



**REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM  
TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF  
FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS**

**BID NO: HS – B15/2023-2026**

TENDER SUBMITTED BY:

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

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

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

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

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

**SCM: ENQUIRIES**

Contact person: SHALATI NTSANWISI

E-mail: bids@fshs.gov.za

Private Bag X247  
Bloemfontein  
9300

**CLOSING DATE: 13 December 2023**

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

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

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## BID DOCUMENT

**REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS**

**BID NUMBER:**

**HS-B15/2023-2026**

**CLOSING DATE:**

**13 December 2023**

**TIME:**

**11h00**

**VALIDITY PERIOD:**

**120 DAYS**

**NB:**

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

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



**REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS**

TENDER ADVERT DATE:	20 NOVEMBER 2023
TENDER NUMBER	HS-B15/2023-2026
TITLE OF TENDER	REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	<a href="http://www.humansettlements.fs.gov.za">www.humansettlements.fs.gov.za</a>
POSTAL ADDRESS	PRIVATE BAG X247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 <sup>TH</sup> FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAFF STREETS
PHYSICAL ADDRESS4	BLOEMFONTEIN 9301
E-MAIL:	<a href="mailto:bids@fshs.gov.za">bids@fshs.gov.za</a>
BRIEFING DATE AGENDA ON PAGE 4	NON-COMPULSORY – 28 NOVEMBER 2023 AT 10H00 <b>Join on your computer, mobile app or room device</b> <a href="#">Click here to join the meeting</a> Meeting ID: 347 506 486 492 Passcode: UjXmjz <a href="#">Download Teams</a>   <a href="#">Join on the web</a> <a href="#">Learn More</a>   <a href="#">Meeting options</a>
TENDER DOCUMENTS AVAILABLE @	<a href="http://www.etenders.gov.za">www.etenders.gov.za</a> at NO COST
CLOSURE DATE	13 DECEMBER 2023
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	SHALATI NTSANWISI <a href="mailto:bids@fshs.gov.za">bids@fshs.gov.za</a>
ENQUIRIES: PMU CONTACT PERSON	THABISO MAKEPE <a href="mailto:technical.bids@fshs.gov.za">technical.bids@fshs.gov.za</a>
EVALUATION CRITERIA	Bidders must achieve a <b>minimum of 70 points</b> and above of the functionality points in order to be eligible for further evaluation. Any proposal not meeting the minimum score of 70 points on the technical functionality at the time of bid closing date will be disqualified.



## TABLE OF CONTENTS

SECTION A: FOR SUBMISSION OF BID DOCUMENT .....	5
SECTION B: CHECKLIST .....	7
SECTION C: INVITATION OF BID (SBD 1) .....	11
SECTION D: TERMS OF REFERENCE .....	14
SECTION E: TENDERING PROCEDURES .....	29
PART I – FORM OF OFFER AND ACCEPTANCE .....	30
PART II - TENDER DATA .....	33
PART III – STANDARD CONDITIONS OF TENDER .....	39
PART IV - LIST OF RETURNABLE DOCUMENTS .....	51
SECTION F: SCOPE OF WORK .....	85
SECTION G: PRICING SCHEDULES .....	95
SECTION H: GENERAL CONDITIONS OF CONTRACT.....	99

### **AGENDA OF THE TECHNICAL BRIEFING SESSION: HS-B15/2023-2026**

**PURPOSE:** NON-COMPULSORY ONLINE BRIEFING OF PROSPECTIVE BIDDERS IN RELATON TO TENDER HS-B15/2023-2026:

REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS

**DATE:** 28 November 2023, Tuesday  
**TIME:** 10h00

**Chairperson:** Nozipho Molikoe

No.	Activity	Person Responsible for Activity
1	Opening and welcoming	Chairperson
2	Attendance	Chairperson
3	Matters for discussion	
3.1	<b>Administrative Compliance</b>	SCM – Mr. Mampuru
3.2	<b>PRESENTATION ON TECHNICAL SPECIFICATIONS</b>	CD: PMU – Mr. Makepe
4.	Questions and Discussions	Chairperson
5.	Meeting adjourned	Chairperson



# **SECTION A**

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



## PRESCRIBED STANDARD INDEX

Flag no's	Information	Page no.
Front page	Company details: Company name and logo; Director's name; cell number; email address; CSD Registration number	
1	Invitation to Bid (SBD 1) Part A and B	
2	Bidders Disclosure (SBD 4)	
3	Preference point claim form in terms of Preference Procurement Regulations of 2022 (SBD 6.1)	
4	Contract form – Rendering of Services (SBD 7.1) Part 1 and 2	
5	SARS Tax pin certificate	
6	Company registration documents	
7	Certified copy of a company registration certificate	
8	Joint Venture agreement in case of a Joint Venture	
10	Certified copy of SANAS accredited B-BBEE Status Level Certificate or original sworn affidavit, if claiming specific group points for B-BBEE	
11	In case of a trust, consortium or joint venture, a certified copy of consolidated SANAS accredited B-BBEE Status Level Certificate should be submitted, if claiming specific group points for B-BBEE	
	<b>Mandatory Requirements</b>	
12	None	
	<b>EVALUATION CRITERIA – FUNCTIONALITY</b>	
13	Please attached all the functionality certified documents <b>Full CVs of the nominated members of the Team and Professional Affiliations as well as <u>their affidavits</u> allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</b>	



# **SECTION B**

## **SCM CHECKLIST**



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	<b>PRESCRIBED STANDARD INDEX FOR SUBMISSION OF BID DOCUMENT</b>		
SECTION B	<b>SCM CHECKLIST AND TECHNICAL CHECKLIST</b>		
SECTION C	<b>INVITATION TO BID (SBD 1)</b> <b>Part A and B</b> Completed and signed		
SECTION D	<b>TERMS OF REFERENCE (TOR)</b> Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION E	<b>FORM OF OFFER AND ACCEPTANCE</b> Completed and signed		
	<b>PRICING SCHEDULE (SBD 3.1)</b> Completed or deleted and signed		
	<b>PRICING SCHEDULE – NON-FIRM PRICES (SBD 3.2)</b> <b>Part A and B</b> ..... Completed or deleted and signed		
	<b>PRICING SCHEDULE (PROFESSIONAL SERVICES) (SBD 3.3)</b> ..... Completed or deleted and signed		
	<b>BIDDER'S DISCLOSURE (SBD 4)</b> Completed and signed		
	<b>PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)</b> Completed and signed		
	<b>CONTRACT FORM – RENDERING OF SERVICES (SBD 7.2)</b> Completed and signed		





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

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



<b>RETURNABLE SCHEDULES REQUIRED FOR TENDER EVALUATION PURPOSES</b> <b>Failure to submit the following applicable documents may result in the Tender Offer being disqualified from further consideration.</b>		
T2.2.11	Declaration of Interest (SBD 4)	Tick if completed in full and signed
T2.2.12	Preference points claim form in terms of the Preferential Procurement Regulations 2022 (SBD 6.1)	Tick if completed in full and signed
<b>2 OTHER DOCUMENTS IN THE CONTRACT</b>		
Part II	Form of Offer and Acceptance – 1 <sup>st</sup> page must be completed and signed	Tick if completed in full and signed
Part VI (1)	Contract Data (Parts 1)	Tick if completed in full and signed
Part VI (2)	Data provided by the Contractor (Parts 2)	Tick if completed in full and signed
Part VI (3)	Form of Guarantee	Tick if completed in full and signed



**SECTION C**

**INVITATION OF BID**

**(SBD 1)**

**PART A AND B**



## PART A

## SBD1

## INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS FREE STATE PROVINCE					
BID NUMBER:	HS-B15/2023-2026	CLOSING DATE:	13 December 2023	CLOSING TIME:	11h00
DESCRIPTION	REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAFF STRETS, BLOEMFONTEIN, 9301					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	SHALATI NTSANWISI		CONTACT PERSON	Thabiso Makepe	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	051 403 3835	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	Technical.bids@fshs.gov.za	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	
<b>QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS</b>					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				<input type="checkbox"/> YES <input type="checkbox"/> NO	
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



## PART B

### TERMS AND CONDITIONS FOR BIDDING

<b>1. BID SUBMISSION:</b>
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. <b>ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.</b>
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. <b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>
<b>2. TAX COMPLIANCE REQUIREMENTS</b>
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER: .....

CAPACITY UNDER WHICH THIS BID IS SIGNED: .....  
(Proof of authority must be submitted e.g. company resolution)

DATE: .....



# **SECTION D**

## **TERMS OF REFERENCE**

**REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS**



## 1. INTRODUCTION AND BACKGROUND AND PURPOSE

Free State Human Settlements (FSHS) hereby intends to appoint a company/firm to assist with providing Project Management Office support services. The Project Management Office (PMO) is defined as a consulting structure that standardizes the project-related governance processes and facilitates the sharing of resources, methodologies, tools, and techniques.

