



destea

department of
economic, small business development,
tourism and environmental affairs
FREE STATE PROVINCE

**REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF
TECHNICAL SUPPORT SERVICES FOR GREEN ECONOMY
AND RENEWABLE ENERGY; AND MINING EXTRACTION
SECTORS; LEGAL SERVICES; AND BIODIVERSITY ECONOMY
FOR A PERIOD OF THREE YEARS**

REF: RFP06/2022/23

1. SITUATION ANALYSIS

The Free State Growth and Development Strategy (FSGDS) aims at increasing the provincial economic growth rate from 2.5% in 2011 to 7 % in 2030.

In 2017, the Free State Province achieved an annual growth rate of 2.90% which is a significantly higher growth rate than that of the country as a whole, where the 2017 GDP growth rate was 1.30%. Contrary to the short-term growth rate of 2017, the longer-term average growth rate for Free State (1.42%) is slightly lower than that of South Africa (1.76%). The economic growth in Free State peaked in 2007 at 3.71%. To this end, various initiatives needs to be embarked upon to grow the economy of the province:

- 1.1 Continue to drive and prioritize the productive sectors of the provincial economy as per the Provincial Economic Development Strategy (PEDS).
- 1.2 Development of a targeted programme to support small scale miners as part of supporting and broadening participation of the previously disadvantaged individuals in the sector.
- 1.3 Nurture partnerships with the private sector (big businesses) to increase their participation in development and mentoring of small businesses as well as reinvestment in the province.
- 1.4 Financial and non-financial support of township and rural enterprises as part of ensuring the growth and sustainability of the economic sector.

2. GREEN ECONOMY AND RENEWABLE ENERGY SECTOR

2.1 Background

Green Economy has been identified by the provincial government as one of the key drivers of the economy. The Green Economy refers to a growing economic activity which leads to investment, jobs and competitiveness in the green industry sector. Provision of affordable and clean energy as well as ensuring responsible production and consumption are key towards realizing the balance between economic growth and caring for all aspects of the environment. The vision statement of the department is “A transformed economy and a prosperous society that is living in harmony with its natural resources”.

In his 2021 State of the Nation Address, President Cyril Ramaphosa announced that a Request for Proposals for 2 600 Megawatts from wind and solar energy will be issued. This presents the Free State province with an opportunity to participate in clean energy generation. Solar energy is used to power equipment such as geysers, cookers, streetlights, lighting, power generation, and many more. Solar energy, like all other renewable energies, is very safe and environmentally friendly. There are no emissions as the source of fuel is the sun, unlike coal-powered stations.

2.2 Detailed terms of reference for service providers

2.2.1 Objective of the Assignment

The Department intends providing Technical Support Services (TSS) to Enterprises operating in various sectors as part of its enterprise development and support priority. The TSS programme will be focused on, inter alia, Local and Export Readiness, Quality, Safety, and other relevant regulatory compliance requirements in the listed economic sectors in the Free State Province. The Department aims to enhance transformation, competitiveness and inclusive growth sustained in the value chains within the listed economic sectors in line with the Free State Value Chain Transformation approach to economic reconstruction and recovery.

The decarbonisation of energy production has become a key focus for most government since COP 21 (Paris Agreement). South Africa currently relies heavily on coal for its energy needs. Additionally, the most of the current cold-based energy generation fleet has reached its end of life. The need for just transition to alternative clean energy sources is at the centre of government policy. In July 2022 the government announced that Independent Power Producers (IPPs) will be allowed to sell their (excess) energy into the grid.

The province must now find a way to use its environmental resources to support an economy that enables it to remain competitive while also meeting the needs of society. Sustainable development is not only economic and social sustainable, but also it is environmentally sustainable as well. The government has ensured that one million solar water heaters were installed in households and commercial buildings in a period of over five years. This was clearly indicative of the South African government's steadfastness to pursue an energy mix that includes clean and renewable energy resources.

