

T 1.1	Invitation To Bid and Tender Notice
T 1.2	Tender Data

PART T1: TENDER PROCEDURES

THE TENDER



HOUSING DEVELOPMENT

NWDC Cnr, University & Provident Drive
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 4913

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 2892



TERMS OF REFERENCE

CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS
IN VARIOUS VILLAGES UNDER JURISDICTION OF
MAHIKENG LOCAL MUNICIPALITY

BID NUMBER: DHS 31/2021 CLUSTER 2

VALIDITY PERIOD: 90 DAYS COMMENCING FROM BID
CLOSING DATE.

SCM/ADMINISTRATIVE

Administrative enquiries:

Contact: Ms Elna Kepadisa

018 388 4455

Ekepadisa@nwpg.gov.za

Ms L. Mokgwabone-

018 388 4434

Amokgwabone@nwpg.gov.za

ENQUIRIES

TECHNICAL

Contact person: Mr L. Mkhize

Mobile: 066 040 3206

Office: 018 388 5401

Email: Lmkhize@nwpg.gov.za

Physical Address : 366

Bessemer Street Telkom Building,

Industrial Site Matikeng 2745

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1.0 PURPOSE

The North West Department of Human Settlements seeks to secure the services of a competent Turnkey Developer for construction of 190 Housing units at under-mentioned villages under jurisdiction of Mahikeng Local Municipality according to Departmental Norms & Standard.

No	Villages	No of subsidies
1	Lethogoring	50
2	Sebowana	30
3	Tsokwane	30
4	Ga Molema	30
5	Tshunyan	50
TOTAL		190

The appointment will be based on the Departmental Procurement Process, which is transparent, competitive, fair and equitable and in line with then current common law contract and the attached bid forms as well as other conditions which may be applicable.

The project is intended to be within the 2021/22 financial year and the Developer is supposed to provide a delivery schedule and a cash-flow projection based on the attached Delivery Schedule and Cash-Flow Template provided.

3.0 STANDARD SPECIFICATIONS

SPECIFICATIONS	
R 115 867.00	Each house to be constructed through the National Housing Programmes must have a gross floor area of at least 40 square metres. In addition, each house must be designed on the basis of: • Two bedrooms. • Bath Space • A combined living area and kitchen with wash basin; and • A ready board electrical installation if electricity is available in the project area. • Privacy: The unit design shall allow for privacy for the occupants, all the rooms to have lockable doors with three (3) lever lock set for exterior doors and two (2) lever lock set for interior doors • Access/Entrances: The unit to have two (2) external doors with wheelchair access for disabled beneficiaries • Orientation of building: Building should be orientated in accordance with SANS 204 & 10400XA

- The bidder must be CSD compliant.
- Bidders that are listed on the register of the restricted bidders by National Treasury will not be awarded.
- Bidders that are employed in public service will not be considered.
- The Units to be built must comply with the vision of the Department of Human Settlements, in terms of settlement sustainability and compliance with BNG Principles and Housing Code and the following minimum specifications must be adhered to:

The awarded bidder will subcontract 30% of the project to designated groups within the area of works.

Bidders have to comply with the requirements of Local content to proceed to the next stage of evaluation. In order to comply with this requirement a bidder must complete and return Annexure C in line with the issued SBD 6.2 by the Department. The bidder will also safeguard annexure D and E, which are the informants of annexure C in case the Department requires them in future.

2.0 SPECIFIC REQUIREMENTS

- The Developer must be registered with the NHBRC. The appointed developer is expected to home enrol the project with NHBRC prior to the construction of units.

TURNKEY DEVELOPER Terms of Reference BID NUMBER:	DHS Department of Human Settlements North West Province Republic of South Africa	
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The National Norms and Standards furthermore provide minimum technical specifications, including environmentally efficient design proposal

CONSTRUCTION SPECIFICATIONS

FOUNDATIONS (As per SANS 10400-Part H)

- Foundation shall be as per the engineer's design and specifications (a note to this effect to be on drawings).
- Foundations shall be inspected and certified by a NHBRC barcoded registered engineer.
- On the foundation drawings it must be clearly stated which soil class the design is for (the geotechnical report used to design the foundation is required).
- Foundations should be constructed according to SANS 10400 - Part H.

STORM WATER MANAGEMENT

- A minimum of 900mm x75mm 25 MPA concrete apron to be provided on all sides of the house, sloping away from the foundations. The concrete aprons to have a 10mm thick expansion joint at 3m intervals or as per engineer's design.
- Supply and installation of 1000l water tank and gutters (Rural Area)
- All Storm-water management to be in accordance to SANS 10400 – Part R

WALLS (As per SANS 10400 – Part K)

- External walls to be single leaf 140mm thick cement Maxi bricks (290x140x90) (Plaster and paint) or similar approved (min 7mpa) on 375micron DPC.
- Internal walls to be 140mm maxi brick on flat (or 290x90x90mm high special brick) and duly bonded (built into) to external walls every 4th course, with DPC and brick force.
- Provide 2,8mm thick brick force every 4th course, as well as every course above windows and doors or as specified by the engineer.
- Horizontal DPC in external walls shall be same level as top of concrete floor slab and 150mm above ground level.
- Horizontal DPC must be laid with mortar above and below the membrane, which extends over the full width of the wall including plaster thickness.
- Cement mortar Class II, CEM I & II only.
- Building sand should comply with SABS 1090 and be well and evenly graded from 5mm and should not contain an excess of dust or other

• fine material. • Where applicable provide ABS approved waterproofing to shower walls and floor. • Provide a 150mm wide plaster band around the doors and windows openings. • Opening for waste pipes in walls to be neatly core drilled and not hammered or chisel opened • All walls should be constructed according to SANS 10400 – Part K DOORS AND WINDOW FRAMES Window Frames: Clisco type steel window frames (1.2mm) or similar approved. Window frames other than Clisco to comply with SABS 727. Windows Type • D522 (size 2 000mm x 1 540mm high) for the living area • D54 (size 1 511mm x 1 540mm high) for the bedrooms • C2 (size 1022mm x 950mm high) for the kitchen • E2 (size 1022mm x 654mm high) for the bathroom External doors: Fabricated solid Hardwood 2 or 4 panel Meranti or Saligna door with timber frame. Or solid hardwood, tongue and groove, braced and ledged. NB: Provide three (3) lever lock set Internal doors: hollow core doors to be made out of rail, stile, hinge block, semi-solid composite board/grid core paper Lock block, composite board cross banding and Hardwood face veneer. NB: Provide two(2) lever lock set PLUMBING (As per SANS 10400 - Part P) • Provide 1 stainless steel sink(s) with tap to kitchen area. Sink to be at least 900mm in length and securely fixed to wall & sealed with silicon against wall. • Provide a Class B galvanized pipe as per SABS 62 and 509 to be used as an infeed pipe (external). Internally SABS plastic "Polycop" class 16 or similar approved. • VIP Toilet to be installed in rural areas with the exclusion of the above plumbing specifications. ROOF (As per SANS 10400 - Part L) • 0.50 mm Widespan Chromadeck Inverted Box Rib. • 762 mm; Z200 spelter; Narrow Foot • Centre Cranked at 17.5 degrees. • Fastened with 12x65mm Tech Screw with washer. • Purpose made Light steel trusses to be used and should be anchored to	
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- walls in line with SANS 10400-K.
- At least 600mm down, with at least 6 x 50mm steel nails per side.
- All Roof fixing should be in accordance to SANS 10400 Part - L

CEILING (Ceiling as per SANS 10400XA)

- A minimum of 2,5m ceiling height.
- SABS approved white PVC ceiling with insulation should be used, and fitted as per manufacturers specifications
- Provide a 610x610 mm standard trap door.

ELECTRICAL (All electrical installation by the registered Electrician/Wireman, Installation to be as per SABS 0145 (green book))

- All material must be of a SABS approved standard.
- One (1) electrical plug per room, 400mm high from finish floor level.
- One (1) light switch per room, 1400mm high from finish floor level.
- One (1) stove isolator, 1.200mm high from finish floor level
- A ready distribution board (DB), 1.600mm high from finish floor level.
- Install a SABS and Municipality approved pre-paid electrical meter
- Conducting to all areas surface mounted or conducting and wiring to wall chiselled 30mm into brickwork wall make use of a mesh before plastering the wall.

NB: The position of a stove must be considered before installing a stove isolator. Electrical points in bedrooms need to be considered with furnishing in mind. The switch for the bathroom must be installed outside the bathroom and Regular plug sockets may not be fitted in the bathroom

GLAZING (Glass to comply with SABS 0137)

- Glass area of less than 0,75m² to be 3mm thick.
- All glass more than 0,75m² to be 4mm thick.
- Glass to bathroom to be 4mm obscured glass.
- All putty to be treated with a hardener and finished off with universal undercoat and 2 coats enamel-based gloss paint to final colour and finish.

FINISHES

- Floors to be power-floated or a have a smooth steel-trowelled finish.
- All steel window and door frames, including concealed areas of these, to be painted with 1 coat of universal undercoat (oil based) and 2 final coats of enamel paint in addition to factory painted red oxide.

4.0 SCOPE OF WORK
The Turnkey Developer must ensure that the project has gone through all the following stages so that the project does not get blocked during implementation.

Please note that the geotechnical allowance above covers, up to 3 layers (earthworks) of commercial material, taking into consideration the soil conditions as stipulated in the Geotechnical report.

MAFIKENG MAHIKENG VARIOUS VILLAGES										
Cluster 2										
Village	No. of subsidies	Subsidy	Geotech %	Geotech	Transport %	Transport	Geotech+Transp ort Allowance %	Subtotal	Total	
1. Letlhogoring	50	R 115,867.00	8.62%	R 9,983.00	0.00%	-	8.62%	R 9,983.00	R 125,850.00	R 6,292,500.00
2. Sebawana	30	R 115,867.00	6.44%	R 7,457.00	0.00%	-	6.44%	R 7,457.00	R 123,324.00	R 3,699,720.00
3. Tsokwane	30	R 115,867.00	6.44%	R 7,457.00	0.36%	R 424.00	6.80%	R 7,881.00	R 123,748.00	R 3,712,440.00
4. Ga Molema	30	R 115,867.00	8.81%	R 10,204.00	0.73%	R 848.00	9.54%	R 11,052.00	R 126,919.00	R 3,807,570.00
5. Tshunwane	50	R 115,867.00	7.34%	R 8,508.00	0.18%	R 212.00	7.53%	R 8,720.00	R 124,587.00	R 6,229,350.00
TOTAL	190									R 23,741,580.00

- External solid doors to be finished off with two (2) coats of external wood oil or apply one (1) coat Sanding Sealer and two (2) coats SABS approved external polyurethane varnish. (No SA Pine doors or doors constructed with pressed wood to be used for external doors). - Timber trusses-all exposed parts to be treated (painted) with wood creosote. - External walls to be plastered and painted with undercoat & 2 final coats SABS approved PVA paint with 2 different paint colours as per elevations - Internal walls to be plastered and painted with undercoat & 2 final coats SABS approved PVA paint with 2 different paint colours as per elevations - The 150mm wide plaster band around the door and window openings to be painted in contrasting colour to that of the wall. - Barge & fascia boards to be painted to match plaster bands	Total Subsidy for 190 housing units @ R 115,867.00/unit
	R 22,014,730.00



4.1. FEASIBILITY

Preparation Management

- The Turnkey Developer should ensure that the following preparation management processes have been attended to:
- Establishment of relationship and stakeholder participation with the Municipality, Department of Local Government and Human Settlements, Traditional Authority and Community Structures.
- Compile and maintain a budget
- Professional services required at this stage will include: Civil Engineer, Structural Engineer, Electrical Engineer, Architect, Construction Project Manager, Occupational Health Consultant, Quantity Surveyor, Land Surveyor and Social Facilitator.
- Obtain or ensure stakeholder support relating to the proposed development process to be followed.
- Monitor professional team progress and ensure feedback to community and the Department.
- