b>4) RFQ Total Contract value (TCV) above R 30 Million</b></p> <p>a) The bidder, who will be the Prime Contractor, must subcontract a minimum of 30% to an EME or QSE (Level 1 or Level 2) that are at least 51% black owned and/or have a Black Designated Group status who is credited supplier on the contract</p> <p>b) The Prime Contractor must at the time of submitting the tender/bid provide proof of intent to subcontract via a subcontracting agreement which clearly defines the scope of work to be subcontracted.</p> <p>c) An EME or QSE being subcontracted preferably should be registered and have presence in the province where the service will be delivered.</p>		
--	--	--

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**DECLARATION OF INTEREST – SBD4**

1. Any legal person, including persons employed by the state<sup>1</sup>and/or SAYM<sup>3</sup>, or persons having a kinship with persons employed by the state and/or SAYM, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favoritism, should the resulting bid, or part thereof, be awarded to persons employed by the state and/or SAYM, or to persons connected with or related to them, it is required that the bidder or his/her authorized representative declare his/her position in relation to the evaluating/adjudicating authority where-
- the bidder is employed by the state and/or SAYM; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

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<sup>1</sup>"State" means –

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

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

<sup>3</sup>"SAYM" Means the Southern African Youth Movement, including all its related companies, its Joint Venture Partners and/or its subsidiaries.

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

2.7.1 If so, furnish the following particulars:

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

.....

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

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

**2.7.2** If you are presently employed by the state and/or SAYM, did you **YES / NO**

**SECTION 3**

**STANDARD BID DOCUMENTS (SBDs)**

obtain the appropriate authority to undertake remunerative work outside employment in the public sector and/or SAYM?

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

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

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

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

**2.10.1** If so, furnish particulars.

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

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

2.11.1 If so, furnish particulars:

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

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

Full Name	Identity Number	Personal Tax Reference Number	State Employee Number / Pearsal Number

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....

Signature

.....

Date

.....

Position

.....

Name of bidder

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**SBD 6.1**

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

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

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

---

**1. GENERAL CONDITIONS**

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

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

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

1.3 Points for this bid shall be awarded for:

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

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

	<b>POINTS</b>	<b>POINTS</b>
<b>PRICE</b>	80	90
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	20	10
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>	<b>100</b>

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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



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**STANDARD BID DOCUMENTS (SBDs)**

**3. POINTS AWARDED FOR PRICE**

**3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

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

Where

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

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

4.1 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:

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14
4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

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**STANDARD BID DOCUMENTS (SBDs)**

**5. BID DECLARATION**

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

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

6.1 B-BBEE Status Level of Contributor: ..... = .....(maximum of 20 points)  
 (Points claimed in respect of paragraph 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.

**7. SUB-CONTRACTING**

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

**(Tick applicable box)**

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

7.1.1 If yes, indicate:

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

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

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

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

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm: \_\_\_\_\_

8.2 VAT registration number: \_\_\_\_\_

8.3 Company registration number: \_\_\_\_\_

8.4 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

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

[TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorized 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;

**SECTION 3**  
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- 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>
---

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**SBD 8**

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

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

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

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

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**STANDARD BID DOCUMENTS (SBDs)**

4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

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



**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

**SBD 9**

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)

in response to the invitation for the bid made by:

---

(Name of Institution)

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

I certify, on behalf of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible

**SECTION 3**  
**STANDARD BID DOCUMENTS (SBDs)**

imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of Bidder

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACTS**

**2 GENERAL CONDITIONS OF CONTRACTS**

**3.1 Definitions**

The following terms shall be interpreted as indicated:

- 3.1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 3.1.2 "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.
- 3.1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of this contractual obligation.
- 3.1.4 "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.
- 3.1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 3.1.6 "Country of origin" means the place where 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 basis characteristics or in purpose or utility from its components.
- 3.1.7 "Day" means calendar day.
- 3.1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACTS**

- 3.1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 3.1.10 "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.
- 3.1.11 "Dumping" occurs when a private enterprise abroad market its good on own initiative in the RSA at lower prices than that of the country or origin and which have the potential to harm the local industries in the RSA.
- 3.1.12 "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 resolutions, fires floods, epidemics, quarantine restrictions and freight embargoes.
- 3.1.13 "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.
- 3.1.14 "GCC" mean the General Conditions of Contract.
- 3.1.15 "Good" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 3.1.16 "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 transportation and handling charges to the factory in the Republic where the supplies covered by the bid will bemanufactured.
- 3.1.17 "Local content" means that portion of the bidding price, which is not included in the imported content provided that local manufacture does take place.
- 3.1.18 "Manufacture" means the production of products in a factory using labour, materials components and machinery and includes other related value-adding activities.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACTS**

- 3.1.19 "Order" means an official written order issued for the supply of goods or works or the procuring of a service.
- 3.1.20 "Project site" where applicable, means the place indicated in bidding documents.
- 3.1.21 "Purchaser" means the organization purchasing the goods.
- 3.1.22 "Republic" means the Republic of South Africa.
- 3.1.23 "SCC" means the Special Conditions of Contract.
- 3.1.24 "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.
- 3.1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**3.2 Application**

- 3.2.1 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.
- 3.2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 3.2.3 Where such special conditions of contract are in conflict with these general conditions, the special shall apply.

**3.3 General**

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

3.3.1 Unless otherwise indicated in the bidding documents, the purchase 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.

3.3.2 With certain exceptions, invitations for bid are only published in the SAYM website. Accessible electronically from [www.saym.co.za](http://www.saym.co.za).

#### **3.4 Standards**

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

#### **3.5 Use of contracts documents and information**

3.5.1 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.

3.5.2 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.

3.5.3 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.

3.5.4 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.

#### **3.6 Patent rights**

3.6.1 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.

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACTS**

**3.7 Performance Security**

3.7.1 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 GCC.

3.7.2 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 contracts.

3.7.3 The performance security shall be denominated in the currency of the contract, or in freely convertible currency acceptable to the purchaser and shall be in one of the following:

(a) a bank guarantee or an irrevocable letter or credit issued by a reputable bank located in the purchaser's country or broad, 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

3.7.4 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.

**3.8 Inspections, tests and analyses**

3.8.1 All pre-bidding testing will be for the account of the bidder.

3.8.2 If it is a bid condition that supplies to be produced or services to be procured 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.

3.8.3 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 payments arrangements with the testing authority concerned.



## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

- 3.8.4 If the inspection, test 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.
- 3.8.5 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.
- 3.8.6 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.
- 3.8.7 Any contract supplies may, on or after delivery, be inspected; tested or analyzed and may be rejected if found no 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 purchase 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.
- 3.8.8 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.

### **3.9 Packing**

- 3.9.1 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 precipitations 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.
- 3.9.2 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.

### **3.10 Delivery and documents**

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

3.10.1 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.

#### **3.11 Insurance**

3.11.1 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.

#### **3.12 Transportation**

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

#### **3.13 Incidental services**

3.13.1 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.

3.13.2 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.

#### **3.14 Spare parts**

3.14.1 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:

**SECTION 4**  
**GENERAL CONDITIONS OF CONTRACTS**

- (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.

**3.15 Warranty**

- 3.15.1 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.
- 3.15.2 This warranty shall remain valid 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.
- 3.15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.
- 3.15.4 Upon receipt of such notice, the supplier shall, with the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to be purchaser.
- 3.15.5 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.

**3.16 Payment**

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

- 3.16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 3.16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.
- 3.16.3 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.
- 3.16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

#### **3.17 Prices**

- 3.17.1 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.

#### **3.18 Contract amendments**

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

#### **3.19 Assignment**

- 3.19.1 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.

#### **3.20 Subcontracts**

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

#### **3.21 Delays in the supplier's performance**

- 3.21.1 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.

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

- 3.21.2 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 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.
- 3.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or local authority.
- 3.21.4 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.
- 3.21.5 Except as provided under GCC clause 3.25, a delay by the supplier in the performance of its delivery obligations shall procure the supplier liable to the imposition of penalties, pursuant to GCC clause 3.22, unless an extension of time is agreed upon pursuant to GCC clause 3.21.2 without the application of penalties.
- 3.21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

### **3.22 Penalties**

- 3.22.1 Subject to GCC clause 3.25, 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 3.23.

### **3.23 Termination for default**

- 3.23.1 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:

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

- (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 if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

3.23.2 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 terminate.

#### **3.24 Anti-dumping and countervailing duties and rights**

3.24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favorable difference shall on demand be paid forthwith by the contractor to 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 procured, or is to deliver or procure in terms of the contract or any other contract or any other amount which may be due to him.

#### **3.25 Force Majeure**

3.25.1 Notwithstanding the provisions of GCC clauses 3.22 and 3.23, the supplier shall not be liable for forfeiture or 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.

3.25.2 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 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.

