DEVELOPMENT FINANCE CORPORATION LIMITED

RFP17/26

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND REPLACE TWO TAP CHANGERS AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION

CLOSING DATE: 15 DECEMBER 2026 AT 11:00 am

Issued by:
Ithala Development Finance Corporation Limited
29 Canal Quay Road (for GPS 29 Signal Road),
Point Waterfront
Durban

Procurement Enquiries:
Supply Chain Management Unit
Email: tenders@ithala.co.za
Tel: 031 907 8911

Name of Bidder: . . . . . .

Central Supplier Database No:	**MAAA**	
Joint Venture (tick whichever is applicable)	**YES**	**NO**

For any complaints regarding our supply chain management abuses, please contact Larissa Warren at 031 907 8610 or email complaints@ithala.co.za. Alternatively, you can lodge an anonymous complaint at our toll-free hotline number 0800 0004 82

REQUEST FOR PROPOSALS

ITHALA DEVELOPMENT FINANCE CORPORATION LIMITED, 29 CANAL QUAY ROAD, POINT, DURBAN (FOR GPRS 29 SIGNAL ROAD) (Hereinafter referred to as ("IDFC")

BID NUMBER: **RFP17/26**

CLOSING DATE: **15 DECEMBER 2026**

TIME: **11:00 am**

DESCRIPTION: **APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND REPLACE TWO TAP CHANGERS AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION**

COMPULSORY BRIEFING SESSION **Yes** [X] **No** [ ]

Please note the details of the **Compulsory briefing session**. Failure to attend will lead to disqualification.

DATE	30 NOVEMBER 2026 at 12:00
VENUE	Ezakheni Estate Main Substation, site 310 Brown Street, Ezakheni
EQUIRIES	031 907 8911 / tenders@ithala.co.za

C.1 TENDER NOTICE AND INVITATION TO TENDER

APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND REPLACE TWO TAP CHANGERS AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION

COLLECTION OF BID DOCUMENTS

The bid documents will be obtained online from the IDFC website (www.ithala.co.za) and the National Treasury website (www.etenders.gov.za)

SUBMISSION OF BID DOCUMENTS

The proposals shall be submitted in sealed envelopes delivered at Ithala Trade Centre, 29 Canal Quay Road (for GPS use 29 Signal Road), Point, Durban and should be deposited in the box located at the reception. The closing time for receipt of tenders is **15 DECEMBER 2026 AT 11:00 am**

One original and one electronic (USB) copy of the bid document must be submitted.

Telephonic, e-mail and late tenders will not be accepted. It is important to note that all bids lodged will be examined to determine compliance with the bidding requirements and conditions. Bids with obvious deviations from the requirements will be eliminated.

Technical and administrative queries relating to these documents may be addressed in writing only, quoting the Bid No. for attention: Supply Chain Management Unit by email to tenders@ithala.co.za
Tenders may only be submitted on the original tender documentation that is issued by IDFC, written in black ink. This tender document may not be reproduced.

For any complaints regarding our supply chain management abuses, please contact Customer Services at 031 907 8610 or email Complaints@ithala.co.za alternatively you can lodge an anonymous complaint at our toll-free hotline number 0800 0048 23.

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PART A - INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR THE REQUIREMENTS OF THE IDFC					
BID NUMBER:	RFP17/26	CLOSING DATE:	15 DECEMBER 2026	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND REPLACE TWO TAP CHANGERS AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION				

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*
Ithala Trade Centre
29 Canal Quay Road
Point Waterfront
Durban

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		TECHNICAL ENQUIRIES MAY BE DIRECTED TO:	
CONTACT PERSON	**SCM**	CONTACT PERSON	**SCM**
TELEPHONE NUMBER	**0319078911**	TELEPHONE NUMBER	**0319078911**
FACSIMILE NUMBER	**N/A**	FACSIMILE NUMBER	**N/A**
E-MAIL ADDRESS	**tenders@ithala.co.za**	E-MAIL ADDRESS	**tenders@ithala.co.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

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	☐ YES ☐ NO

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

PART B
TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2022, 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
2.4 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.5 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.6 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 WHO ARE PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....
(Proof of authority must be submitted e.g. company resolution)

DATE: .....

C.2 INTRODUCTION

Ithala Development Finance Corporation Limited is a development finance corporation operating within the confines of the KwaZulu-Natal Ithala Development Finance Corporation Act, No 5 of 2013.

Our VISION is "Accelerating growth, socio-economic development, and empowerment in KwaZulu Natal" and our MISSION is "To accelerate economic growth and transformation, entrepreneurship, and job creation for the people of KwaZulu-Natal".

The Mission is enabled by building a capable, ethical, and sustainable organisation.

We enable, develop, promote and implement innovative investment and transformation solutions to advance sustainable Black Economic Empowerment.

