



APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE

BID NO: HS – B10/2023-2024

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: Mrs. Asiphe Maqina

E-mail: bids@fshs.gov.za

Private Bag X247
Bloemfontein
9300

CLOSING DATE: 11 September 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 A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE.

BID NUMBER:

HS-B10/2023-2024

CLOSING DATE:

11 September 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 A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE.

TENDER ADVERT DATE:	18 AUGUST 2023
TENDER NUMBER	HS-B10/2023-2024
TITLE OF TENDER	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE.
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	www.humansettlements.fs.gov.za
POSTAL ADDRESS	PRIVATE BAG X247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 TH FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAFF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	bids@fshs.gov.za
BRIEFING DATE	NOT APPLICABLE
TENDER DOCUMENTS AVAILABLE @	www.etenders.gov.za at NO COST
CLOSURE DATE	11 SEPTEMBER 2023
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	ASIPHE MAQINA bids@fshs.gov.za
ENQUIRIES: PMU CONTACT PERSON	THABISO MAKEPE technical.bids@fshs.gov.za
EVALUATION CRITERIA	Bidders will be evaluated on TECHNICAL FUNCTIONALITY Bidders who score 70 or more points out of 100 points on technical functionality will be placed on the department database.



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SECTION A

PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT



PRESCRIBED STANDARD INDEX

Flag no's	Information	Page no.
Front page	Company details: Company name and logo; Director's name; cell number; email address; CSD Registration number	
1	Invitation to Bid Part A and B	
2	Bidders Disclosure (SBD 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, if claiming specific group points for B-BBEE	
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, if claiming specific group points for B-BBEE	
	Additional Mandatory Requirements	
12	Submission of the original tender document.	
13	Submission of a signed, original, and completed Form of Offer.	
14	Certified copy of a valid NHBRC certificate.	
15	A valid CIDB certificate. Bidders must have a CIDB grading of at least 9GB / 8GB PE or higher . Jointly calculated CIDB grading in case of a Joint Venture	



SECTION B

SCM CHECKLIST



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	PREScribed STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT		
SECTION B	SCM CHECKLIST AND TECHNICAL CHECKLIST		
SECTION C	INVITATION TO BID (SBD 1) Part A and B Completed and signed		
SECTION D	TERMS OF REFERENCE (TOR) Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION E	PRICING SCHEDULE (SBD 3.1)		
	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 – PURCHASE OF GOODS/WORKS (SBD 7.1)		



The following documents are to be completed and returned, as they constitute the Tender. Whilst many of the returnable documents are required for the purpose of evaluating the Tenders, some will form part of the subsequent contract, as they form the basis of the Tender Offer. For this reason, it is very important that Tenderers return **all information requested**.

RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.		
T2.1: a	Valid Tax Certificate or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (SARS)	Tick if submitted
T2.1: b	Proof of Registration with SBD Supplier Database and National Treasury Central Supplier Database (CSD)	Tick if submitted
T2.1: c	Copy of VAT Registration Certificate if registered	Tick if submitted
T2.1: d	Copy of Certificate of Incorporation (If tenderer is a Company)	Tick if submitted
T2.1: e	Copy of Founding Statements (If tenderer is a Closed Corporation)	Tick if submitted
T2.1: f	Partnership Agreement (if tenderer is a Partnership)	Tick if submitted
T2.1: g	Certified copy of Identity Document (if tenderer is a One-man Concern)	Tick if submitted
T2.1: h	Joint Venture agreement (if the tenderer is a joint venture)	Tick if submitted
T2.1: i	Certified Copy of B-BBEE status level certificate or a B-BBEE Exempted Affidavit for exempted Micro Enterprises (Issued in terms of the amended construction sector code) Gazette Vol. 630 No. 41287 issued in terms of paragraph 3.6.2.4.1 (B) of tendering entity	Tick if submitted
T2.1: j	Copy of a valid COIDA certificate.	Tick if submitted
T2.1: k	Copy of a valid CIDB certificate.	Tick if submitted
T2.2.1	Works Previously Executed	Tick if submitted
T2.2.2	Present Commitments	Tick if submitted
T2.2.3	Authority of Signatory	Tick if submitted
T2.2.4	Prospective tender's registration form/Change of registration form	Tick if submitted
T2.2.5	Joint Venture Agreement	Tick if submitted
T2.2.6	Preferential Procurement	Tick if completed in full and signed
T2.2.7	Affidavit [if applicable]	Tick if submitted
T2.2.8	Proposed amendments and qualifications	Tick if completed in full and signed
T2.2.9	Compulsory Enterprise Questionnaire	Tick if completed in full and signed
T2.2.10	Schedule of Proposed Subcontractors (if any)	Tick if submitted



RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES

Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.

T2.2.11	Declaration of Interest (SBD 4)	Tick if completed in full and signed
T2.2.12	Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	Tick if completed in full and signed
2 OTHER DOCUMENTS IN THE CONTRACT		
Part II	Form of Offer and Acceptance	Tick if completed in full and signed
Part VI (1)	Contract Data (Parts 1)	Tick if completed in full and signed
Part VI (2)	Data provided by the Contractor (Parts 2)	Tick if completed in full and signed
Part VI (3)	Form of Guarantee	Tick if completed in full and signed



SECTION C

INVITATION OF BID

(SBD 1)

PART A AND B



PART A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE					
BID NUMBER:	HS-B10/2023-2024	CLOSING DATE:	11 September 2023	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAFF STRETS, BLOEMFONTEIN, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Asiphe Maqina		CONTACT PERSON	T Makepe	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	051 403 3835	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	technical.bids@fshs.gov.za	
SUPPLIER INFORMATION					
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]	
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE 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:

.....



SECTION D

TERMS OF REFERENCE

**APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF
2000 HOUSES IN THE FREE STATE PROVINCE.**



1. BACKGROUND AND PURPOSE

The Department of Human Settlements has projects in its business plan that requires the services of contractors who are accredited with National Home Builders Registration Council (NHBRC) to undertake housing delivery projects in order to eradicate housing backlog in the Free State Province.

The purpose of this bid is to create sustainable human settlement developments through quality and durable residential products that comply with minimum standards and giving effect to the objectives of the Housing Act, 1997 remains a Government objective. This is confirmed by the provisions of the Housing Act, 1997. Section 1(vi) of the Housing Act, 1997 define, housing development as follows:

“the establishment and maintenance of habitable, stable and sustainable public and private residential environments to ensure viable households and communities in areas allowing convenient access to economic opportunities, and to health, educational and social amenities in which all citizens and permanent residents of the Republic will, on a progressive basis, have access to permanent residential structures with secure tenure, ensuring internal and external privacy and providing adequate protection against the elements.”

While there are many technologies that can be used to produce a house that will meet a performance specification, it is essential that the resulting structure is acceptable to the community members who are the potential beneficiaries of the housing products. It is advisable that the acceptability of any proposed building system is tested in the earliest phase of project development and certainly, before the construction contract relating to the superstructure of the dwellings is officially approved and finalised.

The National Building Regulations (NBR) to Affordable Housing BR as published in the Government Gazette from time to time apply equally to low income housing, affordable housing and to luxurious housing developments. The NBR consist of performance standards for buildings, without prescribing how these are to be achieved. The newly introduced performance standard SANS 10400 XA- Energy Usage in Buildings will apply to the Government Housing Subsidy financed houses with effect from 01 April 2014.

In addition to compliance with the provisions of SANS 10400 XA the revised Norms and Standards now include a standard basic electrical installation comprising a pre-paid meter and lights and plugs to all living areas of the house.

The SABS 0400 publication, relating to the application of the building regulations contains both the NBR and a set of “deemed-to-satisfy rules”. The rules are provided to assist designers to meet the performance requirements set out in the regulations. It deals with conventional construction only, is not regulations, nor does it have the force of law of the NBR. For example:

- Deemed-to-satisfy rule HH2.4 requires that the width of any continuous strip foundation shall not be less than 600mm in the case of a foundation to a load-bearing or free standing masonry wall.

On presenting either alternative to the municipality, it will be accepted as complying with the relevant building regulation, if it is shown to be the result of a rational design by an appropriately qualified competent person.

There are several methods of persuading a municipality that a particular design complies with the requirements of the NBR, namely that the building will be constructed in accordance with:

- a) A design that conforms in all respects with the Deemed-to-satisfy rules set out in SABS 0400;
- b) A certificate issued by the Board of Agrément SA, that is,
 - An Agrément Certificate, or
 - a MANTAG Certificate; and
- c) A rational design prepared by a competent person.

Unconventional building methods, systems or components, are covered by an Agrément Certificate. This provides an assurance of fitness for purpose of non-standardised buildings and construction products and systems, by evaluating these against prescribed performance criteria.