Additionally, households have been encouraged to install solar photovoltaic (PV) systems in their homes so as to relieve pressure on the grid. This has presented an economic opportunity for enterprises who are in the manufacturing of PV panels sector. Thus, mass production of low-cost solar panels will contribute to mass greening of Free State homes and create job opportunities. These enterprises, however, still need to be provided with the sector specific technical support on manufacturing and installation of these PV panels. The department (DESTEA) wishes to appoint a suitably qualified and experienced consultancy company to provide technical support services (TSS) to Free State enterprises involved in PV panels manufacturing and green energy solutions in general.

The expected TSS programme outputs are:

- (i) Technical compliance training for product quality and safety; and other relevant regulatory compliance requirements,
- (ii) Technical advice on construction set up
- (iii) Technical support on implementation of alternative and green energy solutions as well as access to technical knowledge of Independent Power producers (IPP) process requirements
- (iv) Technical support and knowledge on green economy and other environmental regulatory requirements

2.2.2. Overall Scope of Work.

The Service providers will be responsible for the following tasks:

- i. Develop market access opportunities to support the processes of integrating Enterprises in renewable energy and waste management value chains
- ii. Roll out the technical sector-specific framework covering processing of inputs to outputs;
- iii. Implement the Supplier Quality Assurance and provide Training of Quality Assurance and Management Systems
- iv. Provide support for compliance with all regulatory compliance issues in terms of NEMA

2.2.3. Deliverables

The Consulting Firm will produce a set of deliverables:

- i. an inception report containing the compliance training and local or export market readiness work plan (which includes links to funding partners and market access opportunities);
- ii. A completion report including the programme evaluation and monitoring report;
- iii. Virtual and or physical training workshops and capacity building events.
- iv. Develop frameworks that different sectors will adopt as a navigating tool of market penetration; and

The specific deliverables per enterprise supported will be agreed to in consultation with the Consulting Firm and DESTEA during the contracting phase.

2.3 Consultancy Structure

- The consultancy should be made up of environmentalists' personnel with extensive knowledge in the environmental sector.
- 10 to 15 years of experience in the green economy and construction especially manufacturing of PVs, sustainable development, Green Energy solutions, Environmental Planning and Coordination
- Key activities during project engineering on renewable energy projects would be undertaking technical analysis and production scheme design in support of the enterprises, working with environmental specialists to progress environmental assessments and planning applications.

3. MINING AND EXTRACTION

3.1 BACKGROUND:

The DESTEA seek services of qualified and competent consultancy services to support DESTEA in the development of the minerals and extraction industry. Mining is one of the key sectors identified in NDP as having potential for job creation. The aim of the process is to gain industry insights that will drive this artisanal small-scale sector within the FS to commercial success. The project scope includes advisory services, feasibility studies, exploration management and compliance to industry standards as well as skills & capacity building to the DESTEA and its clients.

3.2 Detailed terms of reference for service providers

3.2.1 Objective of the Assignment

The Department intends providing Technical Support Services (TSS) to Enterprises as part of its enterprise development and support priority. The TSS programme will be focussed on, inter alia, Local and Export Readiness, Quality, Safety, and other relevant regulatory compliance requirements in the listed economic sectors in the Free State Province. The Department aims to enhance transformation, competitiveness and inclusive growth sustained in the value chains within the listed economic sectors in line with the Free State Value Chain Transformation approach to economic recovery. The expected TSS programme outputs are:

- (i) Technical compliance support for mineral and gas exploration, mining and extraction licencing
- (ii) Support with the Environmental Authorizations.
- (iii) Support with other regulatory requirements in terms of the Minerals and Petroleum Resources Development Act (MPRDA)

The success and sustainability of enterprises in any value chain is underpinned by a sound understanding of the mining and petroleum economic sector business compliance and market access requirements. Most small, medium and micro-sized enterprises (Enterprises) lack the knowledge and expertise to fully participate in the mining value chain and thus this leads to limited benefits from mining activities.