The objectives of IDFC are to promote, support and facilitate social and economic development in the Province of Kwa-Zulu Natal (KZN) by:

1. Mobilising financial resources and providing financial and supportive services to persons domiciled, ordinary resident, or carrying on business within the KZN Province
2. Planning, executing, financing and monitoring the implementation of development projects and programmes in the province of KZN
3. Promoting, assisting and encouraging the development of the Province's human resources and its social, economic, financial and physical infrastructure
4. Promoting, encouraging and facilitating private sector investment in the Province and the participation of the private sector and community organisations in development projects and programmes and in contributing to economic growth and development generally
5. Acting as the Government's agent for performing any development related tasks and responsibilities that the government considers may be more effectively performed by a corporate entity

Our primary mandate is implemented by our three operating departments and a subsidiary with an external market focus, namely:

1. Properties
2. Business Finance
3. Implementing Agent
4. Ithala SOC Limited

The quality, price and service that we provide our customers can only be as good as what we receive from our service providers.

PROCUREMENT PHILOSOPHY

It is the policy of IDFC, when purchasing goods and obtaining services, to follow a course of optimum value and efficiency by adopting best purchasing practices in supply chain management, ensuring that open and fair competition has prevailed, with due regard being had to the importance of :

a) The promotion, development and support of businesses from disadvantaged communities (small, medium, micro enterprises, as well as established businesses within those communities) in terms of its BBBEE Policy.

b) The promotion of national and regional local suppliers and agents before considering overseas suppliers; and

c) The development, promotion and support for the moral values that underpin the above, in terms of IDFC' s Business Ethics and Guidelines which requires that all commercial conduct be based on ethical and moral values and sound business practice. This value system governs all commercial behaviour within IDFC.

C.3 CONDITIONS OF BID AND CONTRACT

Bidders must indicate compliance or non-compliance on a paragraph-by-paragraph basis. Indicate compliance with the relevant bid requirements by marking the YES box and non-compliance by marking the NO box. If the contents of the paragraph only need to be noted, please mark the NOTED box.

