



**APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO SUBDIVISION AND  
REZONING APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS  
WITHIN THE FREE STATE PROVINCE**

**BID NO: HS – B07/2023-2024**

TENDER SUBMITTED BY:

Name of Company: \_\_\_\_\_

Contact Person: \_\_\_\_\_

CSD Registration No: \_\_\_\_\_

Contact Numbers: Cell \_\_\_\_\_ Tel \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax \_\_\_\_\_

CIDB Registration number: \_\_\_\_\_

**SCM: ENQUIRIES**

Contact person: Italine van der Walt

E-mail: bids@fshs.gov.za

Private Bag X247

Bloemfontein

9300

**CLOSING DATE: 24 August 2023**

**TOTAL VALUE OF PROJECTS BIDDED FOR  
(INCLUDING VAT)**

*(As per SBD 1; Form of Offer and Acceptance and Bill  
of Quantities)*

**R**



## BID DOCUMENT

**APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO SUBDIVISION AND  
REZONING APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS  
WITHIN THE FREE STATE PROVINCE**

**BID NUMBER:**

HS-B07/2023-2024

**CLOSING DATE:**

24 August 2023

**TIME:**

11h00

**VALIDITY PERIOD:** 120 DAYS

**NB:**

- All documents must be completed with original black ink.
- The service providers shall bear the cost associated with the completion and submission of the bid document.
- The Department is not bound to accept any particular bid, and reserves the right to annul the selection process at any time prior to the contract being awarded, without incurring any liability to the bidders.
- **No late / e-mailed submissions will be accepted or considered.**

**All bidders must indicate their CSD Registration number: MAAA\_\_\_\_\_**



**APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO SUBDIVISION AND REZONING APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS WITHIN THE FREE STATE PROVINCE.**

TENDER ADVERT DATE:	20 JULY 2023
TENDER NUMBER	HS-B07/2023-2024
TITLE OF TENDER	APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO SUBDIVISION AND REZONING APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS WITHIN THE FREE STATE PROVINCE.
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	<a href="http://www.humansettlements.fs.gov.za">www.humansettlements.fs.gov.za</a>
POSTAL ADDRESS	P.O BOX 247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 <sup>TH</sup> FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	<a href="mailto:bids@fshs.gov.za">bids@fshs.gov.za</a>
BRIEFING DATE	NOT APPLICABLE
TENDER DOCUMENTS AVAILABLE @	<a href="http://www.etenders.gov.za">www.etenders.gov.za</a> at no cost
CLOSURE DATE	24 AUGUST 2023
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	ITALINE VAN DER WALT <a href="mailto:bids@fshs.gov.za">bids@fshs.gov.za</a>
ENQUIRIES:	MACHELA HLELI <a href="mailto:planning.bids@fshs.gov.za">planning.bids@fshs.gov.za</a>
EVALUATION CRITERIA	<p>Bidders will be evaluated on Technical Functionality.</p> <p>Bidders who score 70 or more points out of 100 points on technical functionality will be placed on the department database.</p>



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	PREScribed STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT		
SECTION B	INVITATION TO BID (SBD 1)  Part A and B  Completed and signed		
	PRICING SCHEDULE (SBD 3.1)  Not applicable for now		
	PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2)  Part A and B  .....		
	PRICING SCHEDULE (PROFESSIONAL SERVICES) (SBD 3.3)  .....		
	BIDDER'S DISCLOSURE (SBD 4)  Completed and signed		
	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)		
	CONTRACT FORM – RENDERING OF SERVICES (SBD 7.2)  Part 1 and 2		
SECTION C	TERMS OF REFERENCE (TOR)  Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION D	GENERAL CONDITIONS OF CONTRACT (GCC)		



# **SECTION A:**

## **PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT**



## ***PRESCRIBED STANDARD INDEX***

<b>Flag no's</b>	<b>Information</b>	<b>Page no.</b>
Front page	Company details: Company name and logo; Director's name; cell number; email address; BBBEE Status; CSD Registration number	
1	Invitation to Bid Part A and B	
2	Bidders Disclosure (SBC 4)	
3	Preference point claim form in terms of Preference Procurement Regulations of 2022 (SBD 6.1)	
4	Contract form – Rendering of Services (SBD 7.2) Part 1 and 2	
5	SARS Tax pin certificate	
6	Company registration documents	
7	Certified copy of a company registration certificate	
8	Joint Venture agreement in case of a Joint Venture	
9	Certified copy of a valid letter of good standing from the Compensations Commissioner or licensed insurer as contemplated in COIDA of 1993	
10	Certified copy of SANAS accredited B-BBEE Status Level Certificate or original sworn affidavit	
11	In case of a trust, consortium or joint venture, a certified copy of consolidated SANAS accredited B-BBEE Status Level Certificate should be submitted	



**SECTION B:**  
**INVITATION OF BID**  
**(SBD 1)**  
**Part A and B**



**PART A**

**SBD1**

**INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	HS-B07/2023-2024	CLOSING DATE:	24 August 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO TOWNSHIP ESTABLISHMENT APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS WITHIN THE FREE STATE PROVINCE				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAF STRETS, BLOEMFONTEIN, 9301					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	Italine van der Walt		CONTACT PERSON	Machela Hleli	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	084 403 9360	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	planning.bids@fshs.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
<b>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.</b>					





## 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. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<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 VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

**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: .....



# **PRICING SCHEDULES**

## **(SBD 3.1)**



Please use the following table for costing of **relevant milestones** to the project, total of which must be reflected on the cover page.

Milestone	Proposed Budget; Kgotsong	Proposed Budget; Namahadi	Proposed Budget; Qalabotjha	Proposed Budget; Ntswanatsatsi	Proposed Budget; Mafahlaneng	Proposed Budget; Petsana	Proposed Budget; Phahameng	Proposed Budget; Ladybrand
Social Compact Agreement								
<b>Sub Total</b>	R	R	R	R	R	R	R	
Traffic Impact study/Report								
Phase 1 Geo-technical report								
Engineering Services report including electrical								
EIA Confirmation								
Flood line report								
Layout plan								
<b>Sub Total</b>	R	R	R	R	R	R	R	
<b>Township Establishment Application</b>								
Detailed Town Planning – memorandum / motivation								
Municipal Planning Tribunal Approval								
Removal of Restrictive Conditions								
<b>Sub Total</b>	R	R	R	R	R	R	R	
<b>Surveying And Pegging</b>								
Land Surveying								
Pegging and compilation of General Plan for submission to the Surveyor General								
Amendment of the General Plan and Zoning Certificate								
<b>Sub Total</b>	R	R	R	R	R	R	R	
<b>Conveyancing for opening of Township Register:</b>								
Opening of Township Register								
10% Contingency								
<b>Sub Total</b>	R	R	R	R	R	R	R	
<b>TOTAL</b>	R	R	R	R	R	R	R	
<b>VAT</b>	R	R	R	R	R	R	R	
<b>BUDGET INCLUSIVE OF VAT</b>	R	R	R	R	R	R	R	



SBD 3.1

**PRICING SCHEDULE – FIRM PRICES  
(PURCHASES)**

**NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED**

**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.....DAYS FROM THE CLOSING DATE OF BID.

NO.	ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)
-----	------	----------	-------------	---

- Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- 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

- Delivery basis .....

Note: All delivery costs must be included in the bid price, for delivery at the prescribed destination.

\*\* "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 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.....DAYS FROM THE CLOSING DATE OF BID.

ITEM NO. QUANTITY DESCRIPTION BID PRICE IN RSA CURRENCY  
\*\*(ALL APPLICABLE TAXES INCLUDED)

- Required by: .....
- At: .....
- Brand and model .....
- Country of origin .....
- 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 3.2

### PRICE ADJUSTMENTS

#### Part A NON-FIRM PRICES SUBJECT TO ESCALATION

- IN CASES OF PERIOD CONTRACTS, NON FIRM PRICES WILL BE ADJUSTED (LOADED) WITH THE ASSESSED CONTRACT PRICE ADJUSTMENTS IMPLICIT IN NON FIRM PRICES WHEN CALCULATING THE COMPARATIVE PRICES
- IN THIS CATEGORY PRICE ESCALATIONS WILL ONLY BE CONSIDERED IN TERMS OF THE FOLLOWING FORMULA:

$$Pa = (1 - V)Pt \left( D1 \frac{R1t}{R1o} + D2 \frac{R2t}{R2o} + D3 \frac{R3t}{R3o} + D4 \frac{R4t}{R4o} \right) + VPt$$

Where:

- Pa = The new escalated price to be calculated.  
 (1-V)Pt = 85% of the original bid price. **Note that Pt must always be the original bid price and not an escalated price.**  
 D1, D2.. = Each factor of the bid price eg. labour, transport, clothing, footwear, etc. The total of the following factors D1, D2...etc. must add up to 100%.  
 R1t, R2t..... = Index figure obtained from new index (depends on the number of factors used).  
 R1o, R2o = Index figure at time of bidding.  
 VPt = 15% of the original bid price. This portion of the bid price remains firm i.e. it is not subject to any price escalations.

- The FOLLOWING index/indices must be used to calculate your bid price:

Index..... Dated..... Index..... Dated..... Index..... Dated.....

Index..... Dated..... Index..... Dated..... Index..... Dated.....

- FURNISH A BREAKDOWN OF YOUR PRICE IN TERMS OF ABOVE-MENTIONED FORMULA. THE TOTAL OF THE FOLLOWING FACTORS MUST ADD UP TO 100%.