3.2.2 Overall Scope of Work.

The Service providers will be responsible for the following tasks:

- i. Develop market access opportunities to support the processes of integrating Enterprises in mining value chains
- ii. Roll out the technical sector-specific framework covering processing of inputs to outputs;
- iii. Compliance with MPDRA
- iv. Compliance with National Environmental Management Act (NEMA)
- v. Provide Training of Quality Management Systems
- vi. Provide Training of Safety Management Systems
- vii. Prepare Internal Audit for Certification of all enterprises being trained.

3.2.3. Deliverables

The Consulting Firm will produce a set of deliverables:

- i. an inception report containing the compliance training and local or export market readiness work plan (which includes links to funding partners and market access opportunities);
- ii. A completion report including the programme evaluation and monitoring report;
- iii. Virtual and or physical training workshops and capacity building events in compliance.
- iv. Develop frameworks that different sectors will adopt as a navigating tool of market penetration; and
- v. The specific deliverables will be agreed to in consultation with the Consulting Firm and DESTEA during the contracting phase.

3.3 CONSULTANCY STRUCTURE:

- Senior service provider 15 years + experience in the Mining Sector /related field
- Experience/ expertise in geology will be an advantage
- 10 years + experience in Consultancy work related to mining advisory services
- Expertise in mining and gas exploration
- Experience in development of training materials
- Knowledge and experience in training

3.5 CONSULTANCY STAKEHOLDER ENGAGEMENT MANAGEMENT

Organize consultations with broad range of institutions and industry experts e.g. academia, government that will inter-alia assist with

- Exploration planning, implementation and project management
- Data capturing
- Application of the necessary permits and licenses
- Training
- Mineral Resource statements/ reports
- Delivery of operational support, guidance and remedial plans
- Skills transfer
- Maintain liaison with other consultancy services within DESTEA where there may be links. This will ensure that the Task Team takes the lead from one source
- Provide Support services to the DESTEA in communicating with Stakeholders such as the Local Municipality, National energy regulator of South Africa (NERSA), Department of Mineral resources and Energy (DMRE), Mining Qualifications Authority (MQA), and other respective governing authorities etc.

4. BIODIVERSITY ECONOMY

4.1 BACKGROUND

Biodiversity economy is one of the key sectors identified in the government's medium-term strategic framework (MTSF) and National Biodiversity Economy Strategy (NBES) as having potential for job creation by unlocking the socio-economic potential of South Africa's biodiversity assets (both flora and fauna) through sustainable use. Furthermore, the draft White Paper on Conservation and Sustainable use of South Africa's Biodiversity seeks to provide a framework for sustainable economic use natural resources. The biodiversity economy encompasses the business and economic activities that either depend on biodiversity for their businesses or contribute to biodiversity conservation through their activities. The key drivers of the biodiversity economy include commercialization and export of products of plant species such as cannabis, buchu, aloe ferox, rooibos, devil's claw, and honey bush amongst others. The wildlife sector has also attracted a great deal of interest through live auctions and trophy hunting, as well as associated industries such as taxidermy.

DESTEA seeks services of qualified and competent consultancy services with expertise in Wildlife Sector to support DESTEA-identified enterprises to access and navigate key areas of the wildlife sector value chain by ensuring compliance with sector-specific technical requirements such as permits, safety and quality standards, costing, sales & marketing, auctioning, taxidermy, export permits, development of venison products and enhancement. The services will include ensuring that the enterprises are able to access both local and international markets by ensuring compliance and readiness. It is also expected that the service provider shall provide skills and capacity building in the development and performance enhancement of the enterprise in the Wildlife sector in general based on the understanding of the sector-specific market dynamics.