A MANTAG Certificate is a distinct type of Agrément Certificate dealing with:

“acceptable safety and health criteria for houses and related out-buildings, non-residential schools and primary health care centres in areas where the local authority is of the opinion that the type of construction



is appropriate, given that in these areas it is of paramount importance that the buildings be erected at the lowest possible cost.”

“Rational designs” are normally presented in relation to the “structural strength and stability of a dwelling and much less frequently, in relation to:

- a) Resistance to rainwater penetration;
- b) Damp proofing;
- c) Fire protection;
- d) Lighting and ventilation; and
- e) Drainage.

However, there is a tendency for regulatory authorities that are presented with a rational design, to assume that it covers all aspects of the work. For this reason, the Free State Department of Human Settlements insists that the competent person must:

- a) Clearly identify those aspects of the building that are the subject of the rational design;
- b) Inspect for compliance with the rational design; and
- c) Assume full professional responsibility for the subsequent performance of the subjects covered by the rational design.

All aspects of the work that are not the subject of a rational design, must comply with the Deem-To- Satisfy rules of the SABS 0400 or be covered by a certificate issued by the Boards of Agrément SA.

The NHBRC was establishment in terms of Section 2 of the Housing Consumers Protection Measures Act, 1998 (Act No. 95 of 1998) as a statutory body with the prime objective to provide consumer protection through the regulation of the home building industry.

In terms of the provisions of the said Act, all home builders must be registered with the NBR and a home builder may not commence with the construction of a home unless the home is enrolled with the NHBRC. The NHBRC has also published Home Building Manuals and the technical requirements contained in the said Manuals are enforced by the NHBRC.

The Housing Subsidy Scheme was made subject to the provisions of the said Act with effect from 1 April 2002 and all houses that are to be constructed through the application of the housing subsidy only must be enrolled with the NHBRC and these houses will therefore be subject to the following technical specifications:

- a) The NBR;
- b) The Standards introduced by the NHBRC; and
- c) The Department technical specification

The NHBRC requires the results of a geotechnical engineering report of a particular stand or area and will evaluate the findings of the report and may require that specified precautionary measures be provided in respect of municipal engineering services and/or the dwelling to be constructed.

The appointed bidder will go on site based on **instruction to perform** issued by the Department.

2. LOCATION

The project is construction of housing units in the different districts of the Free State :-

- Mangaung Metro
- Thabo Mofutsanyana
- Fezile Dabi
- Lejweleputswa
- Xhariep

3. SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO:

The Department has various houses that are at different level of construction and some are new houses ranging from 40m², 45m² for disabled, 50m² and 55m² for disabled. The scope of work entails the following:



- Compiling of structural assessment reports and submit method statement where incomplete houses are to be rectified.
- Demolishing of structures (where applicable)
- Design of foundations (Contractor's Engineer)
- Design different sizes housing plans (40m², 45m² for disabled, 50m² and 55m² for disabled) the designs must meet all the technical requirements.
- Design of house plans and submission to the Municipality for approval
- Construction of houses
- Conducting geotechnical investigations

4. GENERAL BID TERMS AND CONDITIONS

- 4.1 Where a bid is not received by the Department in the tender box by the closing date and time, it will be regarded as a late tender and thus it will not be considered.
- 4.2 The Respondent shall not assume that information and/or documents supplied to the Department, at any time prior to this request, are still available to the Department, and shall consequently not make any reference to such information document in its response to this bid.
- 4.3 The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 4.4 Certified copies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 4.5 Kindly note that the Department is entitled to:
 - a) Amend any bid conditions, validity period, specifications, or extend the closing date and/or time of these bid before the closing date. All Respondents to whom the bid documents have been issued, will be advised through the appropriate media platform, e.g. e-Tender portal or through emails, of any such amendments in good time;
 - b) Verify any information contained in a bid;
 - c) Not to appoint any bidder;
 - d) Vary, alter, and/ or amend the terms of this bid, at any time prior to the finalisation of its adjudication hereof.
 - e) Request Joint Venture or consortium to register the entity on CSD and to open a joint bank account within 30 days after the awarding of the contract.
- 4.6 An omission to disclose material information, a factual inaccuracy, and / or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 4.7 Bidders are required to complete the preference claim form (SBD 6.1), and submit the relevant proof at the closing date and time of the bid in order to claim points for specific groups.
- 4.8 The Department also reserves the right to ward this bid as a whole or in part without furnishing reasons.
- 4.9 The Department may on reasonable justifiable grounds, award the bid that did not score the highest number of points.
- 4.10 The Department also reserves the right to cancel or withdraw from this bid as a whole or in part without furnishing reasons and without attracting any liability
- 4.11 The Respondent hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this bid at the prices inserted therein).
- 4.12 This bid and its acceptance shall be subject to the terms and conditions contained in this document.
- 4.13 Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 4.14 The Department reserves the right to extend the contract period of the bid.
- 4.15 The Department reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period.
- 4.16 The Department may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 4.17 All communication between the Bidder and the Department must be done in writing via e-mails provided for in the bid document.
- 4.18 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up the date of cancellation or suspension.



- 4.19 Where a shareholder/ member / individual has an interest in any other company that is participating in this bid, they must disclose, taking into consideration the provisions of SBD 4 and failure to do so will lead to disqualification.
- 4.20 All documents shall be completed with black ink on the date and time of submission of the bid.
- 4.21 Bidders are to ensure that all pages are attached.
- 4.22 The bidder must submit Performance guarantee of not less than 10% of the project value within 14 days upon award.
- 4.23 The bidder must ensure compliance with OHS Act within 30 days upon award.
- 4.24 Failure to accept the Terms of Reference and / or any Conditions associated with this bid or Contract or any part thereof, will result in the bid not being considered. Bidders may not amend any of the Conditions associated with this bid or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.
- 4.25 The Contractor shall sub-contracting a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province.
- 4.26 Priority should be found to SMMEs located within the jurisdiction of the Local Municipality where the project is taking place.

5. SERVICE LEVEL AGREEMENT

The signed tender document will form part of the contract with the successful bidder and the Service Level Agreement will be entered into with the successful bidder.

6. LEGISLATION AND STANDARDS

- 6.1 It is the expectation of the Department that the bidder is familiar with all legislations and standards applicable to this Bid, including the following:
 - 6.1.1 The National Treasury's Standard on Infrastructure Procurement and Delivery Management System (SIPDM),
 - 6.1.2 Public Finance Management Act, act no 1 of 1999 as update on 30 April 2015,
 - 6.1.3 Preferential Procurement Regulations of 2022,
 - 6.1.4 CIDB ACT (38 of 2000)
 - 6.1.5 All the relevant Legislations, Treasury Regulations, Circulars, and Instruction Notes.

7. EVALUATION PROCESS

The evaluation process comprises the following phases:

Bidders will be disqualified for failure to produce documents listed under administrative compliance and mandatory requirements.

ADMINISTRATIVE COMPLIANCE:

- a) A copy of SARS Tax Pin certificate.
- b) Company registration documents.
- c) Copy of CSD report.
- d) Joint Venture agreement in case of a Joint Venture. (In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) or Partnership, a signed teaming agreement /JV agreement signed by both parties is required.
- e) Copy of a valid letter of good standing issued by the Department of Labour or a licensed insurer as contemplated in COIDA of 1993.
- f) The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- g) All SBD forms to be completed and signed accordingly.

MANDATORY REQUIREMENTS:

- a) Submission of the original tender document
- b) Submission of a signed, original, and completed Form of Offer
- c) Certified copy of a valid NHBRC certificate.
- d) A valid CIDB certificate. Bidders must have a **CIDB grading of at least 9GB / 8GB PE or higher.** Jointly calculated CIDB grading in case of a Joint Venture.



OTHER NON-MANDATORY

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

Annexure: Prescribed standard INDEX for easy submission for Bid document are attached to make sure that all necessary documentation is in line with the BID, please use this to make workflow efficient and effective for both companies and government administrators.

8. PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

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

The skills, expertise and experience required are as follows:

Item	Criteria	Attachments	Points allocation
1. Experience	Bidders are expected to demonstrate experience in the construction of housing/building projects. Bidders have to attach copies of appointment letters and completion certificates for all successfully completed projects. Failure to submit appointment letters and completion certificates will lead to no award of points.		
	Number of Projects with the minimum of R50 000 000 from 2017 to date Above 5 Projects (35 points) 3 - 4 projects (25 points) 1 - 2 projects (15 points) 0 projects (0 Points)	(Attach General Building completion certificates)	70 points
	<u>Value of the largest General Building related project completed in the past 10 years</u> R90 000 000 and above (35 points) R70 000 000 and R89 999 999 and above (25 Points) R50 000 000 and 69 999 999 and above (15 points) Below R50 000 000 (0 Points)	(Attach completion certificates)	
2. Key Staff	NB: <u>Full CVs and certified copies of qualifications</u> of the key staff as well as <u>affidavits allowing the use of their CVs</u> to be attached. Failure to attach any of these will result in no points being allocated. Specify the designation of each key staff on CVs or on the organogram of project team.		
	<u>Project Manager</u> Project Manager in built environment 9 and above years of experience = 7.5 points 6 - 8 years of experience = 5 points 2 - 5 years of experience = 2 points	Full CV & Bachelor's Degree/ BTech in Built environment or Higher (NQF 7) Minimum of 5 years' experience in Building Construction Registered as a Project Construction Manager with SACPCM	30 points
	<u>Site Agent</u> Site agent in built environment 9 and above years of experience = 7.5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 1 points	Full CV & National Diploma in Civil Engineering or Construction Management or Higher (NQF 6) Minimum of 5 years' experience in Building Construction	



Item	Criteria	Attachments	Points allocation
	<u>Forman</u> 9 and above years of experience = 7.5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 1 points	Full CV & Accredited Trade in Built environment or Higher (NQF 4) Minimum of 5 years' experience in water and/or sewer construction projects	
	<u>Occupational Health and Safety</u> Health and Safety Officer in built environment 9 and above years of experience = 7.5 points 6 - 8 years of experience = 3 points 2 - 5 years of experience = 1 points	Full CV & Accredited Certificate or Higher (NQF 4) Registered as a Construction Health and Safety Manager with SACPCMP	
TOTAL SCORE FOR FUNCTIONALITY			100 Points

9. PHASE III: PRICE/FINANCIAL STAGE

Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2022, effective from 16 January 2023.

10. 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.

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

- (i) Tenderers other than EME/QSEs: Verification agencies accredited by SANAS, or
- (ii) 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.

11. 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.

12. COMPULSORY CLARIFICATION MEETING

There will not be a clarification meeting for this bid.

Written enquiries must be directed to the following e-mail addresses: bids@fshs.gov.za or technical.bids@fshs.gov.za

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.

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 11 September 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 JBCC Principal Building Agreement (Edition 6.2 – May 2018) which is the Special Conditions of Contract (SCC).

19. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings will be applicable as per clause 30 of the JBCC Principal Building Agreement (Edition 6.2 – May 2018).

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 E

TENDERING PROCEDURES



PART I

FORM OF OFFER AND ACCEPTANCE



Form of Offer and Acceptance

A: OFFER

The Employer, identified in the Acceptance signature block, has solicited offers to enter into a contract in respect of the following works:

BID NUMBER: HS – B10/2023-2024– APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE

The Tenderer, identified in the Offer signature block below, has examined the documents listed in the Tender Data and addenda thereto as listed in the Returnable Schedules, and by submitting this Offer has accepted the Conditions of Tender.

By the representative of the Tenderer, deemed to be duly authorised, signing this part of this Form of Offer and Acceptance, the Tenderer offers to perform all of the obligations and liabilities of the Contractor under the Contract including compliance with all its terms and conditions according to their true intent and meaning for an amount to be determined in accordance with the Conditions of Contract identified in the Contract Data.

The offered total of the prices inclusive of Value Added Tax is:

R (*In words*

.....)

This Offer may be accepted by the Employer by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Tenderer before the end of the period of validity stated in the Tender Data, whereupon the Tenderer becomes the party named as the Contractor in the Conditions of Contract identified in the Contract Data.

Signature: (*of person authorized to sign the tender*.....

Name: (*of signatory in capitals*):

Capacity: (*of Signatory*):

Name of Tenderer: (*organisation*):

Address:

.....

Telephone number:..... Fax number:

Witness:

Signature:

Name: (*in capitals*):

Date:

[Failure of a Tenderer to sign this part of the Form of Offer and Acceptance will invalidate the tender]



B: ACCEPTANCE

By signing this part of the Form of Offer and Acceptance, the Employer identified below accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract as set out in the General and Special Conditions of Contract, and identified in the Contract Data. Acceptance of the Tenderer's Offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

- Part 1 Agreement, and Contract Data, (which include this Agreement)
- Part 2 Pricing Data, including the Bill of Quantities
- Part 3 Scope of Work
- Part 4 Site Information

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Parts 1 to 4 above.

Deviations from and amendments to the documents listed in the Tender Data and any addenda thereto listed in the Tender Schedules as well as any changes to the terms of the Offer agreed by the Tenderer and the Employer during this process of offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

The Tenderer shall within two weeks after receiving a completed copy of this Agreement, including the Schedule of Deviations (if any), contact the Employer's agent (whose details are given in the Contract Data) to arrange the delivery of any other bonds, guarantees, proof of insurance and any other documentation to be provided in terms of the Conditions of Contract identified in the Contract Data. Failure to fulfil any of these obligations in accordance with those terms shall constitute a repudiation of this Agreement.

Notwithstanding anything contained herein, this Agreement comes into effect on the date when the Tenderer receives one fully completed original copy of this document, including the Schedule of Deviations (if any). Unless the Tenderer (now Contractor) within five days of the date of such receipt notifies the Employer in writing of any reason why he cannot accept the contents of this Agreement, this Agreement shall constitute a binding contract between the parties.

Signature:

Name: (*in capitals*)

Capacity:

Name of Employer (*organisation*)

Address:

.....

Witness: Signature: **Name:** ____

Date:



C: SCHEDULE OF DEVIATIONS

The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Tender Data and the Conditions of Tender.

A Tenderer's covering letter will not necessarily be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the contract shall also be recorded here.

Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject:**
Details:
.....
2. **Subject:**
Details:
.....
3. **Subject:**
Details:
.....
4. **Subject:**
Details:
.....
5. **Subject:**
Details:
.....
6. **Subject:**
Details:
.....

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the Tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.



FOR THE TENDERER:

Signature:

Name:

Capacity:

Tenderer: **(Name and address of organisation)**

.....

Witness :

Signature:

Name:

Date:



FOR THE EMPLOYER

Signature:

Name:

Capacity:

Employer: **(Name and address of organisation)**

.....

Witness :

Signature:

Name:

Date:



PART II

TENDER DATA



TENDER DATA

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294:2004, bound into section T1.3.

The Standard Conditions of Tender makes several references to the tender data. The tender data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the standard conditions of tender.

Each item of data given below is cross-referenced to the clause in the Standard Conditions of Tender to which it mainly applies.

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is The Department of Human Settlements, Free State Province.
1.2	The tender documents issued by the employer comprise one volume consisting of the following: VOLUME 1: TENDER DOCUMENT PORTION 1: TENDER Part T1 Tendering procedures Section T1.1 Tender notice and invitation to tender Section T1.2 Tender data Section T1.3 Standard Conditions of Tender Part T2 Returnable documents Section T2.1 List of returnable documents Section T2.2 Returnable Schedules
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender
1.4	Supply Chain Management Department of Human Settlements Private Bag x247 Bloemfontein 9300 Attention: A Maqina
1.5	The Employer's right to accept or reject any tender offer.
1.5.1	The employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action
2.1	Add the following to the clause: Accept that failing the submission of a bona fide tender; a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers. Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable. Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).
2.2	Compulsory site visits and / or clarification meeting are not applicable to this bid Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.3	Replace the contents of the clause with the following: Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.
2.4	Add the following to the clause: To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.



Clause	Addition or Variation to Standard Conditions of Tender
2.5	Add the following to the clause: All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.
2.6	Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full details thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard. Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration. No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.7	Add the following to the clause: No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.
2.8	Replace the contents of the clause with the following: Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink . All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.
2.9	No copies of the tender offer are required.
2.10	Add the following to the clause: Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.
2.11	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are: NB: The Department will not be held liable for tenders posted via Post Office not yet collected. Tender box location : Foyer Ground floor, O.R Tambo House Physical address : DEPARTMENT OF HUMAN SETTLEMENTS Private Bag x247 Bloemfontein 9300 Identification details: HS – B10/2023-2024 - THE DEPARTMENT OF HUMAN SETTLEMENTS hereby invites suitably qualified CONTRACTORS FOR THE APPOINTMENT OF A CONTRACTOR FOR THE CONSTRUCTION OF 2000 HOUSES IN THE FREE STATE PROVINCE The name and address of the tender shall be entered on the back of the envelope.
2.12	A one envelope procedure will be followed.
2.13	Add the following new clause: Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.
2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: Section T2.2 : Returnable Schedules Section C1.1 : Form of Offer and Acceptance Section C1.2 : Contract Data (Part 2) Section C2.2 : Bill of Quantities Section C2.3 : Summary of Schedules Section C2.4 : Bank Details The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer.