FACTOR (D1, D2 etc. eg. Labour, transport etc.)	P PERCENTAGE OF BID PRICE



**SBD 3.2**

**Part B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS**

1. Please furnish full particulars of your financial institution, state the currencies used in the conversion of the prices of the items to South African currency, which portion of the price is subject to rate of exchange variations and the amounts remitted abroad.

PARTICULARS OF FINANCIAL INSTITUTION	ITEM NO	PRICE	CURRENCY	RATE	PORTION OF PRICE SUBJECT TO ROE	AMOUNT IN FOREIGN CURRENCY REMITTED ABROAD
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		
				ZAR=		

2. Adjustments for rate of exchange variations during the contract period will be calculated by using the average monthly exchange rates as issued by your commercial bank for the periods indicated hereunder: (Proof from bank required)

AVERAGE MONTHLY EXCHANGE RATES FOR THE PERIOD:	DATE DOCUMENTATION MUST BE SUBMITTED TO THIS OFFICE	DATE FROM WHICH NEW CALCULATED PRICES WILL BECOME EFFECTIVE	DATE UNTIL WHICH NEW CALCULATED PRICE WILL BE EFFECTIVE



SBD 3.3

**PRICING SCHEDULE  
(Professional Services)**

NAME OF BIDDER: .....	BID NO.: .....
CLOSING TIME 11:00	CLOSING DATE.....

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

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND INVOICES MUST BE RENDERED IN TERMS HEREOF) RATES APPLICABLE (CERTIFIED

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----
-----	R-----	-----

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days
-----	R-----	-----days

- 5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....
-----	.....	.....	R.....

TOTAL: R.....

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





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

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

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

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

**\*[DELETE IF NOT APPLICABLE]**

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

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:



**BIDDER'S DISCLOSURE**

**(SBD 4)**

**COMPLETED AND SIGNED**



## 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 following 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:

.....  
.....

---

<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.



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

2.3.1 If so, furnish particulars:

.....  
.....

### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or 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.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act 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

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<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 PREFERENCE** **PROCUREMENT REGULATIONS OF 2022**

**(SBD 6.1)**



## SBD 6.1

### 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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim specific goals with the tender, will be interpreted to mean that preference specific goals are not claimed. **Please refer to annexure A to this SBD6.1 for the required proof or documentation in relation to specific goals.**



- 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 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the FOLLOWING basis:

**80/20**

$$Ps = 80 \left( 1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

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(N/A):

#### 3.2.1. POINTS AWARDED FOR PRICE

A maximum of 80 points is allocated for price on the FOLLOWING basis:

**80/20**

$$Ps = 80 \left( 1 + \frac{Pt - P_{max}}{P_{max}} \right)$$

Where

Ps = Points scored for price of tender under consideration  
Pt = Price of tender under consideration  
Pmax = Price of highest acceptable tender



#### 4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender.

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender.

- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 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 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or any other invitation for tender, that either the 80/20 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 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 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.)**
- **Tenders must claim a minimum of 4 points in order to be eligible for the panel.**

The specific goals allocated points in terms of this tender	Number of points allocated *(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status— Level 1 or 2 or 3	4	
Women Ownership - ≥ 51%	8	
Youth Ownership - ≥ 51%	8	
<b>Total Points</b>	<b>20</b>	

#### Annexure-A to Table 1 under item 4.2 (SBD 6.1)

The specific goals allocated points for procurement	Number of points allocated (80/20 System)	Proof to claim points for specific goals with the tender
<b>B-BBEE Level 1 or 2 or 3</b>	4	a) Original sworn affidavit; b) Certified copy of SANAS accredited <b>B-BBEE</b> Status Level Certificate; or c) <b>B-BBEE</b> Certificate issue by CIPC through the Department of Trade and Industry (DTI).





The specific goals allocated points for procurement	Number of points allocated (80/20 System)		Proof to claim points for specific goals with the tender
<b>Promotion of Women owned entities</b>	8	51% or more owned by Women	a) A copy of the founding documentation of the company with which the ownership is listed.  b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration.  c) Latest Central Supplier Database (CSD) report with <b>women</b> as owners/shareholders/directors of the company.
<b>Promotion of Youth owned entities</b>	8	51% or more owned by Youth	a) A copy of the founding documentation of the company with which the ownership is listed.  b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration.  c) Latest Central Supplier Database (CSD) report with <b>Youth</b> as owners/shareholders/directors of the company.



## DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

- ☐ Partnership/Joint Venture / Consortium
- ☐ One-person business/sole propriety
- ☐ Close corporation
- ☐ Public Company
- ☐ Personal Liability Company
- ☐ (Pty) Limited
- ☐ Non-Profit Company
- ☐ State Owned Company

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered 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 – RENDERING OF SERVICES**

**(SBD 7.2)**

**PART 1 AND 2**



**SBD7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

2 .....

DATE: .....