4.2 RATIONALE

Developing enterprises to produce products does not necessarily translate into sustainable incomes, to establish resilient solutions that address income and food security, the integration of such business enterprises into more competitive value-chains is required. The goal of this work is to provide comprehensive support to enterprises in the wildlife value-chains to strengthen direct linkages between small-scale farmers' enterprises and commercial farmers in the local and global supply chains through technology-enabled integrated market systems.

The success and sustainability of enterprises in any value chain is underpinned by a sound understanding of the biodiversity economic sector business compliance and market access requirements. Most enterprises lack the knowledge and expertise to develop and access potential local and international markets due to not being fully compliant to South African and International market compliance requirements, hence the need for this type of support in this sector.

4.3 DETAILED TERMS OF REFERENCE FOR SERVICE PROVIDERS

4.3.1 Objective of the Assignment

The Department intends providing Technical Support Services (TSS) to enterprises, on an 'as and when needed' basis, as part of its enterprise development and support mandate. The TSS programme will be focused on, inter alia, Local and Export Readiness, Quality, Safety, and other relevant regulatory compliance requirements in the listed economic sectors in the Free State Province. The Department aims to enhance transformation, competitiveness and inclusive growth sustained in the value chains within the listed economic sectors in line with the Free State Value Chain Transformation approach to economic recovery.

The expected programme outputs are:

- (i) Technical compliance training and support for product quality and safety; and other relevant regulatory compliance requirements,
- (ii) Game auction support services
- (iii) Development and linkage to taxidermy skills and/or services
- (iv) Local and Export market access readiness (venison and leather products)
- (v) Knowledge and skills training to strengthen wildlife commercialization opportunities.
- (vi) Linkages to commercial opportunities within the value-chains within the sector

4.3.2 Overall Scope of Work.

The Service providers will be responsible for the following outputs:

- i. Develop market access opportunities to support the integration of enterprises in retail and wholesale value chains
- ii. Roll out the technical sector-specific framework covering processing of inputs to outputs for each enterprise;
- iii. Provide Training and support on biodiversity economy compliance requirements
- iv. Prepare Internal Audit of manufacturing processes for Certification in terms of applicable standards.

4.3.3 Deliverables

The Consulting Firm will produce a set of deliverables:

- i. an inception report containing the compliance training and support and
- ii. local or export market readiness work plan (which includes links to funding/off-take partners and market access opportunities);
- iii. A completion report including the programme evaluation and monitoring report;
- iv. Virtual and or physical training workshops and capacity building events, if and when necessary.
- v. Develop frameworks that will be adopted as a navigating tool for market penetration.

The specific deliverables will be agreed to in consultation with the Consulting Firm and DESTEA during the contracting phase.

4.4 CONSULTANCY STRUCTURE:

- Senior service provider 10 years + experience in the Biodiversity Sector / related field
- Knowledge of sector regulatory and permitting systems
- Knowledge and experience in the sector value chain analysis and development;
- 5 years + experience in Consultancy work related to biodiversity economy sector
- Demonstrable experience of the service provider similar and/or relevant to the assignment;
- Knowledge and experience in training

5. LEGAL SERVICES

The DESTEA seeks services of qualified and competent firm of attorneys to support DESTEA in the providing various legal support services to enterprises to enterprises in their normal course of operations as the need arises. The success and sustainability of enterprises in any value chain is underpinned by a sound understanding of the legal and compliance framework in each economic sector. The common pitfalls for enterprises is that they do not get correct legal advice from the inception of the business. These pitfalls includes, but are not limited to, contract and agreement management, tax law compliance, intellectual property rights, property law, and others. There is thus a need for affordable on-demand legal services that will provide advisory services in areas such as tax law, contract & agreement management, property law support, as well as compliance to codes of good governance imperatives.

5.1 Detailed terms of reference for service providers

5.1.1 Objective of the Assignment

The Department intends providing Legal Technical Support Services (TSS) to Enterprises as part of its enterprise support priority. The Legal TSS programme will be focused on, inter alia, supporting enterprises with, Tax Compliance, Intellectual Property, Banking Law, and other relevant regulatory compliance requirements for a registered business. The Department aims to enhance transformation, competitiveness and inclusive growth sustained in the value chains within the listed economic sectors in line with the Free State Value Chain Transformation approach to economic recovery by ensuring that supported enterprises are compliant in all respects to be able to access markets in identified sectors.