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
1.	**GUIDELINE ON COMPLETION**				
1.1	The bidder must clearly state if a deviation from these requirements are offered and the reason, therefore. If an explanatory note is provided, the paragraph reference must be attached as an appendix to the bid submission. Bids not completed in the manner prescribed may be considered incomplete and rejected.				
2.	**IDFC SERVICE LEVEL AGREEMENT**				
2.1	The IDFC Service Level Agreement will be the only contract signed by both parties and will form the basis of this contract. IDFC's standard terms and conditions will not be negotiated.				
3.	**ADDITIONAL INFORMATION REQUIREMENTS**				
3.1	During evaluation of the bids, additional information may be requested in writing from bidders. Replies to such request, must be submitted, within 5 (five) working days or as otherwise indicated. Failure to comply may lead to the bid being disregarded.				
4.	**CONFIDENTIALITY**				
4.1	The bid and all information in connection therewith shall be held in strict confidence by bidders and usage of such information shall be limited to the preparation of the bid.				
4.2	All bidders are bound by a confidentiality agreement preventing the unauthorised disclosure of any information regarding IDFC or of its activities to any other organisation or individual. The bidders may not disclose any information, documentation or products to other clients without written approval, of the accounting authority or the delegate.				
5.	**INTELLECTUAL PROPERTY, INVENTIONS AND COPYRIGHT**				
5.1	Copyright of all documentation relating to this assignment belongs to IDFC. The successful bidders may not disclose any information, documentation or				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	products to other clients without the written approval of the accounting authority or the delegate.				
5.2	All the intellectual property rights arising from the execution of this Agreement shall vest in IDFC and the service provider undertakes to honour such intellectual property rights and all future rights by keeping the know-how and all published and unpublished material confidential.				
5.3	In the event that the service provider would like to use any information or data generated in terms of the Services, the prior, written permission must be obtained from IDFC.				
5.4	IDFC shall own all materials produced by the service provider during the course of, or as part of the Services including without limitation, deliverables, computer programmes (source code and object code), programming aids and tools, documentation, reports, data, designs, concepts, know-how and other information whether capable of being copyrighted or not ("IP") which IP IDFC shall be entitled to freely cede and assign to parties nominated by IDFC.				
6	**PAYMENTS**				
6.1	IDFC will pay the service provider for the actual services rendered in line with the contract.				
6.2	The service provider shall from time to time, during the duration of the contract, invoice IDFC for the services rendered. No payment will be made to the service provider unless an invoice complying with section 20 of VAT Act No 89 of 1991 has been submitted to IDFC.				
6.3	Payment shall be made into the bidder's bank account or per cheque payment normally 30 days after receipt of an acceptable, valid invoice. (Banking details must be submitted as soon as this bid is awarded).				
7	**NON-COMPLIANCE WITH DELIVERY TERMS**				
7.1	As soon as it becomes known to the service provider that he/she will not be able to deliver the goods/services within the delivery period and/or against the quoted price and/or as specified, IDFC must be given immediate written notice to this effect. IDFC reserves the right to implement remedies as provided for in the SLA.				
8	**WARRANTIES**				
8.1	The service provider warranties that:				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	It is able to perform the service to the satisfaction of IDFC				
8.2	Although the service provider will be entitled to provide services to persons other than IDFC, the service provider shall not without the prior written consent of IDFC, be involved in any manner whatsoever, directly or indirectly, in any business or venture which competes or conflicts with the obligations of the contractor to provide the Services.				
8.3	The Service Provider under contract is obligated to ensure that should a resource who is scheduled to carry out work for IDFC or is carrying out work for IDFC become unavailable, then that resource should be replaced within 7 days with a resource in possession of the same professional registration and/or qualifications/experience. The replacement resource is subject to the vetting of the IDFC project manager.				
9.	**PARTIES NOT AFFECTED BY WAIVER OR BREACHES**				
9.1	The waiver (whether express or implied) by any Party of any breach of the terms or conditions of this Agreement by the other Party shall not prejudice any remedy of the waiving party in respect of any continuing or other breach of the terms and conditions hereof				
9.2	No favour, delay, relaxation or indulgence on the part of any Party in exercising any power or right conferred on such Party in terms of this Agreement shall operate as a waiver of such power or right nor shall any single or partial exercise of any such power or right under this Agreement.				
10	**SUBMITTING BIDS**				
10.1	Supply Chain Management (SCM)				
10.2	An original and electronic copy must be delivered to: ITHALA TRADE CENTRE 29 Canal Quay Road (for GPS use 29 signal road) Point Waterfront, Durban				
11	**LATE BIDS**				
11.1	Late submissions will not be accepted. A submission will be considered late if it arrives one second after 11:00 or any time thereafter. The bid (tender) box shall be locked at exactly 11:00 and bids arriving late will not be accepted under any circumstances. Bidders are therefore strongly advised to ensure that bids be dispatched allowing enough time for any unforeseen events that may delay the delivery of the bid.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
12.	**BID CLARIFICATIONS**				
12.1	Any clarification required by a bidder regarding the meaning or interpretation of the Terms of Reference, or any other aspect concerning the bid, is to be requested in writing (by e-mail). Please refer to Bid Notice and Invitation to Tender page of this bid pack for contact details. The bid number should be mentioned in all correspondence. Telephonic requests for clarification will not be accepted. If appropriate, the clarifying information will be made available to all bidders by e-mail only.				
13.	**FORMAT OF BIDS**				
13.1	Bidders must complete all the necessary bid documents and undertakings required in this bid document. Bidders are advised that their proposal should be concise, written in plain English and simply presented.				
14.1	**PART 1: INVITATION TO BID**				
14.2	**PART 2: RFP SUMMARY AND DETAILS**				
14.2.1	Bid summary must be completed and indicate what returnable documents will be submitted.				
14.3	**PART 3: COMPLIANCE TO SPECIAL CONDITIONS OF BID AND NOTING OF EVALUATION CRITERIA**				
	Bidders must complete C3. Indicating compliance/non-compliance or noted. In case of non-compliance details and referencing to the specific paragraph is required.				
14.4	**PART 4: SARS TAX STATUS**				
	In compliance with National Treasury instruction note 9 of 2017/2018, the bidder must be in good standing with SARS **prior** to the award of the bid. and such information will be verified through Central Supply Database or using SARS efiling pin). In case of a consortium/ joint venture, or where sub-contractors are utilized, each consortium/ joint venture member **and/or sub-contractor** (individual) **must be** compliant with SARS.				
14. 5	**PART 5: CERTIFICATE OF AUTHORITY TO SIGN A BID AND DECLARATION OF INTEREST**				
14.5.1	Bidders must complete and submit the Declaration forms. A bidder must complete the relevant parts of the document and must indicate who is delegated to				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
	communicate or deal with IDFC. Any irrelevant sections to the tendering entity must be marked 'N/A'.				
14.6	**PART 6: JOINT VENTURE/CONSORTIUM AGREEMENT**				
14.6.1	A copy of the joint venture/consortium agreement must be included.				
14.7	**PART 7: TECHNICAL PROPOSAL/FUNCTIONALITY PROPOSAL**				
14.7.1	Bidders must, at least, describe in detail exactly how they propose to carry out the activities to achieve the outcomes identified in the Terms of Reference. They should identify any possible problems that might hinder delivery and indicate how they will avoid or overcome such problems.				
14.7.2	The bidder must confirm by providing letters of reference from previous/current clients including contact details, for the previous, current or ongoing projects of similar nature. This may be verified by IDFC.				
14.8	**PART 8: DEVIATIONS FROM REQUEST FOR BID**				
14.8.1	Please indicate deviations or modifications to this Request for Bid on form **C13**				
14.8.2	If no deviations are required, please mark the form "Nil" and sign				
14.9	**PART 9: PRICING SCHEDULE**				
14.9.1	Any budget amount that may be indicated in this document shall be deemed to be a guide only and bidders are expected to submit a costing that is fair and reasonable.				
14.9.2	A proposed pricing schedule with one of the specified elements (fees and reimbursable costs) omitted from the costing, may be considered non-responsive.				
14.10	**PART 10: PROCUREMENT TIMELINES**				
14.10.1	This part of the bid document informs bidders when the bid process is expected to be finalised. It may not necessarily be followed.				
14.10.2	Terms of reference (TOR) are the requirements by IDFC. When a proposal is submitted, a bidder must be certain that the TOR's are understood and that it has the capacity to offer the specified service.				
14.11	**VAT**				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
14.11.1	IDFC is a VAT Vendor. Prices quoted must include VAT (where applicable).				
14.11.1	IDFC reserves the right to request the preferred bidder to register for VAT if the award is anticipated to be more than R2.3m in total for 12 conservative months as the VAT Act requires.				
15	**PRESENTATIONS – N/A**				
15.1	IDFC reserves the right to invite bidders for presentations before the award of the bid.				
15.2	Presentation may affect the points awarded for functionality.				
16	**NEGOTIATION**				
16.1	IDFC has the right to enter negotiation with a prospective contractor regarding any terms and conditions, including price(s), of a proposed contract.				
16.2	IDFC shall not be obliged to accept the lowest or any financial offer or proposal. Furthermore, IDFC reserves the right not to award the tender to the highest-ranking bidder in terms of IDFC's SCM Policy.				
16.3	All bidders will be informed whether they have been successful or not. A contract will only be deemed to be concluded when reduced to writing in a contract form and signed by the designated responsible person of both parties.				
17	**DOMICILIUM**				
17.1	The parties hereto choose domicilium citandi et executandi for all purposes of and in connection with the final contract as follows: Ithala Trade Centre 29 Canal Quay Road (for GPS 29 Signal Road) Point Waterfront Durban				
18	**COST OF BID PREPARATION**				
18.1	Bidders shall prepare and submit a bid at their own expense.				
19.	**SITE INSPECTIONS**				
19.1	IDFC reserves the right to carry out site inspections of bidders to establish suitability of properties, etc. to perform services effectively and efficiently				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
20	**BID VALIDITY PERIOD**				
20.1	Bid will be valid for a period of 120 days				
20.2	The bidder must hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.				
20.3	If requested by the employer, the bidder must consider extending the validity period stated in the tender data for an agreed additional period.				
21	**ISSUE ADDENDA**				
21.1	If necessary, the employer may issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date that tender documents are available until seven days before the tender closing time stated in the Tender Data. If, as a result a tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify those tendering entities appearing on the attendance list.				
21.2	Tenderers must sign the attendance list in the name of the tendering entity. Addenda will be issued to and tenders will be received only from those tendering entities appearing on the attendance list				
21.3	The bidder must acknowledge receipt of addenda to the tender documents, which the employer may issue.				
22	**SUBMITTING OF FRAUDULENT DOCUMENTS**				
22.1	IDFC will 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.				
22.2	IDFC will list bidders/ directors in the list of restricted suppliers and they will not conduct any business with an organ of state.				
22.3	All documentation will be verified and bidders who have submitted fraudulent documentation will be disqualified from further evaluation and reported to the relevant authorities.				
23	**EVALUATION ON PRICE AND SPECIFIC GOALS**				
23.1	Price and specific goals evaluation will be performed on bidders who qualify for Stage 3.				
23.2	All prices submitted may be subject to negotiation.				