## CONTRACT FORM - RENDERING OF SERVICES

### PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

<b>DESCRIPTION OF SERVICE</b>	<b>PRICE (ALL APPLICABLE TAXES INCLUDED)</b>	<b>COMPLETION DATE</b>	<b>TOTAL PREFERENCE POINTS CLAIMED</b>	<b>POINTS CLAIMED FOR EACH SPECIFIC GOAL</b>

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

WITNESSES

1 .....

2 .....

DATE: .....



## **SECTION C:**

# **TERMS OF REFERENCE**

**APPOINTMENT OF PROFESSIONAL TOWN PLANNERS TO DO SUBDIVISION AND REZONING APPLICATIONS FOR THE FORMALISATION OF THE VARIOUS AREAS WITHIN THE FREE STATE PROVINCE.**

## 1. INTRODUCTION AND BACKGROUND

As the official implementing agent of sustainable human settlements in the Free State Province, through government-wide human settlements programme, the Free State Department of Human Settlements (FSHS) is funding several projects in following municipalities through the Human Settlements Development Grant (HSDG) and Informal Settlements Upgrading Partnership Grant. The department promotes sustainable communities amongst others and ensures the availability of well-located land for the development of human settlements. It further assists by upgrading informal settlements either through in-situ upgrading or relocation, to a new development establishment of new mixed development areas and built-up top structures for qualifying beneficiaries or end users.

The Department is committed to its cause to address the problems that are related to tenure rights and the provision of adequate services for the people of the Free State, especially those living in the informal settlement areas as well as the other income groups.

As part of the Upgrading Informal Settlements Programme (UISP) and creating an enabling environment for municipalities to address human settlements challenges, the FSHS has in collaboration with municipalities, identified settlements that need urgent attention and these were drawn from the existing Provincial Informal Settlements Upgrading Register (PISUR) which is reviewed and updated on an ongoing basis.

The Department has also further identified areas in a few municipalities that need to be developed as part of forward planning to cater for the growing need for serviced sites coupled with the need to circumvent the evolvment of informal settlements. The identified projects for the 2023/24 Financial Year are as outlined below.

## 2. PROPERTIES DESCRIPTION

### a) Erf 6819 Kgotsong Informal Settlement in Nala: Rezoning and Subdivision

This is an informal settlement on a site zoned for business and the municipality intends to accommodate the existing households by formalising the area into residential erven thereof. There are currently 71 households on site and all can be accommodated on the earmarked land.

**Erf number:** 6819 Kgotsong

**Land ownership:** Nala Local Municipality

**Size:** 4.316 Hectares (ha)

**Zoning:** Business Site

**Title deeds registration number:** T19113/1998

**Coordinates:** Longitude 24.39'48.1E, Latitude -29.06'15.2S





**Map 1: Erf 6819 Kgotsong Informal Settlement**

**b) Erf 10157 Kgotsong Informal Settlement in Nala: Rezoning and Subdivision**

This is vacant land on a site zoned for a publicity facility and the municipality plans to relocate the existing households from Erf 10257 to this availed land and formalise the area into residential erven thereof. There are currently 61 households planned for and all can be accommodated on the earmarked land.

**Erf number:** 10157 Kgotsong

**Land ownership:** Nala Local Municipality

**Size:** 3.019ha

**Zoning:** Public Facility

**Title deeds registration number:** T15085/1998

**Coordinates:** Longitude 26.64272E, Latitude -27.36971S



**Map 2: Erf 10157 Kgotsong Informal Settlement**

### c) Properties in Mafube

There are sites within following townships in Mafube Local Municipality that have been invaded. These form part of formalised areas and mainly constitute of open spaces and sites earmarked for institutional and business use. The Mafube Council have resolved to subdivide and rezone these sites to accommodate the existing beneficiaries. The sites are described more on a table below.

Town	Erf Number	Size	Current Zoning
Namahadi	4887	29, 3907ha	Open space
	4873,	5, 4359ha	Open space
	6119	5, 0481ha	Educational
	5126	4, 0559ha	Park
	6082	2, 8959ha	Educational
	6083	4, 7239ha	Park
	5836	2, 9245ha	Educational
	6040	3054 m <sup>2</sup>	Community facility
	5238	346 m <sup>2</sup>	Undetermined
	6183	354 m <sup>2</sup>	Business
	5486	4053 m <sup>2</sup>	Community facility
	6809	3184 m <sup>2</sup>	Community facility
	3050	2370 m <sup>2</sup>	Park
	4221	1071 m <sup>2</sup>	Undetermined
Qalabotjha	6203	1, 3232ha	Park
	859	2, 7724ha	Undetermined
	2553	2, 8732ha	Undetermined
	3255	3, 7913ha	Undetermined
Ntswanatsatsi	839/1402	6, 9145ha	Educational
Mafahlaneng	14/1032	1.97453ha	Undetermined





**d) Park 5229 Phahameng in Tswelopele: Closure, Subdivision and Rezoning**

**Erf number:** 5229 Phahameng

**Land ownership:** Tselopele Local Municipality

**Size:** 0.586 ha

**Title deeds registration:** T21515/2004

**Coordinates:** Longitude : 26.130329 Latitude : -28.301485

**Erf 5229 Public Park, Phahameng, Bulfontein**



This is an informal settlement on a formerly developed site zoned as a park and municipality wishes to accommodate the existing household by closing the park, subdividing it into residential erven and rezoning it thereof. There are currently 19 households and all can be accommodated here.

**e) Graveyard Settlements Petsana in Nketoana: Subdivision and Rezoning**

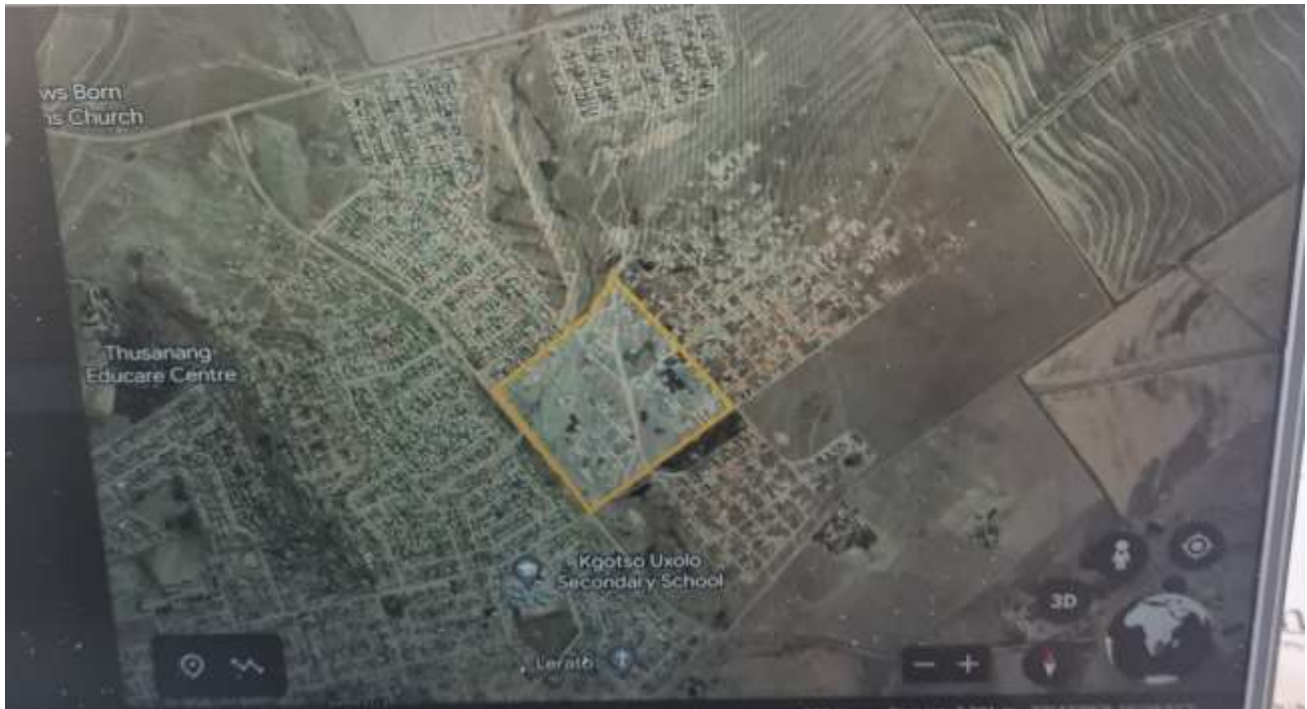
**Erf number and park/farm name:** Remainder of Portion 68 of Dorpsgronden van Reitz 584