The expected TSS programme outputs are:

- i. Provision of Legal 'on-demand' support services in the following areas: Contract and agreements management; Property Law, Intellectual Property Law, Corporate governance structures, Consumer protection law, Labour law, Financial Intelligence Centre Act, Tax-related law, Banking Law, and Cyber Law

5.2 Overall Scope of Work.

The Service providers will be responsible for the following outputs:

- i. Conduct a deep-dive analysis of the legal matters in the referred enterprise
- ii. Roll out the sector-specific regulatory and sector legal compliance requirements;
- iii. Provide Training and support on general company law and other related laws necessary for running a commercial endeavor
- iv. Prepare a state of regulatory compliance report of the enterprise.

5.2.1. Deliverables

The Law Consulting Firm will produce a set of deliverables:

- i. An inception report containing the regulatory and legal compliance status.
- ii. Provision of the following legal support services on an 'on-demand' basis: Contract and agreements management; Property Law, Intellectual Property Law, Corporate governance structures, Consumer protection law, Labour law, Financial Intelligence Centre Act, Tax-related law, Banking Law, and Cyber Law.
- iii. A completion report including the programme evaluation and monitoring report.

5.3 CONSULTANCY STRUCTURE:

- o A Law firm/ consultancy with at least two (2) admitted Attorneys as team members, each with at least 5 years experience in practicing law
- o 5 years + experience in Consultancy work related to business legal advisory services

Experience in provision of legal consultancy support to business enterprises

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF ECONOMIC, SMALL BUSINESS DEVELOPMENT, TOURISM, AND ENVIRONMENTAL AFFAIRS (DESTEA)					
BID NUMBER:	RFP06/2022/23	CLOSING DATE:	JANUARY 12 th , 2023	CLOSING TIME:	11:00 AM
IN THE EVENT THAT A HARD COPY OF THE PROPOSAL DOCUMENT IS NOT RECEIVED ON OR BEFORE THE CLOSING DATE AND TIME, THE BID WILL BE INVALIDATED					
DESCRIPTION	REQUEST FOR PROPOSALS (RFP) FOR PROVISION OF TECHNICAL SUPPORT SERVICES FOR GREEN ECONOMY AND RENEWABLE ENERGY; AND MINING EXTRACTION SECTORS; LEGAL SERVICES; AND BIODIVERSITY ECONOMY FOR A PERIOD OF THREE YEARS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
TENDER BOX C					
GROUND FLOOR; 113 ST ANDREW STREET BUILDING;					
BLOEMFONTEIN					
SUPPLY CHAIN MANAGEMENT ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MR PITSO TLHABANELO	CONTACT PERSON	MR. KHWASA MOTHALOSA		
TELEPHONE NUMBER	(051) 400 4744	TELEPHONE NUMBER	(051) 400 4901		
E-MAIL ADDRESS	TLHABANELOP@DESTEA.GOV.ZA	E-MAIL ADDRESS	MOTHALOSAK@DESTEA.GOV.ZA		
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] <input type="checkbox"/> Yes <input type="checkbox"/> No	
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER 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	Proposals must be delivered by the stipulated time to the correct address. Late Proposals will not be accepted for consideration.
1.2	All Proposals must be submitted on the official forms provided–(not to be re-typed) or in the manner prescribed in the Proposals document.
1.3	This Proposals is subject to the Preferential Procurement Policy Framework Act, 2000 and the Preferential Procurement Regulations, 2017, the General Conditions of Contract (GCC) and, if applicable, any other 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.”

