

# PROVINCE OF THE NORTHERN CAPE

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## DEPARTMENT OF ROADS & PUBLIC WORKS



**the dr&pw**

Department:  
Roads and Public Works  
NORTHERN CAPE PROVINCE  
REPUBLIC OF SOUTH AFRICA

## PROCUREMENT DOCUMENTS

FOR

## KATHU PROVISIONING OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT

**BID NO: DRPW 014/2022**

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Project Manager

Mr S Moroka

053 831 3048

## **REFERENCED INDEX TO PARTS OTHER THAN BILLS OF QUANTITIES**

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# **PART A INVITATION TO BID**

**YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT ROADS AND PUBLIC WORKS)**

|             |               |               |              |               |         |
|-------------|---------------|---------------|--------------|---------------|---------|
| BID NUMBER: | DRPW 014/2022 | CLOSING DATE: | 21 JULY 2023 | CLOSING TIME: | 11H00am |
|-------------|---------------|---------------|--------------|---------------|---------|

|             |                                                                                      |
|-------------|--------------------------------------------------------------------------------------|
| DESCRIPTION | KATHU: PROVISIONING OF OFFICE ACCOMMODATION FOR THE DEPARTMENT OF SOCIAL DEVELOPMENT |
|-------------|--------------------------------------------------------------------------------------|

**THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

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

**DEPARTMENT OF ROADS AND PUBLIC WORKS, 9/11 STOKROOS STREET, TEBOGO LEON TUME COMPLEX SQUAREHILL PARK**

**KIMBERLEY,8301**

## **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 |  |
|-------------------------|--|

|  |          |  |    |         |  |
|--|----------|--|----|---------|--|
|  | TCS PIN: |  | OR | CSD No: |  |
|--|----------|--|----|---------|--|

|                                                                    |                                                             |                                                                                                    |
|--------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | <input type="checkbox"/> Yes<br><input type="checkbox"/> No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT<br><input type="checkbox"/> Yes<br><input type="checkbox"/> No |
|--------------------------------------------------------------------|-------------------------------------------------------------|----------------------------------------------------------------------------------------------------|

|                                            |  |
|--------------------------------------------|--|
| IF YES, WHO WAS THE CERTIFICATE ISSUED BY? |  |
|--------------------------------------------|--|

|                                                                                                                  |                          |                                                                                    |
|------------------------------------------------------------------------------------------------------------------|--------------------------|------------------------------------------------------------------------------------|
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)           |
|                                                                                                                  | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |
|                                                                                                                  | <input type="checkbox"/> | A REGISTERED AUDITOR                                                               |
|                                                                                                                  | <input type="checkbox"/> | NAME:                                                                              |

**[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]**

|                                                                                                      |                                                                                        |                                                                                 |                                                                                                 |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|
| <b>ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ENCLOSE PROOF] | <b>ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?</b> | <input type="checkbox"/> Yes <input type="checkbox"/> No<br><br>[IF YES ANSWER PART B:3 BELOW ] |
|------------------------------------------------------------------------------------------------------|----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|-------------------------------------------------------------------------------------------------|

|                     |      |
|---------------------|------|
| SIGNATURE OF BIDDER | DATE |
|---------------------|------|

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

|                                                        |  |                                                  |  |
|--------------------------------------------------------|--|--------------------------------------------------|--|
| TOTAL NUMBER OF ITEMS OFFERED                          |  | TOTAL BID PRICE (ALL INCLUSIVE)                  |  |
| <b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b> |  | <b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b> |  |
| DEPARTMENT/ PUBLIC ENTITY                              |  | CONTACT PERSON                                   |  |
| CONTACT PERSON                                         |  | TELEPHONE NUMBER                                 |  |
| TELEPHONE NUMBER                                       |  | FACSIMILE NUMBER                                 |  |
| FACSIMILE NUMBER                                       |  | E-MAIL ADDRESS                                   |  |
| E-MAIL ADDRESS                                         |  |                                                  |  |

**PART B**  
**TERMS AND CONDITIONS FOR BIDDING**

|                                                                                                                                                                                                                                                                                                                                                     |
|-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>1. BID SUBMISSION:</b>                                                                                                                                                                                                                                                                                                                           |
| 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.                                                                                                                                                                                                                        |
| 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR ONLINE                                                                                                                                                                                                                                                       |
| 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. |
| 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.                                |
| 1.5. THIS BID 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 LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.                                                                                        |
| <b>2. TAX COMPLIANCE REQUIREMENTS</b>                                                                                                                                                                                                                                                                                                               |
| 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.                                                                                                                                                                                                                                                                                      |
| 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.                                                                                                                                                                     |
| 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.                                                                                                                                    |
| 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.                                                                                                                                                                                                                                                                                    |
| 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.                                                                                                                                                                                                     |
| 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.                                                                                                                                                                                                                   |
| <b>3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>                                                                                                                                                                                                                                                                                                |

3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?