**Land ownership:** Nketoana Local Municipality

**Size:** 42.929 Ha

**Title deeds registration:** T12469/2000

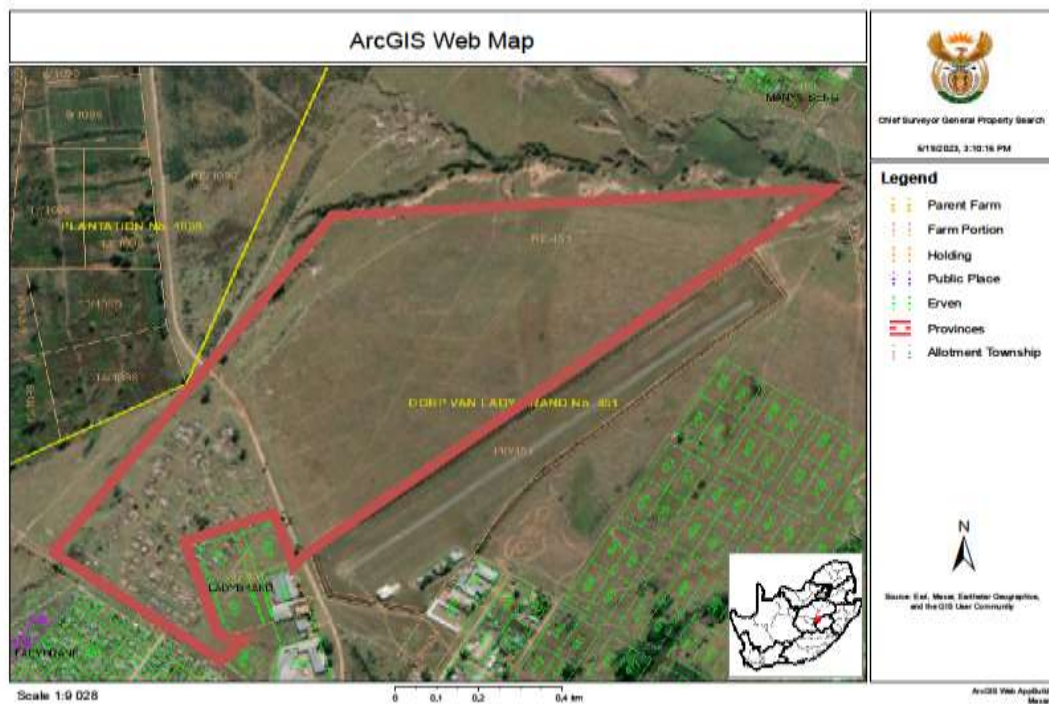
**Coordinates:** Longitude: 28.455526 Latitude: -27.799654



The informal settlement is situated on a site previously earmarked for the graveyard and has been categorized as an in-situ. The Municipality has agreed to subdivide and rezone the park into residential sites to accommodate the 21 households that already reside there. An alternative site for a graveyard will be identified by municipality. The expected yield can be approximately in excess of 25 erven

**f) Ext 15 Ladybrand (Airstrip Informal Settlement), Ladybrand, Mantsopa Local Municipality**

The Airstrip settlement is situated on an open space in a formally approved township in Ladybrand Manyatseng. This settlement houses about 80 households and is going to be upgraded in-situ hence the procurement of a service provider to assist with the subdivision and rezoning of the settlement. The expected yield must in line with the municipality's norms and standards as well as the determination of what is possible by the feasibility studies to be conducted



### 3. OBJECTIVES OF THE PROJECTS

The objectives of the projects are 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 the case of the informal settlements, several studies such as Rapid Assessments, Enumerations and Resettlement Plans, conducted by the Housing Development Agency (HDA) in some of the informal settlements being addressed, through the Upgrading of Informal Settlements Programme (UISP) indicate that there are realistic prospects that such developments will be successful, either as in-situ upgrading and/or relocation.

To achieve the above, the services of suitably qualified town planning professional service providers are sought to conduct Land Use Rights Applications on the above-mentioned properties and formalise the two informal settlements.

### 4. SCOPE OF WORK

The work that the service provider is expected to do on the informal settlement's entails:

- To undertake Rezoning and Subdivision Application processes for land use and security of land tenure rights required in order to establish a sustainable human settlement development.
- To undertake all relevant professional studies as part of the town planning application bundle.
- Create erven which suit the purpose for which they are intended, in this case residential erven.
- Attain the highest residential densities in line with the concerned municipalities' bylaws in order to accommodate the existing households.
- Obtain approved town planning application from the relevant authorities, Municipal Planning Tribunal (MPT) Approval and General Plans (GPs) approval from the Surveyor General (SG).
- Facilitate the development of sustainable human settlements and expedite the process of obtaining a town planning approval.
- Attend all monthly project meetings which may also be ad-hoc for departmental reporting purposes.





## 5. DELIVERABLES AND OUTPUTS

The professional service providers will submit and make oral presentation on the following outputs and ensure that the deliverables are achieved as outlined in an implementation plan to be agreed upon with the client;

- Provide the Free State Department of Human Settlements (FSHS) with a detailed project plan and progress report on every project milestone completed.
- Provide the FSHS with town planning approval in terms of the relevant legislation accompanied by approved Layout/Subdivisional Plan and Conditions of Approval.
- Provide proof of removal of any restrictive conditions of title deeds where applicable.
- Provide the department with approved/amended General Plans (GPs) and/or Surveyor General (SG) Diagrams.
- Provide the department with soft (electronic) copies of the above drawings and reports in a PDF, Word and Shape files/DWG Further, the professional service provider will submit the work as outlined on the scope of work and in a format that is possible to calibrate and manipulate with other GIS related tools and CAD software (DWG/DXF). Hard copies of all reports are also required.

## 6. OTHER RELATED ANNEXURES

All other related information attained from the any other relevant / responsible authorities should form part of annexures of the comprehensive report to be submitted to the Free State Department of Human Settlements (FSHS).

## 7. DURATION

The expected project duration is 12 (twelve) months (depending on factors such as approvals, dealing with FOLLOWING objections as well as consistency of Municipal Planning Tribunals, or any other unforeseen circumstances), from the date of receipt of an appointment letter. The appointed service provider is expected to submit a project implementation plan within two weeks after appointment / signature of contract.

## 8. COMPLETION DATE AND REVISION

- 8.1 The appointed service providers will be entitled to a revision of the intended completion date if delays are caused to the scope of work as indicated in 3 above by:
- a) Exceptionally inclement weather;
  - b) Acts of God, civil commotion, riot, local combination of workmen, strike or lockout, political interference;
  - c) A variation to the scope of work as indicated in section 3 above and any other alterations or variation to the design of the scope of work in terms of this agreement;
- 8.2 Should any of the circumstances listed in 8.1 above occur, which could in the opinion of the appointed service providers cause a delay to the scope of work, then the appointed service provider will:
- a) Provide the Free State Department of Human Settlements (FSHS) written notice of such circumstance within 5 (five) business days of such circumstance arising;
  - b) Take any reasonable practical steps to avoid or reduce the delay.
- 8.3 Once the delay caused by such circumstances can be quantified, the appointed service provider will submit to the Free State Department of Human Settlements full details of such delay within 5 business days of the date on which the delay becomes quantifiable.
- 8.4 If the appointed service providers submit a claim to the FSHS for a revision of the intended completion date, such claim will be in writing stating separately in respect of each circumstance:
- a) The relevant circumstance referred to in 8.1 above on which the service provider submits the claim;



- b) the particulars giving rise to the claim; and
- c) the extension period claimed in business days and the calculation thereof.

8.5 The department shall within 5 business days after being provided with the claim from the Service Provider in terms hereof:

- a) Grant, reduce or refuse the period claimed.
- b) Determine the revised completion date.
- c) Identify each circumstance for each revision that is granted or give reasons for amending or refusing such claim.

8.6 Should any extension of time be approved by the department; this will be approved without cost.

## 9. FEE STRUCTURE

An all-inclusive (lump sum) cost (including disbursements and VAT @ 15%) must be submitted for each project. A comprehensive fee structure, time frame and payment schedule should be included in the submission (this will be discussed, agreed upon and included in the contract).

## 10. VERIFICATION OF DOCUMENTS

Bidders 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.

## 11. EVALUATION PROCESS

The evaluation comprises the following phases:

### 11.1 Phase 1 ADMINISTRATIVE COMPLIANCE & MANDATORY REQUIREMENTS

**Bidders will be disqualified for failure to produce the following:**

#### **ADMINISTRATIVE COMPLIANCE:**

- A copy of SARS Tax Pin certificate;
- Company registration documents;
- Copy of CSD report.
- Joint Venture agreement in case of a Joint Venture.
- Joint Venture and SANAS approved BBBEE certificate in case of a Joint Venture.
- Copy of a valid letter of good standing issued by the Department of Labour or a licensed insurer as contemplated in COIDA of 1993.
- The tenderer or any of its directors are not listed on the Register of Tenderer Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- All SBD forms to be completed and signed accordingly

***All the above certificates must be valid and not expired or inactive at the time of submission of the tender.***

### 11.2. OTHER NON-MANDATORY

All other non-mandatory compliance matters are verified and captured.

It is recommended that a standard INDEX for Bid document be used to ensure that all necessary documentation is in line with the BID requirement.



## 12. EVALUATION

The evaluation of the functionality will be evaluated individually by members of Bid Evaluation Committee in accordance with the below functionality criteria and values. Bidders must achieve a minimum of 70 points and above of the functionality points in order to be eligible for further evaluation.

The following skills, expertise and experience required are as follows:

Item	Criteria	Attachments	Points
1. Experience	<p>Number of completed projects in Subdivision and Rezoning:</p> <ul style="list-style-type: none"> <li>3 projects and above completed = <b>40 points</b></li> <li>2 projects completed = <b>30 points</b>,</li> <li>1 project completed = <b>20 points</b>,</li> </ul>	<p>Attach reference letter for each completed Subdivision and Rezoning project within the past 5 years. On the reference letters, list name of the company, addresses; telephone numbers and email addresses, the year that project was completed and value for the project. Briefly describe the type of services rendered (please restrict references to one per completed project).</p> <p>All projects completed by individual companies forming a joint venture will be considered.</p>	40
2. Value of Completed Project/s	<ul style="list-style-type: none"> <li>Completed Subdivision and Rezoning project/s to the value of R300 000 or more in the last five years. <b>30 points</b></li> <li>Completed township establishment project/s to the value of R200 000 up to R299 999 in the last five years. <b>20 points</b></li> <li>Completed township establishment project/s to the value of R100 000 up to R199 999 in the last five years. <b>10 points</b></li> </ul>	<p>Attach reference letter of each completed Subdivision and Rezoning project with a project value alluded within the past 5 years. On the reference letters, list name of the company, addresses; telephone numbers and email addresses, the year that project was completed and value for the project. Briefly describe the type of services rendered (please restrict references to one per completed project).</p>	30
3. Key Staff	<p><b>NB: Full CVs of the nominated members of the firm as well as their affidavits permitting the use of their CVs, with <u>certified copies of qualifications</u> to be attached.</b></p> <p><b>Failure to attach any of these will result in NO points being allocated.</b></p>		
	<p>Qualifications and proof of professional registration for Town Planner, Land Surveyor, Civil Engineer, Environmentalist and a Conveyancer <b>nominated</b> to be responsible for the project as follows: (<b>only one CV per discipline</b>).</p> <p><b>Town Planner</b> Qualification: 5 Professional Registration: 5</p> <p><b>Land Surveyor</b> Qualification: 3 Professional Registration: 2</p> <p><b>Civil Engineer</b> Qualification: 3 Professional Registration: 2</p>	<p>Full CVs of the nominated members of the Team and Professional Affiliations to be attached. Failure to attach any of these will result in no points being allocated.</p>	30





Item	Criteria	Attachments	Points
	<b>Environmental</b> Qualification: 3 Professional Registration: 2  <b>Conveyancer</b> Qualification: 3 Professional Registration: 2		

### 13. REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)

The Bidders must be registered as a service provider on the Central Supplier Database (CSD). If you are not registered proceed to complete the registration of your company prior to submitting your bid. Refer to <https://secure.csd.gov.za/> to register your company. Ensure that all documentation on the database is updated and valid.

- Are you a registered supplier on the Government's Central Supplier Database (CSD)? (Yes/No)
- Complete your registered CSD vendor number on the checklist.
- Provide a copy of the CSD Registration "Summary Report".
- Valid Tax Clearance Certificate or Tax Compliance Status pin
- Bidders must ensure that their tax information on Central Supplier Database (CSD) is in good standing and submit a valid Tax Clearance Certificate or valid tax compliance status pin.

### 14. TAX COMPLIANCE STATUS

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.

### 15. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House 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 24 August 2023**.

**OR Tambo House  
Cnr Markgraaff and St Andrews streets  
Bloemfontein  
9301**



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.

## **16. OFFICIALS PROHIBITED FROM SUBMITTING BIDS**

In accordance with Treasury Instruction Note 17 of 2012, an employee of the State/Government or a 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 State/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.

## **17. TERMINATION RIGHTS**

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

Free State 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 Free State Human Settlements; it is proven that the bidder failed to remedy the poor provision of service.

## **18. 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).



## 19. 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:

\_\_\_\_\_  
NAME AND SURNAME

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

Email address: \_\_\_\_\_



## **SECTION D:**

### **GCC**



## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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



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## General Conditions of Contract

<p><b>1. Definitions</b></p>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>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.</p> <p>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</p>
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	<p>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.</p> <p>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.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>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.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>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.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>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.</p> <p>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 <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>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.</p> <p>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.</p>





	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.
<b>6. Patent rights</b>	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.
<b>7. Performance security</b>	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.
<b>8. Inspections, tests and analyses</b>	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.
	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 analysed and may be rejected if found not to comply with the



		<p>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.</p> <p>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.</p>
<b>9. Packing</b>	<p>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.</p> <p>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.</p>	
<b>10. Delivery and documents</b>	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>	
<b>11. Insurance</b>	<p>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.</p>	
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>	
<b>13. Incidental services</b>	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> <p>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.</p>	



<b>14. Spare parts</b>	<p>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:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts: <ul style="list-style-type: none"> <li>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</li> <li>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</li> </ul> </li> </ul>
<b>15. Warranty</b>	<p>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.</p> <p>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.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>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.</p> <p>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.</p>
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>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.</p> <p>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.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17. Prices</b>	<p>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.</p>
<b>18. Contract amendments</b>	<p>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.</p>



<b>19. Assignment</b>	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.
<b>20. Subcontracts</b>	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.
<b>21. Delays in the supplier's performance</b>	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.
	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 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.
<b>22. Penalties</b>	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.
<b>23. Termination for default</b>	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;



	<p>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</p> <p>(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.</p> <p>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.</p>
<b>24. Anti-dumping and countervailing duties and rights</b>	<p>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 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</p>
<b>25. Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26. Termination for insolvency</b>	<p>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.</p>
<b>27. Settlement of Disputes</b>	<p>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.</p> <p>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.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p>





	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.
<b>28. Limitation of liability</b>	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.
<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>	31.1 31.2	31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1 32.2 32.3	32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 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.
<b>33. National Industrial Participation (NIP) Programme</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>	34.1	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).
	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.
	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.