



APPOINTMENT OF A PANEL OF CONTRACTORS 6CE – 7CE FOR THE INSTALLATION OF ENGINEERING SERVICES FOR THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT.

BID NO: HS-B03/2024-2027

TENDER SUBMITTED BY:

Name of Company: _____

Contact Person: _____

CSD Registration No: _____

Contact Numbers: Cell _____ Tel _____

E-mail: _____ Fax _____

(Please write email address clearly)

SCM: ENQUIRIES

Contact person: SHALATI NTSANWISI

E-mail: bids@fshs.gov.za

Private Bag X247

Bloemfontein

9300

CIDB GRADING: _____CE

CLOSING DATE: 30 September 2024



BID DOCUMENT

APPOINTMENT OF A PANEL OF CONTRACTORS (6CE – 7CE) FOR THE INSTALLATION OF ENGINEERING SERVICES FOR THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT.

BID NUMBER:

HS-B03/2024-2027

CLOSING DATE:

30/09/2024

TIME:

11h00

VALIDITY PERIOD: 120 DAYS

NB:

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

All bidders must indicate their CSD Registration number: MAAA_____



TENDER ADVERT DATE:	16/08/2024
TENDER NUMBER	HS-B03/2024-2027
TITLE OF TENDER	APPOINTMENT OF A PANEL OF CONTRACTORS (6CE – 7CE) FOR THE INSTALLATION OF ENGINEERING SERVICES FOR THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT.
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	www.humansettlements.fs.gov.za
POSTAL ADDRESS	P.O BOX 247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO BUILDING
PHYSICAL ADDRESS2	7 TH FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	bids@fshs.gov.za
BRIEFING DATE	NOT APPLICABLE
TENDER DOCUMENTS AVAILABLE @	www.etenders.gov.za at no cost
CLOSURE DATE	30/09/2024
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	SHALATI NTSANWISI bids@fshs.gov.za
ENQUIRIES: PROJECT MANAGEMENT CONTACT PERSON	T Malebane technical.bids@fshs.gov.za
EVALUATION CRITERIA	Bidders who <u>score 70 or more points out of 100 points</u> on technical functionality will be placed on the department database.
	Only contractors with a <u>CIDB grading</u> from 6CE to 7CE are to allowed to bid.
	All the supporting documents required from 8.1 and 8.2 must be submitted, failure to submit the required information will lead to no points allocated.



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	INVITATION TO BID (SBD 1) Part A and B Completed and signed		
	BIDDER'S DISCLOSURE (SBD 4) Completed and signed		
	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)		
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 A:

SBD 1

INVITATION OF BID

PART A AND B



PART A

SBD1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS					
BID NUMBER:	HS-B03/2024-2027	CLOSING DATE:	30/09/2024	CLOSING TIME:	11h00
DESCRIPTION	APPOINTMENT OF A PANEL OF CONTRACTORS (6CE – 7CE) FOR THE INSTALLATION OF ENGINEERING SERVICES FOR THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
OR TAMBO HOUSE BUILDING, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAF STREETS, BLOEMFONTEIN, 9301					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Shalati Ntsanwisi		CONTACT PERSON	T Malebane	
TELEPHONE NUMBER	051 405 4244		TELEPHONE NUMBER	051 405 5979	
E-MAIL ADDRESS	bids@fshs.gov.za		E-MAIL ADDRESS	technical.bids@fshs.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	☐ Yes ☐ No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		☐ Yes ☐ No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A BRANCH IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?				☐ YES ☐ NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?				☐ YES ☐ NO	
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?				☐ YES ☐ NO	
IF THE ANSWER IS “NO” TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					



PART B

TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SBD 4

BIDDER'S DISCLOSURE



SBD 4

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

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

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

Full Name	Identity Number	Name of State institution

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

- 2.2.1 If so, furnish particulars:

.....
.....

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

- 2.3.1 If so, furnish particulars:

.....
.....

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



3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.5 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.6 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.7 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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

.....
Signature

.....
Date

.....
Position

.....
Name of bidder

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



SBD 6.1

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



SBD 6.1

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

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals. ***The preference points will not be used during the evaluation of the panel, but will be applicable during the ensuing phases/stages.***

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

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to 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).

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

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

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

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

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

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

80/20

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

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

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

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

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



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

Note to tenderers:

- **The tenderer must indicate how they claim points for each preference point system.**
- **A Certified copy of B-BBEE status level certificate; or**
- **In case of Joint Venture agreement, a combined Certified copy of B-BBEE status level certificate must be submitted in order to be eligible to claim points.**
- **Sworn Affidavit – B-BBEE EME / QSE – General in the format of DTIC**

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer of state)
Women Ownership	100%	10	
	75% - 99%	8	
	60% - 75%	6	
	51% - 59%	3	
	0% - 50%	0	
Youth Ownership	100%	10	
	75% - 99%	8	
	60% - 75%	6	
	51% - 59%	3	
	0% - 50%	0	
Total Points	20		



SECTION B:

TERMS OF REFERENCE

APPOINTMENT OF A PANEL OF CONTRACTORS (6CE – 7CE) FOR THE INSTALLATION OF ENGINEERING SERVICES FOR THE FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS TO BE APPOINTED ON “AS AND WHEN REQUIRED” BASIS FOR A PERIOD OF 36 MONTHS FROM THE DATE OF APPOINTMENT.

1. BACKGROUND AND PURPOSE

The Department of Human Settlements has projects in its business plan that requires the services of civil engineering contractors who registered with Construction Industry Development Board (CIDB) to undertake infrastructure delivery projects in the Free State Province.

Free State Human Settlements requires the services of Contractors who are registered with Construction Industry Development Board (CIDB) to undertake infrastructure projects in the Free State Province.

The purpose of this bid is to create sustainable human settlement developments through quality and durable water and sewer infrastructure which meet the standards of the Construction Industry Development Board (CIDB) – a Schedule 3A public entity – established by Act of Parliament (Act 38 of 2000) to promote a regulatory and developmental framework that builds:

- Construction industry delivery capability for South Africa's social and economic growth.
- A proudly South African construction industry that delivers to globally competitive standards.

The CIDB's focus is on:

- Sustainable growth, capacity development and empowerment
- Improved industry performance and best practice
- A transformed industry, underpinned by consistent and ethical procurement practices
- Enhanced value to clients and society

The Employer desires that the construction of water and sewer reticulation networks be of a high standard and completed within the shortest practical time.

2. OBJECTIVE OF THE PANEL

The objectives of this panel, is to enable the department to address the municipal housing needs in installation of water and sewer in new areas and upgraded informal settlements through different programmes as stipulated in the Housing Code of 2009 and to ensure adequate housing.

To achieve the above, the services of suitably qualified civil engineering contractors are sought for installation of infrastructure services.

3. LOCATION

The installation of water and sewer and/or roads and stormwater will be done in the different districts of the Free State: -

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

4. SCOPE OF WORK

The scope of services to be rendered by the contractors on “as and when required” basis. The appointed service providers are expected to undertake the following services which include (but are not limited to) the following:

- Construction of water and/or sewer projects
- Construction of roads and or storm water projects
- Construction of elevated tanks
- Construction of pump stations
- Construction of water and sewage treatment works, and bulk pipeline

5. 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.

6. GENERAL BID TERMS AND CONDITIONS

- 6.1 Where a bid is not received by the Department in the tender box by the closing date and time, it will be regarded as a late tender and thus it will not be considered.
- The Respondent shall not assume that information and/or documents supplied to the Department, at any time prior to this request, are still available to the Department, and shall consequently not make any reference to such information document in its response to this bid.
- 6.2 The Respondent is responsible for all costs incurred in the preparation and submission of the proposal.
- 6.3 Certified copies of any affiliations, memberships and/or accreditations that support your submission must be included in the proposal.
- 6.4 Kindly note that the Department is entitled to:
- a) Amend any bid conditions, validity period, specifications, or extend the closing date and/or time of these bid before the closing date. All Respondents to whom the bid documents have been issued, will be advised through the appropriate media platform, e.g. e-Tender portal or through emails, of any such amendments in good time;
 - b) Verify any information contained in a bid;
 - c) Not to appoint any bidder;
 - d) Vary, alter, and/ or amend the terms of this bid, at any time prior to the finalisation of its adjudication hereof.
 - e) Request Joint Venture or consortium to register the entity on CSD and to open a joint bank account within 30 days after the awarding of the contract.
- 6.5 An omission to disclose material information, a factual inaccuracy, and / or a misrepresentation of fact may result in the disqualification of a proposal, or cancellation of any subsequent contract.
- 6.6 Bidders are required to complete the preference claim form (SBD 6.1), and submit the relevant proof at the closing date and time of the bid in order to claim points for specific groups.
- 6.7 The Department also reserves the right to ward this bid as a whole or in part without furnishing reasons.
- 6.8 The Department may on reasonable justifiable grounds, award the bid that did not score the highest number of points.



- 6.9 The Department also reserves the right to cancel or withdraw from this bid as a whole or in part without furnishing reasons and without attracting any liability
- 6.10 The Respondent hereby offers to render all of the services described in the attached documents (if any) to the Department on the terms and conditions and in accordance with the specifications stipulated in this bid documents (and which shall be taken as part of, and incorporated into, this bid at the prices inserted therein).
- 6.11 This bid and its acceptance shall be subject to the terms and conditions contained in this document.
- 6.12 Bids submitted by companies must be signed by a person or persons duly authorised thereto by a resolution of a Board of Directors.
- 6.13 The Department reserves the right to extend the contract period of the bid.
- 6.14 The Department reserves the right to conduct supplier due diligence during evaluation, prior to final award or at any time during the contract period.
- 6.15 The Department may communicate with Bidders where clarity is sought after the closing date of the bid and prior to the award of the contract, or to extend the validity period of the bid, if necessary.
- 6.16 All communication between the Bidder and the Department must be done in writing via e-mails provided for in the bid document.
- 6.17 Should funds no longer be available to pay for the execution of the responsibilities of this bid, the Department may terminate the Agreement in its own discretion or temporarily suspend all or part of the services by notice to the successful bidder who shall immediately make arrangements to stop the performance of the services and minimize further expenditure, provided that the successful bidder shall thereupon be entitled to payment in full for the services delivered, up to the date of cancellation or suspension.
- 6.18 Where a shareholder/ member / individual has an interest in any other company that is participating in this bid, they must disclose, taking into consideration the provisions of SBD 4 and failure to do so will lead to disqualification.
- 6.19 All documents shall be completed with black ink on the date and time of submission of the bid.
- Bidders are to ensure that all pages are attached.
- 6.20 The bidder must ensure compliance with OHS Act within 30 days upon award as per OHSA.
- 6.21 Failure to accept the Terms of Reference and / or any Conditions associated with this bid or Contract or any part thereof, will result in the bid not being considered. Bidders may not amend any of the Conditions associated with this bid or include their own conditions, as such amendments or inclusions will result in disqualification of the bid.
- 6.22 The Contractor shall sub-contract a portion of the works to Small Medium and Micro Enterprises (SMMEs) based in the Free State Province.
- 6.23 Priority should be given to SMMEs located within the jurisdiction of the Local Municipality where the project is taking place.

7. LEGISLATION AND STANDARDS

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

8. EVALUATION PROCESS

The evaluation process comprises the following two (2) phases:

Special condition:

- Stage 1: Administrative, Mandatory Requirement, other Non-mandatory and Evaluation Criteria - Functionality Requirements
- Stage 2: Price and specific goals will be communicated when the second stage starts

8.1 PHASE I: ADMINISTRATIVE COMPLIANCE, MANDATORY REQUIREMENTS AND OTHER NON-MANDATORY

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

ADMINISTRATIVE COMPLIANCE:

- a) Company registration documents.
- b) The tenderer or any of its directors are not listed on the Register of Tenderers Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.
- c) **All applicable SBD forms to be completed and signed accordingly (SBD 1, SBD 4, and SBD 6.1).**

MANDATORY REQUIREMENTS:

- a) Submission of the tender document (page 01 – 38)
- b) A copy of SARS Tax Pin certificate.
- c) Copy of CSD report.
- d) Joint Venture agreement in case of a Joint Venture. (In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) or Partnership, a signed teaming agreement /JV agreement signed by both parties is required.
- e) Copy of a valid letter of good standing issued by the Department of Labour or a licensed insurer as contemplated in COIDA of 1993. (In case of Joint Venture all companies should have a valid COIDA or valid COIDA for the Joint venture entity). The submitted COIDA should be relevant/specific to the built environment/construction projects.
- f) A valid CIDB certificate. Bidders must have a **CIDB grading in the following category: 6CE to 7CE**. Jointly calculated CIDB grading in case of a Joint Venture.
- g) **Only bidders with the CIDB grading in the following category: 6CE to 7CE by the time this bid closes will be considered for this bid.**
- h) **A BIDDER IS ONLY ALLOWED TO BID ONCE EITHER INDIVIDUALLY OR AS A JOINT VENTURE. SHOULD A BIDDER SUBMIT MORE THAN ONE BID THAT BIDDER AND JOINT VENTURE WILL BE DISQUALIFIED.**

All the above certificates must be valid and not expired or inactive at the time of submission of the tender.



OTHER NON-MANDATORY

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

(The following will be used for number of points allocated in the SBD 6.1 Specific goals on page 15)

- **B-BBEE Certificate**
 - Sworn Affidavit – B-BBEE EME / QSE – General in the format of DTIC
 - B-BBEE Certificate issued by Rating Agency accredited by SANAS

8.2 PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

Bidders must achieve a **minimum of 70 points and above** of the functionality points in order to be eligible 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

The skills, expertise and experience required are as follows:

(A) EVALUATION CRITERIA 6CE – 7CE

No.	Activity	Maximum points
1.	Experience Demonstrated experience in the construction of water and/or sewer projects. Bidders have to furnish copies of <u>appointment letters and completion certificates/reference letters</u> for all successfully completed projects. In instances of submission of reference letters, reference letters should clearly indicate the name of the relevant project that the bidder was appointed for and the date of completion of the project. Failure to submit appointment letters and completion certificates/reference letters <i>will result in no points being allocated.</i> <u>Number of projects and the value of the largest project in Water and/or Sewer related projects completed between January 2018 to date</u> (Attach <i>appointment letters and completion certificates/reference letters</i>) 5 or more Projects above R3 000 000 each (40 points)	40



No.	Activity	Maximum points																																																																									
	3 - 4 projects above R3 000 000 each (25 points) 1 - 2 projects above R3 000 000 each (10 points) 0 projects (0 Points)																																																																										
2.	Key Staff <i>NB: Full CVs of the nominated members of the Team as well as their affidavits in terms of the Commissioners of Oaths Act 16 of 1963 allowing use of their CVs to be attached. Failure to attach any of these will result in no points being allocated.</i> <i>The work experiences indicated on the CV must clearly indicate the start date (month and year) and end date (month and year) of each specific work experience. Should a bidder only indicate the year that they started and ended their experience, for evaluation purposes it will be assumed that the bidder started working in the December of the year that they have indicated and their experience ended in January of the year that they have indicated.</i> <table><tr><td></td><td colspan="8">QUALITY CRITERIA: APPLICATION EXPERIENCE</td></tr><tr><td></td><td>POSITION</td><td colspan="6">YEARS OF EXPERIENCE IN CIVIL ENGINEERING CONSTRUCTION PROJECTS</td></tr><tr><td rowspan="2">1</td><td rowspan="2">Project Manager Bachelor's Degree/ B Tech in Civil Engineering or Construction Management</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td colspan="2">>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr><tr><td rowspan="2">2</td><td rowspan="2">Site Agent National Diploma in Civil Engineering or Construction Management. projects</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td colspan="2">>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr><tr><td rowspan="2">3</td><td rowspan="2">Forman Accredited Trade in Built environment or Higher.</td><td colspan="2">5 - 9</td><td colspan="2">10- 14</td><td colspan="2">>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr><tr><td rowspan="2">4</td><td rowspan="2">Occupational Health and Safety Accredited Certificate or Higher.</td><td colspan="2">5 - 9</td><td colspan="2">10 - 14</td><td colspan="2">>15</td></tr><tr><td>Points</td><td>3</td><td>Points</td><td>5</td><td>Points</td><td>7.5</td></tr></table>		QUALITY CRITERIA: APPLICATION EXPERIENCE									POSITION	YEARS OF EXPERIENCE IN CIVIL ENGINEERING CONSTRUCTION PROJECTS						1	Project Manager Bachelor's Degree/ B Tech in Civil Engineering or Construction Management	5 - 9		10 - 14		>15		Points	3	Points	5	Points	7.5	2	Site Agent National Diploma in Civil Engineering or Construction Management. projects	5 - 9		10 - 14		>15		Points	3	Points	5	Points	7.5	3	Forman Accredited Trade in Built environment or Higher.	5 - 9		10- 14		>15		Points	3	Points	5	Points	7.5	4	Occupational Health and Safety Accredited Certificate or Higher.	5 - 9		10 - 14		>15		Points	3	Points	5	Points	7.5	30
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No.	Activity				Maximum points
	1 x Water truck (minimum 6000lt)	5	✓	Certified NaTIS certificate	
	1 x Grader	5	✓	Certified NaTIS certificate	
	NON-SUBMISSION WILL RESULT IN NO POINTS BEING ALLOCATED. ASSET REGISTER WILL NOT BE ACCEPTED AS PROOF OF OWNERSHIP.				
TOTAL SCORE FOR FUNCTIONALITY					100 Points

8.3 PHASE III: PRICE/FINANCIAL STAGE AND B-BBEE – (NOT APPLICABLE NOW, WILL BE APPLICABLE IN SECOND PHASE)

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

9. EVALUATION CRITERIA

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

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

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

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

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

10. VERIFICATION OF DOCUMENTS

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

11. REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)

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

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

12. 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.

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.

13. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House** (in the tender box) situated on **Ground floor** at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11h00 on 30 September 2024, Monday**.

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

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

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

14. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

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

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

The Department of Public Services and Administration issued directive on conducting business with an Organ of State on 21 February 2024.

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

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

15. TERMINATION RIGHTS

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

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

16. AGREEMENTS

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



17. SETTLEMENT OF DISPUTES

Notwithstanding clause 27 of the GCC, mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

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

THE BIDDER MUST COMPLETE THE FOLLOWING

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

SIGNATURE

CAPACITY

Contact person of company:

NAME AND SURNAME

Tel. of company: (____) _____

Email address: _____



SECTION C:

GENERAL CONDITIONS OF CONTRACT

(GCC)



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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10. Delivery and document
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
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24. Dumping and countervailing duties
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34. 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.
	1.4	"Corrupt practice" means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.
	1.5	"Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
	1.6	"Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
	1.7	"Day" means calendar day.
	1.8	"Delivery" means delivery in compliance of the conditions of the contract or order.
	1.9	"Delivery ex stock" means immediate delivery directly from stock actually on hand.
	1.10	"Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
	1.11	"Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
	1.12	"Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
	1.13	"Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
	1.14	"GCC" means the General Conditions of Contract.
	1.15	"Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.



	1.16 “Imported content” means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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
4. Standards	4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.
5. Use of contract documents and information; inspection.	5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be made in



	confidence and shall extend only so far as may be necessary for purposes of such performance. 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract. 5.3 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 cheque 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.
8. Inspections, tests and analyses	8.1 All pre-bidding testing will be for the account of the bidder. 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department. 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned. 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser. 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether



	such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier. 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected. 8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier. 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
9. Packing	9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit. 9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.
10. Delivery and documents	10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC. 10.2 Documents to be submitted by the supplier are specified in SCC.
11. Insurance	11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.
12. Transportation	12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
13. Incidental services	13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC: (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties,



	provided that this service shall not relieve the supplier of any warranty obligations under this contract; and (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods. 13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.
14. Spare parts	14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier: (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and (b) in the event of termination of production of the spare parts: (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.
15. Warranty	15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination. 15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC. 15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty. 15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser. 15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.
16. Payment	16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC. 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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.
21. Delays in the supplier's performance	21.1	Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
	21.2	If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
	21.3	No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
	21.4	The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
	21.5	Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
	21.6	Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.
22. Penalties	22.1	Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other



		remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	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	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	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 Disputes	of	27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation. 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party. 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law. 27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC. 27.5 Notwithstanding any reference to mediation and/or court proceedings herein, (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and (b) the purchaser shall pay the supplier any monies due the supplier.
28. Limitation liability	of	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		31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
32. Taxes and duties		32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country. 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser. 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder.



		This certificate must be an original issued by the South African Revenue Services.
33. National Industrial Participation (NIP) Programme	33.1	The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
34. Prohibition of Restrictive practices	34.1	In terms of Section 4 (1) (b) (iii) of the Competition Act No.89 of 1998, as amended, and agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is /are or a contractor (s) was/were involved in collusive bidding (or bid rigging).
	34.2	If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has/have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No.89 of 1998.
	34.3	If a bidder(s) or contractor(s), has/have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and/or terminate the contract in whole or part, and/or restrict the bidder(s) or contractor (s) from conducting business with the public sector for a period not exceeding ten (10) years and/or claim damages from the bidder(s) or contractor(s) concerned.