No.	Conditions	Confirmation			
		Yes	No	Noted	If no, indicate deviation
24	**ADJUDICATION OF BID**				
24.1	The Bid Adjudication Committee will consider the recommendations and make the final award.				
24.2	The bid shall be awarded at the sole and absolute discretion of IDFC. IDFC hereby represents that it is not obliged to award this bid to any bidder. IDFC is entitled to **retract** this bid at any time as from the date of issue. IDFC is not obliged to award this bid to the bidder that quotes the lowest.				
24.3	A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of IDFC regarding this bid from the date the offer is submitted until the date of award of the bid.				
25	**Awarding of contract**				
25.1	IDFC reserves the right to award this bid in full or in part.				
26	**CONTRACT PERIOD**				
26.1	Once-off supply and installation				
27	**SPECIAL CONDITION**				
27.1	**Personnel assigned to the projects** All personnel assigned to the project must be those proposed in the RFP submission. Any substitution or change of resources requires prior approval from the IDFC.				
27.2	**Warranty** The service provider must issue a 24-month warranty that all items supplied will be free from defects in materials and workmanship from the date of installation or final acceptance by IDFC				

C.4 **SECTION M**

CERTIFICATE OF AUTHORITY TO SIGN A BID

The bidder must indicate the enterprise status by ticking the appropriate box hereunder.