Therefore, a suitably qualified and capable service provider is required to assist and support the FSHS in delivering on its mandate and to take responsibility for a number of elements at both District and Provincial level, both administratively and in the execution of their functions. The location of the Department is in the following Districts;

- ✓ **Fezile Dabi (Sasolburg/Kroonstad)**
- ✓ **Lejweleputswa (Welkom)**
- ✓ **Mangaung Metro (Bloemfontein)**
- ✓ **Thabo Mofutsanyana (Phuthaditjhaba)**
- ✓ **Xhariep (Bloemfontein)**

The objective of this is to describe the services to be procured from suitably qualified company/ firms, on a (3) three-year contract to provide skilled, competent and experienced individuals to serve as members of the PMO.

## 2. SCOPE OF WORK, INCLUDING BUT NOT LIMITED TO

The primary function of the PMO is to support the FSHS existing Project Management Unit (PMU) in a variety of ways which may include, but are not limited to:

- Managing shared resources across all projects administered by the FSHS;
- Identifying and developing project management competencies and methodology, best practices, and standards;
- Coaching, mentoring, training, and oversight;
- Monitoring compliance with project management standards, policies, procedures, and templates by means of project audits;
- Assist with the development and managing project policies, procedures, templates, and other shared documentation
- Monitoring and controlling project performance
- Multi-project planning and management
- Strategic management
- Organizational learning
- Execute and transfer skills on specialized tasks for project managers
- Manage external stakeholder interfaces

The PMO performs the role of an internal consultant to projects by supplying templates, best practices, training, access to information, and lessons learned. The supportive PMOs has a low degree of influence and control over projects, however, should capacitate existing resources in place.

The scope of work for the PMO Support shall be the standard services in accordance with the applicable professional bodies, which will act as a repository to the FSHS's projects and provides support as and when required.

## 3. THE NATURE AND ROLE OF THE PMO

- a. The PMO will compose full time and part time personnel based in the Free State Province, to support the FSHS and its Client Departments in their joint programme management functions, as well as supporting them individually in certain line function activities.



- b. Additional support services of the PMO will be requested as and when it is required.
- c. Respondents are required to propose a team of experts, professionals and project management practitioners to support the head office and regional offices.
- d. Resources are to be based in different district within the Province.
- e. The PMO will also support the various Project Steering Committees for projects and programmes at both head office and within the districts, until such time as district support is in place, both administratively and operationally in order to ensure that all the committees function effectively, and ensure all external stakeholders are responsive
- f. Where proposed staff fulfil the requirements for more than one role, that resource may perform a dual role, but a maximum of 160 hours per month can be allowed for that resource. In such a case, the resource will be paid at the rate submitted for each of the roles performed, ie a dual rate will be applied.
- g. Bidders must ensure that sufficient personnel are available to fulfil the estimated hours per category of work.
- h. The Project Managers will be based in each of the 5 districts.
- i. The PMO must comprise a combination of staff with the requisite skills and experience to be able to perform the roles as indicated in the Scope of work and in the table below:

Resource	No of Personnel	Role Description
Project leader	1	Oversight, management and coordinate the PMO Support Service. Central communication between the FSHS and the PMO. Prepare, co-ordinate and monitor documentation programme. Consolidate information and prepare regular reports of projects. Introduce reliable information management systems and train departmental staff on the usage of the systems. Assist in the planning processes of the department. Submit all reports as necessary to comply with Treasury prescripts. Advise on the appropriate processes to be embarked to improve turnaround times. Format and procedures for monitoring and control of reports (monthly, quarterly and annual) for submission to clients. Establish the construction documentation issue process. Co-ordinate the assembly of the contract documentation. Assist the department in developing tracking tools which will manage the closure of final accounts and close-out reports. Establish and evaluate mentorship programmes. Advise on measures to improve the registration processes of candidate professionals.
Construction Project Managers	6	Provide management and technical support on projects. Prepare technical evaluation and progress reports. Review technical reports and designs submitted by consultants. Review and approve tender technical specifications. Assist with technical functionality evaluation on tenders. Support the development of technical specifications in line with the relevant design and construction standards recognized by CIBD, Minimum Technical Specifications, SANS 10400, Construction Building Regulations, 2014, etc. Develop quality assurance and control standard operating procedure. Review and approve/advise on variation orders. Advise on all technical queries. Attend site and technical meetings. Conduct site inspections in support of project specific functions. Technical support various Project Steering Committees for projects and programmes at both head office and within the districts. Assistance in dealing with contractual claims and disputes.



Resource	No of Personnel	Role Description
Contracts Manager	1	Administrative support to contracts and commitments. Modify and upgrade contract register to be an automated register that tracks details in terms of the conditions of the contract. Assist to managing contracts and services in accordance with contract type. Advise on the appropriate and relevant industry related contract to be utilized to optimize the value. Preparing and negotiating the terms and conditions of contracts. Ensuring all contract documentation is up to date. Ensuring contract compliance with the FSHS policies and procedures. Informing internal and external stakeholders of the status of contracts. Investigating and addressing contract issues. Advising on construction related legal disputes
Administrative support	1	Administrative support to the PMO. Scheduling meetings, record keeping, reporting, providing minutes, up-keeping of digital and non-digital project files, etc.

#### 4. SCOPE OF ACTIVITIES

- The following lists of tasks is to be taken as neither fully inclusive, nor totally exclusive. It is given to impart a reasonable extent of the scope of work of the PMO.
- The PMO will complete and submit a detailed work plan detailing tasks deliverables and timeframe to be approved by the FSHS.
- The approved work plans will determine the specific tasks that the PMO will perform.
- The PMO to provide office accommodation and all resources required for the execution of the work
- There are main areas of support and should already be apparent from the foregoing.

#### **SUPPORT TO THE MANAGEMENT STRUCTURE (PROVINCIAL LEVEL)**

- Direct support to the FSHS (provincially)
- Responsibility for professional leadership, guidance and advice on all aspects of programme management e.g. scope, time frames, financial management performance management, risk management, procurement etc.
- Support of the capital programme
- Support of Expanded Public Works Programme
- Skill transfer and capacity building to existing FSHS personnel.

#### **SUPPORT TO FSHS AT DISTRICT LEVEL**

- Assist FSHS in driving delivery at district level, which should include all aspects of programme management but especially scope, time, cost, quality, integration, risk and stakeholder management.
- Assist with Coordination and manage PSC meetings (venues, agendas, minutes, actions)
- Assist with monitoring and audit quality control by consultants, and assist in building capacity of FSHS inspectorate unit to perform their functions competently and efficiently
- Monitor performance of consultants and contractors
- Assist with the approval of variation orders
- Assist with referral of issues which cannot be resolved at district level, including formulation of recommendations.
- Training and mentoring trainees, students and technicians.



### **SUPPORT TO FSHS AT PROVINCIAL LEVEL (GENERAL)**

- Assist FSHS in managing delivery at a provincial level which should include all aspects of programme management.
- Assist with uniformity and alignment of tender documentation
- Support & assistance with technical queries
- Assistance in dealing with contractual claims and disputes
- Assistance to the FSHS with audit on final accounts and professional fee claims
- Monthly, quarterly and annual reporting as required by the FSHS
- Assistance in budgeting and procurement planning
- Assistance in compilation of specifications, terms of reference, quotation and tender documents
- Assistance in the compilation and on-going maintenance of project files and performance evidence files
- Budget and payment monitoring
- Data capturing
- Strategic technical advice for infrastructure planning & delivery

### **IMPLEMENTATION OF AN INTEGRATED RECORD MANAGEMENT SYSTEM**

- The Department requires a web-based integrated project, programme and portfolio management system to enable the Department to track the status and performance of projects. The system must align with the Infrastructure Delivery Management Guidelines as well as the Housing Subsidy System (HSS).
- The system will be introduced in a phased approach. Initially the system must be made operational, meeting core requirements.
- The system must provide for the scanning and capturing of all documents relating to a specific project. Scanning must be allowed to take place by a range of authorized use from any location via the internet. Scanned documents must be easily made available to users for viewing and categorized according to their type and function.
- Users must be able to access the system via the internet with pure HTML, and no component installation is to be required on the user's interface. The system should support all commonly used web browsers, such as the current versions of Internet Explorer, Safari, Firefox, Google and Opera.
- The system must be scalable and must comprise a central database, running on a separate server to the application. The system must run effectively for a maximum of 30 concurrent users, and must be able to accommodate up to 250 registered users.
- Data storage can take place on an internal server owned by the FSHS, or on a third party server. However, Service Providers must demonstrate that best practices are adhered to in ensuring that data is securely stored and that proper care is taken to ensure that servers are not exposed to any form of computer viruses or malicious software.
- The system must operate at a satisfactory level at all times, allowing users to upload and download documents at acceptable speeds. The host server should allow for minimum speeds of 1 Mbps for individual users to download data from the system and 1 Mbps for uploading data to the system. Failure to achieve these minimum speeds over extended periods will deem the system to have failed, and the Service Provider will be expected to remedy the situation as soon as possible and at his own cost. The Service Provider must advise the Department when the system has been restored, which will signal the end of the failure period. Penalties will apply for the duration of the failure.
- An audit log must be maintained which will provide a log of all changes that are made, recorded according to the relevant user and date stamp.
- Users must be registered on the system as individuals (not as groups or firms) and must be categorized according to their roles (e.g. Internal, Implementing Agent, Principal Agent, Contractor, Sector Department). A matrix approach should be adopted, as a particular user may have multiple roles (e.g. editing rights on selected projects and viewing rights on other projects within a programme). The Service Provider will be required to administer the registration of users to the system, and ensure that the user database is maintained effectively. This would include the removal of inactive users or users that



- have been assigned to projects that have been closed out.
- The system should be aligned to existing provincial branding specifications and should be compliant to Human Computer Interface best practice.
  - The Service Provider must provide a Disaster Recovery Management Plan and
  - Process, which must comply with international best practice and with the Department's Backup Policy.
  - Standard reports must be generated and should, as minimum, provide the following:
  - Reports are to be categorized according to financial years, quarterly and monthly progress.
  - Project information is to be aggregated to programme and portfolio levels.
  - Reports are to be milestone based.
  - The source data that makes up any report should be exportable in an Excel format, in order that it can be further utilized by the user. This includes any data that is used for the creation of any graphics, such as XY graphs, bar charts, etc.
  - A report will be required that will form the basis for monthly reporting on projects within specific programmes.
  - Reports will be required which should be in a similar format as the Infrastructure Reporting Model report that is required by National Treasury on a monthly basis.
  - Approved project lists (B5's) should be imported into the system in order to allocate projects to specific programmes with the allocated budgets and expenditure forecasts.
  - A Project Dashboard is to be provided with a high level summary per project, programme and portfolio. Features should include:
  - Filtering according to factors such as funding source, implementing agent, location (region / district / municipality), and project leader.
  - Location-based sensor linked to the dashboard.
  - The ability to drill down to project level
  - The system must be linked to the Departmental GIS system, and projects and any other available relevant information, must be displayed spatially according to the above-mentioned filtering criteria.
  - A repository is to be provided for all standard forms to be downloaded by relevant personnel, which would comply with departmental requirements, such as Payment Certificates, Fee Accounts, Variation Orders, Final Accounts, Site minutes, etc. Forms should be automatically generated on request for a specific project, thereby easing the process of capturing the document electronically once the document cycle has been completed.
  - A maintenance module must be integrated into the system, to allow for reporting requirements for small projects comprising both planned and unplanned maintenance. The module should have the capacity to accommodate a minimum of 300 projects per month.
  - All available data must be captured for currently active projects. This will require an extensive back scanning process to bring these projects into a state of completeness, with their supporting documents. The bidder will co-ordinate this process with internal staff and consultants appointed on infrastructure projects.
  - The Service Provider must provide initial training and mentoring to all regional and head office staff to ensure that correct processes are followed in order that all relevant documents and information are captured onto the system. Initially, only data will be captured for current and active projects.
  - The core system should be 80% operational six months after commencement of the contract, and accessible by all users to upload and download required data. After 12 months, the core system must be fully operational.
  - Once the core system has been implemented and is fully functional, the Service Provider will be required to enhance the system further, as and when required by the Department. System enhancements will be remunerated on a time and cost basis. It is acknowledged that some of these initiatives may not be implemented due to circumstances beyond the control of both the Service Provider and the Department (for example, if access is denied to other systems). As a guide, the following enhancements are envisaged:
  - Interface with Departmental Financial Systems: This would be beneficial in confirming that payment

certificates and fee accounts captured on the Programme Management system are, in fact, accurately captured on the BAS and HSS (Housing Subsidy System). Also, funding availability could be confirmed through access to the financial system prior to invoices being submitted for processing, thereby reducing delays should funding shortages be identified.

- An offline version could be developed, whereby users can prepare forms and select documents for uploading at a later stage, when connectivity is restored.
- Workflow management: Tasks and responsibilities to be entered into the system and assigned to specific users, with the appropriate notifications, possibly via email.

## 5. KEY DELIVERABLES

- The PMO will be responsible for the following key deliverables, within 30 days of their appointment, the PMO will complete and submit a detailed work plan detailing tasks deliverables and timeframe of how the above support will be provided, for agreement and approval to the HOD in line with:
  - The requirements of these terms of reference
  - The requirements of all applicable legislation as agreed
  - Treasury requirements, particularly with regard to reporting
  - Interactions with the relevant FSHS personnel.
- Should it be required to amend these tasks due to changing circumstances, such changes will be through formal variations to the work plan i.e. as agreed with the FSHS and PMO in writing
- Monthly progress reports to the FSHS describing all activities and progress towards achieved through formal variations to the work-plan i.e. as agreed with the FSHS in writing
- Monthly progress reports to the FSHS describing all activities and progress toward achieving annual work plan objectives.
- All the reporting required in terms of Divisions of Revenue Act, National Department of Human Settlements and National Treasury as required.
- Development and presentation of close out reports for completed activities in the approved work plan.
- Mentoring and skills transfer to the counterparts and the personnel with whom the PMO will be working
- An exit plan leading up to the expiry of the contract period.

## 6. PERFORMANCE

- Performance will be measured as against the approved work plan
- The PMO members shall at all times act professionally and with integrity objectives and independently as faithful agent of the Department of Human Settlements

## 7. CORE COMPETENCIES

The bidding entity will be required to exhibit the following:

- In-depth knowledge of the public sector infrastructure delivery environment.
- Proven experience in the design and implementation of similar programmes.
- Adequate capacity to manage a programme of this nature.
- No history of defaulting in implementation of similar programmes
- Programme & project management experience
- Construction and project management experience
- Financial management experience in the public sector, preferably within infrastructure delivery
- Sound working knowledge of pertinent legislation and implementation of interventions to achieve compliance in a similar environment
- Sound working knowledge of project management systems and experience in the utilization as a management and reporting tool.



## 8. COSTS

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

## 9. GENERAL BID TERMS AND CONDITIONS

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





- 9.18 Where a shareholder/ member / individual has an interest in any other company that is participating in this bid, they must disclose, taking into consideration the provisions of SBD 4 and failure to do so will lead to disqualification.
- 9.19 All documents shall be completed with black ink on the date and time of submission of the bid.
- 9.20 Bidders are to ensure that all pages are attached.
- 9.21 The bidder must submit Performance guarantee of not less than 10% of the project value within 14 days upon award.
- 9.22 The bidder must ensure compliance with OHS Act within 30 days upon award.
- 9.23 Failure to accept the Terms of Reference and / or any Conditions associated with this bid or Contract or any part thereof, will result in the bid not being considered. Bidders may not amend any of the Conditions associated with this bid or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.

## 10. SERVICE LEVEL AGREEMENT

A Service Level Agreement will be entered into with the successful bidder.

## 11. LEGISLATION AND STANDARDS

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

## 12. EVALUATION PROCESS

The evaluation process comprises the following phases:

### 12.1 PHASE I: ADMINISTRATIVE COMPLIANCE

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

#### **ADMINISTRATIVE COMPLIANCE:**

- a) A copy of SARS Tax Pin certificate;
- b) Company registration documents;
- c) Copy of CSD report.
- d) Joint Venture agreement in case of a Joint Venture.
- e) All relevant SBD forms to be completed and signed accordingly.
- f) The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

### 12.2 PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

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



FUNCTIONALITY CRITERIA & POINTS		
KEY PERSONNEL EXPERIENCE AND QUALIFICATIONS		Maximum Points Allocated
SKILLS, EXPERIENCE AND QUALIFICATIONS : (Points)		
<b>Project leader</b>	<ul style="list-style-type: none"> <li>• B Degree or B Tech in Civil Engineering or Construction Management;</li> <li>• Registered as a Professional Engineer or Professional Engineering Technologist in terms of the Engineering Professions Act, 2000 or as a Construction Project Manager in terms of the Project and Construction Management Professions Act, 2000.</li> <li>• 10 or more years' experience in planning, design and project management in infrastructure and general building (water and sanitation, storm water, sewer, roads, waste water treatment plant) and general building construction;</li> </ul> <p><b>Full CVs of the nominated members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</b></p>	<b>20 points</b>
<b>Project Managers</b>	<ul style="list-style-type: none"> <li>• B Degree or B Tech in Civil Engineering or Construction Management;</li> <li>• Registered as a Professional Engineer or Professional Technologist in terms of the Engineering Professions Act, 2000 or as a Construction Project Manager in terms of the Project and Construction Management Professions Act, 2000.</li> <li>• 10 or more years' experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant) and general building construction.</li> </ul> <p><b>(6x) Project Managers (40 points)</b></p> <p><b>Full CVs of the nominated members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</b></p>	<b>40 points</b>



<b>Contracts Manager</b>	<ul style="list-style-type: none"> <li>B Degree or B Tech in Civil Engineering or Construction Management;</li> <li>Registered as a Professional Engineer or Professional Technologist in terms of the Engineering Professions Act, 2000 or as a Construction Project Manager in terms of the Project and Construction Management Professions Act, 2000.</li> <li>10 or more years' experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant) and general building construction.</li> </ul> <p><b>Full CVs of the nominated members of the Team and Professional Affiliations as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</b></p>	<b>10 points</b>
<b>Administrative support</b>	<ul style="list-style-type: none"> <li>4 years' post experience in administrative work</li> </ul> <p>1 x Administrative support <b>(10 points)</b></p> <p><b>Full CVs of the nominated members of the Team as well as their affidavits allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</b></p>	<b>10 points</b>
<b>FIRM EXPERIENCE</b>	<ul style="list-style-type: none"> <li>A firm Completed 1-2 projects in Project Management support. <b>(10 points)</b></li> <li>A firm Completed 3-5 projects in Project Management support. <b>(20 points)</b></li> </ul> <p>Bidders have to furnish copies of completion certificates/reference letters for all successfully completed projects from <b>01 April 2012 to date</b>. Failure to submit completion certificates/reference letters will lead to no award of points.</p>	<b>20 points</b>
<b>TOTAL POINTS</b>		<b>100</b>

### 13. PHASE III: PRICE/FINANCIAL STAGE

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

### 14. EVALUATION CRITERIA

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





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

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

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

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

## 15. VERIFICATION OF DOCUMENTS

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

## 16. CLARIFICATION

There will not be a clarification meeting for this bid.

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

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

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

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

## 18. TAX COMPLIANCE STATUS

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

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

## 19. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House Building** (in the tender box) situated on **Ground floor** at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before at **11h00 on 13 December 2023**.

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



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

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

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

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

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

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

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

## **21. TERMINATION RIGHTS**

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

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

## **22. AGREEMENTS**

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



### 23. SETTLEMENT OF DISPUTES

Mediation proceedings will be applicable to this contract in terms of clause 27 of the GCC.

#### ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

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

#### THE BIDDER MUST COMPLETE THE FOLLOWING

I \_\_\_\_\_ in my capacity as \_\_\_\_\_ of the Company, hereby certifies that I take note and accept the above-mentioned Special Conditions of the Contract.

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
CAPACITY

Contact person of company:

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

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

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



# **SECTION E**

## **TENDERING PROCEDURES**



# **PART I**

## **FORM OF OFFER AND ACCEPTANCE**



## Form of Offer and Acceptance

**(This must be completed)**

### A: OFFER

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

**BID NUMBER: HS-B15/2023-2026: REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS**

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

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

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

**R** ..... **(In words** .....

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

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

**Name:** *(of signatory in capitals):* .....

**Capacity:** *(of Signatory):* .....

**Name of Tenderer:** *(organisation):* .....

Address: .....

.....

Telephone number: ..... Fax number: .....

**Witness:**

**Signature:** .....

**Name:** *(in capitals):* .....

**Date:** .....

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



## B: ACCEPTANCE

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

The terms of the contract are contained in

SECTION 3: TENDERING PROCEDURES  
SECTION 4: SCOPE OF WORK  
SECTION 5: PRICING SCHEDULES

and the schedules, forms, drawings and documents or parts thereof, which may be incorporated by reference into Section 1 to 6.

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

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

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

**Signature:** .....

**Name:** (*in capitals*) .....

**Capacity:** .....

**Name of Employer** (*organisation*) .....

**Address:**.....

.....

**Witness: Signature:** ..... **Name:** .....

**Date:** .....



# **PART II**

# **TENDER DATA**





## TENDER DATA

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

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

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

Clause	Addition or Variation to Standard Conditions of Tender
1.1	The Employer is The Department of Human Settlements, Free State Province.
1.2	<p>The tender documents issued by the employer comprise one volume consisting of the following:</p> <p>SECTION A: STANDARD INDEX FOR THE SUBMISSION OF BID DOCUMENT            SECTION B: CHECKLIST            SECTION C – INVITATION OF BID            SECTION D: TERMS OF REFERENCE            SECTION E: TENDERING PROCEDURES            PART I – TENDER NOTICE AND INVITATION TO TENDER            PART II – FORM OF OFFER AND ACCEPTANCE            PART III - TENDER DATA            PART IV – STANDARD CONDITIONS OF TENDER            PART V - LIST OF RETURNABLE DOCUMENTS            PART VI - CONTRACT DATA            SECTION F: SCOPE OF WORK            SECTION G: PRICE SCHEDULES            SECTION I: GENERAL CONDITIONS OF CONTRACT</p>
1.3.2	The Standard Conditions of Tender, the Tender Data, List of Returnable Documents and Returnable Schedules which are required for tender evaluation purposes, shall also form part of the Contract arising from the invitation to tender.
1.4	<p>Supply Chain Management            Department of Human Settlements            Private Bag X247            Bloemfontein            9300            Tel: 051 405 4244            Attention: S Ntsanwisi</p>
1.5	The Employer's right to accept or reject any tender offer.
1.5.1	The employer may accept or reject any bid or portion thereof, variation, deviation, tender offer, or alternative tender offer, and may cancel the tender process and reject all tender offers at any time before the formation of a contract. The employer shall not accept or incur any liability to a tenderer for such cancellation and rejection, but shall give reasons for such action.
2.1	<p>Add the following to the clause:</p> <ul style="list-style-type: none"> <li>Accept that failing the submission of a bona fide tender, a Tenderer shall forfeit his tender deposit (if the deposit is refundable) if he fails to return a complete set of documents prior to the closing time for the submission of tender offers.</li> <li>Accept that on submission of a bona fide tender or return of the documents as required above, a Tenderer shall receive his tender deposit within three (3) months of the closing of tenders, if the deposit is refundable.</li> <li>Accept that the Employer will not compensate the tenderer for any costs incurred in attending interviews in the office of the employer or the employer's agent (if required).</li> </ul>



Clause	Addition or Variation to Standard Conditions of Tender
2.2	Compulsory site visits and / or clarification meeting are not applicable to this bid Detail relating to the collection of tender documents is indicated in the Tender Notice and Invitation to Tender (Section T1.1 of the document)
2.3	Replace the contents of the clause with the following: <ul style="list-style-type: none"> <li>Request clarification of the tender documents, if necessary, by notifying the Employer's official or the Employer's agent indicated in the tender notice and invitation to tender (section T1.1) in writing at least ten working days before the closing time stated in clause 2.15.</li> </ul>
2.4	Add the following to the clause: <ul style="list-style-type: none"> <li>To correct errors made, draw a line through the incorrect entry and write the correct entry above in black ink and place the full signatures of the authorised signatories next to the correct entry.</li> </ul>
2.5	Add the following to the clause: <ul style="list-style-type: none"> <li>All alternative tender offers shall be referred to in Section T2.2.1 – Alterations to Tender.</li> </ul>
2.6	Should the Tenderer wish to offer alternative designs and/or construction materials, he shall include with this Tender full detail thereof, including a complete bill of quantities, formal design calculations, and full details of all alternative components proposed to be included in the Works. Refer also to Clause 4.2 of the Contract Data in this regard.  Failure to properly comply with this clause, thereby preventing the Employer and/or the Engineer to properly assess the full implications of the alternative tender, is likely to disqualify the alternative offered from further consideration.  No submission by the Contractor after award for additional payment or time for completion of Works relating to the alternative offer will be considered, the tendered rates submitted shall be considered to reflect the full and final cost implications of the alternative offer.
2.7	Add the following to the clause: <ul style="list-style-type: none"> <li>No claim will be entertained for faults in the tender price resulting from any discrepancies, omissions or indistinct figures.</li> </ul>
2.8	Replace the contents of the clause with the following: <ul style="list-style-type: none"> <li>Return all volumes of the tender document to the Employer after completion of the relevant sections of each volume in their entirety, either electronically (if they were issued in electronic format) or by writing in black ink.</li> <li>All volumes are to be left intact in its original format and no pages shall be removed or re-arranged.</li> </ul>
2.9	No copies of the tender offer are required.
2.10	Add the following to the clause: <ul style="list-style-type: none"> <li>Only authorised signatories may sign the original and all copies of the tender offer where required in terms of 2.13.3.</li> </ul>
2.11	The Employer's address for delivery of tender offers and identification details to be shown on each tender offer package are:  <b>NB: The Department will not be held liable for tenders posted via Post Office not yet collected.</b>  Tender box location : Ground floor, O.R Tambo House Physical address : DEPARTMENT OF HUMAN SETTLEMENTS Private Bag X247 Bloemfontein 9300, Tel: 051 405 4244.  Identification details: <b>BID NUMBER: HS-B15/2023-2026: REQUEST FOR A PROPOSAL (RFP) FOR THE APPOINTMENT OF COMPANY/ FIRM TO RENDER PROJECT MANAGEMENT OFFICE SERVICES (PMO) ON BEHALF OF FREE STATE HUMAN SETTLEMENTS FOR PERIOD OF 36 MONTHS</b> <b>The name and address of the tender shall be entered on the back of the envelope.</b>



Clause	Addition or Variation to Standard Conditions of Tender
2.12	<b>One-envelope procedure will not be followed.</b>
2.13	Add the following new clause: <ul style="list-style-type: none"> <li>Accept that all conditions, which are printed or written upon any stationary used by the Tenderer for the purpose of or in connection with the submission of a tender offer for this Contract, which are in conflict with the conditions laid down in this document shall be waived, renounced and abandoned.</li> </ul>
2.14	Add the following to the clause: The Tenderer is required to enter information in the following sections of the document: SECTION 3: PART II – FORM OF OFFER AND ACCEPTANCE SECTION 3: PART V - LIST OF RETURNABLE DOCUMENTS SECTION 3: PART VI - CONTRACT DATA SECTION 5: PRICE SCHEDULES  The above sections shall be signed by the Tenderer (and witnesses where required). Individual pages should only be initialled by the successful Tenderer and by the witnesses after acceptance by the Employer of the Tender Offer. The Tenderer shall complete and sign the Form of Offer prior to the submission of a Tender Offer.  Accept that failure on the part of the Tenderer to submit any one of the Returnable Documents listed in clause 2.23 shall result in a tender offer being regarded as non-responsive.  The Schedule of Deviations (if applicable) shall be signed by the successful Tenderer after acceptance by the Employer of the Tender Offer.  Accept that the Employer shall in the evaluation of tender offers take due account of the Tenderer's past performance in the execution of similar engineering works of comparable magnitude, and the degree to which he possesses the necessary technical, financial and other resources to enable him to complete the works successfully within the contract period. Satisfy the Employer and the Engineer as to his ability to perform and complete the Works timeously, safely and with satisfactory quality, and furnish details in section T2.2.2 of contracts of a similar nature and magnitude which they have successfully executed in the past.
2.15.1	The closing time and location for the submission of tender offers are: Time: 11h00. Location: Ground Floor, OR Tambo House
2.16.1	The tender offer validity period is 120 days.
2.16.2	Add the following to the clause: <ul style="list-style-type: none"> <li>If the tender validity expires on a Saturday, Sunday or public holiday, the tender shall remain valid and open for acceptance until the closure of business on the following working day.</li> </ul>
2.16.3	Add the following new clause: <ul style="list-style-type: none"> <li>Accept that should the Tenderer unilaterally withdraw his tender during this period, the Employer shall, without prejudice to any other rights he may have, be entitled to accept any less favourable tender for the Works from those received, or to call for fresh tenders, or to otherwise arrange for execution of the Works, and the Tenderer shall pay on demand any additional expense incurred by the Employer on account of the adoption of the said courses, as well as either the difference in cost between the tender withdrawn (as corrected in terms of clause 3.9 of the Conditions of Tender) and any less favourable tender accepted by the Employer, or the difference between the tender withdrawn (as corrected) and the cost of execution of the Works by the Employer as well as any other amounts the Employer may have to pay to have the Works completed</li> </ul>
2.17.1	Add the following to the clause: <ul style="list-style-type: none"> <li>Accept that if requested, the Tenderer shall within 7 days of the date upon which he is requested to do so, submit a full report from his banker as to his financial standing. The Employer may, in its discretion, and subject to the provisions of Section 4(1)(d) of the State Tender Board Act 86 of 1968, condone any failure to comply with the foregoing condition.</li> </ul>



Clause	Addition or Variation to Standard Conditions of Tender
	<ul style="list-style-type: none"> <li>Accept that the Employer or his agent, reserves the right to approach the Tenderer's banker or guarantor(s) as indicated in the tender document, or the bankers of each of the individual members of any joint venture that is constituted for purposes of this Contract, with a view to ascertaining the whether required guarantee will be furnished, and for purposes of ascertaining the financial strength of the Tenderer or of the individual member of such venture.</li> </ul>
2.18	Return all retained tender documents prior to the closing time for the submission of Tender Offers.
2.19	<p>The following certificates / information are to be provided with the tender offer:</p> <ol style="list-style-type: none"> <li>1. A valid Tax Clearance Certificate, or a unique security Personal Identification number (PIN) issued by the South African Revenue Services (where Consortium / Joint Venture / Sub-contractors are involved, each party to the association must submit a separate Valid Tax Clearance Certificate or a unique security personal Identification number).</li> <li>2. VAT registration certificate if registered.</li> <li>3. Central Supplier Database (CSD) registration report must accompany this bid.</li> <li>4. B-BBEE certificate must accompany this bid, if claiming specific group points for B-BBEE.</li> <li>5. Copy of Company Registration Certificate</li> <li>6. Valid COIDA Certificate</li> <li>7. Copy of valid CIDB registration certificate</li> <li>8. Company / business profile should be submitted.</li> <li>9. Joint venture agreement (if the tenderer is a joint venture), and Combined Certified copy not older than 3 months of B-BBEE status level certificate of entities entered in to the JV agreement, if claiming for the specific group points for B-BBEE.</li> <li>10. The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.</li> </ol>
	<p>Replace the contents of the clause with the following:</p> <p>Respond to a request for clarification received up to ten working days before the Tender closing time stated in the Tender Data and notify all Tenderers who drew procurement documents within seven working days of the same date.</p>
3.4	<p>The time and location for opening of the tender offers are:</p> <p>Time 11h00</p> <p>Location: OR Tambo House, Ground floor.</p>
3.9.1	<p>Replace the contents of the clause with the following:</p> <p>Check responsive tender offers for arithmetical errors, correcting them in the following manner:</p> <ol style="list-style-type: none"> <li>a) If a bill of quantities (or schedule of quantities or schedule of rates) applies and there is an error in the line item total resulting from the product of the unit rate and the quantity, the unit rate shall govern and the line item total shall be corrected.</li> <li>b) Where there is an error in the total of the prices, either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the corrected total of the prices shall govern.</li> <li>c) Where there is a discrepancy between the amount indicated in the Tenderer's tender offer and the corrected amount obtained after completing the above steps, the corrected amount shall govern.</li> </ol>
3.11	<b>Up to 10 or 20 tender evaluation points</b> will be awarded to tenderers for specific groups (B-BBEE, Women and Youth).
3.12	<p>Replace the contents of the clause with the following:</p> <ul style="list-style-type: none"> <li>If requested by any Tenderer, submit for the Tenderers' information the policies or certificates of insurance (or both) which the conditions of contract identified in the Contract Data require the Employer to provide.</li> </ul>
3.13	<p>Replace the contents of the clause with the following:</p> <ul style="list-style-type: none"> <li>Notice of non-acceptance of tender will not be sent to individual unsuccessful tenderers. Particulars of the accepted tender can be obtained from the Departmental Representative.</li> </ul>
3.14	The successful tenderer shall receive one copy of the signed contract.
<b>Special</b>	<b>Additional Conditions of Tender</b>



# **PART III**

## **STANDARD CONDITIONS OF TENDER**



## STANDARD CONDITIONS OF TENDER

### INDEX

Item	Description	Page No
1.	GENERAL	40
1.1	ACTIONS	40
1.2	TENDER DOCUMENTS	40
1.3	INTERPRETATION	40
1.4	COMMUNICATION AND EMPLOYER'S AGENT	40
1.5	THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER	43
2.	TENDERER'S OBLIGATIONS	40
2.1	ELIGIBILITY	40
2.2	COST OF TENDERING	40
2.3	CHECK DOCUMENTS	40
2.4	CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS	41
2.5	REFERENCE DOCUMENTS	41
2.6	ACKNOWLEDGE ADDENDA	41
2.7	SITE VISIT AND CLARIFICATION MEETING	41
2.8	SEEK CLARIFICATION	41
2.9	INSURANCE	41
2.10	PRICING THE TENDER OFFER	41
2.11	ALTERATIONS TO DOCUMENTS	42
2.12	ALTERNATIVE TENDER OFFERS	42
2.13	SUBMITTING A TENDER OFFER	42
2.14	INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS	42
2.15	CLOSING TIME	42
2.16	TENDER OFFER VALIDITY	42
2.17	CLARIFICATION OF TENDER OFFER AFTER SUBMISSION	43
2.18	PROVIDE OTHER MATERIAL	43
2.19	INSPECTIONS, TEST AND ANALYSIS	43
2.20	SUBMIT SECURITIES, BONDS, POLICIES, ETC.	43
2.21	CHECK FINAL DRAFT	43
2.22	RETURN OF OTHER TENDER DOCUMENTS	43
2.23	CERTIFICATES	43
3.	EMPLOYER'S UNDERTAKINGS	44
3.1	RESPOND TO CLARIFICATION	44
3.2	ISSUE ADDENDA	44
3.3	RETURN LATE TENDER OFFERS	44
3.4	OPENING OF TENDER SUBMISSIONS	44
3.5	TWO ENVELOPE SYSTEM	44
3.6	NON-DISCLOSURE	44
3.7	GROUND FOR REJECTION AND DISQUALIFICATION	44
3.8	TEST FOR RESPONSIVENESS	45
3.9	ARITHMETICAL ERRORS	45
3.10	CLARIFICATION OF A TENDER OFFER	45



3.11	EVALUATION OF TENDER OFFERS	45
3.12	INSURANCE PROVIDED BY THE EMPLOYER	47
3.13	ACCEPTANCE OF TENDER OFFER	47
3.14	NOTICE TO UNSUCCESSFUL TENDERERS	47
3.15	PREPARE CONTRACT DOCUMENTS	47
3.16	ISSUE FINAL CONTRACT	48
3.17	COMPLETE ADJUDICATOR'S CONTRACT	48
3.18	PROVIDE COPIES OF THE CONTRACTS	48

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





## **STANDARD CONDITIONS OF TENDER**

### **1. GENERAL**

#### **1.1 ACTIONS**

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

#### **1.2 TENDER DOCUMENTS**

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

#### **1.3 INTERPRETATION**

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

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

#### **1.4 COMMUNICATION AND EMPLOYER'S AGENT**

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

#### **1.5 THE EMPLOYER'S RIGHT TO ACCEPT OR REJECT ANY TENDER OFFER**

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

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

### **2. TENDERER'S OBLIGATIONS**

#### **2.1 ELIGIBILITY**

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

#### **2.2 COST OF TENDERING**

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

#### **2.3 CHECK DOCUMENTS**





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

## **2.4 CONFIDENTIALITY AND COPYRIGHT OF DOCUMENTS**

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

## **2.5 REFERENCE DOCUMENTS**

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

## **2.6 ACKNOWLEDGE ADDENDA**

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

## **2.7 SITE VISIT AND CLARIFICATION MEETING**

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

## **2.8 SEEK CLARIFICATION**

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

## **2.9 INSURANCE**

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

## **2.10 PRICING THE TENDER OFFER**

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



## 2.11 ALTERATIONS TO DOCUMENTS

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or alterations or additions necessary to correct errors made by the tenderer. All

signatories to the tender offer shall initial all such alterations. Erasures and the use of masking fluid are prohibited.

## 2.12 ALTERNATIVE TENDER OFFERS

- 2.12.1 Submit alternative tender offers only if main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted. The alternative tender offer is to be submitted with the main

tender offer together with a schedule that compares the requirements of the tender documents with the alternative requirements the tenderer proposes.

- 2.12.2 Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

## 2.13 SUBMITTING A TENDER OFFER

- 2.13.1 Submit a tender offer to provide the whole of the works, services or supply identified in the contract data, unless stated otherwise in the tender data.
- 2.13.2 Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing in **BLACK INK**.
- 2.13.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.
- 2.13.4 Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.
- 2.13.5 Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

## 2.14 INFORMATION AND DATA TO BE COMPLETED IN ALL RESPECTS

Accept that the tender offers, which do not provide all the data or information requested completely and, in the form, required, may be regarded by the employer as being non-responsive.

## 2.15 CLOSING TIME

- 2.15.1 Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Proof of posting shall not be accepted as proof of delivery. The employer shall not accept tender offers submitted by telegraph, telex, facsimile or e-mail, unless stated otherwise in the tender data.
- 2.15.2 Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of the conditions of tender apply equally to the extended data.

## 2.16 TENDER OFFER VALIDITY



- 2.16.1 Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.
- 2.16.2 If requested by the employer, consider extending the validity period stated in the tender date for an agreed additional period.

## **2.17 CLARIFICATION OF TENDER OFFER AFTER SUBMISSION**

Provide clarification of a tender offer in response to a request to do so from the employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the total of the prices or substance of the tender offer should be sought, offered, or permitted. The total of the prices stated by the tenderer shall be binding upon the tenderer.

## **2.18 PROVIDE OTHER MATERIAL**

- 2.18.1 Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preference arrangements, or samples of materials, considered necessary by the employer for the purpose of full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as being non-responsive.
- 2.18.2 Dispose of samples of materials, where required.

## **2.19 INSPECTIONS, TEST AND ANALYSIS**

Provide access during working hours to premises for inspections, test and analysis as provided for in the tender data.

## **2.20 SUBMIT SECURITIES, BONDS, POLICIES, ETC.**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

## **2.21 CHECK FINAL DRAFT**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

## **2.22 RETURN OF OTHER TENDER DOCUMENTS**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

## **2.23 CERTIFICATES**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.



### **3. EMPLOYER'S UNDERTAKINGS**

#### **3.1 RESPOND TO CLARIFICATION**

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

#### **3.2 ISSUE ADDENDA**

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

#### **3.3 RETURN LATE TENDER OFFERS**

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

#### **3.4 OPENING OF TENDER SUBMISSIONS**

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

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

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

#### **3.5 ONE ENVELOPE SYSTEM**

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

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

#### **3.6 NON-DISCLOSURE**

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

#### **3.7 GROUNDS FOR REJECTION AND DISQUALIFICATION**



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

### 3.8 TEST FOR RESPONSIVENESS

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

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

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

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the scope of work,
- b) change the employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### 3.9 ARITHMETICAL ERRORS

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

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

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

### 3.10 CLARIFICATION OF A TENDER OFFER

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

### 3.11 EVALUATION OF TENDER OFFERS

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

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

- a) Rank tender offers from the most favourable to the least favourable comparative offer.



- b) Recommend the highest ranked tenderer for the award of the contract, unless there are compelling and justifiable reasons not to do so.

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

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

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

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

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

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

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

3.11.6.1 Scoring financial offers

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

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

Where

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

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

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



**Table F.1 – Formula for calculating the value of A<sup>a</sup>**

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

#### 3.11.6.2 Scoring quality

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

#### 3.12 INSURANCE PROVIDED BY THE EMPLOYER

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

#### 3.13 ACCEPTANCE OF TENDER OFFER

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

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

#### 3.14 NOTICE TO UNSUCCESSFUL TENDERERS

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

#### 3.15 PREPARE CONTRACT DOCUMENTS

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

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



### **3.16 ISSUE FINAL CONTRACT**

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

### **3.17 COMPLETE ADJUDICATOR'S CONTRACT**

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

### **3.18 PROVIDE COPIES OF THE CONTRACTS**

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

**END OF SECTION**





# **PART IV**

## **LIST OF RETURNABLE DOCUMENTS**



## RETURNABLE DOCUMENTS

### INDEX

Section	Description
	<u>Standard Index on page 6 -10</u>
PART T2.2	RETURNABLE SCHEDULES .....

END OF SECTION



## PART T2.2 RETURNABLE SCHEDULES



## RETURNABLE SCHEDULES

### INDEX

#### Description

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

### END OF SECTION



## WORKS PREVIOUSLY EXECUTED

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

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

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

Signature of Tenderer: \_\_\_\_\_

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

State firm, contact person and telephone number

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



## PRESENT COMMITMENTS

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

Signature of Tenderer : \_\_\_\_\_

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

\* State firm, contact person and telephone number

Please attach detailed present commitments exceeds 5 (Five)



## AUTHORITY OF SIGNATORY

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

- a) a company, and attach hereto a certified copy of the required resolution of the Board of Directors ☐
- b) a partnership, and attach hereto a certified copy of the required resolution by all partners ☐
- c) a close corporation, and attach hereto a certified copy of the required resolution of the Board of Officials ☐
- d) a one-man business, and attach hereto certified proof that I am the sole owner of the business submitting this tender ☐  
☐
- e) a joint venture, and attach hereto
- a notarially certified copy of the original document under which the joint venture was constituted; and
  - certified authorisation by the participating members of the undersigned to submit tenders and conclude contracts on behalf of the joint venture

**Signature of Tenderer** \_\_\_\_\_

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



## Tender forms pertaining to Preferential Procurement

### JOINT VENTURE FORM

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

Name and Addresses of Joint Venture: .....

.....

.....

Consisting of the following businesses (Joining Entities)

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

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

.....

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

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

.....

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

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

.....

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





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

JOINING ENTITY AND POSITION	FULL NAME (Position)	SIGNATURE	DATE
.....	.....	.....	.....
.....	.....	.....	.....
.....	.....	.....	.....
WITNESSES	1. ....	.....	.....
	2. ....	.....	.....



## AFFIDAVIT

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

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

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

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

Signed at ..... on this ..... day of .....20.....

.....  
Signature

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

This declaration has been sworn / affirmed before me at .....

On this ..... day of .....20.....

.....  
COMMISSIONER OF OATHS

**STAMP:**

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

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

Signed at ..... on this ..... day of .....20.....

.....Signature



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

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

Page	Clause or item	Proposal

Signed \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Position \_\_\_\_\_

Tenderer \_\_\_\_\_



## Compulsory Enterprise Questionnaire

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

**Section 1: Name of enterprise:** .....

**Section 2: VAT registration number, if any:** .....

**Section 3: CIDB registration number, if any:** .....

### Section 4: Particulars of sole proprietors and partners in partnerships

Name*	Identity number*	Personal income tax number*

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

### Section 5: Particulars of companies and close corporations

Company registration number .....

Close corporation number .....

Tax reference number .....

### Section 6: Record in the service of the state

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

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

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

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

\*insert separate page if necessary



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

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

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

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

\*insert separate page if necessary

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

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

Date

Signed

.....

\_\_\_\_\_

Name

.....

Position

\_\_\_\_\_

Enterprise  
name

.....