Clause	Addition or Variation to Standard Conditions of Tender
	<p>The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.</p> <p>Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.</p> <p>The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.</p> <p>Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.</p>
2.15.1	<p>The closing time and location for the submission of tender offers are:</p> <p>Time: 11h00</p> <p>Location: Ground floor, OR Tambo House – Foyer</p>
2.16.1	The tender offer validity period is 120 days.
2.16.2	<p>Add the following to the clause:</p> <p>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</p>
2.16.3	<p>Add the following new clause:</p> <p>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</p>
2.17.1	<p>Add the following to the clause:</p> <p>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</p> <p>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</p>
2.18	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.19	<p>The following certificates / information are to be provided with the tender offer:</p> <ol style="list-style-type: none"> 1. A valid proof of registration on National Treasury's Central Suppliers report and where a consortia or Joint Venture is involved, each party must submit a separate CSD report. 2. Certified copy of valid COIDA certificate. 3. Certified copy of a NHBRC certificate. 4. The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004. 5. All SBD forms and returnable schedules must be completed in full by the duly authorised persons. The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>



Clause	Addition or Variation to Standard Conditions of Tender
3.4	The time and location for opening of the tender offers are: Time 11h00 Location: OR Tambo House, Ground floor
3.9.1	Replace the contents of the clause with the following: Check responsive tender offers for arithmetical errors, correcting them in the following manner: a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line-item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line-item total shall be corrected. b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern. c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.
3.11	Up to 20 tender evaluation points will be awarded to tenderers for B-BBEE (certified copy to be included). Refer to the Preferential Procurement Policy appended to this section as Annexure A.
3.11.1	Method 4 will be used to evaluate all responsive tender offers.
3.11.6	The financial offer will be scored in terms of Clause 3.11.6.1 (Section T1.3). Score the financial offers of the remaining responsive tender offers using the following formula: $N_{FO} = W_1 \times A$ <u>Where</u> N_{FO} is the number of tender evaluation points awarded for the financial offer; W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stipulated in the tender data (90 points as per preferential procurement document in Annexure A) A is the number calculated using Formula 2 Option 1 (see below): $\left(1 - \left(\frac{P - P_m}{P_m} \right) \right)$ P_m denotes the comparative offer of the most favourable comparative offer P denotes the comparative offer of the tender offer under consideration.
3.12	Replace the contents of the clause with the following: If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.
3.14	Replace the contents of the clause with the following: Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Departmental Representative.
3.18	The successful tenderer shall receive one copy of the signed contract.



PART III

STANDARD CONDITIONS OF TENDER



STANDARD CONDITIONS OF TENDER INDEX

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<u>3.7</u>	<u>GROUNDINGS FOR REJECTION AND DISQUALIFICATION</u>
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<u>3.8</u>	<u>TEST FOR RESPONSIVENESS</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.9</u>	<u>ARITHMETICAL ERRORS</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.10</u>	<u>CLARIFICATION OF A TENDER OFFER</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.11</u>	<u>EVALUATION OF TENDER OFFERS</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.12</u>	<u>INSURANCE PROVIDED BY THE EMPLOYER</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.13</u>	<u>ACCEPTANCE OF TENDER OFFER</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.14</u>	<u>NOTICE TO UNSUCCESSFUL TENDERERS</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.15</u>	<u>PREPARE CONTRACT DOCUMENTS</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.16</u>	<u>ISSUE FINAL CONTRACT</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.17</u>	<u>COMPLETE ADJUDICATOR'S CONTRACT</u>
	ERROR! BOOKMARK NOT DEFINED.
<u>3.18</u>	<u>PROVIDE COPIES OF THE CONTRACTS</u>
	ERROR! BOOKMARK NOT DEFINED.

These standard conditions of tender are identical to those published in SANS 294:2004 (Annex F)



STANDARD CONDITIONS OF TENDER

1. GENERAL

1.1 Actions

The employer and each tenderer submitting a tender offer shall comply with the conditions of tender. In their dealings with each other, they shall discharge their duties and obligations, as set out in sections 2 and 3, timeously and with integrity, and behave equitably, honestly and transparently.

1.2 Tender documents

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

1.3 Interpretation

1.3.1 The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of the conditions of tender.

1.3.2 The conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

1.4 Communication and employer's agent

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

1.5 The Employer's right to accept or reject any tender offer

1.5.1 The employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.

1.5.2 After the cancellation of a tender process or the rejection of all tender offers the employer may abandon the proposed procurement and re-issue a similar tender notice and invitation to tender not less than six months after the closing date for tender offers or have it performed in another manner at any time.

2. TENDERER'S OBLIGATIONS

2.1 Eligibility

Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and if the tenderer, or any of his principles, is not under any restriction to do business with the employer.

2.2 Cost of tendering

Accept that the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer comply with requirements.

2.3 Check documents

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

2.4 Confidentiality and copyright of documents

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

2.5 Reference documents

Obtain, as necessary for submitting a tender offer, copies of the latest version of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

2.6 Acknowledge addenda

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary, apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.



2.7 Site visit and clarification meeting

If applicable, attend, where required, a Briefing session at which tenderers may familiarize themselves with aspects of the proposed work, services or supply, and raise questions. Details of the meeting(s) are stated in the tender data.

2.8 Seek clarification

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

2.9 Insurance

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

2.10 Pricing the tender offer

- 2.10.1 Include in the rates, prices and the tendered total of the prices (if any) all duties, taxes (except value-added tax (VAT)), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.
- 2.10.2 Show VAT payable by the employer separately as an addition to the tendered total of the prices.
- 2.10.3 Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.
- 2.10.4 State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.
- 2.10.5 As no separate provision is made for traffic management and over haul, the cost for these items must be included in appropriate items in the bill of quantities.

2.11 Alterations to documents

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

2.12 Alternative tender offers

- 2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.
- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

2.13 Submitting a tender offer

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in BLACK INK.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.
- 2.13.6 Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.



- 2.13.7 Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.
- 2.13.8 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.
- 2.14 Information and data to be completed in all respects**
Accept that the tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as being non-responsive.
- 2.15 Closing time**
- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.
- 2.16 Tender offer validity**
- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.
- 2.17 Clarification of tender offer after submission**
Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.
- 2.18 Provide other material**
- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.
- 2.18.2 Dispose of samples of materials, where required.
- 2.19 Inspections, test and analysis**
Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.
- 2.20 Submit securities, bonds, policies, etc.**
If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.
- 2.21 Check final draft**
Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.
- 2.22 Return of other tender documents**
If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.
- 2.23 Certificates**
Include in the tender submission or provide the employer with any certificates as stated in the tender data.



3. EMPLOYER'S UNDERTAKINGS

3.1 Respond to clarification

Respond to a request for clarification received up to five days before the tender closing time stated in the tender data and notify all tenderers who drew procurement documents.

3.2 Issue addenda

If necessary, issue addenda that may amend or amplify the tender documents to each tenderer during the period from the date of the tender notice until 7 days before the tender closing time stated in the tender data. If, as a result of the issuing of addenda, a tenderer applies for an extension to the closing time stated in the tender data, the employer may grant such extension and shall then notify all tenderers who drew documents.

3.3 Return late tender offers

Return tender offers received after the closing time stated in the tender data, unopened (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

3.4 Opening of tender submissions

3.4.1 Open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

3.4.2 Announce at the public meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened the total of his prices, preferences claimed and time for completion, if any, for the main tender offer only.

3.4.3 Make available the name of each tenderer whose tender offer is opened, the total of his prices, if applicable, preferences claimed and time for completion (if any) for the main tender offer only.

3.5 Two envelope system

3.5.1 Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

3.5.2 Evaluate the quality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers who score in the quality evaluation more than the minimum number of points for quality stated in the tender data, and announce the score obtained for the technical proposals and the total price and any preferences claimed. Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for quality.

3.6 Non-disclosure

Do not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the event of a contract, until after the award of the contract to the successful tenderer.

3.7 Grounds for rejection and disqualification

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

3.8 Test for responsiveness

3.8.1 Determine, on opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of the conditions of tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

3.8.2 A responsive tender is one that conforms to all the items, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the employer's opinion, would

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- b) change the employer's or the tenderer's risks and responsibilities under the contract, or



- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

3.8.3 Reject a non-responsive tender offer, and do not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.

3.9 Arithmetical errors

3.9.1 Check responsive tender offers for arithmetical errors, correcting them in the following manner:

- a) Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern.
- b) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the unit rate shall be corrected. Where there is an obvious gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected items prices (and their rates if a bill of quantities applies) to achieve the tendered total of the prices.

3.9.2 Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of his arithmetical errors in the manner described in F.3.9.1.

3.10 Clarification of a tender offer

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

3.11 Evaluation of tender offers

3.11.1 Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate it using the tender evaluation methods that are indicated in the tender data and described as methods 1, 2, 3 and 4.

3.11.2 Method 1: In the case of a financial offer:

- a) Rank tender offers from the most favourable to the least favourable comparative offer.
- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.3 Method 2: In the case of a financial offer and preferences:

- a) Score tender evaluation points for each financial offer.
- b) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- c) Calculate total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.4 Method 3: In case of a financial offer and quality:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Calculate the total tender evaluation points.
- d) Rank tender offers from the highest number of tender evaluation points to the lowest.
- e) Recommend tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons not to do so.