(I) CLOSE CORPORATION	(II) COMPANIES	(III) SOLE PROPRIETOR	(IV) PARTNERSHIP	(V) CO-OPERATIVE	(VI) JOINT VENTURE / CONSORTIUM	
					Incorporated	
					Unincorporated	

I/We, the undersigned, being the Member(s) of Cooperative/ Sole Owner (Sole Proprietor)/ Close Corporation/ Partners (Partnership)/ Company (Representative) or Lead Partner (Joint Venture / Consortium), in the enterprise trading as:

.....

hereby authorise Mr/Mrs/Ms .....

acting in the capacity of .....

whose signature is .....

to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

NAME	ADDRESS	SIGNATURE	DATE

(If the space provided is not enough, a separate list should be attached)

Note:

Members of the enterprise must complete this form in full according to the type of enterprise, authorising the signatory to sign all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

Note: In a case of a Sole proprietor, a director may appoint himself/herself if they will be the one signing all documents in connection with this bid and any contract resulting therefrom on behalf of the enterprise.

C.5 CERTIFICATE OF ATTENDANCE AT COMPULSORY BRIEFING MEETING

This is to certify that

(tenderer).....

of (address)

.....

..... was represented by the person(s)

named below at the compulsory meeting held for all tenderers at: -

Description	Date	Time	Venue
APPOINTMENT OF A SERVICE PROVIDER FOR TAP CHANGER REPLACEMENT AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION	30 NOVEMBER 2026	12:00	Ezakheni Estate Main Substation, Site 310 Brown Street, Ezakheni

I / We acknowledge that the purpose of the meeting was to acquaint myself/ourselves with the site of the works and/or matters incidental to doing the work specified in the tender documents in order for me/us to take account of everything necessary when compiling our rates and prices included in the tender.

Particulars of Bidder's representative attending the meeting:

Name: ..... Signature: .....

Capacity: .....

Attendance of the above person(s) at the meeting is confirmed by the IDFC's representative, namely:

Name: ..... Signature: .....

Capacity: ..... Date and Time: .....

C.6 PROCUREMENT TIMELINES

PROCUREMENT TIMELINE	DATE	TIME
RFP Release Date	23 NOVEMBER 2026	
Compulsory briefing session	30 NOVEMBER 2026	12:00
Written questions of clarification – closing date	04 DECEMBER 2026	16h00
Written response to all clarifications	09 DECEMBER 2026	16h00
Service Provider Proposals Due	15 DECEMBER 2026	11h00

***Indicative dates**

C7. TERMS OF REFERENCE

1. PURPOSE

The purpose of this submission is to appoint a service provider to supply and replace two tap changers at Ezakheni Industrial Estate. Ezakheni Industrial Estate, based in Ladysmith, is fed by two 132kV feeders from Eskom, with each feeding a 132kV to 11kV transformer.

2. BACKGROUND

IDFC is a licensed Electricity Distributor and distributes electricity through a network of reliable equipment to Users within Ezakheni Industrial Estates. Maintenance of the electrical equipment is necessary to preserve the life of the equipment, operate reliably and ensure that its operation is executed within the legislated framework. This necessitates the appointment of a competent, experienced service provider to upgrade the two tap changer panels.

3. TERMS OF REFERENCE FOR - EZAKHENI ON LOAD TAP CHANGERS

The on-Load Tap Change Control schemes at Ezakheni 132/11kV substation require upgrading.
The existing schemes have reached the end of useful life. There are two transformers at the substation.

Tap Changer and Existing Control Relay Details

Transformer 1

Mechanism	FERRNTI DS 300
Number of Taps	17
Relay	**ASMA RX CE41**

Transformer 2

Mechanism	FERRNTI DS 300
Number of Taps	17
Relay	**ASEA RX CE41**

Functionality

The following functionality is required:

- Operate in manual mode
- Operate in automatic mode as individual transformer
- Operate in automatic mode in parallel with other transformers (circulating current method or master / follower method)
- Tap in progress indication
- Parallel operation fail indication
- Selector switches for Raise / Lower in manual mode
- Selector switches manual / automatic mode
- Tap position indication

Preferred Relay

The preferred voltage control relay for this application is the **TAPCON230** or equivalent.

4. SCOPE OF WORK

- Remove Transformer 1 + Transformer 2 existing tap change control relaying, controls, indication lamps etc. and wiring up to the panel terminals.
- Supply and install replacement scheme in Transformer 1 + Transformer 2 existing panels and wire to the existing terminals. A single blanking plate to be used to cover the existing cut-outs and to accommodate the new control scheme. Label all equipment with engraved labels.
- Supply and install universal transmitter (transducer) and program the same to enable to read tap change positions.
- Configure set, test and commissioning the new scheme – Transformer 1+ Transformer 2 tap change panels.
- Test and commission the parallel operation of the transformers.
- Provide drawings of the schemes – Provide test and commissioning reports
- Transformer 1 + Transformer 2: Provide basic training to staff on the operation of the schemes – Transformer 1 + Transformer 2

5. CONTRACT PERIOD

Once-off supply and installation.

