

# THE HOUSING DEVELOPMENT AGENCY



## TERMS OF REFERENCES

**BID NO.: HDA/FS/2023/014**

**APPOINTMENT OF A TURNKEY SERVICE PROVIDER FOR THE  
CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS  
WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA  
RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE  
METSIMAHOLO LOCAL MUNICIPALITY**

**CLOSING DATE: 13 JULY 2023 @ 11:00**

BIDDING RELATED ENQUIRIES
HDA HEAD OFFICE  Mr. Jerry Makofane – SCM Office  THE HOUSING DEVELOPMENT AGENCY BLOCK B, SECOND FLOOR MEGAWATT PARK OFFICES 1 MAXWELL DRIVE SUNNINGHILL GAUTENG 2157  Tel: (011) 544 1000

**NAME OF BIDDER** : \_\_\_\_\_

\_\_\_\_\_

**TEL NUMBER** : \_\_\_\_\_

**E-MAIL ADDRESS** : \_\_\_\_\_

**BID AMOUNT (IN NUMBERS)** : \_\_\_\_\_

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## HOUSING DEVELOPMENT AGENCY

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### BID DOCUMENT

#### APPOINTMENT OF A TURNKEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY

### **1. VERY IMPORTANT NOTICE ON DISQUALIFICATION**

A bid not complying with the peremptory requirements stated hereunder will be regarded as not being an "Acceptable bid", and as such will be REJECTED. "Acceptable bid" means any bid which, in all respects, complies with the conditions of bid and specifications as set out in the bid documents.

#### A BID WILL BE REJECTED:

- a) If any pages have been removed from the bid document and have therefore not been submitted;
- b) In the event of a failure to complete and sign the schedule of quantities as required, i.e., only lump sums provided, OR no rates/prices provided on line items;
- c) In the event of there being scratching out, writing over or painting out rates or information, affecting the evaluation of the bid, without initialling next to the amended rates or information;
- d) In the event of the use of correction fluid (e.g., tippex), any erasable ink, or any erasable writing instrument (e.g., pencil);
- e) If the Bid has not been properly signed by a person having the authority to do so. (Refer to Declaration);
- f) If the bidder attempts to influence, or has in fact influenced the evaluation and/or awarding of the contract;
- g) If the bid has been submitted either in the wrong bid box or after the relevant closing date and time.
- h) The accounting officer must ensure that irrespective of the procurement process followed, no award may be given to a person –
  - who is in the service of the state, or;
  - if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder, is a person in the service of the state; or;
  - who is an advisor or consultant contracted with the municipality in respect of contract that would cause a conflict of interest.
- i) **If the bidder is not registered in the required CIDB Grading of 4GB or higher.**
- j) **If the bidder is not registered with the National Home Builders Registration Council (NHBRC) as a Home Builder.**

**k)** If the bidder or any of its directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector.

**l)** If the following have not been fully completed and signed:

- FORM 2.2.2 – General Declaration
- FORM 2.2.3 – Declaration of Interest

PLEASE NOTE BELOW:

- IN THIS DOCUMENT AND OTHER DOCUMENTS REFERRED TO BUT NOT ATTACHED, THE FOLLOWING WORDS ARE SYNONYMOUS WITH EACH OTHER.
  - CLIENT, EMPLOYER, THE HOUSING DEVELOPMENT AGENCY (HDA)
  - BID, TENDER AND VARIATIONS THEREOF
  - JOINT VENTURE / CONSORTIUM
- Very important notice Bidders must note that only information filled in at the spaces provided therefore in the bid document will be considered for evaluation purposes unless additional space is required and then only if the location of the additional information in the attachments is properly referred to by page number and section heading. Information supplied anywhere else will be disregarded which may lead to the rejection of the bid.
- The attachment or inclusion of information not specifically asked for is not desirable and lead to delays in the awarding of bids. This includes Company Profiles if not specifically requested.

# HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2023/014

## BID DOCUMENT

APPOINTMENT OF A TURN-KEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY

## 2. BID NOTICE AND INVITATION TO BID

Suitable Service Providers, who are in good standing with the South African Revenue Services, are hereby invited to submit proposals for the following project:

Project Name	Bid No.	Evaluation Criteria	Enquiries
Appointment of a turn-key service provider for the construction of 24 temporary residential units with communal ablution facilities at Umgababa Residential flat in Zamdela, Sasolburg under the Metsimaholo Local Municipality	HDA/FS/2023/014	<ul style="list-style-type: none"><li>• <b>Mandatory Requirements</b></li><li>• <b>Functionality</b></li><li>• <b>Financial Offer and Preference</b></li></ul>	Mr. Jerry Makofane Tel: 011 544 1000

Bid documents (to be supplied at no cost to the bidder) can be downloaded from the HDA website [www.thehda.co.za/tenders](http://www.thehda.co.za/tenders). Bids must be completed in accordance with the conditions and bid rules contained in the bid documents and be sealed, together with supporting documents, in an envelope or package clearly marked:

**“Bid Number: HDA/FS/2023/014 – Appointment of a turn-key service provider for the construction of 24 Temporary Residential Units with communal ablution facilities at Umgababa Residential flat in Zamdela, Sasolburg under the Metsimaholo Local Municipality”**

and be placed in a bid box located at the HDA Head Office, located at:

Block B, Second Floor  
Megawatt Park Offices,  
1 Maxwell drive  
Sunninghill  
2157

not later than **13 July 2023 @ 11:00**. No faxed, e-mailed, or late bids will be accepted.

Bidders' attention is specifically drawn to the provisions of the bid rules and evaluation criteria which are included in the bid document. The HDA may accept or reject any variation, deviation, bid offer, or alternative bid offer, and may cancel the bid process and reject all bids at any time before the formation of a contract. The HDA shall not incur any liability to a bidder for such cancellation and rejection but will give written reasons for such action upon request to do so. Bids may only be submitted on the Bid Document provided by the HDA.

All enquiries are to be directed to Mr Jerry Makofane at 011 544 1000.

## HOUSING DEVELOPMENT AGENCY

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### BID DOCUMENT

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### 3. BID EVALUATION

The bids will be evaluated in three (3) stages, namely:

- Stage 1 : Mandatory Requirements
- Stage 2 : Functionality
- Stage 3 : Financial Offer and Specific Goals

#### 3.1. STAGE 1: MANDATORY REQUIREMENTS

Failure of the Bidder to comply with the following will result in immediate disqualification:

- (i) Proof of registration with the Construction Industry Development Board (CIDB) as a Contractor with a CIDB Grading of 4GB or higher. Bidders who have a 3GB PE grading and below may not submit bids;
- (ii) A letter of intent from a recognised financial institution for the minimum construction guarantee of 10% of the bid value;
- (iii) Valid registration with the National Home Building Registration Council (NHBRC) as a Home Builder. (In the case of a joint venture both companies must submit a valid NHBRC certificate);
- (iv) Compliance with very important notice on disqualification in Pages 2 and 3 of this bid document.

#### 3.2. STAGE 2: FUNCTIONALITY

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability, the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
i	Experience of the bidder	30
ii	Bank rating	10
iii	Methodology	30
iv	Key personnel qualifications and experience	30
TOTAL POINTS		100

### 3.2.1.EXPERIENCE OF THE BIDDER (COMPANY) (30 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, **i.e. Supply and installation of the Temporary Residential Units with communal ablution facilities**, by attaching copies of appointment letter and completion certificate or Employer's Reference Letter for each completed project.

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted inadequate or no information to determine points to be allocated	0
Bidder has submitted proof of 1 successfully completed similar project	10
Bidder has submitted proof of 2 successfully completed similar projects	20
Bidder has submitted proof of 3 or more successfully completed similar projects	30

### 3.2.2.BANK RATING (10 POINTS)

The bidder must submit copy of a letter from a recognized banking institution indicating the Bank Rating for determination of points as per the Table below:

TARGETED GOALS	POINTS ALLOCATION
No submission or Bank Rating E	0
Bank Rating D	2
Bank Rating C	5
Bank Rating B	8
Bank Rating A	10

### 3.2.3.METHODOLOGY (30 POINTS)

The bidder must submit an approach and methodology that respond to the scope of works, and outline the proposed approach and work plan, indicating allocation of resources and ensuring the project is completed within the given timeframe. The scoring of the methodology will be as follows:

TARGETED GOALS	POINTS ALLOCATION
Project execution/implementation plan	10
Method statement	5
Allocation of resources and tasks	5
Work programme and plan	10

### 3.2.4.KEY PERSONNEL QUALIFICATIONS AND EXPERIENCE (30 POINTS)

The Bidder must submit Proposed Team Structure, identifying **Contracts/Project Manager, Site Agent and Safety Officer** as key personnel. Copies of CVs and certificates for each key personnel must be attached for determination of points to be allocated as per the table below:

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
Contracts/ Project Manager	Inadequate or no information submitted to determine points	0
	A CV of Contracts/Project Manager with less than 5 years of relevant experience in Civil Engineering or Building related projects and copy of BSC or B. Tech Degree in Civil Engineering or Building submitted.	4
	A CV of Contracts/Project Manager with 3 to 5 years of relevant experience in Civil Engineering or Building related	7