3.	SPECIAL CONDITIONS OF THE BID
i.	The performance measures for the successful bidder will be closely monitored by the DESTEA, and any deviations shall be discussed with the service provider to ensure that corrective measures are implemented.
ii.	Failure to deliver the required deliverables on time will result in penalties, and/or suspension or termination of the contract.
iii	The DESTEA Project Manager shall be responsible for ongoing management of the contract
iv.	Project Manager and appointed service provider(s) will arrange monthly progress meetings with a detailed report at the end of all the training sessions, mentoring sessions and a final closeout report.
v	All the conditions specified in the document will be verbally articulated to the potential service provider after the tender has been allocated.
vi.	All the conditions specified in the tender document shall apply. DESTEA reserves the right not to award the bid to any Service Provider, and if necessary, to re-advertise the tender. DESTEA is not obliged to award the contract to the lowest bidding price.

3. SPECIAL CONDITIONS OF THE BID	
vii.	DESTEA will not be held responsible for any costs incurred by the bidder in the preparation, presentation and submissions of the bids. Travelling costs and time spent or incurred between home and office of the bidders and DESTEA office will not be for the account of DESTEA. DESTEA reserves the right to award the contract to one or more than one Service Provider(s).
Viii	The evaluation of bids can only be done on the basis of information required by the department, DESTEA in this instance.
ix.	Bidders who do not submit B-BBEE Status Level Verification Certificates or are non-compliant contributors to B-BBEE do not qualify for preference points for the B-BBEE but will not be disqualified from the bidding process. They will score zero (0) points out of 20 B-BBEE

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:

4. EVALUATION CRITERIA			
All proposals received will be subjected to a three stage evaluation process.			
Stage 1: Compliance			
In Stage 1 proposals will be assessed for compliance and completeness.			
Stage 2: Functionality			
The bidder must score a minimum of 70% during on functionality of the evaluation to qualify for Stage 3 of the evaluation where only points for price and B-BBEE will be considered			
Criteria No.	Criteria	Evaluation criteria	Points
1	Capacity	Capability and experience in delivering project	30
		1.1 Business documents must be registered with the relevant Professional Bodies.	10
		1.2 Registration with one of SETAs	10
		1.3 CVs of Qualified Trainers	10
2	Experience	Experience	30
		Experience in delivering similar projects	
		2.1 01 Reference letter including proof of payment	10
		2.2 02 Reference letter including proof of payment	10
3	Ownership	Submit companies registration documents	20
		3.1 100% Women	20
		3.2 100% Youth (Own Business)	20
		3.3 100% People with disability (Own Business)	20
4	Locality	Office of Bidder within borders of FS	20
		4.1 Lease agreement, Municipal Utility Bill, or Copy of Bank Statement (first page only)	20
		4.2 Office of Bidder outside borders of FS	0
	FUNCTIONALITY TOTAL		100
A bid which scores a minimum of 70 points out a total of 100 points on functionality will qualify for further evaluation.			
Bids will be evaluated strictly according to the bid evaluation criteria stipulated in this section.			
Bidders must, as part of their bid documents, submit supportive documentation for all functional requirements as indicated in the Terms of Reference. The panel responsible for scoring the respective bids will evaluate and score all bids based on their submissions and the information provided.			
A proposal which scores a minimum of 70 points out a total of 100 points on functionality will qualify for further evaluation.			
The Department reserves the right to determine the number of service providers to provide required services.			

