**BID DOCUMENT**

**APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT**

**BID NUMBER: HS- BO4-2022/23**

**CLOSING DATE: 28 OCTOBER 2022**

**TIME: 11:00**

**VALIDITY PERIOD:**  90 DAYS

**NB:** All documents must be completed with original black ink.

**All bidders must indicate their CSD Registration number ……………………………….**

**APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT**

|  |  |
| --- | --- |
| Tender Advert date: | 14 OCTOBER 2022 |
| Tender Number | HS – BO4 - 2022/23 |
| Title of Tender | **APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT** |
| Employer | free state DEPARTMENT OF HUMAN SETTLEMENTS (FSHS) |
| Postal Address | P.O BOX 247 |
| Town/City | BLOEMFONTEIN |
| Code | 9300 |
| Physical Address1 | OR TAMBO BUILDING |
| Physical Address2 | 7TH FLOOR |
| Physical Address3 | CNR ST ANDREW AND MARKGRAAFF STREETS |
| Physical Address4 | 9301 |
| E-mail: | [bids@fshs.gov.za](mailto:bids@fshs.gov.za) |
| Briefing Date | n/A |
| Tender Documents available @ | [www.etenders.gov.za](http://www.etenders.gov.za) at no cost |
| Closure Date | 28 OCTOBER 2022 |
| Closure Time | 11H00 |
| Tender Box Location | FREE STATE HUMAN SETTLEMENTS, GROUND FLOOR, OR TAMBO BUILDING |
| SCM Enquiries Contact Person | MPHO MASUKELA: [bids@fshs.gov.za](mailto:bids@fshs.gov.za) |
| ENQUIRIES: Engineering services CONTACT PERSON | TEBOGO MALEBANE: technical.bids@fshs.gov.za |
| Evaluation criteria | Bidders will be evaluated on Pre-qualification requirements, Mandatory requirements and **TECHNICAL FUNCTIONALITY** Either 8020 and /or 90/10 procurement policy framework Act 5, 2000: Preferential Procurement Regulation, 2017 will be used. Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database. |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **CHECKLIST** | | | |  |
|  | **SECTIONS COMPLETED** | **YES** | **NO** |  |
| **SECTION A** | **INVITATION TO BID (SBD 1)**  Completed and signed |  |  |
| **PRICING SCHEDULE (SBD 3.1)**  Not applicable for now |  |  |
| **BIDDER’S DISCLOSURE (SBD4)**  Completed and signed |  |  |
| **PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2017 (SBD 6.1)**  Note 90/10 preference points system is applied i.e. 90 points for price and 10 points for preference. Indicate BBBEE status level of contribution as well as stipulate the points claimed. Valid Original or certified copy of BBBEE certificate or original affidavit must be attached. Read in detail and provide info as stipulated. % SUB-CONTRACTED. Complete, sign and 2 witnesses |  |  |
| **SECTION B** | **TERMS OF REFERENCE (TOR)**  Please read and adhere to all instructions and accept terms of reference by signing the document |  |  |
| **SECTION C** | GENERAL CONDITIONS OF CONTRACT (**GCC**) |  |  |
| **SECTION D** | **Annexure A** (Consortium/Joint Venture/Sub-Contractor Concern |  |  |  |
| **NOTE SECTION**: Attach comprehensive profile, which incorporates all aspects of the evaluation criteria. Specify your execution capacity and experience in detail. Provide traceable references. Proof of registration with professional bodies, e.g. NHBRC, CIDB. Only original signatures are considered. | | | |  |

Section a:

SBD 1

INVITATION OF BID

**SBD1**

**PART A**

**INVITATION TO BID**

|  |  |  |  |  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- | --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (Free State Department of Human Settlements )** | | | | | | | | | | | |
| BID NUMBER: | HS- **BO4**-2022/2023 | | | **CLOSING DATE:** | | **28 OCTOBER 2022** | | **CLOSING TIME:** | | | **11 am** |
| DESCRIPTION | **APPOINTMENT OF A PANEL OF CONTRACTORS (6GB/5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATEN OF APPOINTMENT.** | | | | | | | | | | |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** | | | | | | | | | | | |
| OR TAMBO BUILDING  GROUND FLOOR  CNR ST ANDREW AND MARKGRAAFF STREETS  9301 | | | | | | | | | | | |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | | | | | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** | | | | | | |
| CONTACT PERSON | | | **Mpho Masukela** | | CONTACT PERSONS | | | | | **Tebogo Malebane** | |
|  | |
| TELEPHONE NUMBER | | | **051 405 4271** | | TELEPHONE NUMBER | | | | |  | |
| FACSIMILE NUMBER | | |  | | FACSIMILE NUMBER | | | | |  | |
| E-MAIL ADDRESS | | | [**bids@fshs.gov.za**](mailto:bids@fshs.gov.za) | | E-MAIL ADDRESS | | | | | [**technical.bids@fshs.gov.za**](mailto:technical.bids@fshs.gov.za) | |
| **SUPPLIER INFORMATION** | | | | | | | | | | | |
| NAME OF BIDDER | |  | | | | | | | | | |
| POSTAL ADDRESS | |  | | | | | | | | | |
| STREET ADDRESS | |  | | | | | | | | | |
| TELEPHONE NUMBER | | CODE | |  | | NUMBER | | |  | | |
| CELLPHONE NUMBER | |  | | | | | | | | | |
| FACSIMILE NUMBER | | CODE | |  | | NUMBER | | |  | | |
| E-MAIL ADDRESS | |  | | | | | | | | | |
| VAT REGISTRATION NUMBER | |  | | | | | | | | | |
| SUPPLIER COMPLIANCE STATUS | | TAX COMPLIANCE SYSTEM PIN: | |  | **OR** | | CENTRAL SUPPLIER DATABASE No: | MAAA | | | |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | | TICK APPLICABLE BOX]  Yes  No | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | | | | [TICK APPLICABLE BOX]  Yes  No | | |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** | | | | | | | | | | | |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | | Yes No  [IF YES ENCLOSE PROOF] | | | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | | | | Yes No  [IF YES, ANSWER THE QUESTIONNAIRE BELOW ] | | |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** | | | | | | | | | | | |

**SBD 1**

**PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:** |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.   2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED–(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**   3. 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 SPECIAL CONDITIONS OF CONTRACT.   4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).** |
| 1. **TAX COMPLIANCE REQUIREMENTS** |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER’S PROFILE AND TAX STATUS. 3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://www.sars.gov.za). 4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 7. NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE.” |

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

SIGNATURE OF BIDDER: ……………………………………………

CAPACITY UNDER WHICH THIS BID IS SIGNED: …………………………………………

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

DATE: …………………………………………

SBD 3.2 PRICING SCHEDULE

not APPLICABLE NOW

## SBD 3.2

## PRICING SCHEDULE – NON-FIRM PRICES (PURCHASES)

NOTE: PRICE ADJUSTMENTS WILL BE ALLOWED AT THE PERIODS AND TIMES SPECIFIED IN THE BIDDING DOCUMENTS.

**IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE MUST BE SUBMITTED FOR EACH DELIVERY POINT**

|  |
| --- |
| Name of Bidder…………………………………………………………  Bid number…………………………………  Closing Time 11:00 …………………………………………………….  Closing date……………………………….. |

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

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENC

NO. \*(ALL APPLICABLE TAXES INCLUDED)

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**APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT**

* Required by: Department of Human Settlements

- At: **Free State Province**

* Does the offer comply with the specification(s)? \*YES/NO
* If not to specification, indicate deviation(s) ……………………….

* Period required for delivery ……………………….
* Delivery: \*Firm/not firm

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

\*Delete if not applicable

SBD 4

BIDDERS DISCLOSURE

SBD 4

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

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

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

1. **Bidder’s declaration**

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[[1]](#footnote-1) 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** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

2.2 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**

### If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

# 3.DECLARATION

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

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

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

* 1. 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.

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

**SBD 6.1**

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

NOT APPLICABLE NOW

**SBD 6.1**

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

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

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

1. **GENERAL CONDITIONS**
   1. The following preference point systems are applicable to all bids:

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

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

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

* 1. Points for this bid shall be awarded for:

1. Price; and
2. B-BBEE Status Level of Contributor.
   1. The maximum points for this bid are allocated as follows:

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

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

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“price”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
16. **POINTS AWARDED FOR PRICE**
    1. **THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmin = Price of lowest acceptable bid

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**
  2. **POINTS AWARDED FOR PRICE**

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

**80/20 or 90/10**

or

Where

Ps = Points scored for price of bid under consideration

Pt = Price of bid under consideration

Pmax = Price of highest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
   1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

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

**6. BID DECLARATION**

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

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

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

(Points claimed in respect of paragraph 6.2 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
   1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:

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

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

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

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

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
   1. Name of Company/firm:…………………………………………………………………………….
   2. VAT registration number:……………………………………….…………………………………
   3. Company registration number:…………….……………………….…………………………….
   4. TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* 1. COMPANY CLASSIFICATION

Manufacturer

Supplier

Professional service provider

Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:……………………………
  2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
   1. disqualify the person from the bidding process;
   2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
   3. 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;
   4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
   5. forward the matter for criminal prosecution.

WITNESSES

1. ……………………………………..
2. …………………………………….

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

…………………………………..

…………………………………..

Section B:

TERMS OF REFERENCE

**APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT**

**1. INTRODUCTION AND BACKGROUND**

The Department of Human Settlements requires the services of Contractors who are registered with Construction Industry Development Board (CIDB) to undertake general building projects in the Free State Province.

The purpose of this bid is to create sustainable human settlements developments through quality and durable infrastructure which meet the standards of the Construction Industry Development Board (CIDB) – a Schedule 3A public entity – established by Act of Parliament (Act 38 of 2000) to promote a regulatory and developmental framework that builds:

* Construction industry delivery capability for South Africa’s social and economic growth.
* A proudly South African construction industry that delivers to globally competitive standards.

The CIDB’s focus is on:

* Sustainable growth, capacity development and empowerment
* Improved industry performance and best practice
* A transformed industry, underpinned by consistent and ethical procurement practices
* Enhanced value to clients and society

The Employer desires that the construction of general building projects be of a high standard and completed within the shortest practical time.

**2. OBJECTIVE OF THE PANEL**

The objectives of this panel, is to enable the department to address the municipal housing needs and to upgrade the informal settlements in the identified municipalities and to ensure security of tenure to the households living in these settlements in a shortest possible time.

To achieve the above, the services of suitably qualified service providers is sought to provide construction of general building projects.

**3. SCOPE OF WORK**

The scope of services to be rendered by the contractors on “as and when required” basis. The appointed service providers are expected to undertake the following services which include (but are not limited to) the following:

* Construction of general building projects.

**4. EVALUATION CRITERIA**

**Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database**

**TECHNICAL FUNCTIONALITY**

The skills, expertise and experience required are as follows:

|  |  |  |
| --- | --- | --- |
| **No.** | **Activity** | **Maximum points** |
| 1. | **Experience**  Demonstrate experience in the general building projects. Bidders have to furnish copies of completion certificates for all successfully completed projects. Failure to submit completion certificates will lead to no award of points. | **50** |
| **Number of projects and the Value of the largest project in general building projects completed between 1 April 2017 to date** (Attach completion certificates)  5 or more Projects above R10 m each (50 points)  3-4 projects above R10 m each (30 points)  1-2 projects R10 m each (10 points)  0 projects R10 m each (0 Points) |
| 2. | **Key Staff**  **Full CVs of the nominated members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.**   |  |  |  |  |  |  |  |  |  | | --- | --- | --- | --- | --- | --- | --- | --- | --- | |  | **QUALITY CRITERIA: APPLICATION EXPERIENCE** | | | | | | | | | **POSITION** | **NQF LEVEL** | **YEARS OF EXPERIENCE** | | | | | | | 1 | **Project Manager** National Diploma or higher in Civil Engineering/ Architect/ Construction Management/ Quantity surveying. Minimum of 7 years’ experience construction of general building projects | 7 | 5 - 9 | | 10 - 14 | | >15 | | | Points | 5 | Points | 7.5 | Points | 15 | | 2 | **PLUMBER** • Trade test Certificate issued by the Department of  Higher Education and Training or the Department  of labour. Minimum of 5 years’ experience in general building projects | 5 | 5 - 9 | | 10 - 14 | | >15 | | | Points | 5 | Points | 7.5 | Points | 15 | | 3 | **ELECTRICIAN:** Trade test Certificate issued by Higher Education  and Training or Department of labour. Minimum of 5 years’ experience in general building projects | 4 | 5 - 9 | | 10- 14 | | >15 | | | Points | 5 | Points | 7.5 | Points | 10 | | 4 | **Occupational Health and Safety** Accredited Certificate or Higher. Minimum of 5 years’ experience in built environment projects. | 4 | 5 - 9 | | 10 - 14 | | >15 | | | Points | 5 | Points | 7.5 | Points | 10 | | **50** |

**5. VERIFICATION OF DOCUMENTS**

Respondents should check the numbers of the pages to satisfy themselves that none are missing or duplicated. No liability will be accepted by the department in regard to anything arising from the fact that pages are missing or duplicated.