	projects and copy of BSC or B. Tech Degree in Civil Engineering or Building submitted.	
	A CV of Contracts/Project Manager with more than 5 years of relevant experience in Civil Engineering or Building related projects and copy of BSC or B. Tech Degree in Civil Engineering or Building submitted.	10
Site Agent	Inadequate or no information submitted to determine points	0
	A CV of Site Agent with less than 5 years of relevant experience in Civil Engineering or Building related projects and copy of National Diploma in Civil Engineering or Building submitted.	4
	A CV of Site Agent with 3 to 5 years of relevant experience in Civil Engineering or Building related projects and copy of National Diploma in Civil Engineering or Building submitted.	7
	A CV of Site Agent with more than 5 years of relevant experience in Civil Engineering or Building related projects and copy of National Diploma in Civil Engineering or Building submitted.	10
Safety Officer	Inadequate or no information submitted to determine points	0
	A CV of Safety Officer with less than 3 years of relevant experience in construction safety and copy of National Diploma in Safety Management submitted.	4
	A CV of Safety Officer with 3 to 5 years of relevant experience in construction safety and copy of National Diploma in Safety Management submitted.	7
	A CV of Safety Officer with more than 5 years of relevant experience in construction safety and copy of National Diploma in Safety Management submitted.	10

### 3.3. STAGE 3: FINANCIAL OFFER AND SPECIFIC GOALS EVALUATION

All responsive bids that qualify by meeting the minimum thresholds for functionality will be evaluated on the basis of price and specific goals outlined below. The points scored for functionality are not carried over or considered in the calculation of the Financial and Specific Goals evaluation.

- Financial Offer Evaluation:** The following formula will be used to calculate the points out of 80 for price in respect of a tender value, inclusive of all applicable taxes:

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

Where

Ps = Points scored for price of tender under consideration;  
Pt = Price of tender under consideration, and;  
Pmin = Price of lowest acceptable tender.

- Specific Goals Evaluation:** A bidder must submit proof or documentation to claim points for specific goals. A bidder failing to submit proof or documentation to claim points for specific goals will be interpreted to mean that preference points for specific goals are not claimed. The bidder may not be disqualified but will score 0 points out of 20 for specific goals.



- 2.1. 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:
- 2.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- 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 3: Specific goals for the tender and points claimed are indicated per the table below.**  
**(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.**  
**Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)**

The Specific Goals allocated points in terms of this tender	Number Points	Proof / Documentation required to Claim Points for Specific Goals
<b>Size of Company (Maximum points = 7 points)</b>		
• EME	7	CSD and Sworn Affidavit
• QSE	5	CSD and Sworn Affidavit
• GE or others	3	Letter from Auditors or Authorised person confirming annual turn over
<b>Black Women Owned (Maximum points = 5 points)</b>		
75% - 100%	5	CSD and Sworn Affidavit
51% - 74.99 -	3	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit
<b>Historically Disadvantaged South Africans* (maximum Points = 8)</b>		
<b>Youth (Maximum points 3)</b>	3	CSD
<b>HDSA</b>	2	CSD and Sworn Affidavit
<b>Disabled People</b>	3	CSD and Sworn Affidavit

\*Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Size of Company (7)</b>		
• EME	7	
• QSE	5	
• GE	3	

<b>Black women (5)</b>		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
<b>Historically Disadvantaged South Africans* (maximum Points = 8)</b>		
Youth	3	
HDSA	2	
Disabled	3	

HOUSING DEVELOPMENT AGENCY

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BID DOCUMENT

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#### **4. LIST OF RETURNABLE SCHEDULES**

The bidder must complete the following returnable schedules for evaluation purposes:

- Schedule A : Certificate of Authority of Signatory
- Schedule B : Company Registration Details
- Schedule C : SBD 4 – Declaration of interest
- Schedule D : SBD 6.1 – Preference Points Claim Form in terms of the Preferential Procurement Regulations 2022
- Schedule E : Functionality Evaluation

#### 4.1 SCHEDULE A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) JOINT VENTURE	(IV) PARTNERSHIP	(V) SOLE PROPRIETOR

**Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated.**

##### (I) CERTIFICATE FOR COMPANY

I, \_\_\_\_\_ chairperson of the Board of  
Directors of \_\_\_\_\_,  
hereby confirm that by resolution of the Board (copy attached) taken on \_\_\_\_\_ 20\_\_\_\_,  
Mr/Ms \_\_\_\_\_  
acting in the capacity as \_\_\_\_\_,  
is authorized to sign all documents in connection with the Bid No.: HDA/FS/2023/014, and any  
contract resulting from it, on behalf of the company.

Chairman : \_\_\_\_\_

Witness (1) : \_\_\_\_\_ Witness (2) : \_\_\_\_\_

**(II) CERTIFICATE FOR CLOSE CORPORATION**

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

hereby authorise Mr/Ms \_\_\_\_\_,

acting in the capacity of \_\_\_\_\_

to sign all documents in connection with the Bid No.: HDA/FS/2023/014, and any contract resulting from it, on our behalf.

[illegible]

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

**(III) CERTIFICATE JOINT VENTURE**

We, the undersigned, are submitting this Bid in Joint Venture and hereby authorize

Mr/Ms \_\_\_\_\_,

authorized signatory of the Joint Venture \_\_\_\_\_

\_\_\_\_\_ ,  
acting in the capacity of lead partner, to sign all documents in connection with the

Bid No.: HDA/FS/2023/014 and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Name
		Signature
		Designation
		Name
		Signature
		Designation
		Name
		Signature
		Designation

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

#### **(IV) CERTIFICATE FOR PARTNERSHIP**

We, the undersigned, being the key partners in the business trading as \_\_\_\_\_

\_\_\_\_\_ ,  
hereby authorise Mr/Ms \_\_\_\_\_ ,

acting in the capacity of \_\_\_\_\_

to sign all documents in connection with the Bid No.: HDA/FS/203/014 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

#### **(V) CERTIFICATE FOR SOLE PROPRIETOR**

I, \_\_\_\_\_ ,

hereby confirm that I am the sole owner of the business trading as \_\_\_\_\_

\_\_\_\_\_  
Signature of Sole Owner : \_\_\_\_\_

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

Witness (1) : \_\_\_\_\_

Witness (2) : \_\_\_\_\_

## 4.2 SCHEDULE B: COMPANY REGISTRATION DETAILS

The Bidder must provide Company Registration details on the space provided below and attach Certificates as proof of Registration. Copies of IDs of Directors must also be attached.

NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

COMPANY REGISTRATION NUMBER : \_\_\_\_\_

NO. OF DIRECTORS/SHAREHOLDERS : \_\_\_\_\_

The space below must be used in the case of Joint Venture or partnership.

1. NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

CO. REGISTRATION NUMBER : \_\_\_\_\_

NO. DIRECTORS/SHAREHOLDERS : \_\_\_\_\_

2. NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

CO. REGISTRATION NUMBER : \_\_\_\_\_

NO. DIRECTORS/SHAREHOLDERS : \_\_\_\_\_

3. NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

CO. REGISTRATION NUMBER : \_\_\_\_\_

NO. DIRECTORS/SHAREHOLDERS : \_\_\_\_\_

4. NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

CO. REGISTRATION NUMBER : \_\_\_\_\_

NO. DIRECTORS/SHAREHOLDERS : \_\_\_\_\_

5. NAME OF COMPANY : \_\_\_\_\_  
\_\_\_\_\_

CO. REGISTRATION NUMBER : \_\_\_\_\_

NO. DIRECTORS/SHAREHOLDERS : \_\_\_\_\_



## PART A INVITATION TO BID

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)</b>					
BID NUMBER:	HDA/FS/2023/014	CLOSING DATE:	13 JULY 2023	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A TURNKEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY				
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
THE HOUSING DEVELOPMENT AGENCY (HDA)					
BLOCK B, SECOND FLOOR					
MEGAWATT PARK OFFICES					
1 MAXWELL DRIVE					
SUNNINGHILL					
2157					
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO</b>			<b>TECHNICAL ENQUIRIES MAY BE DIRECTED TO:</b>		
CONTACT PERSON	JERRY MAKOFANE		CONTACT PERSON	JERRY MAKOFANE	
TELEPHONE NUMBER	(011) 544-1000		TELEPHONE NUMBER	(011) 544-1000	
FACSIMILE NUMBER	(011) 544-1006/7		FACSIMILE NUMBER	(011) 544-1006/7	
E-MAIL ADDRESS	<a href="mailto:Jerry.makofane@hda.co.za">Jerry.makofane@hda.co.za</a>		E-MAIL ADDRESS	<a href="mailto:Jerry.makofane@hda.co.za">Jerry.makofane@hda.co.za</a>	
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
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]		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

### 1. BID SUBMISSION:

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
- 1.2. **ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.**
- 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
- 1.4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**

### 2. TAX COMPLIANCE REQUIREMENTS

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE [WWW.SARS.GOV.ZA](http://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: .....

#### 4.4 SCHEDULE D: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state\*, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority and/or take an oath declaring his/her interest, where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1. Full Name of bidder or his or her representative: .....
  - 2.2. Identity Number: .....
  - 2.3. Position occupied in the Company (director, shareholder etc.): .....
  - 2.4. Company Registration Number: .....
  - 2.5. Tax Reference Number: .....
  - 2.6. VAT Registration Number: .....

---

\* "State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / shareholder/ member: .....

Name of state institution to which the person is connected: .....

Position occupied in the state institution: .....

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors/ shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:

.....

.....

.....

2.9 Do you, or any person connected with the bidder, have any relationship (family, friend, other) with a person employed by the state and who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.9.1 If so, furnish particulars.

.....

.....

.....

2.10 Are you, or any person connected with the bidder, aware of any relationship (family, friend, other) between the bidder and any person employed by the state who may be involved with the evaluation and or adjudication of this bid? **YES / NO**

2.10.1 If so, furnish particulars.

.....