C.8. EVALUATION PROCESS & CRITERIA

The evaluation shall be conducted in three (3) stages as follows

1. Administrative Compliance
2. Functionality Evaluation
3. Price and Specific Goals

STAGE ONE: ADMINISTRATIVE COMPLIANCE	**Yes**	**No**	**Noted**	**If no, indicate deviation**
All bids duly lodged will be examined to determine compliance with bidding requirements and conditions. Bids with obvious deviations from the requirements/conditions will be eliminated from further adjudication. **Mandatory Requirements** Bids will be considered compliant if the following documents have been submitted or conditions met (whichever is applicable). • The bidder must be registered as a vendor on the National Treasury Central Supply Database (CSD), which can be found at https://secure.csd.gov.za/ in compliance with National Treasury compliance paragraph 4.2 with instruction note 4a of 2016/2017 • The bidder must be in good standing with SARS **prior** to the award of the bid. and such information will be verified through Central Supply Database or using SARS efiling pin, in compliance with National Treasury instruction note 9 of 2017/2018 •SBD 1 – A completed and duly signed Invitation to bid- A resolution letter **MUST** be attached as per the requirement of SBD 1. • SBD 4 - A completed and duly signed declaration of Interest. Should a conflict of interest not be declared or identified, the bid would be declared non- responsive. NB: Bidder must ensure all pages are complete and all questions answered; you are to indicate not applicable (N/A) where appropriate. • Proof of compulsory site briefing attendance – signed attendance register • A valid CIDB Grading designation of 3EP or higher • COIDA – Valid Letter of good standing (Compensation for Occupational Injuries and Diseases Act) **Failure to provide any mandatory information as requested above will result in the submission being deemed non-responsive.**				

STAGE TWO: FUNCTIONALITY EVALUATION Responsive bids will be evaluated according to the criteria indicated on pages 23-24				
STAGE THREE: PRICE AND SPECIFIC GOALS Price evaluation will be performed on bidders who passed stages 1 and 2 above				
ADJUDICATION OF BID				
The quotation shall be awarded at the sole and absolute discretion of IDFC. IDFC hereby represents that it is not obliged to award this bid to any bidder. IDFC is entitled to **retract** this bid at any time from the date of issue. IDFC is not obliged to award this bid to the bidder that bids the lowest.				
A bidder shall be disqualified from bidding if any attempt is made either directly to solicit and/or canvass any information from any employee or agent of IDFC regarding this quotation from the date the offer is submitted until the date of award of the quotation.				

STAGE 2 - FUNCTIONALITY EVALUATION

THE QUALITY CRITERIA AND MAXIMUM SCORE IN RESPECT OF EACH OF THE CRITERIA ARE AS FOLLOWS:
All bids will be scored on functionality as below; bids that do not meet the minimum threshold value of 70 points will be considered non- responsive and will not be considered.

Criteria	Description	Score	Max	Guidelines
Positive reference letters from previous clients	More than 3 reference letters as per the guidelines	35	**35**	The bidder is required submit a minimum of 3 signed and contactable client reference letters specific to installation and commissioning of Transformer tap changer panel. The reference letters must be as per attached Annexure A (page 36) **[IDFC reserves the right to verify with the client the content of the reference letter.]**
	3 reference letters as per the guidelines	25		
	Less than 3 reference letters, or the reference letter does not satisfy or meet the requirements as per the guidelines	0		
Senior project resource – Registered Electrical Engineer	**Registered Electrical Engineer Requirements** **Qualification-20** • Electrical Engineering Degree and Valid ECSA registration	20	**40**	The bidder is required to submit an experienced resource with experience and qualifications specific to electrical transformer design and commissioning of tap changer panels with modern relays. The resource **must have an electrical engineering qualification.** **RESOURCE COMPETENCY** - Relevant qualification should be in Electrical engineering - Transformer, tap changers and Protection relays experience - Valid ECSA registration Detailed CV with proof of projects done, certified copies of qualifications and a copy of valid training certificates must be submitted in relays/ transformers. **IDFC reserves the right to conduct verification checks on all documents submitted.**
	• Electrical Engineering Diploma and Valid ECSA registration	15		
	• Electrical engineering qualification (min N3)	10		
	• No qualification or Electrical Engineering qualification below N3.	0		
	Experience-20 • Clear proof of competence in transformers, tap changers and relays- more than 3 projects	20		

	• Clear proof of competence in transformers, tap changers and relays- 3 projects • No clear proof of competence in transformers, tap changers and relays 0r less than 3 projects	15 0		
Project Timelines	Implementation Project Plan indicating clear project deliverables with clear timeframe of less than 6 weeks.	25	**25**	The bidder is required to submit a detailed project plan, preferably in Gantt chart format, clearly indicating project deliverables with clear timeframes.
	Implementation Project Plan indicating clear project deliverables with clear timeframes of 6 weeks to 18 weeks.	15		
	Implementation Project Plan indicating clear project deliverables with clear timeframes above 18 weeks or no project plan	0		
TOTAL				**100**
MINIMIUM REQUIREMENT PER FUNCTIONAL AREA				**70**
Bidders are required to obtain a minimum of 70 points to be considered for Stage 3 of the evaluation process, Ithala Development Finance Corporation Limited reserves the right to validate all documentation submitted as evidence.				

STAGE 3 PRICE (80 points) AND SPECIFIC GOALS (20 points)

PRICING SCHEDULE – EZAKHENI ON LOAD TAP CHANGERS: TRANSFORMER 1+ 2

Pricing Instructions

1. The bidder must price all items.
2. All amounts to include VAT.
3. Offer to be valid for 120 days from the bid closing date

NAME OF BIDDER:

ITEM	DESCRIPTION	PRICE
1	Remove Transformer 1 + Transformer 2 existing tap change control relaying, controls, indication lamps, etc. and wiring up to the panel terminals.	
2	Supply and install replacement scheme in the Transformer 1 + Transformer 2 existing panels and wire to the existing terminals. A single blanking plate to be used to cover the existing cut-outs and to accommodate the new control scheme.	
3	Supply and install a universal transmitter (transducer) and program the same to enable reading tap change positions.	
4	Configure, set, test and commission the new scheme – Transformer 1 + Transformer 2 tap change panels.	
5	Test and commission the parallel operation of the transformers.	
6	Provide drawings of the schemes – Transformer 1 + Transformer 2 tap change panels.	
7	Provide test and commissioning reports – Transformer 1 + Transformer 2 tap change control panels.	
8	Provide basic training to IDFC staff on the operation of the schemes – Transformer 1 + Transformer 2+ tap change panels.	
9	**TOTAL:**	
10	**VAT:**	
11	**TOTAL – VAT INCLUDED**	

Tenderer's signature.....

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

a) The applicable preference point system for this tender is the 80/20 or 90/10 preference point system.

b) The 80/20 preference point system will be applicable in this tender if the lowest/ highest acceptable is below R50 million.

c) The 90/10 preference point system will be applicable in this tender if the lowest acceptable tender is above R50 million.

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

(a) Price; and

(b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

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

1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim regarding preferences, in any manner required by the organ of state.

2. DEFINITIONS

(a) **"tender"** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation.

(b) **"price"** means an amount of money tendered for goods or services and includes all applicable taxes less all unconditional discounts.

(c) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) **"tender for income-generating contracts"** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) **"the Act"** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 **or** **90/10**

$$Ps = 80\left(1 - \frac{Pt - P\,min}{P\,min}\right) \quad \text{or} \quad Ps = 90\left(1 - \frac{Pt - P\,min}{P\,min}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20 **or** **90/10**

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system: or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

Table 1: Specific goals for the tender and points claimed are indicated per the table below.
Note to tenderers: The tenderer must indicate how they claim points for each preference point system.

Specific goals allocated points in terms of this tender			
PRICE – 80 points			
SPECIFIC GOALS – 20 points			
Specific goals	**Points for Specific Goal target**	**Proof / Evidence to be submitted by the tenderer**	**Points claimed by bidder (Max total of 20)**
≥51%Black Ownership	5	CSD, CIPC registration, valid BBBEE certificate/ affidavit	
≥33%Women Ownership	5	CSD, CIPC registration, valid BBBEE certificate/affidavit	
≥33%Youth Ownership	5	CSD, CIPC registration, valid BBBEE certificate/affidavit - Youth is defined as a person under the age of 35	
≥25% Persons with disability Ownership	5	CSD report supported by a Certificate of disability issued by a medical practitioner.	
TOTAL POINTS	**20**		

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One-person business/sole propriety

Close corporation

Public Company

Personal Liability Company

(Pty) Limited

Non-Profit Company

State Owned Company

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct.

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct.

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

(a) disqualify the person from the tendering process.

(b) recover costs, losses or damages it has incurred or suffered because of that person's conduct.

(c) cancel the contract and claim any damages which it has suffered because of having to make less favourable arrangements due to such cancellation.

(d) recommend that the tenderer or contractor, its shareholders, and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

C.10 TAX CLEARANCE REQUIREMENT

IT IS A CONDITION OF BIDDING THAT

- The taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with the Receiver of Revenue to meet his/her tax obligations.

- In bids where Consortia/Joint Ventures/Sub-contractors/Partners are involved, each party must be in compliance with SARS and such information will be verified through central supplier database (CSD).

C.11 SBD 4 - BIDDER'S DISCLOSURE

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

1.1 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, 1996 (Constitution), and further expressed in the various applicable legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

1.2 If a person is 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. DECLARATION ON EMPLOYMENT BY ORGAN OF STATE

2.1 Is the bidder, or any of the directors / trustees / shareholders / members / partners of the bidder employed by an organ of state, as defined in section 239 of the Constitution? **YES/NO**

2.2 If YES, furnish particulars of the names, individual identity numbers, in the table below:

Full Name	Identity Number	Name of organ of state

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

2.3.1 If so, furnish particulars:

.....
.....

2.4 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**

2.4.1 If so, indicate all companies registered in the CSD in the table below:

Supplier registration number (MAAA)	Status (active/inactive/deleted)

Failure to disclose all CSD-registered active companies linked to all Directors will lead to disqualification.

3 GENERAL DECLARATION

I, ..., the undersigned, 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 to be false.

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor.

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.

3.5 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.

3.6 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.

3.7 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, 1998 (Act No. 89 of 1998) and or may be referred to law enforcement agencies for criminal investigation and or may be restricted from conducting business with the state for a period not exceeding 10 years in terms of the Prevention and Combating of Corrupt Activities Act, 2004 (Act No. 12 of 2004) or any other applicable legislation.

I CERTIFY THAT THE ABOVE IS CORRECT.

i. I ACCEPT THAT THE PROCURING INSTITUTION MAY REJECT THE BID OR TAKE APPROPRIATE ACTION AGAINST ME IF THIS DECLARATION IS FALSE.

.....	.....
Signature	Date
.....	.....
Designation	Name of bidder

C.12 CONTRACT FORM - RENDERING OF SERVICES

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

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

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution) ..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid .

2. The following documents shall be deemed to form and be read and construed as part of this agreement:

   (i) Bidding documents, *viz*
   - Invitation to bid;
   - Tax clearance certificate;
   - Pricing schedule(s);
   - Filled in task directive/proposal;
   - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
   - Declaration of interest;
   - 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 .....

DATE: .....

CONTRACT FORM - RENDERING OF SERVICES

PART 2 (TO BE FILLED IN BY THE PURCHASER)

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).

2. An official order indicating service delivery instructions is forthcoming.

3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

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

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

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

NAME (PRINT)
.....

SIGNATURE
.....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....

C.13 DEVIATIONS FROM THE REQUEST FOR PROPOSAL

Should the bidder desire to make any departures from, or modifications to this Request for Proposal or to qualify its bid in any way, it shall clearly set out its proposals hereunder or alternatively state them in a covering letter attached to its bid and referred to hereunder, failing which the bidder shall be deemed to be unqualified and conform exactly with the requirements of this Request for Proposal.

If no departures or modifications are desired, the Schedule hereunder is to be marked "NIL" and signed by the bidder.

Unless otherwise specified specifically and stipulated in writing, the Contract constitutes the sole memorial of the Contract between the parties and any terms and conditions forming part of the bidder's Bid or other documentation shall not form part of the Contract and shall be of no force or effect.

PAGE NUMBER	CLAUSE NUMBER	DEVIATION

_____

SIGNATURE OF BIDDER

_____

DATE

Referee's Company letterhead

ANNEXURE A - FEEDBACK FROM REFERENCE'S SAMPLE LETTER - Feedback from references following the below template using the referee's company letterhead.

Attention: IDFC Supply Chain Management Unit

BID NO: RFP17/26. APPOINTMENT OF A SERVICE PROVIDER TO SUPPLY AND REPLACE TWO TAP CHANGERS AT EZAKHENI INDUSTRIAL ESTATE MAIN SUBSTATION.

Feedback from Referee's

As part of the functionality component of the tender process, feedback is required from current or previous contractors to rate the performance of.....

The company that is completing the assessment is to indicate in the box below the type of (relevant to the above-mentioned bid) services rendered and their execution dates.

Services Rendered	Start Date	End Date
TOTAL VALUE OF PROJECT:		

The company is further requested to rate the tendering organisation/bidder for services rendered as indicators of either excellent or good or average or poor or no ratings.

Services rendered	(A Rating) Excellent	(B Rating) Good	(C Rating) Average	(D Rating) Poor	(E Rating) No Rating
Overall Rating					

The undersigned, who warrants that he/she is duly authorised to do so on behalf of the enterprise, confirms that the contents of this schedule are within my personal knowledge and are to the best of my belief both true and correct.

Signed		**Date**	
Name		**Position**	
Contact details	**Email:**		
	Telephone:		

Annexure A

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

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable.

Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

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

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

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

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with

supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

(e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

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

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

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

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

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard

the intended penalty as not objected against and may impose it on the supplier.

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

25. Force Majeure

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security,

damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

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

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

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

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

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

(b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

30. Applicable law

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

31. Notices

31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

33. National Industrial Participation (NIP) Programme

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

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