☐ YES ☐ NO

3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?

YES ☐ NO



3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?

☐ YES ☐ NO

3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?

☐ YES ☐ NO

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

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

If the correctional fluid is used to correct signatures, prices and descriptions this **will** lead to bids being regarded as non-responsive.

## IMPORTANT NOTICE

*NOTICE 1*



**A COMPULSORY INFORMATION SESSION WILL BE HELD ON:**

**VENUE:** **47 Hendrik Van Eck  
Kathu**

**DATE:** **07/07/2023**

**TIME:** **14H00**

**CONTACT PERSON:** **MR. T.Mgijima**

**PHONE NO:** **053-839 2299**

**BIDDERS WILL ALSO BE REQUIRED SIGN AN ATTENDANCE REGISTER  
AND MAKE SURE THAT THEIR COMPULSORY BRIEFING SESSION  
CERTIFICATE IS SIGNED BY THE REPRESENTATIVE OF DEPARTMENT**

**\*\*\*\*\***

## IMPORTANT NOTICE

*NOTICE 2*



PLEASE NOTE THAT THIS BID CLOSING AT  
TEBOGO LEON TUME COMPLEX AT 9 -11  
STOCKROSS STREET, SQUAREHILL, KIMBERLEY,  
8301

**TAKE NOTE - BIDDERS WHO WISH TO MAKE USE OF SPEED SERVICES MUST MARK DELIVERY "TO COUNTER" AND NOT  
"TO PRIVATE BAG/BOX" ON THE STICKER. BIDDERS MUST ALSO CONTACT THE OFFICE, STATING THEIR TRACKING  
NUMBER OF THE BID DOCUMENT.**

**BID DOCUMENTS DEPOSITED ANYWHERE ELSE  
WILL BE REGARDED AND TREATED AS LATE BID**

\*\*\*\*\*

### LIST OF RETURNABLE DOCUMENTS

Returnable Documents marked with an X in the Yes column must be completed and submitted with the bid, failure to comply with the requirement may invalidated your bid

| No | Returnable Document                                                                | Yes | No |
|----|------------------------------------------------------------------------------------|-----|----|
|    | <b>RETURNABLES DOCUMENTS FOR EVALUATION PURPOSE</b>                                |     |    |
| 1  | Compulsory Briefing Session Certificate                                            | X   |    |
| 2  | Resolution of Board of Directors                                                   | X   |    |
| 3  | Resolution of Directors Enter into Consortia of Joint Venture (if applicable)      |     | X  |
| 4  | Special Resolution of Consortia or Joint Ventures (if applicable)                  |     | X  |
| 5  | Schedule of Proposed Subcontractors (if applicable)                                | X   |    |
| 6  | Capacity of the Tenderer                                                           | X   |    |
| 7  | NCP Standard Bidding Documents                                                     | X   |    |
| 11 | General Condition of Contract (as attached to bid document)                        | X   |    |
| 12 | Special Condition of Contract (as attached to bid document)                        | X   |    |
| 14 | Price breakdown Schedule as requested in TOR (SPECIFICATIONS)                      | X   |    |
| 15 | Legal Joint Venture Agreement (if applicable)                                      | X   |    |
| 16 | Central Supplier Database Report or Number                                         | X   |    |
|    | <b>RETURNABLE DOCUMENT NOT FOR EVALUATION PURPOSE – INCORPORATED IN A CONTRACT</b> |     |    |
| 19 | Service Level Agreement (only with successful bidder)                              |     | X  |

## SITE CLARIFICATION MEETING CERTIFICATE: COMPULSORY

|                       |                                                                                         |
|-----------------------|-----------------------------------------------------------------------------------------|
| <b>Project title:</b> | KATHU: PROVISIONING OF OFFICE ACCOMMODATION FOR THE<br>DEPARTMENT OF SOCIAL DEVELOPMENT |
|-----------------------|-----------------------------------------------------------------------------------------|

This is to certify that I, \_\_\_\_\_ representing  
\_\_\_\_\_ in the company of \_\_\_\_\_ visited  
the site on:

I have made myself familiar with all local conditions likely to influence the work and the cost thereof. I further certify that I am satisfied with the description of the work and explanations given at the site clarification meeting and that I understand perfectly the work to be done, as specified and implied, in the execution of this contract.

|                  |           |      |
|------------------|-----------|------|
|                  |           |      |
| Name of Tenderer | Signature | Date |

|                                                  |           |      |
|--------------------------------------------------|-----------|------|
|                                                  |           |      |
| Name of DEPT Representative<br>or Project Leader | Signature | Date |

## RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
(legally correct full name and registration number, if applicable, of the Enterprise)

Held at \_\_\_\_\_ (place)

On \_\_\_\_\_ (date)

### RESOLVED that:

1. The Enterprise submits a Bid / Tender to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

### PROVISIONING OF OFFICE ACCOMMODATION Document)

(project description as per Bid / Tender

Bid / Tender Number: DRPW

(Bid / Tender Number as per Bid / Tender Document)

2. \*Mr/Mrs/Ms:

\_\_\_\_\_  
in \*his/her Capacity as : \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

|   | Name | Capacity | Signature |
|---|------|----------|-----------|
| 1 |      |          |           |
| 2 |      |          |           |
| 3 |      |          |           |
| 4 |      |          |           |

#### Note:

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

### ENTERPRISE STAMP

## **RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES**

**RESOLUTION** of a meeting of the Board of \*Directors / Members / Partners of:

\_\_\_\_\_  
\_\_\_\_\_

*(Legally correct full name and registration number, if applicable, of the Enterprise)*

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

3. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

\_\_\_\_\_  
\_\_\_\_\_

*(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)*

to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

**PROVISIONING OF OFFICE ACCOMMODATION**

*(Project description as per Bid /Tender Document)*

Bid / Tender Number: DRPW      *(Bid / Tender Number as per Bid /Tender Document)*

4. \*Mr/Mrs/Ms:

\_\_\_\_\_  
in \*his/her Capacity as: \_\_\_\_\_ *(Position in the Enterprise)*

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

5. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

6. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

|   | <i>Name</i> | <b>Capacity</b> | <b>Signature</b> |
|---|-------------|-----------------|------------------|
| 1 |             |                 |                  |
| 2 |             |                 |                  |
| 3 |             |                 |                  |
| 4 |             |                 |                  |
| 5 |             |                 |                  |
| 6 |             |                 |                  |
| 7 |             |                 |                  |
| 8 |             |                 |                  |
| 9 |             |                 |                  |

**Note:**

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Directors / Members / Partners of the Bidding Enterprise
3. Should the number of Directors / Members/Partners exceed the space available above, additional names and signatures must be supplied on a separate page

**ENTERPRISE STAMP**

## SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

**RESOLUTION** of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

|    | <i>Name</i> | <b>Capacity</b> | <b>Signature</b> |
|----|-------------|-----------------|------------------|
| 1  |             |                 |                  |
| 2  |             |                 |                  |
| 3  |             |                 |                  |
| 4  |             |                 |                  |
| 5  |             |                 |                  |
| 6  |             |                 |                  |
| 7  |             |                 |                  |
| 8  |             |                 |                  |
| 9  |             |                 |                  |
| 10 |             |                 |                  |

Held at \_\_\_\_\_ *(place)*

On \_\_\_\_\_ *(date)*

**RESOLVED that:**

**RESOLVED that:**

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the DEPARTMENT OF ROADS & PUBLIC WORKS in respect of the following project:

\_\_\_\_\_

\_\_\_\_\_  
*(Project description as per Bid /Tender Document)*

Bid / Tender Number: DRPW 014/2022 *(Bid / Tender Number as per Bid /Tender Document)*

B. Mr/Mrs/Ms:

\_\_\_\_\_

in \*his/her Capacity as: \_\_\_\_\_ (Position in the Enterprise)

and who will sign as follows: \_\_\_\_\_

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

- C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style \_\_\_\_\_
- D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.
- E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.
- F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.
- G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Business address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ (code)

Postal Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone number: \_\_\_\_\_ (code)

Fax number: \_\_\_\_\_ (code)

|    | <i>Name</i> | <b>Capacity</b> | <b>Signature</b> |
|----|-------------|-----------------|------------------|
| 1  |             |                 |                  |
| 2  |             |                 |                  |
| 3  |             |                 |                  |
| 4  |             |                 |                  |
| 5  |             |                 |                  |
| 6  |             |                 |                  |
| 7  |             |                 |                  |
| 8  |             |                 |                  |
| 9  |             |                 |                  |
| 10 |             |                 |                  |

**Note:**

1. \* Delete which is not applicable
2. **NB.** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the Consortium/Joint Venture submitting this Bid
3. Should the number of Duly Authorised Representatives of the Legal Entities joining forces in this Bid exceed the space available above, additional names and signatures must be supplied on a separate page
4. Resolutions, duly completed and signed, from the separate Enterprises who participate in this Consortium/Joint Venture must be attached to the Special Resolution.

## SCHEDULE OF PROPOSED SUBCONTRACTORS IF APPLICABLE

We notify you that it is our intention to employ the following Subcontractors for work in this contract. We confirm that all subcontractors who are contracted to provide security services are registered with PSIRA

|          | <b>Name and address of proposed Subcontractor</b> | <b>Nature and extent of work</b> | <b>Previous experience with Subcontractor</b> |
|----------|---------------------------------------------------|----------------------------------|-----------------------------------------------|
| <b>1</b> |                                                   |                                  |                                               |
| <b>2</b> |                                                   |                                  |                                               |
| <b>3</b> |                                                   |                                  |                                               |
| <b>4</b> |                                                   |                                  |                                               |
| <b>5</b> |                                                   |                                  |                                               |

|                               |                                                          |                 |             |
|-------------------------------|----------------------------------------------------------|-----------------|-------------|
| <b>Name of representative</b> | <b>Signature as per resolution of board of directors</b> | <b>Capacity</b> | <b>Date</b> |
|                               |                                                          |                 |             |
| <b>Name of organisation:</b>  |                                                          |                 |             |

CAPACITY OF TENDERER

1. WORK CAPACITY: (The Tenderer is requested to furnish the following particulars, attach additional pages if more space is required. Failure to furnish the particulars may result in the Tender being disregarded.)

| Skilled employees |        | Unskilled employees employed |  |
|-------------------|--------|------------------------------|--|
| Categories staff  | Number | Categories of employees      |  |
|                   |        |                              |  |
|                   |        |                              |  |
|                   |        |                              |  |
|                   |        |                              |  |
|                   |        |                              |  |
|                   |        |                              |  |
|                   |        |                              |  |

1.1. Provide full particulars of: (IF ANY)

| Machinery | Plant | Workshops |
|-----------|-------|-----------|
|           |       |           |
|           |       |           |
|           |       |           |
|           |       |           |
|           |       |           |
|           |       |           |
|           |       |           |

**2. PARTICULARS OF COMMITMENTS WHICH THE TENDERER HAS PREVIOUSLY COMPLETED AND PRESENTLY ENGAGED WITH:**  
**Current Projects (please attach annexure if space is insufficient) (IF APPLICABLE)**

| Project | Place (town) | Reference /<br>Contact person | Contact<br>Tel. No. | Contract<br>amount | Contract<br>period | Date of<br>commence-<br>ment | Scheduled date of<br>completion |
|---------|--------------|-------------------------------|---------------------|--------------------|--------------------|------------------------------|---------------------------------|
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |
|         |              |                               |                     |                    |                    |                              |                                 |

Previous projects (please attach annexure if space is insufficient) (IF APPLICABLE)

| Project | Place (town) | Reference /<br>Contact<br>person | Contact<br>Tel. No. | Contract<br>amount | Contract period | Start Date | End Date |
|---------|--------------|----------------------------------|---------------------|--------------------|-----------------|------------|----------|
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |
|         |              |                                  |                     |                    |                 |            |          |

|                |                                                   |      |
|----------------|---------------------------------------------------|------|
| Name of Bidder | Signature as per resolution of board<br>directors | Date |
|                |                                                   |      |

## **TAX REQUIREMENTS**

**It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligation**

**It is therefore essential to ensure that the person conducting business with the state are tax compliant at the awarding of price quotations or competitive bids as no price quotation or competitive bid may be awarded to persons who are not tax compliant**

**National Treasury Regulation 16A9.1 (d) requires an Accounting Officer and Accounting Officer to reject any bid from a supplier who fails to provide written proof from the South African Revenue Service that, that supplier either has no tax obligations or has made arrangements to meet outstanding tax obligations**

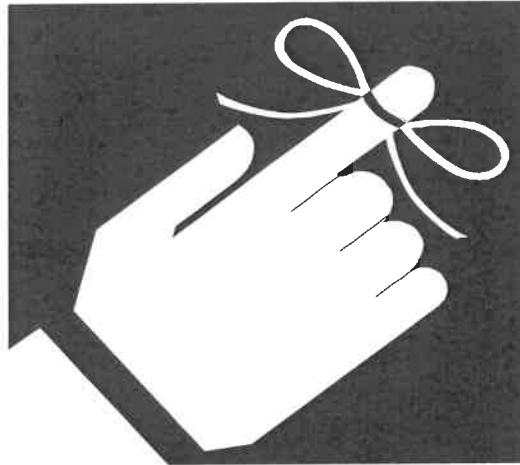
**The Central Supplier database and tax compliance status PIN are approved methods that will be utilized to verify tax compliance as the SARS does not issue Tax Clearance Certificates but has made an online provision available, via eFiling, for bidder to print their own TCC which they can submit with their bids or price quotations**

**Where the recommended bidder is not tax compliant, the bidder will be notified in writing of their non-compliance status and will be granted seven calendar days, the bidder must then provide the procuring entity with proof of its tax compliance status, which will be verified on CSD or eFiling.**

**The Accounting Officer and Accounting Authority will reject a bid submitted by the bidder if such a bidder fails to provide proof of tax compliance status in terms of above.**

**Bidders are required to indicate their eFiling pin number, for the purpose of Tax Clearance Certificate / or Tax Complaint status verification**

## IMPORTANT NOTICE



### PLEASE NOTE THE FOLLOWING: WITH REFERENCE TO THE ATTACHED NCP 4:

1. The notes refer inhere, should be read in conjunction with the NCP 4 Questionnaire document.
2. It should be noted that the NCP4 Questionnaire serve as a tool to determine any conflict of interest that might rise, between the State and the Prospective bidder, or prospective bidder with other bidders bidding for the same project, or bidders with state officials who are part of the evaluation or adjudication process, or bidders with the other company/ business which does not bid for the same bid.
3. Bidders who fails to complete this questionnaire, to their best knowledge and in full, will result the bid being non responsive (Non Complaint). It should be noted that information furnished by bidder in response to NCP4 Questionnaire, its regarded as correct and true information, if it is found and proofing the state that the information provided by the bidder is not correct and not true, the state will regard the information as the intention of the bidder to mislead the state in the process of evaluating and adjudicating the bidder, therefore will render the bid being non responsive or non-complaint.
4. In case where the information furnished by the bidder in response to NCP4 Questionnaires is false, and its only realised after the bid has been awarded to the bidder, the state will take legal actions against the bidder, of which remedial action could be-:
  - a. Payment of penalties determine by court
  - b. Cancellation of the Project awarded
  - c. Listing of the Bidder and its Directors on National Treasury Database of Restricted Bidders.
5. Bidders are advised to mark only the correct or applicable answer to the questions, and the other option/ answer must be left unmarked. This relates to answering Yes Or No Questions.

Paragraph 2 (2.1 - 2.1.1)

Please note that "the state" means:

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
  - (b) any municipality or municipal entity;
  - (c) provincial legislature;
  - (d) national Assembly or the national Council of provinces; or
  - (e) Parliament.
- "Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.
  - The department is at liberty to use the current project as reported in the bid document to confirm responses on this paragraph as well as any other means of information available.
  - Previous Twelve months in this context, is calculated back from the closing date of the bid to the same date, month of the previous year.
  - The bidder should disclose any work done for the state in this period.

Paragraph 2.3

- Please note that "Any interest in any other related companies " in this context, means any business shares, directorship of directors/shareholders of the bidding company in other entity, company, business, that should be disclosed.
- The department is at liberty to use CIPC to confirm any interest in any other related companies.
- Please ensure that the document is fully completed, that is, if a paragraph/question (2.1 to 2.6) is not applicable to you indicate "N/A". Please tick or circle the correct answer when responding to paragraph/questions 2.7 to 2.11, and provide information on allocated spaces ONLY (if applicable).

SHOULD YOU BE INVOLVED IN A JOINT VENTURE, BOTH PARTIES MUST FULLY DECLARE INTEREST. PLEASE ENSURE THAT YOU ARE AWARE OF ALL INTERESTED PERSONS WHO SHOULD DECLARE INTEREST.

**THIS REQUEST IS MADE FOR THE SAKE OF  
TRANSPARANCY AND THE TIMEOUS  
CONCLUSION OF BIDS**

\*\*\*\*\*

## BIDDER'S DISCLOSURE (SBD4)

### 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 interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

| Full Name | Identity Number | Name of State institution |
|-----------|-----------------|---------------------------|
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |
|           |                 |                           |

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

2.2.1 If so, furnish particulars:

.....  
.....

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

2.3.1 If so, furnish particulars:

.....  
.....

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

### 3 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 consortium<sup>2</sup> 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

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

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

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

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

### 1. GENERAL CONDITIONS

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to

mean that preference points for specific goals are not claimed.

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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

|                                                           |           |                                                           |  |
|-----------------------------------------------------------|-----------|-----------------------------------------------------------|--|
| <b>80/20</b>                                              | <b>or</b> | <b>90/10</b>                                              |  |
| <br>                                                      |           |                                                           |  |
| $Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ | or        | $Ps = 90 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$ |  |

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:

$$\begin{array}{ccc} 80/20 & \text{or} & 90/10 \\ Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) & \text{or} & Ps = 90 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right) \end{array}$$

Where

- $P_s$  = Points scored for price of tender under consideration  
 $P_t$  = Price of tender under consideration  
 $P_{max}$  = Price of highest acceptable tender

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

below.

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

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

| The specific goals allocated points in terms of this tender | Number of points allocated<br>(90/10 system)<br>(To be completed by the organ of state) | Number of points allocated<br>(80/20 system)<br>(To be completed by the organ of state) | Number of points claimed<br>(90/10 system)<br>(To be completed by the tenderer) | Number of points claimed<br>(80/20 system)<br>(To be completed by the tenderer) |
|-------------------------------------------------------------|-----------------------------------------------------------------------------------------|-----------------------------------------------------------------------------------------|---------------------------------------------------------------------------------|---------------------------------------------------------------------------------|
| Broad Base Black Economic Empowerment                       | -                                                                                       | 80/20                                                                                   | -                                                                               |                                                                                 |

#### 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:

- The information furnished is true and correct;
- The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- 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;
- If the specific goals have been claimed or obtained on a fraudulent basis or any

of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

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

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

### CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

#### **PART 1 (TO BE FILLED IN BY THE BIDDER)**

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to **Department of Roads and Public Work** in accordance with the requirements and specifications stipulated in bid number DRPW 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 time of 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; Pricing schedule(s); Technical Specification(s);
    - 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 goods and/or works 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 fulfillment 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.....  
SIGNATURE

.....  
SURNAME AND INITIALS

DATE: .....

2.....  
SIGNATURE

.....  
SURNAME AND INITIALS

### 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) Department of Roads and Public Works in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number **DRPW** 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:
  - (iv) Bidding documents, viz
    - Invitation to bid; 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 2017; Declaration of interest;
    - Special Conditions of Contract;
  - (v) General Conditions of Contract; and
  - (vi) 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 fulfillment 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 .....  
SIGNATURE

.....  
NAME AND INITIALS

DATE:.....

2 .....  
SIGNATURE

.....  
SURNAME AND INITIALS

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## **TERMS OF REFERENCE**

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# **THE NATIONAL TREASURY**

**Republic of South Africa**



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

**July 2010**

## NOTES

The purpose of this document is to:

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

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

- The General Conditions of Contract will form part of all bid documents and may not be amended.
- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

## TABLE OF CLAUSES

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

## **General Conditions of Contract**

### **1. Definitions**

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

origin and which have the potential to harm the local industries in the RSA.

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

training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

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

## **2. Application**

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

## **3. General**

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

## **4. Standards**

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

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

- 5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.
- 5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.
- 5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

## **6. Patent rights**

- 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

arising from use of the goods or any part thereof by the purchaser.