### Schedule of Proposed Subcontractors (if any)

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

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

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

Signed

Date

Name

Position

Tenderer



# **PRICING SCHEDULES**

## **(SBD 3.1)**



## SBD 3.1

### PRICING SCHEDULE – FIRM PRICES (PURCHASES)

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

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

Name of bidder.....	Bid number.....
Closing Time 11:00	Closing date.....

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

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

- Required by: .....

- At: .....

- Brand and model .....

- Country of origin .....

- Does the offer comply with the specification(s)? \*YES/NO

- If not to specification, indicate deviation(s) .....

- Period required for delivery .....

\*Delivery: Firm/not firm

- Delivery basis .....

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

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

**\*Complete or Delete if not applicable and sign\***





## SBD 3.2

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

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

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

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

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

ITEM NO.	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)
-	Required by:	.....	
-	At:	.....	
-	Brand and model	.....	
-	Country of origin	.....	
-	Does the offer comply with the specification(s)?		*YES/NO
-	If not to specification, indicate deviation(s)	.....	
-	Period required for delivery	.....	
-	Delivery:		*Firm/not firm

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

**\*Complete or Delete if not applicable and sign\***



## SBD 3.2

### PRICE ADJUSTMENTS

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

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

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

Where:

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

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

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

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

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

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

**\*Complete or Delete if not applicable and sign\***



**SBD 3.2**

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

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

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

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

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

**\*Complete or Delete if not applicable and sign\***



**SBD 3.3**

**PRICING SCHEDULE**  
**(Professional Services)**

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

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

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

1. The accompanying information must be used for the formulation of proposals.
2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

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

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

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

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

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

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

TOTAL: R.....

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

**\*Complete or Delete if not applicable and sign\***



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

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

TOTAL: R.....

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

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

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

---

Any enquiries regarding bidding procedures may be directed to the –

(INSERT NAME AND ADDRESS OF DEPARTMENT/ENTITY)

Tel:

Or for technical information –

(INSERT NAME OF CONTACT PERSON)

Tel:

**\*Complete or Delete if not applicable and sign\***



# **BIDDER'S DISCLOSURE**

## **(SBD 4)**



## SBD 4

### BIDDER'S DISCLOSURE

#### 1. PURPOSE OF THE FORM

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

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

#### 1. BIDDER'S DECLARATION

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest<sup>1</sup> in the enterprise, employed by the state? **YES/NO**

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

2.2

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....  
.....

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

- 2.3.1 If so, furnish particulars:

.....  
.....

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



### 3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium<sup>2</sup> will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

..... Signature	..... Date
..... Position	..... Name of bidder

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





# **PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENTIAL PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)**



SBD 6.1

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

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

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

**1. GENERAL CONDITIONS**

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

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

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

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

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

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

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

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

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80 / 90
SPECIFIC GOALS	20 / 10
Total points for Price and SPECIFIC GOALS	100

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



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

## 2. DEFINITIONS

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

## 3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

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

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

#### 3.1.1. POINTS AWARDED FOR PRICE

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

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



Where

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

#### 4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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

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

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

**Note to tenderers:**

- *The tenderer must indicate how they claim points for each preference point system.)*
- In case of Joint Venture agreement, a combined Certified copy of B-BBEE status level certificate must be submitted in order to be eligible to claim points.
- 

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer of state)	Number of points allocated *(80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
B-BBEE Status– Level 1 or 2 or 3	2		2	
Women Ownership - ≥ 51%	4		4	
Youth Ownership - ≥ 51%	4		4	
<b>Total Points</b>	<b>10</b>		<b>10</b>	



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

The specific goals allocated points for procurement	Number of points allocated (90/10 System)		Proof to claim points for specific goals with the tender
<b>B-BBEE Level 1 or 2 or 3</b>	2		a) Original sworn affidavit; b) Certified copy of SANAS accredited <b>B-BBEE</b> Status Level Certificate; or c) <b>B-BBEE</b> Certificate issue by CIPC through the Department of Trade and Industry (DTI).
<b>Promotion of Women owned entities</b>	4	51% or more owned by Women	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with <b>women</b> as owners/shareholders/directors of the company.
<b>Promotion of Youth owned entities</b>	4	51% owned or more by Youth	a) A copy of the founding documentation of the company with which the ownership is listed. b) Certified copy of identity document such as SA ID book, valid passport, citizenship, permit and so forth certified declaration. c) Latest Central Supplier Database (CSD) report with <b>Youth</b> as owners/shareholders/directors of the company.



## DECLARATION WITH REGARD TO COMPANY/FIRM

1.1 Name of company/firm.....

1.2 Company registration number: .....

1.3 TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - (a) disqualify the person from the tendering process;
  - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
  - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
  - (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
  - (e) forward the matter for criminal prosecution, if deemed necessary.

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



# **CONTRACT FORM – RENDERING OF SERVICES**

## **(SBD 7.2)**



**SBD 7.2**

**CONTRACT FORM - RENDERING OF SERVICES**

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

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

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

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

**WITNESSES**

1 .....

.....

2 .....

.....

DATE: .....





## CONTRACT FORM - RENDERING OF SERVICES

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

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

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

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

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

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

--

#### WITNESSES

1 .....  
....

2 .....  
....

DATE:  
.....



# **SECTION F**

## **SCOPE OF WORK**



## SECTION 4.1: DESCRIPTION OF THE WORKS

### 4.1.1 EMPLOYER'S OBJECTIVE

The Employer's objective is to appoint a PMO to assist the department to obtain its objectives

The Employer desires that the PMO should be of a high standard and professional and deliver within the shortest practical time.

### 4.1.2 OVERVIEW OF THE WORKS

The Scope of Works includes but not limited to the following elements: -

- i) SUPPORT TO THE MANAGEMENT STRUCTURE (PROVINCIAL LEVEL).
- ii) SUPPORT TO FSHS AT DISTRICT LEVEL.
- iii) SUPPORT TO FSHS AT PROVINCIAL LEVEL (GENERAL)

### 4.1.3 LOCATION OF WORKS

The PMO to provide office accommodation and all resources required for the execution of the work



# **SECTION G**

## **PRICING SCHEDULE**



## **PRICING INSTRUCTIONS**

For the purposes of this Pricing Schedule, the following words shall have the meanings hereby assigned to them.

- Estimated hours / month: The monthly estimated number of hours per category of work per month.
- Rate per hour: The payment per hour per category of work at which the Service Provider tenders to do the work.
- Disbursement: An amount allowed for the execution of the functions to be performed by the Service Provider, as described in the scope of works.

The quantities set out in the Pricing Schedule are approximate quantities only. The quantities of work finally accepted and certified for payment of the Services and not the estimated quantities (hours / number of users) given in the Pricing Schedule will be used to determine payments to the Service Provider. The validity of the Contract shall in no way be affected by differences between the quantities in the Pricing Schedule and the actual quantities finally certified for payment. Work shall be valued at the rates, sums and prices tendered.

The rates, amounts and sums submitted by the tenderer shall include full compensation for all overheads, profits, incidentals, mandatory taxes (other than Value Added Tax), for executing the work activities, for accommodation, travelling time and expenses, allowance for delays due to inclement weather, data capturing, all liaison required, project management, insurances, for all risk, obligations and responsibilities, complete as specified in the Conditions of Contract and Scope of Work.

Value Added Tax (VAT) shall be excluded from the tendered rates, sums and prices. Provision has been made at the end of the Pricing Schedule for the addition of VAT.

The tenderer shall fill in a rate or a lump sum against each item where provision is made for it even where no quantities are given. An item against which no rate or sum is entered or where a word or phrase such as "included" or "provided elsewhere" is entered will be accepted as a rate of nil (R 0,00) having been entered against such items and covered by the other prices or rates in the Pricing Schedule. Any work executed to which such a payment item applies, shall be measured under the appropriate items in the Pricing Schedule and valued at a rate of nil (R0,00). The rate of nil (R0,00) shall be valid irrespective of any change in the quantities during the execution of the Contract.

Tendered rates which are stated in the Pricing Data shall be subject to adjustment for inflation as provided for below:

- (i) The rates shall be fixed for the first 12-month period determined from the tender base date and no adjustment during this period will be allowed for inflation.

Disbursements shall include only such amounts, for the work, supplies or services, as the Employer shall have instructed. For each Disbursement, the Employer may instruct plant, materials or services to be procured by the Service Provider in accordance with the Employer's policies and effect payment to the Service Provider such amounts included in the Contract Price for the actual amounts paid (or due to be paid) by the Service Provider. The payment of disbursements will normally only be done on proof of payment, work done or expenses deemed to have been incurred by the claimant. The Service Provider shall produce all quotations, invoices, vouchers, accounts or receipts in substantiation of any claim under a disbursement.

The rates and lump sums filled in by the tenderer in the Pricing Schedule shall be final and binding with regard to submitting the tender.

Arithmetical errors shall be corrected through consultation with the bidder, but the final amount submitted in the Form of Offer will take precedence and will not be amended. Rates submitted may be adjusted to arrive at



the figure submitted in the form of offer. In such an event the tenderer will be notified, but failing agreement between the parties, the decision of the Employer shall be final and binding. When applicable, adjustment of the offered total of prices will take place prior to the signing of the Contract. Tenderers are urged to ensure the correctness of their tendered rates and lump sums, the extensions thereof and summation of the offered total of prices.

