**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- BO10-2022/23**

**CLOSING DATE: 31 JANUARY 2023**

**TIME: 11:00**

**VALIDITY PERIOD:**  **90 DAYS**

**NB:** All documents must be completed with original black ink.

**All bidders must indicate their CSD Registration number ……………………………….**

**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: | 15 JANUARY 2023 |
| Tender Number | HS – B10 - 2022/23  |
| 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 HUMAN SETTLEMENTS (FSHS) |
| Postal Address | P.O BOX 247 |
| Town/City | BLOEMFONTEIN  |
| Code | 9300 |
| Physical Address1 | OR TAMBO BUILDING |
| Physical Address2 | 7TH FLOOR |
| Physical Address3 | CNR ST ANDREW AND MARKGRAAFF STREETS |
| Physical Address4 | 9301 |
| E-mail: | bids@fshs.gov.za |
| Briefing Date | n/A |
| Tender Documents available @ | [www.etenders.gov.za](http://www.etenders.gov.za) at no cost |
| Closure Date | 31 january 2023 |
| Closure Time(CAT) | 11H00 |
| Tender Box Location | FREE STATE HUMAN SETTLEMENTS, GROUND FLOOR, OR TAMBO BUILDING |
| SCM Enquiries Contact Person | LERATO MOFOKENG: bids@fshs.gov.za |
| ENQUIRIES: TECHNICAL services CONTACT PERSON | tebogo malebane: technical.bids@fshs.gov.za |
| Evaluation criteria | Bidders will be evaluated on Mandatory and Pre-qualification requirements, and Technical Functionality**.** Either 80/20 and /or 90/10 procurement policy framework Act 5, 2000: Preferential Procurement Regulation, 2017 will be used.Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database. |

|  |  |
| --- | --- |
| **CHECKLIST** |  |
|  | **SECTIONS COMPLETED** | **YES** | **NO** |  |
| **SECTION A** | **INVITATION TO BID (SBD 1)**Completed and signed |  |  |
| **BIDDER’S DISCLOSURE (SBD4)**Completed and signed |  |  |
| **PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2017 (SBD 6.1)**Note: Either 80/20 and /or 90/10 procurement policy framework Act 5, 2000: Preferential Procurement Regulation, 2017 will be used.80/20 (80 points for price and 20 points for preference) or 90/10 (90 points for price and 10 points for preference)Indicate BBBEE status level of contribution as well as stipulate the points claimed. Certified copy of BBBEE certificate or original sworn affidavit must be attached. Read in detail and provide info as stipulated. % Sub-contracted. Complete, sign and 2 witnesses. |  |  |
| **SECTION B** | **TERMS OF REFERENCE (TOR)**Please read and adhere to all instructions and accept terms of reference by signing the document |  |  |
| **SECTION C** | **GENERAL CONDITIONS OF CONTRACT** (GCC) |  |  |
| **SECTION D** | **Annexure A** (Consortium/Joint Venture/Sub-Contractor Concern |  |  |  |
|  |  |  |  |  |

Section a:

SBD 1

INVITATION OF BID

 **SBD1**

**PART A**

**INVITATION TO BID**

|  |
| --- |
| **YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (Free State Department of Human Settlements )** |
| BID NUMBER: | **HS- B10-2022/2023**  | **CLOSING DATE:**  | **31 JANUARY 2023** | **CLOSING TIME:** | **11 am** |
| 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**  |
| **BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT *(STREET ADDRESS)*** |
| OR TAMBO BUILDINGGROUND FLOORCNR ST ANDREW AND MARKGRAAFF STREETS9301 |
| **BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO** | **TECHNICAL ENQUIRIES MAY BE DIRECTED TO:** |
| CONTACT PERSON | **Lerato Mofokeng** | CONTACT PERSONS | **Tebogo Malebane** |
|  |
| TELEPHONE NUMBER |  | TELEPHONE NUMBER |  |
| FACSIMILE NUMBER |  | FACSIMILE NUMBER |  |
| E-MAIL ADDRESS | **bids@fshs.gov.za** | E-MAIL ADDRESS | **technical.bids@fshs.gov.za** |
| **SUPPLIER INFORMATION** |
| NAME OF BIDDER |  |
| POSTAL ADDRESS |  |
| STREET ADDRESS |  |
| TELEPHONE NUMBER | CODE |  | NUMBER |  |
| CELLPHONE NUMBER |  |
| FACSIMILE NUMBER | CODE |  | NUMBER |  |
| E-MAIL ADDRESS |  |
| VAT REGISTRATION NUMBER |  |
| SUPPLIER COMPLIANCE STATUS | TAX COMPLIANCE SYSTEM PIN: |  | **OR** | CENTRAL SUPPLIER DATABASE No:  | MAAA |
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE | TICK APPLICABLE BOX][ ]  Yes [ ]  No | B-BBEE STATUS LEVEL SWORN AFFIDAVIT  | [TICK APPLICABLE BOX][ ]  Yes [ ]  No |
| ***[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/ SWORN AFFIDAVIT (FOR EMES & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]*** |
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? | [ ] Yes [ ] No [IF YES ENCLOSE PROOF] | ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?** | [ ] Yes [ ] No[IF YES, ANSWER THE QUESTIONNAIRE BELOW ] |
| **QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS** |

 **SBD 1**

 **PART B**

**TERMS AND CONDITIONS FOR BIDDING**

|  |
| --- |
| 1. **BID SUBMISSION:**
 |
| * 1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
	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.**
	3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
	4. **THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).**
 |
| 1. **TAX COMPLIANCE REQUIREMENTS**
 |
| 1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
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.
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).
4. BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
5. IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
6. WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
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: …………………………………………

SBD 3.2 PRICING SCHEDULE

## 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 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM QUANTITY DESCRIPTION BID PRICE IN RSA CURRENC

NO. \*(ALL APPLICABLE TAXES INCLUDED)

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**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**

* Required by: Free State Human Settlements

* Does the offer comply with the specification(s)? \*YES/NO
* If not to specification, indicate deviation(s) ……………………….

* Period required for delivery ……………………….
* Delivery: \*Firm/not firm

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

\*Delete if not applicable

SBD 4

BIDDERS DISCLOSURE

SBD 4

**BIDDER’S DISCLOSURE**

1. **PURPOSE OF THE FORM**

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

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

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[[1]](#footnote-1) in the enterprise,

 employed by the state? **YES/NO**

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

|  |  |  |
| --- | --- | --- |
| **Full Name** | **Identity Number** | **Name of State institution** |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |
|  |  |  |

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

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

2.2.1 If so, furnish particulars:

……………………………………………………………………………………

……………………………………………………………………………………

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

### If so, furnish particulars:

…………………………………………………………………………….

…………………………………………………………………………….

# 3.DECLARATION

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

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium[[2]](#footnote-2) will not be construed as collusive bidding.

3.4In 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.

* 1. 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.

 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

**SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

 **SBD 6.1**

**PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2017**

This preference form must form part of all bids invited. It contains general information and serves as a claim form for preference points for Broad-Based Black Economic Empowerment (B-BBEE) Status Level of Contribution

**NB: BEFORE COMPLETING THIS FORM, BIDDERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF B-BBEE, AS PRESCRIBED IN THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017.**

1. **GENERAL CONDITIONS**
	1. The following preference point systems are applicable to all bids:
* 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).

a) The value of this bid is estimated to exceed/not exceed R50 000 000 (all applicable taxes included) and therefore the 80/20 or 90/10 preference point system shall be applicable; or

b) Either the 80/20 or 90/10 preference point system will be applicable to this tender (*delete whichever is not applicable for this tender*).

* 1. Points for this bid shall be awarded for:
1. Price; and
2. B-BBEE Status Level of Contributor.
	1. The maximum points for this bid are allocated as follows:

|  |  |
| --- | --- |
|  | **POINTS** |
| **PRICE** | 80/90 |
| **B-BBEE STATUS LEVEL OF CONTRIBUTOR** | 20/10 |
| **Total points for Price and B-BBEE must not exceed** | **100** |

The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

1. **DEFINITIONS**
2. **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
3. “**B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
4. **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
5. **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
6. **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
7. **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
8. **“price”** includes all applicable taxes less all unconditional discounts;
9. **“proof of B-BBEE status level of contributor”** means:
10. B-BBEE Status level certificate issued by an authorized body or person;
11. A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
12. Any other requirement prescribed in terms of the B-BBEE Act;
13. **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
14. **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
15. **FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES**
16. **POINTS AWARDED FOR PRICE**
	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:

 **80/20 or 90/10**

or

 Where

 Ps = Points scored for price of bid under consideration

 Pt = Price of bid under consideration

 Pmin = Price of lowest acceptable bid

* 1. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME-GENERATING PROCUREMENT**
	2. **POINTS AWARDED FOR PRICE**

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

 **80/20 or 90/10**

or

Where

 Ps = Points scored for price of bid under consideration

 Pt = Price of bid under consideration

 Pmax = Price of highest acceptable bid

1. **POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR**
	1. In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

|  |  |  |
| --- | --- | --- |
| **B-BBEE Status Level of Contributor** | **Number of points****(90/10 system)** | **Number of points****(80/20 system)** |
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 |  5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

1. **BID DECLARATION**

6.1 Bidders who claim points in respect of B-BBEE Status Level of Contribution must complete the following:

**B-BBEE STATUS LEVEL OF CONTRIBUTOR CLAIMED IN TERMS OF PARAGRAPHS 1.4 AND 4.1**

6.2 B-BBEE Status Level of Contributor: . = ………(maximum of 10 or 20 points)

(Points claimed in respect of paragraph 6.2 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

1. **SUB-CONTRACTING**
	1. Will any portion of the contract be sub-contracted?

(***Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

* + 1. If yes, indicate:
1. What percentage of the contract will be subcontracted............…………….…………%
2. The name of the sub-contractor…………………………………………………………..
3. The B-BBEE status level of the sub-contractor......................................……………..
4. Whether the sub-contractor is an EME or QSE

***(Tick applicable box***)

|  |  |  |  |
| --- | --- | --- | --- |
| YES |  | NO |  |

1. Specify, by ticking the appropriate box, if subcontracting with an enterprise in terms of Preferential Procurement Regulations, 2017:

|  |  |  |
| --- | --- | --- |
| Designated Group: An EME or QSE which is at last 51% owned by: | EME√ | QSE√ |
| Black people |  |  |
| Black people who are youth |  |  |
| Black people who are women |  |  |
| Black people with disabilities |  |  |
| Black people living in rural or underdeveloped areas or townships |  |  |
| Cooperative owned by black people |  |  |
| Black people who are military veterans |  |  |
| OR |
| Any EME  |  |  |
| Any QSE |  |  |

1. **DECLARATION WITH REGARD TO COMPANY/FIRM**
	1. Name of Company/firm:…………………………………………………………………………….
	2. VAT registration number:……………………………………….…………………………………
	3. Company registration number:…………….……………………….…………………………….
	4. TYPE OF COMPANY/ FIRM

 Partnership/Joint Venture / Consortium

 One person business/sole propriety

 Close corporation

 Company

 (Pty) Limited

[Tick applicable box]

* 1. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

…………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………………

* 1. COMPANY CLASSIFICATION

 Manufacturer

 Supplier

 Professional service provider

 Other service providers, e.g. transporter, etc.

[*Tick applicable box*]

* 1. Total number of years the company/firm has been in business:……………………………
	2. I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:
1. The information furnished is true and correct;
2. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
3. In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
4. If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
	1. disqualify the person from the bidding process;
	2. recover costs, losses or damages it has incurred or suffered as a result of that person’s conduct;
	3. 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;
	4. recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury 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
	5. forward the matter for criminal prosecution.

……………………………………….

SIGNATURE(S) OF BIDDERS(S)

DATE: …………………………………..

ADDRESS …………………………………..

 …………………………………..

 …………………………………..

WITNESSES

1. ……………………………………..
2. …………………………………….

Section B:

TERMS OF REFERENCE

**Section B:**

**TERMS OF REFERENCE**

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

1. **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 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**

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.

1. **THE NATURE AND ROLE OF THE PMO**
	1. 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.
	2. Additional support services of the PMO will be requested as and when it is required.
	3. Respondents are required to propose a team of experts, professionals and project management practitioners to support the head office and regional offices.
	4. All resources are to be primarily based in Head Office in Bloemfontein, and must be located in the Free State Province.
	5. 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.

