

Description of the service	APPOINTMENT OF A FORENSIC AUDITING FIRM TO CONDUCT INDEPENDENT QUALITY ASSURANCE OF GRADE 7 – 9 CONTRACTOR APPLICATIONS FOR A PERIOD OF 12 MONTHS
Date of issuance	11/11/2025
Closing date and time	11/12/2025 @11:00
RFP number	CIDB/011/2526
Telephone number	012 482 7200

CONTACT PERSONS

All enquiries may be directed to:	Desiree Muvenda 012 482 7310 DesireeM@cidb.org.za
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TERMS

Delivery terms	RFPs response documents to be deposited in the box situated at delivery address
Validity period	90 days
Non- Compulsory briefing session	Not Applicable

LOGISTICAL (DELIVERY) INFORMATION

Name of the Office	Construction Industry Development Board (cidb)
Contact Telephone Number	012 482 7200
Physical street address	1267 Gordon Hood Road, Centurion, Pretoria, South Africa Next to Centurion Mall and Anew Hotel
City and Province	Centurion, Gauteng

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1. INVITATION TO BID (SBD 1)

Bidder's Information

Name of Company	
Physical address	
Postal Address	
Telephone number	
e-mail address	
VAT number	
Total Bid Price	

Bidder Compliance Status

Tax Compliance PIN		OR	Central Supplier Database number	MAAA
B-BBEE Status Level Verification Certificate		OR	B-BBEE Status level sworn affidavit	

PLEASE NOTE: A valid B-BBEE status level verification certificate / sworn affidavit (for EME's and QSE's) must be submitted in order to qualify for preference points for specific goals.

	YES	NO
Is the entity a resident of the Republic of South Africa (RSA)?		
Does the entity have a branch in the RSA?		
Does the entity have a permanent establishment in the RSA?		
Does the entity have any source of income in the RSA?		
Is the entity liable in the RSA for any form of taxation?		
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)		

1.1. Bid Submission Requirements

- 1.1.1. Bids must be delivered by the stipulated closing date and time to the correct address.
- 1.1.2. No late submissions will be accepted by the cidb
- 1.1.3. All bidders are required to accept the general conditions of contract (GCC) and, if applicable any special conditions of contract
- 1.1.4. Signing requirements of a consortium or joint venture
- 1.1.5. Proposals submitted by a consortium, or a joint venture shall be signed by the lead Member so as to legally bind all the constituent members of the consortium.
- 1.1.6. Proof of the authorisation of the lead Member to act on behalf of the consortium or a joint venture shall be included in the proposal submitted.
- 1.1.7. The lead Member shall be the only authorised party to make legal statements and receive instruction for and on behalf of any and all partners of the consortium or the joint venture.
- 1.1.8. A copy of the agreement entered into by the consortium partners or the joint venture partners for the formation of the consortium or joint venture shall be submitted with the Proposal.
- 1.1.9. The consortium/joint venture must submit a consortium/joint venture BBBEE certificate.
- 1.1.10. In addition, every signatory shall make a written declaration to the effect that all documentation signed by him or her is factually correct and true.

1.2. Bid Submission Instructions

- 1.2.1. The cidb provides the information which is contained in or sent with this RFP or which is made available in connection with any further enquiries or in subsequent Briefing Notes, in good faith.
- 1.2.2. This document (which expression shall include all other information, written or oral, made available during the procurement process) is being made available by the cidb to potential Bidders on the condition that it is used solely for this procurement process and for no other purpose. The cidb is not obliged to accept any response to this RFP.
- 1.2.3. Bidders to this RFP will be deemed to have satisfied themselves as to the authority of the cidb to procure the Project and to be fully acquainted with the laws of South Africa (including without limitation all statutes and regulations on a national, provincial and municipal level).

- 1.2.4. Bidders are therefore, at any stage of the Project, not entitled to request any additional information, advice or opinion from any of the officials of the cidb.
- 1.2.5. Each Bidder to whom this RFP (and other related documents) is made available must make his, her or its own independent assessment of the Project.
- 1.2.6. While reasonable care has been taken in preparing this RFP and other related documents, it does not purport to be comprehensive or to have been verified by the cidb, its officials, employees, advisors or any other person. The cidb, its officials, employees or any of its advisors do not accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in this RFP or other related documents.
- 1.2.7. No representation or warranty, express or implied, is or will be given by the cidb, or any of its officers, employees, servants, agents or advisors with respect to the information or opinions contained in this RFP or other related documents. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.
- 1.2.8. The cidb reserves the right to amend, modify or withdraw this RFP, or to amend, modify or terminate any of the procedures or requirements of the RFP at any time and from time to time, without prior notice and without liability to compensate or reimburse any Bidder.
- 1.2.9. If any Bidder or Bidder, its employees, advisors or agents make or offer to make any gift to any public official or employee of the cidb, consultant to the cidb on the Project either directly or through an intermediary then, such Bidders or Bidder will be disqualified forthwith from participating in the procurement of the Project.

1.3. Bid Submission Conditions

- 1.3.1. The original proposal will be the legal and binding document that will be used for the purposes of evaluation. The cidb will not assume any liability for disqualifying a bidder due to the information not being contained in the original proposal submitted by the bidder.
- 1.3.2. The successful bidder will be required to enter into a written contract for the delivery of the goods / services / works awarded to them.
- 1.3.3. The cidb reserves the right to disqualify any Bid/proposal that is not submitted in accordance with any of the instructions prescribed above.
- 1.3.4. The cidb reserves the right to request the administrative returnable documents after the closing date and time, in instances where the Bidder has not returned the documents. However, the cidb is under no obligation to request such documents or information and may elect to disqualify the Bidder that has not returned the requisite document.

- 1.3.5. The cidb reserves the right to conduct a due-diligence exercise to evaluate the Bidder's capabilities to meet the requirements specified in the RFQ and supporting documents
- 1.3.6. Where applicable, The cidb reserves the right to conduct benchmarks on prices and/or product/services offered during and after the evaluation
- 1.3.7. Where the RFP calls for already available solutions, bidders who offer to provide future based solutions will/may be disqualified.
- 1.3.8. Failure or neglect by the cidb to (at any time) enforce any of the provisions of this RFP shall not in any manner, be construed to be a waiver of any of the cidb's rights in that regard and in terms of this RFP. Such failure or neglect shall not, in any manner, affect the continued, unaltered validity of this RFP or prejudice the right of the cidb to institute action or to exercise any other right available to the cidb by law

1.4. Tax Compliance Requirements

- 1.4.1. Bidders must ensure compliance with their tax obligations.
- 1.4.2. Bidders are required to provide their unique personal Identification Number (PIN) issued by SARS to enable the cidb to verify the taxpayer's profile and tax status.
- 1.4.3. Application for Tax Compliance Status (TCS) may be made via e-filing through the SARS website, www.sars.gov.xza
- 1.4.4. Bidders may also submit a hard copy TCS certificate with their bid
- 1.4.5. In bids where a consortium, joint venture or sub-contractors are involved, each part must submit a separate TCS PIN / CSD registration number
- 1.4.6. No bids will be accepted from government employees, companies with directors who are government employees or closed corporations with members who are government employees.