3.11.5 Method 4: In the case of a financial offer, quality and preferences:

- a) Score quality, rejecting all tender offers that fail to score the minimum number of points for quality stated in the tender data, if any.
- b) Score tender evaluation points for each financial offer.
- c) Confirm that tenderers are eligible for the preferences claimed and, if so, score tender evaluation points for preference.
- d) Calculate total tender evaluation points.
- e) Rank tender offers from the highest number of tender evaluation points to the lowest.
- f) Recommend the tenderer with the highest number of tender evaluation points for the award of the contract, unless there are compelling and justifiable reasons no to do so.

3.11.6 Score financial offers, preferences and quality, as relevant, to two decimal places.

3.11.6.1 Scoring financial offers

Score the financial offers of the remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

Where

N_{FO} is the number of tender evaluation points awarded for the financial offer;

W_1 is the maximum possible number of tender evaluation points awarded for the financial offer as stated in the tender data;

A is the number calculated using the formula and option described in table F.1 as stated in the tender data.

Table F.1 – Formula for calculating the value of A^a

1	2	3	4
Formula	Basis for comparison	Option 1	Option 2
1	Highest price or discount	$\left(1 + \frac{(P - P_m)}{P_m}\right)$	P/P_m
2	Lowest price or percentage commission/fee	$\left(1 - \frac{(P - P_m)}{P_m}\right)$	P_m/P
P_m is the comparative offer of the most favourable comparative offer. P is the comparative offer of the tender offer under consideration.			

3.11.6.2 Scoring quality

Score quality in each of the categories in accordance with the tender data and calculate the total score for quality.

3.12 Insurance provided by the employer

If requested by the proposed successful tenderer, submit for the tenderer's information the policies or certificates of insurance (or both) which the conditions of contract identified in the contract data require the employer to provide.

3.13 Acceptance of tender offer

3.13.1 Accept the tender offer only if the tenderer complies with the legal requirements, if any, stated in the tender data.

3.13.2 Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period. Provided that the form of offer and acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the employer and the successful tenderer as described in the form of offer and acceptance.

3.14 Notice to unsuccessful tenderers

After the successful tenderer has acknowledged the employer's notice of acceptance, notify other tenderers that their offers have not been accepted.

3.15 Prepare contract documents

If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of

- addenda issued during the tender period,
- inclusion of some of the returnable documents,
- other revisions agreed between the employer and the successful tenderer, and
- the schedule of deviations attached to the form of offer and acceptance, if any.



3.16 Issue final contract

Prepare and issue the final draft of the contract documents to the successful tenderer for acceptance as soon as possible after the date of the employer's signing of the form of offer and acceptance (including the schedule of deviations, if any). Only those documents that the conditions of tender require the tenderer to submit, after acceptance by the employer, shall be included.

3.17 Complete adjudicator's contract

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

3.18 Provide copies of the contracts

Provide to the successful tenderer the number of copies stated in the tender data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

END OF SECTION



PART IV

LIST OF RETURNABLE DOCUMENTS



RETURNABLE DOCUMENTS

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Section	Description	Page No
PART T2.1	LIST OF RETURNABLE DOCUMENTS.....	T2.1-1
PART T2.2	RETURNABLE SCHEDULES	T2.2-1

END OF SECTION



T2.1 LIST OF RETURNABLE DOCUMENTS



- a) ***Original valid Tax Clearance Certificate/ Tax Compliance Status Pin***

Attach Certificate



b) Copy of Central Supplier Database (CSD) registration report

Attach Certificate



c) Copy of VAT Registration Certificate if Registered

Attach Certificate



d) Copy of Certificate of Incorporation (If tenderer is a Company)

Attach Certificate



e) Copy of Founding Statements (If tenderer is a Closed Corporation)

Attach Founding Statement



f) Partnership Agreement (if tenderer is a Partnership)

Attach Agreement



g) Certified copy of Identity Document (if tenderer is a One-man Concern)

Attach ID COPY



h) Joint Venture agreement (if the tenderer is a joint venture)

Attach Agreement



- ***i) Certified Copy of B-BBEE status level certificate or a B-BBEE Exempted Affidavit for exempted Micro Enterprises (Issued in terms of the amended construction sector code) Gazette Vol. 630 No. 41287 issued in terms of paragraph 3.6.2.4.1 (B) of tendering entity***

Attach Certificate



j) **Copy of valid COIDA Certificate**

Attach Certificate



k) Copy of valid CIDB Certificate

Attach Certificate



PART V – LIST OF RETURNABLE SCHEDULES



RETURNABLE SCHEDULES INDEX

Description

Works Previously Executed	
Present Commitments	
Authority of Signatory	
Prospective tender's registration form/Change of registration form	
Joint-Venture Agreement	
Preferential Procurement	
Affidavit	
Proposed amendments and qualifications	
Compulsory Enterprise Questionnaire	
Schedule of Proposed Subcontractors (if any)	
Declaration of Interest	
Preference points claim form in terms of the Preferential Procurement Regulations 2022.....	
Declaration of bidder's past supply chain management practices	
Certificate of independent bid determination	

END OF SECTION



WORKS PREVIOUSLY EXECUTED

The following is a statement of major works successfully executed by myself/ourselves in recent years:

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Failure to detail the required information shall signify that the tender is submitted by an inexperienced tenderer.

Signature of Tenderer: _____ Date : _____

State firm, contact person and telephone number

Please attach a detailed list of Projects/Works previously done.



PRESENT COMMITMENTS

Client	Contact Details	Nature of Works	Value of Works	Duration and Completion Date

Signature of Tenderer : _____

Date : _____

* State firm, contact person and telephone number

Please attach detailed present commitments exceeds 5 (Five)



AUTHORITY OF SIGNATORY

With reference to Clause 2.13.4 of the Tender Data, Part T1.1, I/we herewith certify that this tender is submitted by : *(Mark applicable block)*

a) a company, and attach hereto a certified copy of the required resolution of the Board of Directors

☐

b) a partnership, and attach hereto a certified copy of the required resolution by all partners

☐

c) a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials

☐

d) a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender

☐

e) a joint venture, and attach hereto

☐

- a notarially certified copy of the original document under which the joint venture was constituted; and
- certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

Signature of Tenderer _____

Date _____



Tender forms pertaining to Preferential Procurement

JOINT VENTURE FORM

The following legal business entities agree to deliver the services and/or goods as required under this Contract as a Joint Venture as follows:

Name and Addresses of Joint Venture:

.....

.....

Consisting of the following businesses (Joining Entities)

NAME JOINING ENTITY	TAX NO.	PROPORTIONAL PAYMENT THAT WILL BE RECEIVED UNDER THIS CONTRACT
.....%
.....%
.....%
.....%

The above-mentioned Joint venture will execute the Contract under the management of (Full Name)

.....
Who is an employee of (Name of Joining Entity)

And in accordance with any further agreements as attached to this document, titled

.....
and dated(if applicable).

Bank guarantees and retention money (where required) will be provided or paid by (Name of Joining Entity)

.....
who will be responsible for the fulfilment of the retention obligations (where required) asset out in the Contract Document.

Signed by the duly authorized representatives of the above-mentioned Joint Entities:

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....
.....
.....
.....

WITNESSES

1.

.....

2.

.....



AFFIDAVIT

Affidavit to be completed by every member of a company, closed corporation, trust, partnership or other business entity, claiming preference points regarding their HDI-status:

1. I, the undersigned, hereby
(Full name and surname)

Certify that I am a of the tenderer.
(Member, Director, Partner, Owner)

2. I furthermore certify that I personally hold% (percent) equity shares in the above mentioned business venture and are actively involved in the management and control of the business.

Signed at on this day of20.....

.....
Signature

I certify that the deponent has acknowledge that he/she knows and understands the contents of this declaration.

This declaration has been sworn / affirmed before me at

On this day of20.....

.....
COMMISSIONER OF OATHS

STAMP:

I, THE UNDERSIGNED, ACTING IN MY CAPACITY AS
THE COMPANY/CORPORATION/BUSINESS VENTURE:

.....
Hereby gives Department of Human Settlements and its delegates the right to inspect any documents in our possession pertaining to the verification of information reflecting the equity held in our company / corporation / business venture.

Signed at on this day of20.....

.....
Signature



The Tenderer should record any deviations or qualifications he may wish to make to the tender documents in this Returnable Schedule. Alternatively, a tenderer may state such deviations and qualifications in a covering letter to his tender and reference such letter in this schedule.

The Tenderer's attention is drawn to clause F.3.8 of the Standard Conditions of Tender referenced in the Tender Data regarding the employer's handling of material deviations and qualifications.

Page	Clause or item	Proposal

Signed Date

Name Position

Tenderer

Compulsory Enterprise Questionnaire



human settlements
Department of Human Settlements
FREE STATE PROVINCE

The following particulars must be furnished. In the case of a joint venture, **separate** enterprise questionnaires in respect of each partner must be completed and submitted.