* 1. 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.
	2. Bidders must ensure that sufficient personnel are available to fulfil the estimated hours per category of work.
	3. 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 anf 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, quarterlyand 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 Manager | 3 | 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. |
| 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 |
| Technical Support Staff | 5 | Technical support various Project Steering Committees for projectsand programmes at both head office and within the districts. Assistance in dealing with contractual claims and disputes.  |
| Administrativesupport  | 2 | Administrative support to the PMO. Scheduling meetings, record keeping, reporting, providing minutes, up-keeping of digital and non-digital project files, etc.  |

1. **SCOPE OF ACTIVITIES**
	1. 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.
	2. The PMO will complete and submit a detailed work plan detailing tasks deliverables and timeframe to be approved by the FSHS.
	3. The approved work plans will determine the specific tasks that the PMO will perform.
	4. The PMO to provide office accommodation and all resources required for the execution of the work
	5. 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**

1. 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).
2. The system will be introduced in a phased approach. Initially the system must be made operational, meeting core requirements.
3. 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.
4. 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.
5. 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.
6. 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.
7. 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 forminimum 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.
8. An audit log must be maintained which will provide a log of all changes that are made, recorded according the relevant user and date stamp.
9. 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.
10. The system should be aligned to existing provincial branding specifications and should be compliant to Human Computer Interface best practice.
11. The Service Provider must provide a Disaster Recovery Management Plan and
12. Process, which must comply with international best practice and with the Department’s Backup Policy.
13. Standard reports must be generated and should, as minimum, provide the following:
14. Reports are to be categorized according to financial years, quarterly and monthly progress.
15. Project information is to be aggregated to programme and portfolio levels.
16. Reports are to be milestone based.
17. 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
18. A report will be required that will form the basis for monthly reporting on projects within specific programmes.
19. 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.
20. 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.
21. A Project Dashboard is to be provided with a high level summary per project, programme and portfolio. Features should include:
22. Filtering according to factors such as funding source, implementing agent, location (region / district / municipality), and project leader.
23. Location-based sensor linked to the dashboard.
24. The ability to drill down to project level
25. 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.
26. 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.
27. 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.
28. 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.
29. 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.
30. 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.
31. 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:
32. 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 be funding shortages be identified.
33. An offline version could be developed, whereby users can prepare forms and select documents for uploading at a later stage, when connectivity is restored.
34. Workflow management: Tasks and responsibilities to be entered into the system and assigned to specific users, with the appropriate notifications, possibly via email.
35. **KEY DELIVERABLES**
36. 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.

1. 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
2. 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
3. Monthly progress reports to the FSHS describing all activities and progress toward achieving annual work plan objectives.
4. All the reporting required in terms of Divisions of Revenue Act, National Department of Human Settlements and National Treasury as required.
5. Development and presentation of close out reports for completed activities in the approved work plan.
6. Mentoring and skills transfer to the counterparts and the personnel with whom the PMO will be working
7. An exit plan leading up to the expiry of the contract period.
8. **PERFORMANCE**
	1. Performance will be measured as against the approved work plan
	2. The PMO members shall at all times act professionally and with integrity objectives and independently as faithful agent of the Department of Human Settlements
9. **CORE COMPETENCIES**

The bidding entity will be required to exhibit the following:

* 1. In-depth knowledge of the public sector infrastructure delivery environment.
	2. Proven experience in the design and implementation of similar programmes.
	3. Adequate capacity to manage a programme of this nature.
	4. No history of defaulting in implementation of similar programmes
	5. Programme & project management experience
	6. Construction and project management experience
	7. Financial management experience in the public sector, preferably within infrastructure delivery
	8. Sound working knowledge of pertinent legislation and implementation of interventions to achieve compliance in a similar environment
	9. Sound working knowledge of project management systems and experience in the utilization as a management and reporting tool.
1. **QUALIFYING CRITERIA OF KEY PERSONNEL**
2. Bidders must satisfy the following qualifying criteria of key personnel:

|  |
| --- |
| **FUNCTIONALITY CRITERIA & POINTS** |
| **KEY PERSONNEL EXPERIENCE ANDQUALIFICATIONS** | **Maximum Points Allocated** |
| **SKILLS, EXPERIENCE AND QUALIFICATIONS : (Points)** |
| **Project leader** | * B Degree or B Tech in Civil Engineering or Construction Management;
* 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.
* 10 or more years’ experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant);

**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.** | **20** |
| **Project Manager**  | * B Degree or B Tech in Civil Engineering or Construction Management;
* 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.
* 10 or more years’ experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant).
* Labour Intensive Construction Certificate (LIC NQF7).

(1x) Project Manager (5 points)(2x) Project Manager (10 points)(3 x) Project Manager (15 points)**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.** | **15** |
| **Contracts Manager** | * B Degree or B Tech in Civil Engineering or Construction Management;
* 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.
* 10 or more years’ experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant).

**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.** | **10** |
| **Technical Support Staff** | * National Diploma in Civil Engineering or Construction Management;
* 5 or more years’ experience in planning, design and project management in infrastructure (water and sanitation, storm water, sewer, roads, waste water treatment plant)

1 x Technical Support Staff (5 points) 2x Technical Support Staff (10 points) 3x Technical Support Staff (15 points) 4x Technical Support Staff (20 points) 5 x Technical Support Staff (25 points)**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.** | **25** |
| **Administrative****support** | * NQF 6 (not specified - appropriate qualification)
* 4 years post qualification experience

 1 x Administrative support (5 points) 2 x Administrative support (10 points)**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.** | **10** |
| **FIRM EXPERIENCE**  | * A firm Completed 1-2 projects in PMU support. **(10 points)**
* A firm Completed 3-5 projects in PMU support. **(20 points)**
 |  |
| **TOTAL POINTS** | **100** |

**Qualification / Experience of key personnel)**

For further evaluation, the minimum score for functionality is 70%.

**PHASE THREE: EVALUATION ON PPPFA/ BBBEE 2017**

THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT WILL BE APPLIED AND 90/10 BBBEE POINTS SYSTEM WILL BE APPLICABLE

**POINTS FOR PRICE - 90 POINTS MAXIMUM**

**POINTS FOR BBBEE - 10 POINTS MAXIMUM**

 **TOTAL POINTS - 100 POINTS**

**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 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 (R 0,00). The rate of nil (R 0, 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:

1. 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.
2. On the 12-month anniversary date of the Contract base date the rates shall be adjusted by the 12-month year on year Consumer Price Index (CPI index) as published in the monthly bulletin of Statistics South Africa (P0141, Table A, All Items) and fixed at this value for the following 12-month period. The percentage escalation for year 2 and year 3 is estimated at 4%. At the relevant year the bid price will be escalated according to actual CPI for the relevant period. Bid prices will be escalated estimated. Update Price Escalation in the document. Subsequent 12-month periods shall be dealt with on the same basis.
3. Adjustment for inflation of yearly rates as well as lump or provisional sums shall only be applicable to that portion of the relevant Service which is incomplete at the end of the 12-month anniversary date and shall not be applicable to any progress payments already claimed.
4. Adjustment for inflation shall only be applicable for Services or portions thereof, that are still within the prescribed programme and any approved extensions of time.

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**

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Ref** | **Monthly Project Management System costs** | **Estimated Number of users** | **Price per licence per month (R)** | **Total cost per month** |
|  |  |  |  |
|  | **Monthly Staff Related costs - Year 1**  | **Number of resources**  | **Estimated total contract working hours for the resources per month**  | **Rate per hour (R)**  | **Total cost per month (R)**  |
| **A** | **B** | **C** | **D** |
|  | Project leader  | 1 | 80 |  |  |
|  | Project Manager | 2 | 320 |  |  |
|   | Contracts Manager | 1 | 180 |  |  |
|  | Assistant Manager Contracts & Commitments  | 2 | 320 |  |  |
|  | Administrative support  | 4 | 640 |  |  |
| **B1** | Sub-Total Monthly Costs Staff Resources |  |

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
|  | **Monthly Travel and Disbursements** | **Estimated****No of Km** | **Rate per Km****(R )** | **Total cost per month (R)** |
| **B2** | Travel | 16500 |  |  |
| **B3** | Disbursements (10% of Staff Resources) (10% x B1) |  |
|  | **Sub-Totals** |
| **B4** | **Sub-Total Monthly Costs**  |  |
|  | **Sub-Total Costs Year (B4 x 12) Excluding Vat** |  |
|  | **Vat at 15%** |  |
| **B5** | **Sub-Total Costs Year Including Vat carried over**  |  |

**4. VERIFICATION OF DOCUMENTS**

It is advisable for the respondents to verify their page numbering to ensure that there are no missing pages. No liability will be accepted by the department in regard to anything arising on the issue of missing pages.

1. **EVALUATION CRITERIA**

**PHASE I: ADMINISTRATIVE COMPLIANCE**

During this phase Bidders’ response will be evaluated based on the mandatory and non-

mandatory requirements indicated hereunder. The phase is not scored and Bidders who do not submit acceptable tenders by failing to comply with all the mandatory criteria and conditions will be disqualified.

1. **Mandatory Requirements**
2. CSD Registration;
3. Submission of separate Tax Status Pin/ CSD Number in case of Consortium/ Joint Ventures / Sub- Contractors;
4. Copy of a company registration certificate;
5. Certified copy of a valid Letter of good standing from the Compensation Commissioner or a licensed insurer as contemplated in COIDA of 1993;
6. Certified copy of SANAS accredited B-BBEE Status Level Certificate or original sworn affidavit;
7. In case of a trust, consortium or joint venture, a certified copy of consolidated SANAS accredited B-BBEE Status Level Certificate should be submitted;
8. All SBD Forms and returnable schedules must be completed in full by duly authorized persons.
9. **Non- Mandatory Requirements**

As listed in the Compliance report.

1. **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.

1. **Consortia/Joint Ventures/Sub-contractors**

Where Consortia/Joint Ventures/Sub-contractors are involved, each party must be registered on the Central Supplier Database and their tax compliance status will be verified through the Central Supplier Database.

In bids where consortia/joint ventures / sub-contractors are involved; each party must submit a separate TCS certificate/pin/CSD number.

**PHASE II: PRE- QUALIFICATION CRITERIA**

The **Pre-Qualification criteria** set is according to Regulation 4(1)(a) of the Preferential Procurement Policy Framework Act, 2000: Preferential Procurement Regulations, 2017:

4(1) If an organ of state decides to apply pre-qualification criteria to advance certain designated groups, that organ of state must advertise the tender with a specific tendering condition that only one or more of the following tenderers may respond –

* 1. a tenderer having stipulated minimum B-BBEE status level of contributor.

**\****A tender that fails to meet the pre-qualifying criteria stipulated above is an unacceptable tender****.***

**PHASE III EVALUATION CRITERIA – FUNCTIONALITY**

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

**Bidders who score 70 or more Points out of 100 points on technical functionality will be placed on the department database.**

**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 below.

**TECHNICAL FUNCTIONALITY**

**Note:** The contractor shall sub-contract a minimum of 30% of the contract value. The regulation applies to contractors who will be appointed for a contract amount above R30million, and where practically feasible, in accordance to the Preferential Procurement Regulations 2017, Section 4(1)(c) Section 9.1. (a) – (f).

**PHASE IV PRICE/FINANCIAL STAGE AND B-BBEE – (NOT APPLICABLE IN THIS BID)**

Bids will be evaluated in terms of the new Preferential Procurement Regulation, 2017 Regulation 3(a)(ii) “if it is unclear which preference point system will be applicable, 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.

**6. SUBMISSION OF BID**

Bids should be submitted at **O.R Tambo Building** (in the tender box) situated on Ground floor at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11H00 31 January 2023**

**No late submission will be accepted.**

**O R Tambo House,**

Cnr Markgraaff and St Andrews**,**

Bloemfontein,

9300

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.

7. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

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

8. TERMINATION RIGHTS

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

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

9. AGREEMENTS

The Service Provider(s) will be expected to sign a framework agreement with the Free State Human Settlement. The Service Level Agreement will be subject to the bid documents, including the General Conditions of Contract (GCC) and Special Conditions of Contract (SCC).

10. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings will not be applicable to this contract

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

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

THE BIDDER MUST COMPLETE THE FOLLOWING

I \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_in my capacity as \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ of the

Company, hereby certifies that I take note and accept the above-mentioned Special

Conditions of the Contract.

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

 SIGNATURE CAPACITY

Contact person of company: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

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

Section c:

gcc

# GOVERNMENT PROCUREMENT

**GENERAL CONDITIONS OF CONTRACT**

|  |
| --- |
| NOTESThe purpose of this document is to:1. Draw special attention to certain general conditions applicable to government bids, contracts and orders; and
2. 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

1. Delivery and document
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25. Prohibition of restrictive practices

###### 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. “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.

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. “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.
	2. "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 sub bidders) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.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 Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from [www.treasury.gov.za](http://www.treasury.gov.za) |
| **4. Standards** | 4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications. |
| 1. **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.5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier’s performance under the contract if so required by the purchaser.5.4 The supplier shall permit the purchaser to inspect the supplier’s records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser. |
| **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. |
| **7. 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 cheque7.4 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 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.* 1. 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. 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.* 1. 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:1. 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 fulfilment 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.**Note:** The contractor shall sub-contract a minimum of 30% of the contract value. The regulation applies to contractors who will be appointed for a contract amount above R30million, and where practically feasible, in accordance to the Preferential Procurement Regulations 2017, Section 4(1)(c) Section 9.1. a - f. |
| **21. Delays in the supplier’s performance** | 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract. |
|  | 21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier’s notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier’s time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority. |
|  | 21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier’s point of supply is not situated at or near the place where the supplies are required, or the supplier’s services are not readily available. |
|  | * 1. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier’s expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier. |
| **22. Penalties** | 22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23. |
| **23. Termination for default** | 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. |
| **24. Anti-dumping and countervailing duties and rights** | * 1. When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
 |
| **25. Force Majeure** | 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.* 1. 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. |
| **28. Limitation of liability** | 28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment. |
| **29. Governing language** | 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English. |
| **30. Applicable law** | 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC. |
| **31. Notices** | * 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
	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** | 33.1The 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** | * 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).
	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.
	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.
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Section d:

CONSORTIUM/

JOINT VENTURE/

SUB-CONTRACTOR

AGREEMENT

**ANNEXURE A**

**APPOINTMENT OF A PANEL OF CONTRACTORS 1GB – 9GB FOR THE CONSTRUCTION OF GENERAL BUILDING PROJECTS FOR FREE STATE HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS**

**IN CASE OF A CONSORTIUM/JOINT VENTURE/SUB-CONTRACTOR CONCERN:**

I/we certify that this is a bona fide bid.

I/we also certify that I/we have not done and I/we undertake that I/we shall not do any of the following acts at any time before the hour and date specified for the closure of submission of Bid for this Contract.

1. Fixed or adjusted the amount of this bid by, or under, or in accordance with any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting;
2. Communicate to a person outside this consortium/joint venture/sub-contracting other than the person calling for these bids, the amount or approximate amount of the proposed bid, except where the disclosure, in confidence, of the approximate amount of the bid was necessary to obtain insurance premium quotations required for the preparation of the bid;
3. Caused or induced any other person outside this consortium/joint venture/sub-contracting to communicate to me/us the amount or approximate amount of any rival bid for this contract;
4. Entered into any agreement or arrangement with any other person outside this consortium/joint venture/sub-contracting to induce him/her to refrain from bidding for the contract, or as to the amount of any bid to be submitted or the conditions on which a bid is made, nor caused or induced any other person to enter to any sub agreement or arrangement; and
5. Officer or paid or given or agreed to pay or given any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any bid or proposed bid for this contract, any act or thing of the sort described above.
6. Certified that a joint bank account will be open in the name of the Consortium/Joint/Venture/Sub-Contractor’s Names.

In this certificate, the term “person” includes any persons, body of persons or association, whether corporate or not; and the term “agreement or arrangement” includes any agreement or arrangement, whether formal or informal and whether legally binding or not and the term “person outside this consortium/joint venture/sub-contracting means, when the consortium/joint venture/sub-contracting is a partnership, a person other than a partner or an employee of such partnership, or when the consortium/joint venture/sub-contracting is a company, a person other than a person or company holding shares in the consortium/joint venture/sub-contracting, or any employee of such a person, consortium/joint venture/sub-contracting.

**SIGNED ON BEHALF OF BIDDER**

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

1. [↑](#footnote-ref-1)
2. Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract. [↑](#footnote-ref-2)