#### **3.26 Termination for insolvency**

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

- 3.26.1 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 prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the purchaser.

#### **3.27 Settlement of Disputes**

- 3.27.1 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.

- 3.27.2 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.

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

- 3.27.4 Mediation proceedings shall be conducted in accordance with the rules or procedure specified in the SCC.

- 3.27.5 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.

#### **3.28 Limitation of liability**

- 3.28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to clause 3.6;

- (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 or 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,

## SECTION 4

### GENERAL CONDITIONS OF CONTRACTS

provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

#### **3.29 Governing language**

3.29.1 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.

#### **3.30 Applicable law**

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

#### **3.31 Notices**

3.31.1 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.

3.31.2 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

#### **3.32 Taxes and duties**

3.32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

3.32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

3.32.3 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.



**SECTION 5**

**EVALUATION CRITERIA AND METHODOLOGY**

1.1 The evaluation for Price and BEE shall be based on the 80/20 PPPFA principle and the points for evaluation criteria are as follows:

<b>Evaluation Criteria</b>		<b>Points</b>
1.	Price	80
2.	B-BBEE	20
<b>3</b>	<b>Total</b>	<b>100</b>

With regard to functionality, the following criteria shall be applicable, and the maximum weight of each criterion is indicated in the table below:

<b>Sub-Criteria</b>	<b>Weightings</b>	<b>Allocated</b>
<p><b>Financial Capacity</b></p> <ul style="list-style-type: none"> <li>• <b>Bank Rating of C or Better</b> [ 15%], attached back rating letter from the bank (<i>Letter will be verified</i>).</li> <li>• <b>Banking Details</b> [30%], attached proof of banking details.</li> </ul>	45%	
<p><b>Company Experience</b></p> <p>Please attached your company profile indicating experience in the filed tendered for. <b>Optional:</b> you may also attach copies of previous appointments or reference letters (<i>Letters will be verified</i>)</p> <p>At least 5 years' experience for the company</p> <ol style="list-style-type: none"> <li>1. Over 5 years' experience – 100%</li> <li>2. 3 to 5 years' experience – 75%</li> <li>3. 1 to 3 years' experience – 50%</li> <li>4. 0 to 1 years' experience – 20%</li> </ol>	40%	

**SECTION 5**  
**EVALUATION CRITERIA AND METHODOLOGY**

<b>Sub-Criteria</b>	<b>Weightings</b>	<b>Allocated</b>
<p><b>Locality</b></p> <p><i>Bidder to submit proof locality if a form of Utility bill, lease agreement or any other document accepted as proof of address for FICA purposes.</i></p> <p><i>Locality points will be awarded as follows:</i></p> <p><i>Have physical presence:</i></p> <ul style="list-style-type: none"> <li>- <i>within any of the municipal area where SAYM Operates <b>(100%)</b></i></li> <li>- <i>Outside of the municipal area but within the Kwazulu Natal Province <b>(50%)</b></i></li> <li>- <i>Outside the Kwazulu Natal Province but within South Africa <b>(20%)</b></i></li> <li>- <i>Outside South Africa <b>(0%)</b></i></li> </ul>	15%	
<b>Total</b>	<b>100%</b>	

**NOTE: The service provider that scores less than 60% of the total Score will be disqualified.**

All Bidders who score **LESS than (60%)** on functionality will not be considered for further evaluation on Price and BEE.

**ANNEXURE A: SCOPE OF WORKS AND PRICING SCHEDULE**

Prices should be inclusive of all cost including delivery to one address within the area. Unit Price and Line total price should be exclusive of VAT. VAT should be added in space provided on the last rows of the table.

SAYM is committed to development of local suppliers and Local Economic Development. In this regard appointed provider may be required to subcontract a portion of this work but not exceeding 15% of the total value of contract. Please note that the appointed provider will be fully responsible and accountable even for subcontracted work.

Suppliers intending to enter into payment session as a financing mechanism should declare and specify the nature of the session arrangement together with their bids. Join venture will be encouraged.

**Water infrastructure provision**

<b>Description</b>	<b>Quantity</b>	<b>Unit Price</b>	<b>Total</b>
Drill and install boreholes complete with pumps.	3		
Install zinc dams	3		
Provide and install 5000l jojo tanks	6		
Install 5 hectares of irrigation system sprinklers.	1		
Solar panel sets for pumps	3		
		SUBTOTAL EXCL VAT	
		VAT	
		<b>TOTAL TENDER PRICE</b>	