**7. Performance security**

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
  - (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
  - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

**8. Inspections, tests and analyses**

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

- 8.7 Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

## **9. Packing**

- 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

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

## **11. Insurance**

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

## **12. Transportation**

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

## **13. Incidental services**

- 13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
  - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
  - (c) furnishing of a detailed operations and maintenance manual

- for each appropriate unit of the supplied goods;
- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

#### **14. Spare parts**

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

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

#### **15. Warranty**

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s)

or

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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>29. Governing language</b>                                | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                           |
| <b>30. Applicable law</b>                                    | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| <b>31. Notices</b>                                           | <p>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</p> <p>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.</p>                                                                                                                                                                                                                       |
| <b>32. Taxes and duties</b>                                  | <p>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.</p> <p>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.</p> <p>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.</p>                                                                                                    |
| <b>33. National Industrial Participation Programme (NIP)</b> | 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.                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| <b>34 Prohibition of Restrictive practices</b>               | <p>In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).</p> <p>34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.</p> |

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Js General Conditions of Contract (revised July 2010)



## **TERM OF REFERENCE AND BUILDING SPECIFICATION REQUIREMENTS**

### **FOR**

### **LEASE OF OFFICE ACCOMMODATION ON BEHALF OF THE DEPARTMENT OF SOCIAL DEVELOPMENT AT JOHN TAOLEGAETSEWE – KATHU**

#### **BACKGROUND**

The Department of Roads and Public Works needs to acquire office space for the Department of Social Development.

#### **PROSPECTIVE BIDDERS**

1. Bidders are advised to take note of the following important instruction and conditions of the bid.

- The bid is compiled in three categories, Namely

1. Namely, Standard bidding documents,
2. List of Returnable
3. Terms of Reference.

2. Bidders are advised to read carefully each instruction and per categories, as it's important to adhere to.

#### **CATEGORIES**

##### **a. STANDARD BIDDING DOCUMENTS**

*Standard bidding documents is comprised of all pages in the bid documents that are numbered, at top left corner with word NCP... (07/12/2011)*

- The standard bid documents should be submitted/ returned bundled.
- It should be completed with the black ink
- No Copy, Retyped, Faxed and E-mailed standard bid document will be accepted

- NCP 1,NCP 4,NCP6.1 and resolution of board of Directors should be completed to the Bidders best ability, of which if not so, will Invalidate the bid.

**b. LIST OF RETURNABLE DOCUMENTS**

*All documents listed below, that need to be returned with the standard bid documents, of which it's divided into three sections, namely:*

1. Returnable documents for Evaluation Purpose,
2. Other Required Documents and
3. Documents to be incorporated in the contract

**RETURNABLE DOCUMENTS FOR EVALUATION PURPOSE**

- Tax matters will be validated on CSD. Pin number and CSD registration to be attached.
- Original Valid SARS Tax Clearance Certificate, as stipulated in NCP 2 (7/12/11) of Standard bidding document.
- Fully completed NCP1 (7/12/11) of standard bidding document
- NCP 4 (7/12/11) and Board of Directors should be completed fully as it is presented as declaration of sworn statement by the bidder, and therefore misrepresenting information to influence the award of the bid, can result in bid being non responsive and if the bid has been already awarded, remedies' will apply as state in respective forms
- Proof of Ownership, Proxy or a signed offer to purchase between the bidder and the owner (not estate agents)
- Pricing Breakdown schedule as requested in terms of reference
- Valid agreement for the duration of the lease contract, between the owner and proxy, stating at least but not limited to clause on payments, renovation, accounts and any litigation process.
- A valid electrical certificate and compliance implementation plan
- A valid zoning certificate of the building

## **OTHER DOCUMENTS**

These documents are required for submission with the bid documents, but would not invalidate a bid if not submitted.