1.5. RFP Liaison Structure

1.5.1. The cidb has implemented a liaison structure whereby the Project has been allocated a Project Officer..

- 1.5.1.1. Bidders are advised to address all correspondence relating to this Project to the following people as indicated below:

Technical Queries and Bidding Process: Desiree Muvenda

Telephone: +27(12) 482 7310

E-mail: DesireeM@cidb.org.za

1.5.2. All correspondence from the Bidder should be addressed to the Project Officer and must be signed by an authorised person or persons, legally binding the Bidder. All such signatures must indicate the name(s) of the person(s) signing them, their position(s) and the name of their organisation.

1.5.3. Any additional information, responses to queries and/or changes to the RFP will be communicated to Bidders in the form of Briefing Notes. Bidders are advised to ensure that they have received all issued Briefing Notes.

1.5.4. Bidders may ask for clarification on this RFP invite up to 5 (five) business days before the closing date specified for this RFP.

1.6. Proposal Validity

1.6.1. Validity Period

Proposals shall remain valid and open for acceptance for a period 90 days from the closing date, and any agreed extension of the validity period.

1.6.2. Extensions to the Validity Period

The cidb may, in exceptional circumstances, request the Bidder for an extension of the validity period, prior to the expiry of the original proposal validity period. The request and the response thereto shall be made in writing. A Bidder agreeing to the request will not be permitted to modify its Proposal.

1.7. Non-Compulsory briefing session

1.7.1. There will be no briefing session for this tender.

1.8. Qualification and Evaluation

1.8.1. Evaluation Structure

The cidb has formed a series of bodies to undertake the evaluation process against the stated evaluation criteria. There will be a 3 (three) tier approach, being:

1.8.1.1. The Bid Evaluation Committee, comprised of officials from the cidb and any other government official(s) or external expert(s), who may be appointed by the Accounting Officer in writing, to provide professional advice and input regarding the, technical, financial, and BBBEE aspects of the proposals, reporting to the delegated authority. The Bid Evaluation Committee, assisted by its sub-committees on technical, financial, and BBBEE aspects, shall evaluate the proposals received from the Bidders.

1.8.1.2. The Delegated Authority will consider the recommendations from the Bid Evaluation Committee on the Successful Bidder. The delegated authority will, on the basis of the recommendations received from the Bid Evaluation Committee, further recommend to the Accounting Officer the outcome of the Bid Evaluation Committee's report.

1.8.1.3. The Accounting Officer reserves the right to modify and amend the above procedures, subject to applicable law at its discretion in appropriate circumstances. Bidders will be notified of any material changes.

1.8.2. Evaluation Approach

1.8.2.1. The cidb has adopted a Four (4) stage approach in assessing, analysing and evaluating Proposals, being:

- 1.8.2.1.1. **First stage:** Mandatory Requirements Evaluation
- 1.8.2.1.2. **Second stage:** Administrative Requirements Evaluation
- 1.8.2.1.3. **Third stage:** Functionality Evaluation
- 1.8.2.1.4. **Fourth stage:** Price and Preferential Procurement

Table 1: First Stage Mandatory Requirements Evaluation

No	Document that must be submitted	Yes/No	Non-submission <u>MAY</u> result in disqualification?
1.	Proof of registration with the Association of Certified Fraud Examiners (ACFE) or similar body of the Lead Forensic Investigator/Auditor	Yes	Submit proof of registration.
2.	Proof of registration as an Accountant in practice with the South African Institute of Professional Accountants (SAIPA) or similar body	Yes	Submit proof of registration.

Table 2: Second Stage Administrative Requirements Evaluation

No	Document that must be submitted	Yes/No	Non-submission <u>MAY</u> result in disqualification?
1.	SDB 1 - Tender notice and invitation to bid. Provide MAAA number.	Yes	Complete and sign the <u>supplied pro forma document</u>
2.	SBD2 – Tax compliant with SARS	Yes	SARS (to be verified through CSD or SARS). Attach a copy of Tax Compliance status Pin.
3.	SBD3.1 – Pricing data	Yes	Submit full details of the pricing proposal
4.	SBD4 – Bidders Declaration	Yes	Complete and sign the <u>supplied pro forma document</u>

5.	SBD 6.1 – Preference Points Claim form.	No	<p>A certified copy of B-BBEE status level verification certificate or an original sworn affidavit signed by the EME representatives AND attested by Commissioner of Oath</p> <p>Non-submission will lead to a zero (0) score on BBEE (if applicable)</p> <p><u>Attach in the Annexure provided.</u></p>
6.	Certificate of Authority for signatory /Delegation of authority	Yes	Complete and sign the <u>supplied pro forma document</u>
7.	Record of Addenda issued (if any)	Yes	Complete and sign the <u>supplied pro forma document</u>
8.	Proof of registration with the National Treasury Central Supplier Database	No	<p>The bidder 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 proposal. Visit https://secure.csd.gov.za/ to obtain your vendor number.</p> <p>Submit proof of registration in the Annexure provided.</p>
9.	<p>Active Registration with Company Intellectual Property Commission</p> <p>Certified copies of South African Identity Documents or Valid Passports of Members. Directors / owner (In a case of a sole proprietor or Partnership)</p>	No	<p>(to be verified through CSD and CIPC). Attach a copy of CIPC/CIPRO certificate.</p> <p>Attach certified copies in the Annexure provided</p>
10.	A Joint Venture Agreement (in case of a Joint Venture)	No	Attach Joint Venture agreement in the Annexure provided

Table 2: Third Stage Functionality Evaluation

Quality criteria	Description of quality criteria and sub criteria	Maximum points																		
<p>EXPERIENCE OF THE ORGANIZATION</p>	<p>The bidders must demonstrate experience and exposure in providing similar forensic investigation/auditing services in the public or private sector in the past 5 years.</p> <p>Bidders must provide a list of projects demonstrating experience. It is at the discretion of the cidb to reject the project as not relevant, therefore proper project descriptions must be given. The list of projects MUST be in the following format:</p> <table border="1" data-bbox="368 499 1157 719"> <thead> <tr> <th>No.</th> <th>Client name</th> <th>Nature of services provided (detailed)</th> <th>Contract duration</th> <th>Contract value</th> <th>Contact person and details of client</th> </tr> </thead> <tbody> <tr> <td>1.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> <tr> <td>2.</td> <td></td> <td></td> <td></td> <td></td> <td></td> </tr> </tbody> </table> <p>Points will be allocated as follows:</p> <p>1 project = 8 points 2 projects = 16 points 3 projects = 24 points 4 projects = 32 points 5 projects = 40 points</p> <p>Failure to complete this Annexure or if information requested is not provided in full as per Annexure, a score of zero points will be allocated for functionality in the evaluation criteria .</p>	No.	Client name	Nature of services provided (detailed)	Contract duration	Contract value	Contact person and details of client	1.						2.						<p style="text-align: center;">30</p>
No.	Client name	Nature of services provided (detailed)	Contract duration	Contract value	Contact person and details of client															
1.																				
2.																				
<p>KEY PERSONNEL EXPERIENCE</p>	<p>Experience of a Lead Forensic Investigator/Auditor in managing forensic investigation/auditing contracts in large private or public sector entities. Points will be awarded as follows:</p> <p>1 to 5 years = 5 points 6 to 9 years = 10 points 10 years and above = 15 points</p> <p>Experience of an Accountant in reviewing financials statements. Points will be awarded as follows:</p> <p>1 to 5 years = 5 points 6 to 9 years = 10 points 10 years and above = 15 points</p>	<p style="text-align: center;">30</p>																		
<p>METHODOLOGY</p>	<p>Provide a methodology which include the detailed plan with timeliness on how the bidder will manage the quality assurance of applications in terms of the following:</p> <ul style="list-style-type: none"> (i) Public sector contracts/projects (ii) Private sector contracts/projects, including subcontracted work (iii) Private sector contracts/projects (iv) Financial statements (v) Bank statements <table border="1" data-bbox="368 1877 1300 2040"> <thead> <tr> <th>Score</th> <th>Technical approach and methodology</th> </tr> </thead> <tbody> <tr> <td>Poor (Score 0 to 10)</td> <td><i>The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the</i></td> </tr> </tbody> </table>	Score	Technical approach and methodology	Poor (Score 0 to 10)	<i>The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the</i>	<p style="text-align: center;">40</p>														
Score	Technical approach and methodology																			
Poor (Score 0 to 10)	<i>The technical approach and / or methodology is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the</i>																			

		<i>scope of work and does not deal with the critical aspects of the project.</i>	
	Satisfactory (Score 11 to 20)	<i>The approach is generic and not tailored to address the specific project objectives and methodology. The approach does not adequately deal with the critical characteristics of the project. The quality plan, manner in which the quality assurance activities are to be executed, is too generic.</i>	
	Good (Score 21 to 30)	<i>The approach is specifically tailored to address the specific project objectives and methodology and is sufficiently flexible to accommodate changes that may occur during execution. The quality plan and approach to managing risk etc is specifically tailored to the critical characteristics of the project.</i>	
TOTAL EVALUATION POINTS FOR FUNCTIONALITY			100

Table 3: Fourth Stage: Price Evaluation

- (a) Subsequent to the evaluation of essential minimum Criteria and functional criteria, the third stage of evaluation of the pricing will be in respect of price and preferential procurement only.
- (b) Bidders who obtained less than the **minimum threshold of 80 points** will be declared non-responsive and therefore will not be eligible for evaluation of Price and Preference procurement.
- (c) In terms of regulation 4 of the Preferential Procurement Regulations pertaining to the Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), responsive bids will be adjudicated by the State on the 80/20-preference point for Specific goals in terms of which points are awarded to bidders on the basis of:
- (i) The bid price (maximum 80 points)
 - (ii) Specific goals (maximum 20 points)
- (d) The following formula will be used to calculate the points for price in respect of bidders.

80/20

$$P_s = 80 \left(1 - \frac{P_t - P_{min}}{P_{min}} \right)$$

Where:

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

P_{min} = Price of lowest acceptable bid

Table 4: Fourth Stage Preferential Procurement Evaluation

	Specific goals	Points	Required proof/ documents to be submitted for evaluation purposes
1.	51% owned by people who are black women (ownership)	5	<ul style="list-style-type: none">• Company Registration Certification (CIPC)• Certified identification documentation of company director/s• CSD report/ CSD registration number (MAAA number)
2.	51% owned by Black people (ownership)	5	
3.	30% owned by black youth (ownership)	5	
4.	5% owned by people living with disabilities	5	

***NB: Points will be allocated based on % ownership to the Company (main bidding entity). Please attach proof/ required documents.**

1.8.3. Determination and announcing of Successful Bidder

The cidb, through the accounting officer shall determine and select a Successful Bidder, after having considered the recommendations prepared by the Quotation Evaluation Committee and the report(s) of the Delegate Authority based on the Quotation Evaluation Committee's recommendations.

1.9. Confidential Information

- 1.9.3. Bidders agree to keep information provided pursuant to this RFP confidential ("**Confidential Information**").
- 1.9.4. All Confidential Information provided (including all copies thereof) remains the property of the cidb and must be delivered to the cidb on demand.
- 1.9.5. By receiving this RFP each Bidder and each of its Members agree to maintain its submission in response to this RFP confidential from third parties other than the cidb and its officials, officers and advisors who are required to review the same for the purpose of the procurement of the Project.
- 1.9.6. The Confidential Information provided by the cidb may be made available to a Bidder's Relevant Entity, members, employees and professional advisors who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality).
- 1.9.7. Bidder's Relevant Entity, members, employees and professional advisors shall not be entitled to, either in whole or in part; copy, reproduce, distribute or otherwise make available to any other party the Confidential Information without the prior written consent of the cidb.
- 1.9.8. The Confidential Information may not be used for any other purpose than that for which it is intended.

1.9.9. All Confidential Information provided (including all copies thereof) remains the property of the cidb and must be delivered to the cidb on demand.

1.10. Intellectual Property

All materials and data which are submitted by Bidders shall become the sole property of the cidb, with the exception of copyrighted material, trade secrets or other proprietary information clearly identified as such by Bidders.

1.11. Indemnity

Bidders shall be deemed by their submission of a proposal to agree to indemnify the cidb and hold it harmless from any claim or liability and defend any action brought or legal step against the cidb for its refusal to disclose materials marked confidential, trade secret or other proprietary information to any person seeking access thereto.

1.12. Governing laws and Rules

1.12.1. The primary enabling legislation for the Project is the PFMA together with the cidb Act, which regulate and create the competency of the cidb to procure and implement the Project.

1.12.2. This RFP is issued by the cidb in terms of the cidb Act and SCM read with the PFMA, as the formal step of the procurement process.