.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

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

**3. Full details of directors / trustees / members / shareholders.**

Full Name	Identity Number	Personal Income Tax Reference Number	State Employee Number / Persal Number

**4. DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....  
 Signature

.....  
 Date

.....  
 Position

.....  
 Name of bidder

#### 4.5 SCHEDULE E: 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

- a) The applicable preference point system for this tender is the 80/20 preference point system.
- b) The lowest 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
SPECIFIC GOALS	20
<b>Total points for Price and SPECIFIC GOALS</b>	<b>100</b>

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

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. POINTS AWARDED FOR PROCUREMENT OF GOODS AND SERVICES

### 3.1. THE 80/20 PREFERENCE POINT SYSTEMS

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

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

Where;

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

### 3.2. SPECIFIC GOALS

- 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:
- In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
  - (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point

system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
<b>Size of Company (7)</b>		
• EME	7	
• QSE	5	
• GE	3	
<b>Black women (5)</b>		
75% - 100%	5	
51% - 74.99%	3	
Below 51%	1	
<b>Historically Disadvantaged South Africans* (maximum Points = 8)</b>		
Youth	3	
HDSA	2	
Disabled	3	

#### 4. DECLARATION WITH REGARD TO COMPANY/FIRM

4.1. Name of company/firm : \_\_\_\_\_

4.2. Company registration number : \_\_\_\_\_

##### 4.3. 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]



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

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

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

**SURNAME AND NAME:** .....

**DATE:** .....

**ADDRESS:** .....

.....

.....

.....

#### 4.6. SCHEDULE I: FUNCTIONALITY EVALUATION

The following forms must be completed to determine the functionality evaluation.

##### **RELATED EXPERIENCE OF BIDDER**

**(NB: This schedule is used in evaluating Functionality)**

The Bidder shall list below or in a separate schedule a statement of those works/services of similar nature, i.e., **Supply and installation of the Temporary Residential Units with communal ablution facilities**, which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied.

**Please Note** : Copies of Appointment Letter, and Completion Certificate or Employer's Reference Letter for each Project must be attached as proof.

PROJECT NAME	PROJECT VALUE	COMPLETION DATE	CONTACT PERSON

**NB:** Please attach separate page if space provided is not sufficient

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_  
(Authorised Person)

**LIST OF KEY PERSONNEL**  
**(NB: This schedule is used in Evaluating Functionality)**

The Bidder must submit Proposed Team Structure, identifying **Contract /Project Manager, Project Site Agent and Project Administrator** as key personnel available to work on the project.

The Bidder shall list below the key personnel to be used on this project.

NAME	POSITION	QUALIFICATIONS	YEARS OF EXPERIENCE
	CONTRACTS/ PROJECT MANAGER		
	SITE AGENT		
	SAFETY OFFICER		

SIGNATURE: \_\_\_\_\_ DATE: \_\_\_\_\_

## HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2023/014

APPOINTMENT OF A TURN-KEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24  
TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA  
RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL  
MUNICIPALITY

### 5 PRICING INSTRUCTIONS

The Bidder must take note of the following Pricing Instructions when completing the Activity Schedule:

- The Bidder must study or refer to Scope of Works when completing the Activity Schedule.
- The Bidder is to allocate a maximum lump sum bid to each item in the Activity Schedule.
- The bidder to submit Project Implementation Plan with cost breakdowns that outline how the project will be executed.
- Activities must be completed to the satisfaction of the client and invoiced on completion of each activity.
- The bid and the total price for each activity may not be exceeded.
- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
- Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt of correct or corrected relevant invoices.
- The Client reserves the right, by giving written notice to the Bidder, to stop the progress of a project stage at any time. Should the Client exercise this right, the client will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.

## HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2023/014

## BID DOCUMENT

APPOINTMENT OF A TURN-KEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY

## 6 ACTIVITY SCHEDULE

The activity schedule must be completed in full and as described in the pricing instructions. Please refer to the Scope of Works when completing the schedule.

ITEM	DESCRIPTION	NO	RATE	AMOUNT
1	Construction of a complete 30m <sup>2</sup> 2-Roomed Temporary Residential Unit (TRU)	24	R68 660.00	
2	Design, construction and commission communal ablution facilities suitable for interim use at Temporary Residential Units (TRU). <b>(NB: Approved designs, which must be in accordance with the applicable ratio for provision of such facilities, as per the Neighbourhood Guidelines, must be submitted with the Bid)</b>			
3	Project Management Fee per Temporary Residential Unit (TRU)	24	R4 649.00	
<b>TOTAL (VAT ZERO RATED)</b>				

**Please Note:**

- Item 1 – Rate for the construction of each TRU includes all construction costs, e.g.: Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc.
- Item 2 – Rate for the ablution facilities to include all construction costs, e.g., Materials, labour, earthworks, loading, packing, storage, all transportation from suppliers to site including double handling costs, salaries, protective clothing, tools, equipment, standing time and wet rate etc.
- Item 3 – Rate for Project Management Fee includes drawings, specifications, beneficiary verification signoff, quality monitoring and approval, weekly reporting and monthly meetings.

NAME OF BIDDER : \_\_\_\_\_

AUTHORIZED SIGNATURE : \_\_\_\_\_

DATE : \_\_\_\_\_

# HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2023/014

## BID DOCUMENT

APPOINTMENT OF A TURN-KEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY

## 7 PROJECT INFORMATION

### 7.1. BACKGROUND & INTRODUCTION

The Free State Human Settlements (FSHS) has appointed the HDA as an Implementing Agent for appointment of a turn-key service provider for the construction of 24 Temporary Residential Units with communal ablution facilities at Umgababa Hostel in Zamdela, Sasolburg. Block D of the Hostel suffered structural damages due to the fire that occurred in the early hours of 22 March 2022, however, the cause of the fire is unknown. The damage has left about 24 families without shelter and were temporarily accommodated in tents, which are not habitable or lack human dignity.

To address the challenges caused by the damages, the HDA hereby wishes to appoint a suitable Service Provider to construct 24 x 30m<sup>2</sup> Two-Roomed Temporary Residential Units with communal ablution facilities at Umgababa Hostel in Zamdela, Sasolburg. Complete project information is provided below.

### 7.2. LOCATION

The Umgababa Flats, Block D are located in the Zamdela Township in Sasolburg which fall under Metsimaholo Local Municipality.



Umgababa Locality



Umgababa Hostel Block D

The coordinates are -26.8390633, 27.8403226

### 7.3. OBJECTIVES

MUNICIPALITY	PROJECT NAME	PROJECT DESCRIPTION	NUMBER OF UNITS
Metsimaholo Municipality	Mgababa TRUs	Appointment of a turn-key service provider for the construction of 24 Temporary Residential Units with communal ablution facilities at Umgababa Residential Flat in Zamdela, Sasolburg under the Metsimaholo Local Municipality	24
TOTAL			24

### 7.4. SCOPE OF WORKS

The Scope of Works for the contractor shall include, but limited to the following:

- Submit quotations for the construction of **24** temporary residential accommodation in line with the National Housing Code Specifications. (note: pages 39, 40 & 41);
- The clearance of all sites and necessary earthworks to build the foundations and temporary residential units, and to safely dispose of surplus material;
- A raft foundation specification as per attached specification;
- Construction of 30 square meter two roomed unit (Single clad wall panel). Please see Page 33 of this document;
- Weatherproof walls, windows, doors and roof;
- Submit contractor's delivery programme for approval by FS-HDA and FSDHS, and;
- Apply principles of construction management and use reporting templates agreed with HDA for reporting on progress.

#### 7.4.1. ADDITIONAL INFORMATION

HDA encourages new innovations that will change, enhance the lives of the community they are service. If the contractor has a different typology building material of the temporary residential accommodation, they are welcome to include a proposal that is detailed from material used, to construction method. Bearing in mind that the proposed typology must be within and be align to the National Housing Code, that also means the pricing of the structure.

#### 7.4.2. GENERAL NOTICEABLES

- The contractor shall ensure that its team has relevant expertise and have necessary equipment and support to undertake the work;
- The contractor must have experience in building the TRU as per the Housing Code Guide lines;
- No upfront payment will be done. The contractor will only invoice and be paid upon completion of work (units) agreed with HDA and the Client per week;
- The contractor will be expected to issue the warranty certificate on the work done;
- All new material to be used shall be of approved equal quality;
- Appointed service provider to be prepared to employ **Community Liaison Officer (CLO)** in the communities where work will be allocated, including unskilled locally sourced labour.

#### 7.4.3. SUBCONTRACTORS - SUBMISSION OF OWNERSHIP

- The Contractor shall submit the names and addresses of subcontractors he employs to the duly authorized official, at the commencement of the contract and at such times during the contract as may be required;
- The main Contractor will be held responsible for the satisfactory execution of the contract;
- The Contractor shall be entirely responsible for the conduct and behavior of all staff members engaged by him.

#### 7.5. PROJECT DURATION

The service provider should be able to commence immediately after being appointed and the project duration may not exceed period of **Eight (8) months**. The successful bidder shall enter into a service level agreement with the HDA, whereupon all the delivery timeframes and milestones shall be agreed upon by both parties.

#### 7.6. AFFECTED HOUSEHOLDS DERMOGRAPHIC INFORMATION

The table below provides an indication of affected households, and can be used for designing ablution facilities with enough toilets for males and females.

UNIT NO	ADULTS		TOTAL
	MALE	FEMALE	
D1	1	4	5
D2	2	0	2
D3	2	1	3
D4	4	0	4
D5	4	8	12
D6	1	0	1
D11	4	3	7
D12	1	3	4
D13	1	3	4
D14	0	1	1
D16	2	0	2
D17	0	2	2
<b>TOTAL</b>	<b>22</b>	<b>25</b>	<b>47</b>



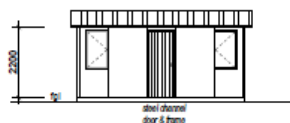
# HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2023/014

## BID DOCUMENT

### APPOINTMENT OF A TURN-KEY SERVICE PROVIDER FOR THE CONSTRUCTION OF 24 TEMPORARY RESIDENTIAL UNITS WITH COMMUNAL ABLUTION FACILITIES AT UMGABABA RESIDENTIAL FLAT IN ZAMDELA, SASOLBURG UNDER THE METSIMAHOLO LOCAL MUNICIPALITY

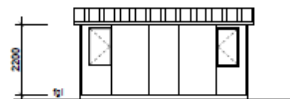
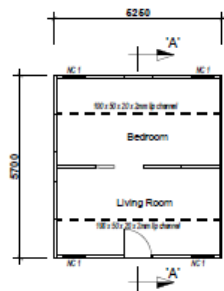
#### TYPICAL DESIGNS AND SPECIFICATIONS OF TWO-ROOMED UNITS



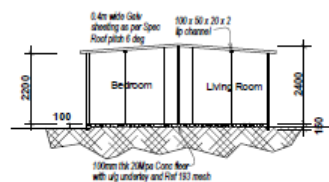
FRONT ELEVATION  
Scale 1:100



SIDE ELEVATION (typ)  
Scale 1:100



REAR ELEVATION  
Scale 1:100



SECTION A-A  
Scale 1:100

#### SPECIFICATION

##### SINGLE CLAD PREFABRICATED UNIT

##### TERMS:

**BOARD** 8mm FIBRE CEMENT OR MAGNA/MGO BOARD.  
**CHANNEL** 0.086mm THICK ALUMINIUM AND ZINC COATED STEEL (AZ160), ROLLED TO FORM A 35 x 83 x X 35mm "C" SECTION.

##### DESCRIPTION:

THE SYSTEM IS SUPPLIED TO THE SITE IN A FLAT PACK KIT FORMAT AND CONSTRUCTED USING LOCAL PERSONNEL. THE BUILDING CONSISTS OF PREFABRICATED WALL PANELS, ERECTED ON A CONCRETE FLOOR SLAB, AND ROOFED WITH WIDESPAN SHEETING. ONCE THE POSITION OF THE UNIT HAS BEEN DECIDED A PLATFORM IS PREPARED, UPON WHICH THE FLOOR SLAB IS CONSTRUCTED. THE UNITS MAY VARY IN DIMENSION DEPENDANT ON THE CLIENT'S REQUIREMENTS.

##### WALL PANEL:

A PANEL IS CONSTRUCTED USING A CHANNEL FRAME WHICH IS THEN CLAD WITH BOARD ON THE EXTERNAL SIDE. THE OVERALL THICKNESS OF THE FINISHED PANEL WILL BE APPROXIMATELY 75 mm, WHILST THE LENGTH AND HEIGHT ARE DEPENDANT ON THE CONFIGURATION AS PER THE REQUIRED UNIT PLAN AND DESIGN.

##### FLOOR:

ONCE THE PLATFORM IS PREPARED THE SHUTTERS ARE POSITIONED AND UG PLASTIC IS LAID READY FOR THE CONCRETE PLACEMENT. THE FLOOR IS A 100mm THICK 20MPa CONCRETE SLAB WITH REF 183 MESH WIRE. THE EXTERNAL EDGES ARE THICKENED TO 160MM WITH THE MINIMUM HEIGHT OF 100mm ABOVE GROUND LEVEL

##### ROOF:

THE ROOF STRUCTURE IS MANUFACTURED USING ONE 100 x 60 x 20 x 2mm PRE-GALVANISED LIP CHANNEL WHICH IS PLACED IN THE CENTRE OF THE GABLE WALL OF EACH ROOM. IT IS FIXED TO THE OUTER AND GABLE WALLS USING MINI TRUSS HANGERS. 0.4mm THICK GALVANISED WIDESPAN SHEETING IS USED AS THE ROOF COVERING.

##### WINDOWS:

THE WINDOW PANEL IS CONSTRUCTED, AS PER THE WALL PANEL, WHEREIN AN APERTURE IS CUT AND EDGED WITH A RECTANGULAR CHANNEL FRAME TO RECEIVE A F7 RED OXIDE PAINT FINISHED STEEL WINDOW. THERE ARE TWO NC 1 WINDOWS PER ROOM, AS DEPICTED ON THE LAYOUT DRAWINGS. THESE ARE GLAZED WITH 3mm GLASS ONCE THE UNIT IS ERECTED.

##### DOOR:

A DOOR PANEL IS CONSTRUCTED AS PER THE WALL PANEL, IN THE MANUFACTURING PROCESS A REBATED CHANNEL FRAME IS FITTED. ONCE THE UNIT IS ERECTED THE FOLLOWING DOORS ARE HUNG: -

EXTERNAL : A GALVANISED CHAWL DOOR FITTED WITH A THREE-LEVER LOCKSET.  
INTERNAL : NIL

##### CONSTRUCTION:

1. THE SITE OF THE UNIT IS LEVELLED, AND A PLATFORM PREPARED BY THE CLIENT.
2. THE FLOOR SLAB IS CONSTRUCTED.
3. THE WALL PANELS ARE POSITIONED AND FIXED TO THE FLOOR SLAB USING THE FOLLOWING:  
400MM LENGTHS OF 38 X 2MM GALVANISED HOOP IRON ARE CAST INTO THE SLAB AT 1000MM CENTRES, THESE EXTEND 60MM FROM THE SLAB SURFACE AND ARE AFFIXED TO THE PANELS BY WAY OF TECH SCREWS.
4. THE ROOF IS THEN INSTALLED.
5. THE VERTICAL PANEL JOINTS ARE SEALED WITH AN ACRYLIC SEALANT AND A WATERPROOF MEMBRANE IS APPLIED TO THE JOINT BETWEEN THE BASE OF THE PANELS AND THE FLOOR SLAB.
6. THE UNIT IS PAINTED EXTERNALLY WITH A PASTEL PVA PAINT.



**THE NATIONAL TREASURY**  
**Republic of South Africa**

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**GOVERNMENT PROCUREMENT:**

**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

## NOTES

The purpose of this document is to:

Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

☐ The General Conditions of Contract will form part of all bid documents and may not be amended.

☐ Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

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## **General Conditions of Contract**

### **1. Definitions** 1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "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.

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.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

**2. Application** 2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

2.2 Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.

2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

**3. General** 3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin.

The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za)

**4. Standards** 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.

## **5. Use of contract documents and information; inspection.**

5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause

5.1 except for purposes of performing the contract.

5.1 Any document, other than the contract itself mentioned in GCC clause

5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

**6. Patent rights** 6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.

## **6. Performance security**

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

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

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

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

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

## **8. Inspections, tests and analyses**

8.1 All pre-bidding testing will be for the account of the bidder.

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or

contractor 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 analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

**9. Packing** 9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

## **10. Delivery and documents**

10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.

10.2 Documents to be submitted by the supplier are specified in SCC.

**11. Insurance** 11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.

**12. Transportation** 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.



### **13. Incidental services**

13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:

- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.

**14. Spare parts** 14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and

- (b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

- (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

**15. Warranty** 15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act

or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.

15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's

risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

**16. Payment** 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.

16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfillment of other obligations stipulated in the contract.

16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.

16.4 Payment will be made in Rand unless otherwise stipulated in SCC.

**17. Prices** 17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.

## **18. Contract amendments**

18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.

**19. Assignment** 19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.

**20. Subcontracts** 20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.

## **21. Delays in the supplier's performance**

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

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

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause

21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

**22. Penalties** 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause

### **23. Termination for default**

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

- (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) if the Supplier fails to perform any other obligation(s) under the contract; or
- (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

23.2 In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.

23.3 Where the purchaser terminates the contract in whole or in part, the purchaser may decide to impose a restriction penalty on the supplier by prohibiting such supplier from doing business with the public sector for a period not exceeding 10 years.

23.4 If a purchaser intends imposing a restriction on a supplier or any person associated with the supplier, the supplier will be allowed a time period of not more than fourteen (14) days to provide reasons why the envisaged restriction should not be imposed. Should the supplier fail to respond within the stipulated fourteen (14) days the purchaser may regard the intended penalty as not objected against and may impose it on the supplier.

23.5 Any restriction imposed on any person by the Accounting Officer /Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

- (i) the name and address of the supplier and / or person restricted by the purchaser;
- (ii) the date of commencement of the restriction
- (iii) the period of restriction; and
- (iv) the reasons for the restriction.

These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

## **24. Anti-dumping and countervailing duties and rights**

24.1 When, after the date of bid, provisional payments are required, or antidumping 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 contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him

## **25. Force Majeure**

25.1 Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.

25.2 If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

## **26. Termination for insolvency**

26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.

## **27. Settlement of Disputes**

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of

his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

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  
the purchaser shall pay the supplier any monies due the supplier.

## **28. Limitation of liability**

28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;

(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and

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

## **29. Governing language**

29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

## **30. Applicable law**

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

**31. Notices** 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.

## **32. Taxes and duties**

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

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

32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.

### **33. National Industrial Participation (NIP) Programme**

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

### **34 Prohibition of Restrictive practices**

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