- a. **B-BBEE Status of Contribution Certificate as stipulated on NCP 6.1 (7/12/11) of standard bidding document**

## **DOCUMENTS TO BE INCORPORATED IN THE CONTRACT**

These are documents that need to be incorporated in the contract, and will not form part of evaluation process

- a. **Pricing schedule**
- b. **General Condition of Contract**
- c. **Special condition of Contract**
- d. **Service level agreement**

## **EVALUATION CRITERIA**

1. **Pricing schedule**
2. **Bid will be evaluated and adjudicated on 80/20 Preferential Procurement Policy Regulation Of 2011.**
  - a. **80 = Price**
  - b. **20 = B –BBEE Status level of Contribution**
3. **List of Returnable for evaluation purpose**
4. **Attendance to compulsory bid briefing session**
5. **Building inspection prior to evaluation of bids**
6. **Compliance with requirements of Terms of reference**
7. **Technical report as a results of building inspection by Property Manager and Client Represented**
8. **Preference on evaluation of buildings will be based on the following:**
  - a. **1<sup>st</sup> preference – ready to occupy building**
  - b. **2<sup>nd</sup> preference – available building with renovations still to be done**

c. 3<sup>rd</sup> preference – new construction

9. New construction and renovations – Building to be constructed or renovated must be ready for occupation within 6 months or alternative arrangements to be made by the bidder if the building is not ready within 6 months.

**REQUEST**

**MINIMUM REQUIREMENTS**

**NB: The bidder should comply with the minimum requirements and finishes to the building, failure to comply will invalidate the bid.**

- Office needs to be located in Kathu.
- Extent of the office block needed is:

**KATHU OFFICE**

| Rank                                 | Office space requirements                 | M <sup>2</sup>         |
|--------------------------------------|-------------------------------------------|------------------------|
| Probation Officer                    | 1 x Single Office @ 16m <sup>2</sup> each | 16                     |
| Social Workers Community Development | 6 x Single Office @ 12m <sup>2</sup> each | 72                     |
| <b>Total</b>                         | <b>7</b>                                  | <b>88m<sup>2</sup></b> |

**SPECIFICATION FOR ADDITIONAL REQUIREMENTS AND FINISHES TO WHICH THE BUILDING MUST COMPLY:**

**NB: The additional required items are subjected to negotiation prior the awards, preferred bidder will be required to submit detailed implementation plan with regard to additional items**

**Additional requirements (Non Negotiable)**

- Reception Area 12m<sup>2</sup>
- Waiting Area 12m<sup>2</sup>
- Consultation Room 12m<sup>2</sup>
- Server room 8m<sup>2</sup>
- 2x Storage space, 1 with steel shelving 32m<sup>2</sup>
- Cleaners Rest Room 12m<sup>2</sup>

- Switchboard 12m<sup>2</sup>
- Board room 30m<sup>2</sup>
- Kitchenette 8m<sup>2</sup> (with hot & cold water)
- 1 (One ) Secure lockable parking within the precinct of the building
- 2 (Two) Undercover parking within the precinct of the building
- Staff toilets 2 male with Urinals & 2 female (with hot and cold water)
- Visitor toilets 1 male with Urinals & 1 female (with hot and cold water)
- Disabled toilet 1

#### **COMPLIANCE REQUIREMENTS**

**NB:The compliance required items are subjected to negotiation prior the awards, preferred bidder will be required to submit detailed implementation plan with regard to compliance items**

- Tiles for flooring
- Security doors to be fitted on all external doors as well as store room
- Burglar bars to be fitted on all windows
- Doors must be of solid hardwood and fitted with at least four lever cylindrical locks
- The waiting area must be demarcated in such a way that visitors do not enter offices without being escorted.
- Air-conditioning in all offices and server room
- Blinds on all windows
- Double power skirting to all offices
- Office building must be accessible for persons with disabilities
- Electronic access control at the main entrance and the back entrance

**Office should comply with all Occupational Health & Safety regulations, inter alia:**

- Emergency escapes
- Fire fighting equipment

- Signage
- Copy of a valid electricity certificate.

The tenderer should specify the following in the bid document:

- Total m<sup>2</sup> for the tendered property
- Cost per m<sup>2</sup>
- Cost per parking bay
- Cost per Month (including VAT)
- Escalation rate per annum

Cost and duration of lease agreement to be negotiated after the awarding of the tender

The successful bidder will enter into a lease agreement with the Department of Roads & Public Works

It is recommended that the building must be available 6 months after awarding of the bid (signing of contract)

Negotiations will be held on the functionality of the building

Total size space requested is 226m<sup>2</sup>, of which extra space available of a maximum of 30% will be allowed for unassignable space

Below please state the address of the building bidding with.

Street address .....

Suburb .....

Town .....

Area code .....

NB: Bidders are allowed to submit tender for one building, if the bidder has more than 1 (one) building they need to submit tender documents for all buildings available.