A tender may be deemed non-responsive if the unit rates or lump sums for some of the items in the Pricing Schedule are, in the opinion of the Employer, unreasonable or out of proportion, and if the tenderer fails, after having been notified in writing by the Employer to adjust the unit rates or lump sums for such items, to make such adjustments, or provide a satisfactory explanation as to why the rates are seemingly unreasonable or out of proportion.

All rates and sums in the Pricing Schedule shall be in South African Rand and whole cents.

### PRICING SCHEDULE YEAR 1

Ref	Monthly Project Management System costs	Estimated Number of users		Price per licence per month (R)	Total cost per month
	<b>Monthly Staff Related costs - Year 1</b>	<b>Number of resources</b>	<b>Estimated total contract working hours for the resources per month</b>	<b>Rate per hour (R)</b>	<b>Total cost per month (R)</b>
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Project leader (based at FSHS offices in Bloemfontein)	1	80		
	Project Managers based in different areas as follows:  2x Based in FSHS offices in Bloemfontein 2 x Based in FSHS offices in Phuthaditjhaba 1 x Based in FSHS offices in Kroonstad/Sasolburg 1 x Based in FSHS offices in Welkom	6	320 320 160 160		
	Contracts Manager (based at FSHS offices in Bloemfontein)	1	160		
	Administrative support	1	160		
<b>B1</b>	<b>Sub-Total Monthly Costs Staff Resources</b>				



	Monthly Travel and Disbursements	Estimated No of Km	Rate per Km (R )	Total cost per month (R)
B2	Travel	16 500		
B3	Disbursements (10% of Staff Resources) (10% x B1)			
	<b>Sub-Totals</b>			
B4	<b>Sub-Total Monthly Costs</b>			
	<b>Sub-Total Costs Year 1 (B4 x 12) Excluding Vat</b>			
	<b>Vat at 15%</b>			
B5	<b>Sub-Total Costs Year 1 Including Vat carried over</b>			

### PRICING SCHEDULE YEAR 2

Ref	Monthly Project Management System costs	Estimated Number of users		Price per licence per month (R)	Total cost per month
	<b>Monthly Staff Related costs - Year 2</b>	<b>Number of resources</b>	<b>Estimated total contract working hours for the resources per month</b>	<b>Rate per hour (R)</b>	<b>Total cost per month (R)</b>
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Project leader (based at FSHS offices in Bloemfontein)	1	80		
	Project Managers based in different areas as follows:  2x Based in FSHS offices in Bloemfontein 2 x Based in FSHS offices in Phuthaditjhaba 1 x Based in FSHS offices in Kroonstad/Sasolburg 1 x Based in FSHS offices in Welkom	6	320 320 160 160		
	Contracts Manager (based at FSHS offices in Bloemfontein)	1	160		
	Administrative support	1	160		
B1	<b>Sub-Total Monthly Costs Staff Resources</b>				



	Monthly Travel and Disbursements	Estimated No of Km	Rate per Km (R )	Total cost per month (R)
B2	Travel	16 500		
B3	Disbursements (10% of Staff Resources) (10% x B1)			
	<b>Sub-Totals</b>			
B4	<b>Sub-Total Monthly Costs</b>			
	<b>Sub-Total Costs Year 2 (B4 x 12) Excluding Vat</b>			
	<b>Vat at 15%</b>			
B5	<b>Sub-Total Costs Year 2 Including Vat carried over</b>			

### PRICING SCHEDULE YEAR 3

Ref	Monthly Project Management System costs	Estimated Number of users		Price per licence per month (R)	Total cost per month
	<b>Monthly Staff Related costs - Year 2</b>	<b>Number of resources</b>	<b>Estimated total contract working hours for the resources per month</b>	<b>Rate per hour (R)</b>	<b>Total cost per month (R)</b>
		<b>A</b>	<b>B</b>	<b>C</b>	<b>D</b>
	Project leader (based at FSHS offices in Bloemfontein)	1	80		
	Project Managers based in different areas as follows:  2x Based in FSHS offices in Bloemfontein 2 x Based in FSHS offices in Phuthaditjhaba 1 x Based in FSHS offices in Kroonstad/Sasolburg 1 x Based in FSHS offices in Welkom	6	320 320 160 160		
	Contracts Manager (based at FSHS offices in Bloemfontein)	1	160		
	Administrative support	1	160		
B1	<b>Sub-Total Monthly Costs Staff Resources</b>				





	Monthly Travel and Disbursements	Estimated No of Km	Rate per Km (R )	Total cost per month (R)
<b>B2</b>	Travel	16 500		
<b>B3</b>	Disbursements (10% of Staff Resources) (10% x B1)			
	<b>Sub-Totals</b>			
<b>B4</b>	<b>Sub-Total Monthly Costs</b>			
	<b>Sub-Total Costs Year 3 (B4 x 12) Excluding Vat</b>			
	<b>Vat at 15%</b>			
<b>B5</b>	<b>Sub-Total Costs Year 3 Including Vat carried over</b>			

### TOTAL COSTS FOR ALL THREE (3) YEARS

	SUB TOTAL COSTS FOR 3 YEARS	TOTAL COST PER YEAR
	Subtotal cost year 1	
	Subtotal cost year 2	
	Subtotal costs year 3	
	<b>Total carried to Offer</b>	



# **SECTION H**

## **GENERAL CONDITIONS OF CONTRACT**



## GENERAL CONDITIONS OF CONTRACT

### NOTES

The purpose of this document is to:

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

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

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



## **TABLE OF CLAUSES**

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



## General Conditions of Contract

<b>1. Definitions</b>	<p>1. The following terms shall be interpreted as indicated:</p> <p>1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.</p> <p>1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 "Day" means calendar day.</p> <p>1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.</p> <p>1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p> <p>1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 "GCC" means the General Conditions of Contract.</p> <p>1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues,</p>
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	<p>import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 “Local content” means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.</p> <p>1.18 “Manufacture” means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.</p> <p>1.19 “Order” means an official written order issued for the supply of goods or works or the rendering of a service.</p> <p>1.20 “Project site,” where applicable, means the place indicated in bidding documents.</p> <p>1.21 “Purchaser” means the organization purchasing the goods.</p> <p>1.22 “Republic” means the Republic of South Africa.</p> <p>1.23 “SCC” means the Special Conditions of Contract.</p> <p>1.24 “Services” means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 “Written” or “in writing” means handwritten in ink or any form of electronic or mechanical writing.</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>
<b>3. General</b>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<b>4. Standards</b>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<b>5. Use of contract documents and information; inspection.</b>	<p>5.1 The supplier shall not, without the purchaser’s prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser’s prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.</p>



	5.4	The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.
<b>6. Patent rights</b>	6.1	The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.
<b>7. Performance security</b>	7.1	Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
	7.2	The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
	7.3	The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms: (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or (b) a cashier's or certified cheque
	7.4	The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
<b>8. Inspections, tests and analyses</b>	8.1	All pre-bidding testing will be for the account of the bidder.
	8.2	If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
	8.3	If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
	8.4	If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
	8.5	Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
	8.6	Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
	8.7	Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract.





	8.8	Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
<b>9. Packing</b>	9.1  9.2	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. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
<b>10. Delivery and documents</b>	10.1 10.2	Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. Documents to be submitted by the supplier are specified in SCC.
<b>11. Insurance</b>	11.1	The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
<b>12. Transportation</b>	12.1	Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
<b>13. Incidental services</b>	13.1  13.2	The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 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.
<b>14. Spare parts</b>	14.1	As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and





		<p>(b) in the event of termination of production of the spare parts:</p> <p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15. Warranty</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>	
<b>16. Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>	
<b>17. Prices</b>	<p>17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.</p>	
<b>18. Contract amendments</b>	<p>18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.</p>	
<b>19. Assignment</b>	<p>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.</p>	
<b>20. Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>	



<b>21. Delays in the supplier's performance</b>	<p>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.</p> <p>21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
<b>22. Penalties</b>	<p>22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.</p>
<b>23. Termination for default</b>	<p>23.1 The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part:</p> <ul style="list-style-type: none"> <li>(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;</li> <li>(b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.</li> </ul> <p>23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any</p>



		excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
<b>24. Anti-dumping and countervailing duties and rights</b>	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
<b>25. Force Majeure</b>	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
<b>26. Termination for insolvency</b>	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.
<b>27. Settlement of Disputes</b>	27.1	If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
	27.2	If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
	27.3	Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
	27.4	Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.
	27.5	Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.



<b>28. Limitation of liability</b>	28.1	Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
<b>29. Governing language</b>	29.1	The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
<b>30. Applicable law</b>	30.1	The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
<b>31. Notices</b>	31.1	Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
	31.2	The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
<b>32. Taxes and duties</b>	32.1	A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
	32.2	A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
	32.3	No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
<b>33. National Industrial Participation (NIP) Programme</b>	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
<b>34. Prohibition of Restrictive practices</b>	34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, and agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
	34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.