**6. EVALUATION CRITERIA**

The bids will be evaluated on technical / functionality compliance by allocating points in respect of functionality according to the criteria set out below.

**Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database**

**6. 1. EVALUATION PROCESS**

**The evaluation process comprises the following phases:**

**6.2 PHASE I: PREQUALIFICATION CRITERIA**

The Pre-Qualification criteria set is according to Regulation 4(1)(a) and 4(1)(c)vi of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017 :

\*A tender that fails to meet the pre-qualifying criteria stipulated below is an unacceptable tender.

1. B-BBEE Level 1 to 2 Verification Certificate obtained from a verification agency registered with SANAS must be submitted with this bid.

**6.3 REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)**

The Bidders must be registered as a service provider on the Central Supplier Database (CSD).

**7. TAX COMPLIANCE STATUS**

Bidder(s) must be compliant when submitting a bid to the Free State Provincial Government and remain compliant for the entire contract terms with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No.58 of 1962) and Value Added Tax Act 1991 (Act No.89 of 1991).

It is a condition of this bid that the tax matters of the successful bidder be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder’s tax obligations at the point of awarding.

The Tax Compliance status requirements are also applicable to foreign bidders/individuals who wish to submit bids.

**Consortia/Joint Ventures/Sub-contractors**

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

In bids where consortia/joint ventures / sub-contractors are involved, each party must submit a separate TCS certificate/pin/CSD number.

**8. PHASE II: MANDATORY REQUIREMENTS**

During this phase Bidders’ response will be evaluated based on the mandatory and non-mandatory requirements indicated hereunder. This phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

1. A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number).
2. A valid proof of registration on National Treasury‘s Central Supplier report and where a consortia or Joint Venture is involved, each party must submit a separate CSD report.
3. Only bidders with CIDB Grading of 6GB/5GB PE -9GB /9GB PE must submit tenders for this bid.
4. Copy of a company registration certificate.
5. Copy of a valid COIDA registration certificate.
6. Copy of valid company NHBRC certificate.
7. Joint Venture agreement in case of a Joint Venture.
8. The tenderer and its directors are not listed on the Register of Tenderers Defaulters in terms of combating of Corrupt Activities Act of 2004.
9. All SBD Forms and returnable schedules must be completed in full by duly authorized persons.

**9. PHASE III EVALUATION CRITERIA– FUNCTIONALITY**

Bidders must achieve a minimum of 70 points and above of the functionality points in order to be eligible to be on the database. Any proposal not meeting the minimum score of 70 points on the technical functionality at the time of bid closing date will be disqualified.

**Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database**

**10. PHASE IV PRICE/FINANCIAL STAGE AND B-BBEE – (NOT APPLICABLE IN THIS BID)**

Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017 Regulation 3(a)(ii) “if it is unclear which preference point system will be applicable, 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.

**11. EVALUATION CRITERIA**

Functionality will be evaluated on the basis of the responses on the Functionality Questionnaire and supporting documentation supplied by the Bidders as follows:

The bids will be evaluated on technical / functionality compliance by allocating points in respect of functionality according to the criteria set out below.

Bidders are required to complete the preference claim form (SBD 6.1), and submit their original and valid B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or a certified copy thereof or a valid sworn affidavit (DTIC format) signed by the EME/QSE representative and attested by a Commissioner of Oath.

Bidders must ensure that the B-BBEE status level verification certificates submitted, issued by the following agencies:

1. Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
2. Tenderers who qualify as EME/QSEs: Sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oaths.

Verification agencies accredited by SANAS are identifiable by a SANAS logo and a unique BVA number.

**Certificates issued by IRBA and Accounting Officers have been discontinued and will not be considered.**

Only Bidders who have completed and signed the declaration part of the preference claim form and who have submitted a B-BBEE verification certificate issued by a verification agency accredited by the South African Accreditation System (SANAS) or valid sworn affidavit signed by the EME/QSE representative and attested by a Commissioner of oath will be considered for preference points.

Bidders who score 70 Points or more out of 100 points on technical functionality will be placed on the department database.

**12 SUBMISSION OF BID**

Bids should be submitted at **O.R Tambo Building** (in the tender box) situated on ground floor at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11h00 on 28 OCTOBER 2022.**

**O R Tambo House,**

Cnr Markgraaff and St Andrew Streets**,**

Bloemfontein,

9300

If a courier service company is being used for delivery of the proposal document, the bid description must be endorsed on the delivery note/courier packaging to ensure that documents are delivered to the tender box, as mentioned above.