1.12.3. Procurement of the Project will be carried out following prescribed legislation, which includes the Constitution, the Preferential Procurement Policy Framework Act, Number 5 of 2000 and the PFMA.

1.12.4. Bidder's Responsibilities

1.12.4.1. If a Bidder identifies any ambiguities, errors or inconsistency between the various documents that form part of this RFP, the Bidders should notify the cidb and the cidb will provide clarification as to the intended position.

1.12.4.2. To the extent that any inconsistency exists between the terms of the General Conditions of Contract and any other provision in the RFP, but such inconsistency is not identified by any Bidder and/or clarified by the cidb prior to submission of the Bidder's Proposal, the terms of the General Conditions of Contract shall prevail.

1.12.5. Contact Policy

1.12.5.1. Bidders and their constituent Members, as well as their agents and advisors and related parties may not contact the employees, advisors of the cidb or any other cidb's official(s) who may be associated with this solicitation (other than the Project Officer), without the prior written approval of the Project Officer save in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such permitted contact, no party may make reference to this solicitation or procurement.

1.12.5.2. This no-contact policy does not apply to any information deemed to be in the public domain, or which is readily available from public bodies within the Republic of South Africa where such information is not Project specific and is not under the control of the cidb.

1.12.5.3. Bidders, Members, their agents, advisors and related parties may not contact the employees, advisors of the cidb or any of the cidb official(s) engaged in the Project, with a view to offering, whether directly or indirectly, any one or more of them an employment opportunity with the Bidder or any Member thereof.

1.12.6. Corruption

1.12.6.1. The cidb is committed to ethical and clean business practice and will not tolerate any impropriety in any respect and in particular with regard to the Project.

1.12.6.2. If any Bidder, Member or their employees, shareholders, representatives, advisors or agents make or offers to make any gift or other gratuity to any public official or employee of the cidb, relevant authority, or consultant to the cidb on the Project either directly or through an intermediary, the cidb reserves the right to terminate its relationship, without prejudice to any of Government's rights, with that Bidder or responsible party or entity.

1.12.6.3. The cidb and each Bidder must give an undertaking that everything possible would be done to avoid irregularities, bribery and corruption. The cidb reserves the right to appoint an independent probity auditor to monitor in this regard the procurement process and the activities during the contract period.

1.12.7. No partnership, No offer

1.12.7.1. This RFP initially is not an offer to enter into contractual relations but merely a solicitation of proposals to select a Successful Bidder and to conclude negotiations with such Successful Bidder. Thereafter the Successful Bidder together with the cidb shall enter into a Service Level Agreement.

1.12.8. Independent Submission

1.12.8.1. By responding to this RFP each Bidder and its constituent Members certifies that:

1.12.8.1.1. its proposal has been submitted independently, without consultation, communication, or agreement for restricting competition, with any other Bidder or to any other competitor or potential competitor.

1.12.8.1.2. unless otherwise required by law, the relevant proposal has not been knowingly disclosed by it and will not knowingly be disclosed by it prior to opening, directly or indirectly to any other Bidder, member of another Bidder or to any competitor or potential competitor; and

1.12.8.1.3. no attempt has been made or will be made by it to induce any other person or firm to submit a proposal for the purpose of restricting competition

1.12.8.1.4. The attention of each Bidder and their constituent Members is also drawn to Section 4(1) (b) (iii) of the Competition Act Number 89 of 1998, which prohibits 'collusive tendering'.

1.12.8.1.5. Any material failure on the part of a Bidder to comply with the Mandatory Response Requirements and Essential Minimum Requirements in this RFP, to the extent that same are not waived by the cidb, may result in a proposal being treated as non-compliant. Non-compliant responses may be rejected without being further evaluated.

1.12.9. Grounds for Disqualification

1.12.9.1. The following events, in addition to any other events contained in this RFP, constitute (without being exhaustive) grounds upon which a Bidder (or if appropriate in the cidb's determination, any Member thereof) may be disqualified at any stage of the Project procurement process:

1.12.9.1.1. an infringement of the confidentiality undertaking by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member.

1.12.9.1.2. past, present, or future participation by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member in any activity which may constitute corruption, bribery or impropriety, during the Project procurement process, or any other government procurement process.

1.12.9.1.3. an infringement by any Bidder, Member or any director, officer, agent, trustee or advisor of the Bidder and/or Member of any one or more of the provisions of Contact Policy, Independent Submission, or Corruption or any portion of such section(s).

1.12.9.1.4. Any Bidder and/or their constituent Member(s) that engages or communicates with any of the officials, agents or advisors to the Project on any matter concerning the Project at any time during the Project procurement process, without due authority of the Project Officer, shall be disqualified from further participation in the procurement process.

1.12.9.1.5. Bidders are required to submit correct and true information. Failure to provide correct and true information constitutes a ground for disqualification.

1.12.9.1.6. Any change in composition, control or structure of a Bidder or any one or more of its Members from that set out in their response to the RFP, without the prior written consent for the cidb constitutes a ground for disqualification.

1.12.10. Undertaking by Bidders

1.12.10.1. By signing a submission in response to this RFP, each Bidder signatory warrants that save as disclosed in writing to the cidb, the response to the RFP and the information supplied by it (and its constituent members) remains true and warrants further that, save for any disclosures in writing to the cidb, each Member of the Bidder has:

- 1.12.10.1.1. not passed a resolution nor is the subject of an order by the court for the company's winding-up.
- 1.12.10.1.2. not been convicted of a criminal offence relating to the conduct of its business or profession.
- 1.12.10.1.3. not committed an act of grave misconduct in the course of its business or profession.
- 1.12.10.1.4. fulfilled obligations relating to the payment of taxes under the laws of the Republic of South Africa.
- 1.12.10.1.5. not made any misrepresentation in providing any of the information required in relation to the above; and
- 1.12.10.1.6. not had any of their directors and/or shareholders listed on the Register of Tender Defaulters in terms of the Prevention and Combating of Corrupt Activities Act Number 12 of 2014, as a person prohibited from doing business with the public sector.

1.13. Forms for Contract Administration

1.13.1. General Conditions of Contract

1.13.1.1. Any award made to a Service Provider(s) under this bid is conditional, amongst others, upon:

1.13.1.1.1. The Service Provider(s) accepting the terms and conditions contained in the General Conditions of Contract as the minimum terms and conditions upon which the cidb is prepared to enter into a contract with the successful Bidder(s).

1.13.1.1.2. The Service Provider(s) submitting the General Conditions of Contract to the cidb together with its bid, duly signed by an authorised representative of the Service Provider.

1.13.2. Service Level Agreement

1.13.2.1. Upon award, the cidb and the successful Bidder(s) will conclude a service level agreement regulating the specific terms and conditions applicable to the services being procured by the cidb, more or less in the format of the draft MSA included in this tender pack.

1.13.2.2. The cidb reserves the right to vary the proposed terms and conditions of the draft MSA during the course of negotiations with the successful Bidder(s) by amending or adding thereto.

1.13.2.3. Bidders are requested to:

1.13.2.3.1. Comment on the terms and conditions set out in the draft MSA and where necessary, make proposals to the terms and conditions.

1.13.2.3.2. Each comment and/or amendment must be explained; and

1.13.2.3.3. All changes and/or amendments to the Services Level Agreement must be in an easily identifiable colour font and tracked for ease of reference.

1.13.2.4. The cidb reserves the right to accept or reject any or all amendments or additions proposed by the successful Bidder(s) if such amendments or additions are unacceptable to the cidb or pose a risk to the organisation.

1.14. Format of submissions

1.14.1.1. Bidders are requested to submit their bids in a clearly structured way. All parts of the proposal are to be clearly headed, pages should be numbered, and a detailed content listing is to be provided. The bids should follow a consistent numbering system (volumes, sections, headings, paragraphs, sub-paragraphs, etc.) that allows for easy cross-referencing, both within the proposal and also in terms of clarification questions, etc.

1.14.1.2. All proposals should be submitted in the format as prescribed (in PDF and MS Word) and according to the following instructions:

1.14.1.2.1. (one) original printed and in an arch lever file

1.14.1.2.2. Only proposals completed in English will be accepted.

1.14.1.2.3. The onus is on the Bidder to submit all relevant information.

1.14.1.2.4. Bidders are requested to avoid unnecessary duplication or repetition of information, and **not to submit irrelevant information.**

1.15. Identification of proposal document

Bidders should prepare and submit proposals that are clearly and visibly identifiable as a Proposal for Tender Number **CIDB/011/2526** and include the following information on the outside of the Proposal:

Name of the Bidder;

Tender number;

Bid description;

“Original” or “Copy” clearly indicated;

Date of submission; and

Identification of each Proposal parcel.

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.....

NOTE

Blacklisted companies appearing on the National Treasury database and prohibited from conducting business with public entities, shall not be considered.

For verification, cidb reserves the right to conduct site visits and interview officials whose CVs have been submitted as part of this bid.

Late bids or part thereof, shall not be considered.

2. SCOPE OF WORK - ANNEXURE “A”

2.1. CLIENT’S / EMPLOYER’S OBJECTIVES

The cidb is a Schedule 3A public entity under National Department of Public Works and Infrastructure (DPWI) with a mandate to:

- 2.1.1. Provide strategic leadership to construction industry stakeholders developing effective partnership for growth, reform and improvement of the construction sector.
- 2.1.2. Promote sustainable growth of the construction industry and the sustainable participation of the emerging sector in the industry.
- 2.1.3. Promote improved performance and best practice of public and private sector clients, contractor and other participants in the construction delivery process.
- 2.1.4. Promote procurement and delivery management, the uniform application of policy throughout all spheres of government, uniform and ethical standards including a code of conduct.
- 2.1.5. Establish the registration of projects and contractors and other suppliers, to systematically regulate and monitor the performance of the industry and its stakeholders for sustainable growth, delivery and empowerment and for improved performance and capability.
- 2.1.6. Promote a regulatory and developmental framework that builds the construction delivery capability for South Africa’s social and economic growth; and delivers to globally competitive standards.

The purpose of this bid is to appoint a suitably qualified service provider with forensic auditing experience to provide independent quality assurance of grade 7 – 9 contractor applications for a period of 12 months.

2.2. BACKGROUND

- 2.2.1. The Registrations Sub-Unit, located within the Functional Operations Unit, comprises the Register of Contractors (RoC) which has been established in terms of the CIDB Act (Act 38 of 2000).
- 2.2.2. This register forms the basis of the first phase towards shaping and reflecting progress in the capability and transformation of the South African construction industry.
- 2.2.3. The Register of Contractors promotes an enabling development framework for construction industry capacity, infrastructure delivery and growth. It offers employers and contractors great benefits in identifying opportunities, challenges and growth sectors within the construction industry.
- 2.2.4. The Register of Contractors grades and categorizes contractors according to financial and works capability.

- 2.2.5. It is mandatory for public sector clients to apply the Register of Contractors when considering construction works tenders.
- 2.2.6. The Register of Contractors facilitates public sector procurement and serves as a framework for contractor development.
- 2.2.7. The Register of contractors must be applied to all public sector construction works contracts with a minimum value of R30 000 including VAT.
- 2.2.8. Benefits of the Register of Contractors (RoC):
- support risk management in the tendering process
 - reduce the administrative burden associated with the award of contracts
 - reduce tendering costs to both clients and contractors
 - enable effective access by the emerging sector to available work, as well as development opportunities
 - assess the performance of contractors in the execution of contracts and thus provide a record of performance for contractors
 - promote minimum standards and best practice of contractors
 - store and provide data on the size and distribution of contractors operating within the industry, and on the performance and development of contractors and target groups

2.3. DESCRIPTION OF THE SERVICES

The bidder is required to conduct independent quality assurance services of grade 7 – 9 contractor applications within 30 days post activation.

The CID Regulations stipulate that the CIDB must for the purpose of assessing an application for registration, take reasonable steps to verify the information submitted by a contractor in terms of this regulation.

Contractors are required to submit the following documents for the purpose of registration:

2.3.1. Works Capability

- i. Works capability submitted in the form of construction works contracts, namely track record, completed not older than five (5) years at the date of application.
- ii. Verification of all projects provided by the contractors in support of their registration with the relevant clients/employers, including main contractors in the case of subcontracts to ensure authenticity of the project description, scope of works, project value, award and completion dates.
- iii. The documents to be verified for legitimacy include, but not limited to, the following information:
 - Letter of award/contract.
 - Completion letter.
 - Final payment certificate/stamped bank statements.

- Joint Venture agreements.
- Sub-contract agreement.

2.3.2. **Financial Capability**

- i. Financial capability submitted in the form of Interim/Annual Financial Statements for the two (2) years immediately preceding the application.
- ii. Verification of interim/annual financial statements submitted by contractors for the purpose of registration to prove authenticity of the following:
 - The accounting officer compiled the interim/annual financial statements.
 - The accounting officer is registered with the relevant accounting body.
 - The highest turnover reflected on the financial statements is true and correct.
 - The Available Capital (AC) reflected on the financial statements, as defined in the Regulation, is true and correct.
 - The bank statements and/or VAT returns are authentic.

2.3.3. Where the Annual Financial Statements are not audited, turnover verification in a form of SARS VAT 201s and corresponding VAT statement of account or twelve (12) months bank statements must be submitted.

2.3.4. The project's main objective is to investigate and validate information provided by contractors for grading determination, resulting in the contractor being registered on the RoC system. The objective is further outlined as follows:

- i. Verify information like financial statements and completed project(s) as provided by the contractors for grading application.
- ii. Use various sources or contact Public or Private sector clients and request them to verify the authenticity of track record documents submitted (letter of award, payment certificate and completion certificate)
- iii. Verify the authenticity of the bank statements submitted by the contractor during the application by contacting the relevant bank and email the copy of bank statement submitted to the relevant banking institution.
- iv. Contact the Accounting Officer or Auditor for, verification of compilation of Financial Statements and the authenticity of copy submitted by the contractor. In addition, compare the copy of Financial Statements submitted by the contractor for grading determination with the copy submitted to SARS for returns.
- v. For projects that were used as subcontract projects, verification must be done with the main contractor through calling and/or sending verification emails to the main contractor.

2.3.4. The service provider is expected to utilise the services of Forensic and Financial and Audit Investigators who will be able to verify the true reflection of the financial statements and VAT

returns/Bank Statements submitted. In addition, the service provider will be expected to establish if project(s) submitted is a true works capability of the contractor and if the project(s) has been completed by the contractor. Within the scope and mandate of this investigation, the investigating team is expected:

- i. To review all grading supporting documentation used for the grading designation determination by the cidb, for the verification process.
- ii. If applicable to conduct telephonic interviews with the relevant persons within the Private or Public Sector departments for the verification of track record documents (letter of award, final payment certificate and completion certificate)
- iii. If applicable to conduct telephonic interview(s) with the main contractor for verification of subcontracted track record (subcontract agreement, final payment certificate and completion certificate)
- iv. If applicable, conduct telephonic interview(s) with the Accounting Officer/Auditor to confirm the authenticity of the Financial Performance and Position of the company and verify if the Financial Statements are a true reflection and that they were compiled by the Accounting Officer/Auditor.
- v. The investigation report to advise the cidb on potential gross negligence or criminal misconduct and the appropriate action the cidb can take to remedy the situation.
- vi. Site visits to the Accounting Officer/Auditor, Main Contractor, Private or Public Sector clients, may be conducted only on exceptional circumstances where either one of the aforementioned parties are not reachable after numerous attempts. The intention to conduct site visits must be approved by cidb.

2.3.5. The successful bidder shall:

- i. Conduct independent quality assurance through the sampling of grade 7 – 9 contractor applications.
- ii. Conduct independent quality assurance within 30 days after the file or case has been assigned for investigation.
- iii. Compile and submit monthly and quarterly reports detailing pending, in progress and completed with findings.
- iv. Schedule monthly meetings convened at the CIBD offices to present the report, findings and recommendations to the project steering committee.

2.3.6. Exclusions:

- i. Verified First National Bank (FNB) statements shall not be re-verified.
- ii. All rejected applications that have remained on their previously held grading level shall be excluded.

- iii. Applications for Moratorium shall be excluded.

Average number of applications activated per month:

Grade	Applications/month
7	60
8	30
9	15
Total	105

2.3.7. Support services

A suitable Registrations Official shall be made available to support and provide the appointed bidder with the following, training, prescripts and business documents:

- i. CIDB Act 38 of 2000
- ii. CID Regulations
- iii. Registrations End-to-End Process Document
- iv. Product training
- v. CRM system training
- vi. Registrations Standard Operating Procedure

2.3.8. Deliverables:

- i. Provide monthly and quarterly reports of all pending, in progress and completed contractor applications including all the findings within seven (7) days after the end of the month and quarter.

2.3.9. Service Delivery Management

Service delivery management is a critical function of the contract which will assist in managing the expectations of the parties of the SLA. The purpose is to ensure that cidb processes, policies and procedure are adhered to, in delivering external services. The role must:

- i. Respond to issues of contract management.
- ii. Provide oversight of service transitioning and support.
- iii. Ensure quarterly reporting and review of contract performance.
- iv. Ensure scheduled presentation of invoices according to agreed payment plans.

2.3.10. Technological Tools to Manage the Services

The service provider is expected to have the required technologies and resources to operate to operate on our systems.

2.3.11. Contract Transition

In the transition phase of the contract, cidb shall provide onboarding for the appointed bidder's personnel for a maximum period of one (1) month.

2.3.12. Penalty clauses

The appointed bidder shall enter into a Service Level Agreement with cidb. Lack of performance on the agreed SLA metrics will attract performance penalties.

2.3.13. Roles and Responsibilities

The service provider is responsible for ensuring that the correct skills are provided to support the contract and are within their employment. Details of team members working on the cidb contract and their role in the contract must be provided in the proposal.

2.3.14. Service Provider Engagement Model

- i. Any out-of-scope work shall be provided in line CIDB's contract management processes.
- ii. The cidb shall make a final ruling concerning the boundaries for the scope for services provided.
- iii. The bidder shall always maintain confidentiality independence and objectivity in the course of carrying out the quality assurance services.

2.3.15. Skills Composition

The team complement must include the highlighted roles but not limited to those:

- i. Account Manager
- ii. Certified Fraud Examiner
- iii. Accounting Professional

2.3.16. Approvals

The final document will be submitted to Manager: Registration Services for confirmation and Director: Construction Industry Regulation for review and approval of deliverables.

2.3.17. Access to land / buildings / sites

During the fieldwork, the successful bidder shall be provided with access to the cidb buildings.

The bidder shall be allocated with CRM system access as well as office space for the duration of their fieldwork.

2.3.21. planning and programming

The successful bidder shall present the project plan with timelines during the project initiation meeting and signoff.

3. FINANCIAL CONSIDERATION “ANNEXURE B”

3.1. PRICING INSTRUCTIONS

- 3.1.1. The bidder should ensure that all necessary cost required for the project for the period is spread out and included in the milestones or payment plan.
- 3.1.2. All costs will be stated, invoiced and paid in South African Rand and will be inclusive of VAT.
- 3.1.3. Payment of undisputed amounts will be effected by the cidb within thirty (30) days from the date of receipt of a valid tax invoice, provided that the cidb is satisfied that the Services for which payment is claimed have indeed been rendered and that such invoice is accurate, complete and meets the cidb’s invoicing requirements as more fully set out hereunder, which requirements may be subject to amendment by the cidb from time to time.
- 3.1.4. If the cidb disputes any invoiced amount (“the affected invoice”), then the cidb will, within ten (10) Business Days of receipt thereof, notify the Service Provider in writing, specifying the affected invoice, the particular disputed amount, and its reasons for such dispute. Such amounts will not be regarded as ‘payable’, provided such dispute is *bona fide*. If the Parties are unable to resolve such dispute, it will be referred for determination in accordance with the Arbitration clause

Table 5: Financial Proposal

Item description	Rate
Price per audited file	R
Total Amount excl. VAT	R
VAT	R
Total Bid Amount Incl. VAT	R

The above hours are estimates and payment will be made against the actual hours worked.

3.2. Invoicing Requirements

- 3.2.1. The Service Provider will furnish the relevant cidb Representative with an invoice. Such invoice will be accompanied by supporting documentation.

I/We, the undersigned, agree that this bidding price shall remain binding on me/us and open for acceptance for the period stipulated above.

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:

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

DATE.....

4. SERVICE LEVEL EXPECTATIONS “ANNEXURE C”

The following KPIs will be used to measure the performance of the contract.

The Service Provider will be expected to engage regularly and report to the Director: Research and Development.

The cidb reserves the right to vary the proposed Service Level Expectation during negotiations with the successful Bidder(s) by amending or adding thereto.

Key Service Area	Description of Service	Target	Frequency of Measurement	Weighting of Service (100%)
Conduct independent quality assurance	Review of activated applications with 30 days after activation	Percentage (to be agreed upon) of activated applications	As per the milestones to be agreed upon	60%
Reporting	Reporting on quality assured applications	100% of quality assured applications	On a monthly basis	40%

Performance Ranking:	_1_ Poor	_2_ Marginal	_3_ Average	_4_ Good	5 Excellent
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5. BIDDER'S DISCLOSURE (SDB 4)

5.1. 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.

5.2. Bidder's declaration

5.2.1. 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**

5.2.2. 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

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

5.2.4. If so, furnish particulars:

.....
.....

5.2.5. 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**

5.2.6. If so, furnish particulars:

.....

5.3. DECLARATION

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.

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:

- 5.3.1. I have read and I understand the contents of this disclosure;
- 5.3.2. I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 5.3.3. 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.
- 5.3.4. 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.
- 5.3.5. 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.
- 5.3.6. 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.
- 5.3.7. 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 5.1,5. 2 and 5,3 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.**

.....o.....
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.

6. PREFERENTIAL PROCUREMENT CLAIM FORM (SBD 6.1)

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.

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

6.1. General Conditions for the preference point systems

6.1.1. The following preference point systems are applicable to all bids:

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

6.1.2. To be completed by the organ of state

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

6.1.3. 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.

6.1.4. To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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

6.1.6. The cidb reserves the right to require of a Bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim with regards to preferences, in any manner required by the cidb.

6.2. 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).

6.3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

6.3.1. POINTS AWARDED FOR PRICE

6.3.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$\begin{array}{ccc} \mathbf{80/20} \text{ or} & & \mathbf{90/10} \\ P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) & \text{or} & P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \end{array}$$

Where:

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{\min} = Price of lowest acceptable bid

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

6.4.1. POINTS AWARDED FOR PRICE

6.4.1.1. THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

80/20

or

90/10

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

Where:

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

6.5. Points awarded for specific goals.

6.5.1. 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 bid. For the purposes of this bid the bidder 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:

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

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

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

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

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

Table 6: Specific goals

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
30% owned by people who are women (ownership)	5	
51 % owned by Black people (ownership)	5	
30% owned by youth (ownership)	5	
5% owned by people living	5	

with disabilities		

6.5.3. Name of company/firm.....

6.5.4. Company registration number:

6.5.5. TYPE OF COMPANY/ FIRM

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

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

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 6.1.4 and 6.4.2, 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 BIDDERS(S)

NAME AND SURNAME.....

DATE:

ADDRESS

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

7. GENERAL CONDITIONS OF CONTRACT (GCC)

7.1. Definitions

The following terms shall be interpreted as indicated:

- 7.1.1. **“Closing time”** means the date and hour specified in the tender documents for the receipt of Tenders.
- 7.1.2. **“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.
- 7.1.3. **“Contract price”** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 7.1.4. **“Corrupt practice”** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 7.1.5. **“Countervailing duties”** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 7.1.6. **“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.
- 7.1.7. **“Day”** means calendar day.
- 7.1.8. **“Delivery”** means delivery in compliance of the conditions of the contract or order.

- 7.1.9. **“Delivery ex stock”** means immediate delivery directly from stock actually on hand.
- 7.1.10. **“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 goods are so delivered and a valid receipt is obtained.
- 7.1.11. **“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.
- 7.1.12. **“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.
- 7.1.13. **“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 Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 7.1.14. **“GCC”** means the General Conditions of Contract.
- 7.1.15. **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 7.1.16. **“Imported content”** means that portion of the tender price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the goods covered by the Tender will be manufactured.
- 7.1.17. **“Local content”** means that portion of the tender price, which is not included in the imported content provided that local manufacture does take place.
- 7.1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 7.1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.

- 7.1.20. **“Project site,”** where applicable, means the place indicated in tender documents.
- 7.1.21. **“Purchaser”** means the organization purchasing the goods.
- 7.1.22. **“Republic”** means the Republic of South Africa.
- 7.1.23. **“SCC”** means the Special Conditions of Contract.
- 7.1.24. **“Services”** means those functional services ancillaries 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.
- 7.1.25. **“Supplier”** means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.
- 7.1.26. **“Tort”** means in breach of contract.
- 7.1.27. **“Turnkey”** means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.
- 7.1.28. **“Written”** or **“in writing”** means hand-written in ink or any form of electronic or mechanical writing.

7.2. Application

- 7.2.1. These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.
- 7.2.2. Where applicable, special conditions of contract are also laid down to cover specific goods, services or works.
- 7.2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply. Suspensive conditions

7.3. General

- 7.3.1. Unless otherwise indicated in the tender documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a Tender. Where applicable a non-refundable fee for documents may be charged.
- 7.3.2. Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

7.4. standards

7.4.1. The goods supplied shall conform to the standards mentioned in the tender documents and specifications

7.5. Use of contract documents and information inspection

7.5.1. 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.

7.5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 7.5.1. except for purposes of performing the contract.

7.5.3. Any document, other than the contract itself mentioned in GCC clause 7.5.1. 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.

7.5.4. 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.

7.6. Patent rights

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

7.6.2. When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity payments due by either party under this agreement shall be made at such bank account in the Republic of South Africa as the other party may specify

7.7. Performance security

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

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

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

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

(b) a cashier's or certified cheque

7.7.4. 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. The effective date, all the risks and benefits of ownership of the property, shall pass to the Purchaser.

7.8. Inspections, tests and analyses

7.8.1. All pre-tender testing will be for the account of the bidder.

7.8.2. If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

7.8.3. If there are no inspection requirements indicated in the tender 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.

7.8.4. If the inspections, tests and analyses referred to in clauses 7.8.2 and 7.8.3 show the goods to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

7.8.5. Where the goods or services referred to in clauses 7.8.2 and 7.8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

7.8.6. Goods and services which are referred to in 7.8.2 and 7.8.3 and which do not comply with the contract requirements may be rejected.

7.8.7. Any contract goods 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 goods 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 goods, which do comply with the requirements of the

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

7.8.8. The provisions of clauses 7.8.4 to 7.8.7 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 7.22 of GCC.

7.9. Packing

7.9.1. 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.

7.9.2. 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, and in any subsequent instructions ordered by the purchaser.

7.10. Delivery and Documents

7.10.1. Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract. Each party shall, within 7 (seven) days of being called upon to do so by the conveyancer, sign all documents required to be signed, and furnish all documents required to be furnished by that party, to enable transfer of the property to be given to the Purchaser.

7.11. Insurance

7.11.1. 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 of any monies due to any party in terms of the adjustment account shall not constitute part of the purchase price and shall be affected separately from the payment of the purchase price.

7.12. Transportation

7.12.1. Should a price other than an all-inclusive delivered price be required, this shall be specified.

7.13. Incidental Services

7.13.1. The supplier may be required to provide any or all of the following services, including additional services, if any:

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

7.13.2. 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.

7.13.3. Seller confirms hereby that it is an Investment Company and not a Trader as contemplated in Section 34 of the Insolvency Act, 1936, as amended ("the Insolvency Act") and the parties hereto agree that notice of this transaction will not be required to be published as contemplated in Section 34 of the Insolvency Act.

7.14. Spare Parts

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

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

demand specific performance of this agreement and to take such action as may be necessary in order to implement and fulfil its rights in terms hereof and to recover any damage which it may suffer as a result of the defaulting party's breach of contract;

7.15. Warranty

7.15.1. 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.

7.15.2. 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.

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

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

7.15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified, 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

7.16. Payment

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

7.16.2. 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.

7.16.3. 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.

7.16.4. Payment will be made in Rand unless otherwise stipulated.

7.17. Prices

7.17.1. 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 Tender, with the exception of any price adjustments authorized or in the purchaser's request for Tender validity extension, as the case may be.

7.18. Variation Orders

7.18.1. In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.

7.19. Assignment

7.19.1. 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.

7.20. Sub- Contracts

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

7.21. Delays in Supplier Performance

7.21.1. 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.

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

7.21.3. 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 goods are required, or the supplier's services are not readily available.

7.21.4. Except as provided under GCC Clause 7.25, 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 7.22, unless an extension of time is agreed upon pursuant to GCC Clause 6.22.2 without the application of penalties.

7.21.5. Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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

7.22. Penalties

7.22.1. 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 7.23.

7.23. Termination for default

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 7.21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgement of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

7.23.2. In the event the purchaser terminates the contract in whole or in part, the purchase 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.

7.24. Antidumping and countervailing duties and rights

7.24.1. When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods 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.

7.25. Force Majeure

7.25.1. Notwithstanding the provisions of GCC Clauses 7.22 and 7.23, 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.

7.25.2. 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.

7.26. Termination for insolvency

7.26.1. 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.

7.27. Settlement of Disputes

7.27.1. 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.

7.27.2. 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.

7.28. Limitation of Liability

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

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

- (a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

7.28.3. 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
- (b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

7.29. Governing language

7.29.1. 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.

7.30. Applicable law

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

7.31. Notices

7.32. Every written acceptance of a Tender 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 Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.

7.33. 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.

7.34. Taxes and duties

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

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

7.34.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a Tender SARS must have certified that the tax matters of the preferred bidder are in order.

7.34.4. No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

7.35. Transfer of contracts

7.35.1. The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchases.

7.36. Amendment of contracts

7.36.1. No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

7.37. Prohibition of restricted practices

7.37.1. In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding.

7.37.2. 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 section 59 of the Competition Act No. 89 of 1998.

7.37.3. 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.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE.....

ADDRESS.....
.....
.....

8. CERTIFICATE OF AUTHORITY FOR SIGNATORY

The tenderer must complete the certificate set out below for the relevant category, and attach their **Registration Certificates for Companies**, Close Corporations and Partnerships, or **Agreements and Powers of Attorney for Joint Ventures**, or **ID documents** to the page provided at the end of this form.

8.1. Certificate for company

I, chairperson of the Board of Directors of

Company name:

hereby confirm that by resolution of the Board (**Copy attached**) taken on 20.....,
Mr/Ms

Name and Surname.....

acting in the capacity of.....

was authorized to sign all documents in connection with the tender for Contract No.....
and any contract resulting from it, on behalf of the company.

NAME	ADDRESS	SIGNATURE	DATE

Chairman:

As Witnesses: 1. _____

2. _____

Date: _____ .

8.2. Certificate for close corporation

We, the undersigned, being the key members in the business trading as:

Close corporation name:

hereby authorize Mr./Ms

Name and Surname.....
 acting in the capacity of.....

to sign all documents in connection with the tender for Contract No and
 any contract resulting from it, on our behalf.

This certificate is to be completed and signed by all of the key members upon whom rests the direction of the affairs of the Close Corporation as a whole.

8.3. Certificate for partnership

We, the undersigned, being the key partners in the business trading as:

partnership name:

hereby authorize Mr./Ms

Name and Surname:.....

acting in the capacity of:.....

to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the partnership as a whole.

8.4. Certificate for joint venture

We, the undersigned, being the Joint Venture in the business trading as:

NAME	ADDRESS	SIGNATURE	DATE
		
		
		
		

company name:

hereby authorize Mr./Ms

Name and Surname:.....

acting in the capacity of:.....

to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Joint Venture as a whole.

8.5. Certificate for sole proprietor

I, _____, hereby confirm that I am the sole owner of the business trading as _____

Signature of Sole owner:

As Witnesses:

1. _____

2. _____

9. ADMINISTRATIVE DOCUMENTS

9.1. Attach a copy of CIPC/CIPRO certificate.

9.2. Attach a copy of B-BBEE certificate.

9.3. Attach proof of registration with the National Treasury central supplier database

9.4. A Joint Venture agreement (in case of a joint venture)

10. RECORD OF ADDENDA TO TENDER DOCUMENTS

We confirm that the following communications received from the Employer before the submission of this tender offer, amending the tender documents, have been taken into account in this tender offer:

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

SIGNATURE:

DATE:
(of person authorized to sign on behalf of the Tenderer)