Section 1: Name of enterprise:

Section 2: VAT registration number, if any:

Section 3: CIDB registration number, if any:

Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

* Complete only if sole proprietor or partnership and attach separate page if more than 3 partners

Section 5: Particulars of companies and close corporations

Company registration number

Close corporation number

Tax reference number

Section 6: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

If any of the above boxes are marked, disclose the following:

Name of sole proprietor, partner, director, manager, principal shareholder or stakeholder	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary



Section 7: Record of spouses, children and parents in the service of the state

Indicate by marking the relevant boxes with a cross, if any spouse, child or parent of a sole proprietor, partner in a partnership or director, manager, principal shareholder or stakeholder in a company or close corporation is currently or has been within the last 12 months been in the service of any of the following:

- | | |
|--|---|
| <input type="checkbox"/> a member of any municipal council | <input type="checkbox"/> an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| <input type="checkbox"/> a member of any provincial legislature | <input type="checkbox"/> a member of an accounting authority of any national or provincial public entity |
| <input type="checkbox"/> a member of the National Assembly or the National Council of Province | <input type="checkbox"/> an employee of Parliament or a provincial legislature |
| <input type="checkbox"/> a member of the board of directors of any municipal entity | |
| <input type="checkbox"/> an official of any municipality or municipal entity | |

Name of spouse, child or parent	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

*insert separate page if necessary

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the enterprise:

- authorizes the Employer to obtain a tax clearance certificate from the South African Revenue Services that my / our tax matters are in order;
- confirms that the neither the name of the enterprise or the name of any partner, manager, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears on the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004;
- confirms that no partner, member, director or other person, who wholly or partly exercises, or may exercise, control over the enterprise appears, has within the last five years been convicted of fraud or corruption;
- confirms that I / we are not associated, linked or involved with any other tendering entities submitting tender offers and have no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest; and
- confirms that the contents of this questionnaire are within my personal knowledge and are to the best of my belief both true and correct.

Date

Signed

Name

Position

Enterprise
name



Schedule of Proposed Subcontractors (if any)

We notify you that it is our intention to employ the following Subcontractors for work in this contract.

If we are awarded a contract we agree that this notification does not change the requirement for us to submit the names of proposed Subcontractors in accordance with requirements in the contract for such appointments. If there are no such requirements in the contract, then your written acceptance of this list shall be binding between us.

No.	Name and address of proposed Subcontractor	Nature and extent of work	Previous experience with Subcontractor.
1.			
2.			
3.			

Signed

Date

Name

Position

Tenderer



PRICING SCHEDULES

(SBD 3.2)



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

1. 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
2. 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 various 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.

3. The following index/indices must be used to calculate your bid price:

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

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

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

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



SBD 3.2

Part B PRICES SUBJECT TO RATE OF EXCHANGE VARIATIONS

3. 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=		

3. 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



BIDDER'S 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.

2. BIDDER'S DECLARATION

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

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

Full Name	Identity Number	Name of State institution

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

2.2.1 If so, furnish particulars:

.....
.....

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:

.....

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



3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 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

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.



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

(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 90/10 system for requirements with a Rand value above R50 000 000 (all applicable taxes included).

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

The applicable preference point system for this tender is the 90/10 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	90
SPECIFIC GOALS	10
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.



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

90/10

$$Ps = 90 \left(1 - \frac{Pt - P_{min}}{P_{min}} \right)$$

Where

- Ps = Points scored for price of tender under consideration
- Pt = Price of tender under consideration
- Pmin = Price of lowest acceptable tender

3.1. FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT(N/A):

3.1. POINTS AWARDED FOR PRICE

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

90/10

$$Ps = 90 \left(1 + \frac{Pt - P_{max}}{P_{max}} \right)$$



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

- 3.1. 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.

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

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

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

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

(Note to organs of state: Where either the 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 (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer of state)
B-BBEE Status– Level 1 or 2 or 3	2	
Women Ownership - $\geq 51\%$	4	
Youth Ownership - $\geq 51\%$	4	
Total Points	10	

**Annexure-A to Table 1 under item 4.2
(SBD6.1)**



The specific goals allocated points for procurement	Number of points allocated (90/10 System)		Number of points allocated (80/20 System)		Proof to claim points for specific goals with the tender
B-BBEE Level 1 or 2 or 3	2		4		a) Original sworn affidavit; b) Certified copy of SANAS accredited B-BBEE Status Level Certificate; or c) B-BBEE Certificate issue by CIPC through the Department of Trade and Industry (DTI).
Promotion of Women owned entities	4	51% or more owned by Women	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 women as owners/shareholders/directors of the company.
Promotion of Youth owned entities	4	51% owned or more by Youth	8	51% owned or more 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 Youth as owners/shareholders/directors of the company.



DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm.....

1.2 Company registration number:

1.3 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]

1.4 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.

.....
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME:

DATE:

ADDRESS:

.....

.....

.....



CONTRACT FORM – PURCHASE OF GOODS/WORKS

(SBD 7.1)



CONTRACT FORM - PURCHASE OF GOODS/WORKS

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

PART 1 (TO BE FILLED IN BY THE BIDDER)

1. I hereby undertake to supply all or any of the goods and/or works described in the attached bidding documents to (name of institution)..... in accordance with the requirements and 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 time of bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Technical Specification(s);
 - 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 goods and/or works specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfillment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2.

DATE:



CONTRACT FORM - PURCHASE OF GOODS/WORKS

PART 2 (TO BE FILLED IN BY THE PURCHASER)

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

ITEM NO.	PRICE (ALL APPLICABLE TAXES INCLUDED)	BRAND	DELIVERY PERIOD	TOTAL PREFERENCE POINTS CLAIMED	POINTS CLAIMED FOR EACH SPECIFIC GOAL

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

SIGNED ATON.....

NAME (PRINT)

SIGNATURE

OFFICIAL STAMP

--

WITNESSES

1.

2.

DATE



PART VI

CONTRACT DATA



CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

The **JBCC** Principal Building Agreement (Edition 6.2 - May 2018) prepared by the Joint Building Contracts Committee shall be the applicable building agreement, amended as hereinafter described to be read in conjunction with the **Contract Data** issued with the tender.

Copies of these conditions of contract may be obtained from the Association of South African Quantity Surveyors (ASAQS), Master Builders Association (MBA), South African Association of Consulting Engineers (ECSA) or South African Institute of Architects (SAIA).

The JBCC Principal Building Agreement makes several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the JBCC Principal Building Agreement.

Each item of data given below is cross-referenced to the clause in the JBCC Principal Building Agreement to which it mainly applies.

The Conditions of Contract make several references to the Contract Data for specific data, which together with these conditions collectively describe the risks, liabilities and obligations of the contracting parties and the procedures for the administration of the Contract. The Contract Specific Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract or the Special Conditions of Contract.

The Contract Specific Data, General and Special Conditions of Contract shall have precedence over the Drawings, Scope of Work and Standardised Specifications in the interpretation of any ambiguity or inconsistency.

SPECIAL CONDITIONS OF CONTRACT

1. GENERAL

These Special Conditions of Contract (SCC) form an integral part of the Contract. The Special Conditions of Contract shall amplify, modify or supersede, as the case may be, the Conditions of Contract of JBCC 2005 to the extent specified below, and shall take precedence and shall govern in the interpretation of any ambiguity or inconsistency between it and the Conditions of Contract.

The clauses of the Special Conditions hereafter are numbered "SCC" followed in each case by the number of the applicable clause or sub clause in the JBCC 2005, and the applicable heading, or (where a new special condition that has no relation to the existing clauses is introduced) by a number that follows after the last clause number in the Conditions, and an appropriate heading.

The Forms included in the JBCC Edition 6.2 - May 2018 ("JBCC2018"), are replaced with the Forms included in this Tender Document.

2. AMENDMENTS TO THE JBCC 2018 CONDITIONS OF CONTRACT

SCC 1.1 Definitions and Interpretation

SCC 1.5 The following new paragraphs are added after clause 1.5.6:

1.5.7 References to any party to this agreement include its successors or permitted assigns;

1.5.8 References to the contractor include the obligations of its personnel;

1.5.9 References to "month" shall be to a calendar month;

1.5.10 References to any amount shall mean that amount exclusive of VAT, unless the amount expressly includes VAT;



1.5.11 References containing terms such as “best endeavours” when used in connection with an obligation of either party, means taking in good faith and with due diligence all reasonable steps to achieve the objective and to fulfil the obligation at the earliest possible time, including doing all that a reasonable and prudent owner or provider of design and construction services in comparable circumstances would do.

1.5.12 If a definition imposes substantive rights and obligations on a party, such rights and obligations shall be given effect to and shall be enforceable, notwithstanding that they are contained in a definition;

1.5.13 Where any word is defined within the context of any particular clause in this agreement, that word, unless it is clear from the clause in question that that word has limited application only to the relevant clause, shall bear the meaning ascribed to it for all purposes in terms of this agreement, notwithstanding that that word has not been defined in clause 1.1;

1.5.14 Words defined in this agreement shall bear the same meanings in any annexes or schedules to this agreement unless the annexes or schedules contain their own definitions of such words;

1.5.15 Where any number of days is prescribed, those days shall be reckoned exclusively of the first and inclusively of the last day unless the last day falls on a day that is not a working day, in which event the last day shall be the next succeeding working day;

1.5.16 Words and abbreviations that have well known technical or trade meanings are used in the agreement in accordance with such recognized meanings;

1.5.17 The rule of construction that if general words or terms are used in association with specific words or terms that are a species of a particular genus or class, the meaning of the general words or terms shall be restricted to that same class shall not apply, and whenever the word “including” is used followed by specific examples, such examples shall not be interpreted so as to limit the meaning of any word or term to the same genus or class as the examples given;

1.5.18 The rule of construction that the agreement shall be interpreted against or to the disadvantage of the party responsible for the drafting or preparation of this agreement shall not apply.”

SCC 2 COMPLIANCE WITH LAWS AND REGULATIONS

Add the following:

“2.5 The Occupational Health and Safety Act No. 85 of 1993 and the Construction Regulations 2014 will in all respects be applicable to this contract. All obligations in respect of health and safety requirements of the Contractor are set out in the Scope of Work”

SCC 6 In sub-clause 3.10 in the first line replace “principal agent” with “employer”

SCC 7. Add the following new Clause:

“**SCC 7. 4** The copyright in all **contract documents, contract drawings** and records (irrespective of who prepared any of the aforesaid) related in any manner to the **works** shall vest in the **employer** and the **contractor** shall not furnish any information in connection with the **works** to any person or organization without the prior written approval of the **employer** to this effect other than subcontractors appointed for purposes of this **agreement**.”

SCC 7.5 Add the following new Clause:

Any provision in this agreement that is or may become illegal, invalid or unenforceable in any jurisdiction shall be ineffective to the extent of such prohibition or unenforceability in such jurisdiction and shall be treated as severed from the balance of this agreement in such jurisdiction, without invalidating the remaining provisions of this agreement in such jurisdiction or affecting it in any other jurisdiction



SCC 7.3 Replace the second sentence starting in line 2 with the following:

“The **contractor** shall keep a copy of all drawings, schedules, unpriced **bills of quantities/lump sum document, contract instructions**, minutes of site and other meetings, health and safety files as specified in the scope of work, risk register, claims and variation order register, labour records and sub contractors’ contracts on the **site** to which the **employer, principal agent and agents** shall have access at all times. The **employer** has the right to call for such further information from the **contractor** it deems necessary in the event it carries out any investigation or audit into potential fraud, corruption, fronting, health and safety incidents or verifying information the **contractor** has to supply to the **employer** in terms of this agreement. The Contractor shall ensure a similar right for the Employer with its subcontractors.

7.4 The contractor shall be responsible for the design of the works, including for any temporary works. The contractor shall be responsible for the primary coordination of design elements. All designs must be submitted to the Employer for approval prior to construction of the works.

7.5 The contractor shall be responsible for any design of works undertaken by any subcontractor, including nominated or selected subcontractor.

7.6 in second line delete the word “selected”

7.3.1 Contractor’s liability as mandatory

7.3.1.1 “Notwithstanding any actions which the **employer** may take, the **contractor** accepts sole liability for due compliance with the relevant duties, obligations, prohibitions, arrangements and procedures imposed by the Occupational Health and Safety Act, 1993 (Act 85 of 1993),

7.3.1.2 and all its regulations, including the Construction Regulations, 2014, for which the **contractor** is liable as mandatory. By entering into this **agreement** it shall be deemed that the parties have agreed in writing to the above provisions in terms of Section 37 (2) of the Act and will enter into the mandatory agreement as set out in the Scope of Work. This clause will be sufficient to establish the mandatory obligations of the **contractor** in the event the parties fail to execute the aforesaid mandatory agreement.”

7.3.1.3 The construction guarantee provided by the contractor shall remain valid for the term of the agreement until the defect’s liability period. In case of extensions, the security must also be extended or replaced by another construction guarantee of the same value, with an effective term equal to the term of extension. If the contractor fails to keep a valid security for the duration of the agreement, the employer shall deduct an amount of 10% from each interim payment certificate and withhold the amount until the contractor provides a valid construction guarantee. Once the contractor provides the valid construction guarantee, the principal agent will then release the amount held from each payment certificate in the next payment certificate.

7.3.1.4 The contractor does not cede, delegate or assign any of its rights or obligations to any person.

7.3.1.5 Notwithstanding the above, the employer may, on written notice to the contractor, cede and delegate, handover, its rights and obligations under this contract to a Related Party or a Client of the employer. On cession the Client becomes the employer and takes full responsibility. For the purpose hereof the above clause:

7.3.1.4 a “Related Party” means any entity that directly or indirectly, through one or more intermediaries, controls or is controlled by, or is under common control with the employer and includes any other “Organ of State” as defined in section 239 of the Constitution of the Republic of South Africa, 1996 and any entity or Organ of State for whom the Employer carries out the works or acts as an implementing agent, (“control” means the beneficial ownership of the majority in number of the issued equity of any entity (or the whole or majority of the entity’s assets), and/or the right or ability to direct or otherwise control the entity or the votes attaching to the majority of the entity’s equity and “controlled” or “under common control” shall have a similar meaning); and



SCC 14 no clause

SCC 15 Amend clause 15:

Add sub-clause 15.9

"The contractor and principal agent shall appoint a selected subcontractor in accordance with the provisions of the Scope of Work."

"The **contractor** may not subcontract the whole of the work without the written instruction or approval of the **employer**. In such event the **employer** may require the **contractor** to cede the contract to the subcontractor."

"The subcontractors appointed by the **contractor** to comply with the developmental and transformation requirements from the **employer** in terms of applicable legislation, including but not limited to the Preferential Procurement Policy Framework Act, 5 of 2000, and regulation thereto, will be domestic subcontractors for purposes of this **agreement**."

The contractor shall submit the agreement for each subcontract to the employer.

SCC 41.0 Contractors failure to pay Subcontractors

If the contractor fails to make payment of any amount due and payable to a subcontractor ("the Subcontractor debt") and the Employer considers that the subcontractor debt has an adverse impact(s) on the progress of the works or the obligations of the contractor under the agreement, the Principal Agent may request evidence of payment to the subcontractor. In the absence of such evidence, the employer may (at its own discretion) pay the subcontractor debt directly to the subcontractor concerned. Such payment is, for all purposes under the agreement, regarded as a payment made on behalf of the contractor and at the request of and with the approval and consent of the contractor, as a payment towards the contract sum. As such, payment to the contractor shall be less the payment to the subcontractor. All adverse effects as a result of or arising from the subcontractor debt does not entitle the contractor to any cost or time.

Replace reference to "36.3" at end of sentence with "36.0"

Sub-clause 31.9 is hereby amended by the substitution of the words "seven (7) **calendar days**" in the first line by the words "thirty (30) **calendar days**"

Delete "Payment shall be subject to the **employer** giving the **contractor** a **tax** invoice for the amount due."

Delete the words in sub-clause 34.13 "subject to the **employer** giving the **contractor** a **tax** invoice for the amount due"

Retention of clause 40 Clause 40 in respect of dispute settlement to be retained in its original form not applying the state clause amendments.

Clause 41 State Substitutions is amended as set out below with reference to sub-clause 41.1 or the original clause number stated therein.

In sub-clause 41.1.3 the definition for **CONSTRUCTION PERIOD** is amended to read:

CONSTRUCTION PERIOD means a duration of **24 months** commencing from the period the contract takes possession of the sites to the date the certificate of practical completion is issued.

Clause 29.2 to be amended as follows:

delete the third sentence and replace with the following:

"The **employer** shall pay the **contractor** all amounts due in terms of the contract for work complete at the date of termination or cancellation in terms of this clause 29.2, including retention money after deducting any amounts due to the **employer**. The **employer** will also return any guarantees still valid to the **contractor** after such cancellation."



SECTION F

SCOPE OF WORK AND TECHNICAL SPECIFICATION



SECTION 4: SCOPE OF WORK AND TECHNICAL SPECIFICATION

CONTENTS

Section 4.1	Description of the Works
Section 4.2	Health and Safety Requirements and Procedures



4.1 DESCRIPTION OF THE WORKS

4.1.1 Project Information

The Department of Human Settlements has projects in its business plan that requires the services of contractors who are accredited with National Home Builders Registration Council (NHBRC) to undertake housing delivery projects in order to eradicate housing backlog in the Free State Province.