5.	PHASE III: THE 80/20 PRINCIPLE BASED ON PRICE AND B-BBEE STATUS LEVEL									
5.1	In terms of Preferential Procurement Regulations 2017 pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the Department on the 80/20-preference point system in terms of which points are awarded to Bidders on the basis of: <ul style="list-style-type: none"> • The bid price (maximum 80 points) • B-BBEE status level of contributor (maximum 20 points) 									
5.2	The following formula will be used to calculate the points for price: $P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$ <p>Where</p> <table style="margin-left: 40px;"> <tr> <td>P_s</td> <td>=</td> <td>Points scored for comparative price of bid under consideration</td> </tr> <tr> <td>P_t</td> <td>=</td> <td>Comparative price of bid under consideration</td> </tr> <tr> <td>P_{\min}</td> <td>=</td> <td>Comparative price of lowest acceptable bid</td> </tr> </table>	P_s	=	Points scored for comparative price of bid under consideration	P_t	=	Comparative price of bid under consideration	P_{\min}	=	Comparative price of lowest acceptable bid
P_s	=	Points scored for comparative price of bid under consideration								
P_t	=	Comparative price of bid under consideration								
P_{\min}	=	Comparative price of lowest acceptable bid								

6.	PAYMENT TERMS
6.1	DESTEA undertakes to pay valid tax invoices in full within thirty (30) days for work done to its satisfaction upon presentation of a substantiated tax invoice or claim.
6.2	No payment will be made where there is outstanding information or where the service delivered did not satisfy the department (DESTEA), in which case the Professional Service Provider will be requested to rectify the situation to meet the requirements of the department.
6.3	Payments to the appointed service provider will be done as part payments, on submission of the relevant invoices and documentation to a maximum of 12 part payments per financial year. This is subject to SCM processes within the Department and may be changed as such depending on the circumstances at the time.

7.	PROJECT TIMELINE
7.1	The project duration will be for a period of three (3) years after the tender has been awarded

8.	PROPOSALS VALIDITY PERIOD
7.1	Ninety (90) days for the closing date and time

9.	OPENING OF PROPOSALS
9.1	Proposals will be opened publicly immediately on closing date and time stipulated.
9.2	No faxed and e-mailed Proposals will be accepted.
9.3	Proposals delivered after the above-mentioned stipulated time and date will not be considered.

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER:	BID NO.: RFP06/2022/23
CLOSING TIME 11:00	CLOSING DATE JANUARY 12 TH , 2023

OFFER TO BE VALID FOR **90 DAYS** FROM THE CLOSING DATE OF BID.

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

** "all

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

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

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

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

*[Delete if not applicable]

Any enquiries regarding bidding procedures may be directed to the –
 (INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –
 (INSERT NAME OF CONTACT PERSON)

Tel:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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:

.....

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

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

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

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 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 **exceed/not exceed** R50 000 000 (all applicable taxes included) and therefore the preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

1.3 Points for this bid shall be awarded for:

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

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

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

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

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

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

3.3 POINTS AWARDED FOR PRICE

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

80/20 or **90/10**

$$P_s = 80 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right) \quad \text{or} \quad P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

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

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

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 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.

SUB-CONTRACTING

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

(Tick applicable box)

YES		NO	
-----	--	----	--

6.2.1 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		NO	
-----	--	----	--

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

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

7. DECLARATION WITH REGARD TO COMPANY/FIRM

7.1 Name of company/firm:.....

7.2 VAT registration number:.....

7.3 Company registration number:.....

7.4 TYPE OF COMPANY/ FIRM

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

7.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

7.6 COMPANY CLASSIFICATION

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

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

7.8 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>..... SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE:</p> <p>ADDRESS</p> <p>.....</p>
--

CONTRACT F7ORM - RENDERING OF SERVICES

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

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

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

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES	
1	.....
2	.....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

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

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

WITNESSES

1

2

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions 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
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6	Patent rights
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8	Inspections, tests and analysis
9	Packing
10	Delivery and documents
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22	Penalties
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29	Governing language
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31	Notices
32	Taxes and duties
33	National Industrial Participation Programme (NIPP)

1. Definitions	<p>1 The following terms shall be interpreted as indicated</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually</p>
-----------------------	--

- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained
- 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
- 3.3 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
4. **Standards**
- 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. **Use of Contract documents and information; inspection**
- 5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance. 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. 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. 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) 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 analysis**
- 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.
- 18.7 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 7 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. 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

- 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, 12 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. 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.