The Department will not be held liable for loss of documents by courier services.

**13. OFFICIALS PROHIBITED FROM SUBMITTING BIDS**

In accordance with Treasury Instruction Note 17 of 2012, an employee of the Free State Provincial Government or a provincial public entity may not have a business interest in any entity conducting business with the Provincial Government.

The Provincial Government may not award any tender or enter into any contract with an employee of the Free State Provincial Government or a provincial public entity contrary to Treasury Instruction Note 17 of 2012.

All bids received contrary to Treasury Instruction Note 17 of 2012 shall be disqualified.

For the definition of “business interest”, “employee” and “entity”, refer to par. 5 of Treasury Instruction Note 17 of 2012.

**14. TERMINATION RIGHTS**

An agreement can be terminated by a participant on grounds of poor service delivery or any other breach by the bidder.

Department of Human Settlements will be in a position to terminate an agreement without honouring the outstanding months where after following the prescribed remedial process stipulated in the agreement and agreement between the bidder and the Department of Human Settlements; it is proven that the bidder failed to remedy the poor provision of service.

**15. AGREEMENTS**

The Service Provider(s) will be expected to sign a framework agreement with the Free State Provincial Treasury on behalf of each participating Department. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

**16. SETTLEMENT OF DISPUTES**

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

Failure to accept the Terms of Reference and the General Conditions of Contract or any part thereof, may result in the bid not being considered. Bidders may not amend any of the Special Conditions or include their own conditions; as such amendments or inclusions will result in disqualification of the bid.

THE BIDDER MUST COMPLETE THE FOLLOWING

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the

Company, hereby certifies that I take note and accept the above-mentioned Special

Conditions of the Contract.

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

SIGNATURE CAPACITY

Contact person of company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

Tel. of company: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ Fax of company: (\_\_\_\_)\_\_\_\_\_\_\_\_\_\_\_\_

Section c:

gcc

# GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT**

|  |
| --- |
| NOTES  The purpose of this document is to:   1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and 2. 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. |

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###### General Conditions of Contract

|  |  |
| --- | --- |
| **1. Definitions** | 1. The following terms shall be interpreted as indicated:  1.1 “Closing time” means the date and hour specified in the bidding documents for the receipt of bids.  1.2 “Contract” means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.  1.3 “Contract price” means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.   * 1. “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. “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.   2. "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 sub bidders) 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 Bid Bulletin. The Government Bid 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. |
| 1. **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 bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.   * 1. 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 analysed 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.   * 1. 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:   1. Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and   (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested. |
| **15. Warranty** | 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser’s specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.  15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.  15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.  15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.  15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier’s risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract. |
| **16. Payment** | 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.  16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.  16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.  16.4 Payment will be made in Rand unless otherwise stipulated in SCC. |
| **17. Prices** | 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser’s request for bid validity extension, as the case may be. |
| **18. Contract amendments** | 18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned. |
| **19. Assignment** | 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser’s prior written consent. |
| **20. Subcontracts** | 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under 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 sub bidder(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. |
|  | * 1. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.   21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| **22. Penalties** | 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| **23. Termination for default** | 23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:  (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;  (b) if the Supplier fails to perform any other obligation(s) under the contract; or  (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.  23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated. |
| **24. Anti-dumping and countervailing duties and rights** | * 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 bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder 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.   * 1. Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.   27.5 Notwithstanding any reference to mediation and/or court proceedings herein,  (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and  (b) the purchaser shall pay the supplier any monies due the supplier. |
| **28. Limitation of liability** | 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| **29. Governing language** | 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| **30. Applicable law** | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| **31. Notices** | * 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   2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice. |
| **32. Taxes and duties** | 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser’s country.  32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.  32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services. |
| **33.** **National Industrial Participation (NIP) Programme** | 33.1The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation. |
| **34. Prohibition of Restrictive practices** | * 1. In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, and 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).   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.   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. |

Section d:

CONSORTIUM/

JOINT VENTURE/

SUB-CONTRACTOR

AGREEMENT

**ANNEXURE A**

**APPOINTMENT OF A PANEL OF CONTRACTORS (6GB /5GB PE – 9GB/8GB PE) FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT**

**IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor’s Names.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

**SIGNED ON BEHALF OF BIDDER**

**Date:** \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

1. [↑](#footnote-ref-1)
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. [↑](#footnote-ref-2)