The purpose of this bid is to appoint a contractor who will implement the project to create sustainable human settlement developments through quality and durable residential products that comply with minimum standards and giving effect to the objectives of the Housing Act, 1997 remains a Government objective. This is confirmed by the provisions of the Housing Act, 1997. Section 1(vi) of the Housing Act, 1997

4.1.2 Location

The project will be implemented in the five districts of the province.

4.1.3 Cost structure

The cost structure is determined according to current human settlements housing unit quantum. The Department will not accept the bids amounting to exceeding the current 2023-2024 subsidy quantum. **Bids below 80 % will not be considered. The Department reserves the right to negotiate.**

4.1.4 Scope of work

The projects consist of different units, 40m², 45m², 50m² and 55m² in size, some of these units will require demolishing and rebuilding, completing of the existing structure and new housing units. It is envisaged that the contract will be completed over a period of two financial years starting in the 2023/24 and 2024/2025. All the different unit sizes must be priced and failure to price all the work will render the bid incomplete and will be disqualified.

The contractor to appoint an Engineer to carry out all the Engineering work in the projects including inspections of work and sign all the required documents that should be signed by an Engineer. In some areas there might be a need of conducting a geotechnical investigation report, the report should meet the NHBRC GFSSH-2 requirements by the contractor's engineer.

Scope of work for a contractor shall include, but not be limited to the following:

- i) To undertake geotechnical engineering report that meet NHBRC GFSSH-2 requirements in areas where there is no geotechnical report for the design of foundations and enrolment with NHBRC, the report should be submitted to the Department.
- ii) To design different sizes housing plans (40m², 45m² for disabled, 50m² and 55m² for disabled), the designs must meet all the technical requirements.
- iii) To undertake site preparation, detailed planned sequencing of activities, overall management of the construction works within time, cost and ensuring quality
- iv) To undertake construction of BNG housing units in accordance with technical specifications attached hereto as Annexure A - (FSHS Norms and Standards for IRDP Top Structure).
- v) To undertake construction, project management and reporting to the Department's representatives and other relevant stakeholders;
- vi) To empower the local community through project implementation; and sub-contracting
- vii) Demolishing of previously done work where necessary and making sure all safety precautions are adhered to and rubble removed from site.
- viii) To undertake cleaning and removal of rubble from site after completion of the works.
- ix) Doing all the design and plans to be submitted to the Municipality and NHBRC for approval.

4.1.3.1 OUTPUTS/ DELIVERABLES

- i) Completed housing units in line with Free State of Human Settlements specification;
- ii) Submission of master programme and sectional construction programme;
- iii) Approved completion of site preparation;
- iv) Submission of progress reports (i.e. foundation, wall plate, roof, finishes) on a weekly basis;
- v) Approved completion of the construction of the allocated units as per specifications (**Happy Letter**);



- vi) Completion and submission of project administration, contract documentation and project close out report in accordance with the relevant standards and procedures for professional practice, and contracted scope of work; and
- vii) Submission of copies of quality assurance reports and occupational certificates.
- viii) Signing of all documents for each unit to receive a Final Unit Report (FUR) from NHBRC.

4.1.4 Technical specification

The technical specification is attached as ANNEXURE A.

4.2 HEALTH AND SAFETY REQUIREMENTS AND PROCEDURES

In terms of the provisions of Section 37(2) of the Occupational Health and Safety Amendment Act, 1993 (Act 85 of 1993) hereinafter referred to as the Act, the following arrangements and procedures shall apply between the Contractor and the Employer to ensure compliance by the contractor with the provisions of the Act:

- (i) *The contractor undertakes to acquaint the appropriate officials and employees of the contractor with all relevant provisions of the Act and the Regulations promulgated in terms of the Act.*
- (ii) *The contractor undertakes that all relevant duties, obligations and prohibitions imposed in terms of the Act and Regulations on the contractor will be fully complied with.*
- (iii) *The contractor accepts liability for such due compliance with the relevant duties, obligations and prohibitions imposed by the Act and Regulations.*
- (iv) *The contractor agrees that any duly authorised officials of the Employer shall be entitled, although not obliged, to take such steps as may be necessary to monitor that the contractor has conformed to his undertakings as described in paragraphs (i) and (ii) above, which steps may include, but will not be limited to, the right to inspect any appropriate site or premises occupied by the contractor, or any appropriate records or safety plans held by the contractor.*
- (v) *The contractor shall be obliged to report forthwith to the Employer and Employer's Representative any investigation, complaint or criminal charge which may arise as a consequence of the provisions of the Act and Regulations, pursuant to work performed in terms of this Contract, and shall, on written demand, provide full details in writing, to the Employer and Employer's Representative, of such investigation, complaint or criminal charge.*
- (vi) *The contractor shall furthermore, in compliance with Constructional Regulations 2014 (dated 07 February 2014) to the Act acquaint himself with the requirements of the Employer's health and safety specification as laid down in regulation 4(1)(a) of the Construction Regulation 2014, and prepare a suitably and sufficiently documented health and safety plan as contemplated in regulation 5(1) of the Construction Regulation 2014 for approval by the Employer or his assigned Representative. The Contractor's health and safety plan and risk assessment shall be submitted for approval, to the Employer or his Representative, within 14 days of the Commencement Date and shall be implemented and maintained from the commencement of the Works. The contractor shall at all times be responsible for full compliance with the approved plan as well as with the Construction Regulations and no extension of time will be considered for delays due to non-compliance with the abovementioned plan*
- (vii) *The Employer, or his assigned Representative, reserves the right to conduct periodic audits, as contemplated in the Construction Regulations 2014, to monitor that the contractor is compliant in respect of his obligations. Failure by the Contractor to comply with the requirements of these Regulations shall entitle the Employer's Representative, at the request of the Employer or his Representative, to suspend all or any part of the Works, with no recourse whatsoever by the Contractor for any damages incurred as a result of such suspension, until such time that the Employer or his Representatives are satisfied that the issues in which the contractor has been in default have been rectified.*
- (viii) *The proposed type of work, materials to be used and potential hazards likely to be encountered on this Contract are detailed in Section 4.3: Construction, the Bill of Quantities, the Drawings, and in the Employers' Health and Safety Specification (Regulation 4(1) of the Construction Regulations 2014), which is attached under C3.8.*

Payment items are included in the Bill of Quantities to cover the contractor's cost for compliance with the OHS



Act and the abovementioned regulations.

4.5.2 PROTECTION OF THE PUBLIC

The contractor shall at all times ensure that his operations do not endanger any member of the public. As the area is adjacent to a residential area the contractor shall take special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing.

4.5.3 BARRICADES AND LIGHTING

The contractor must take all special precautions to prevent public access to any danger areas on the Works, e.g. by temporary barricades and/or fencing. The Contractor shall maintain barricades and/or fencing for the duration of the Contract.

The construction site must be secure and it is the responsibility of the contractor to ensure the safety of his staff and all visitors to the site.

TRAFFIC CONTROL ON ROADS

4.5.4 The contractor may use the existing roads for the hauling of materials to or from site, but he will be held responsible to clear any spillage caused by his activities on or near the roads by whatever means necessary and immediately. No additional payment will be made for the clearance of spillage and all other relevant costs.

Where work operations are to be executed close to site activities, the contractor shall ensure that at all times pedestrian, and vehicle access are provided.

4.5.6 MEASURES AGAINST DISEASE AND EPIDEMICS

The contractor has to take cognizance of his construction activities in the works area and therefore must ensure the safety of his workers at all times.

4.5.7 AIDS AWARENESS

Toolbox talks will be initiated on site and an item is included for awareness programmes.



ANNEXURE A

TECHNICAL SPECIFICATION



SECTION G

BILL OF QUANTITIES



ANNEXURE B

BILL OF QUANTITIES



SECTION H

GENERAL CONDITIONS OF CONTRACT



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>1. Definitions</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</p>
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	<p>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.</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>
2. Application	<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>
3. General	<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 www.treasury.gov.za</p>
4. Standards	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
5. Use of contract documents and information; inspection.	<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> <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.</p> <p>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.</p>
6. Patent rights	<p>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.</p>
7. Performance security	<p>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.</p> <p>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.</p> <p>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:</p> <p>(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</p> <p>(b) a cashier's or certified cheque</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>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.</p> <p>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.</p> <p>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.</p> <p>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</p>



	<p>with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>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.</p> <p>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.</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>
9. Packing	<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>
10. Delivery and documents	<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>
11. Insurance	<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>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<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"> (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,



	<p>provided that this service shall not relieve the supplier of any warranty obligations under this contract; and</p> <p>(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.</p> <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>
14. Spare parts	<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> <p>(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</p> <p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
15. Warranty	<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>
16. Payment	<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>



	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.
	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.
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	<p>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:</p> <ul style="list-style-type: none"> (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. <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>	
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the 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	<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>	
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	<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> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>	
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	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>	
32. Taxes and duties	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.</p>	



		This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	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.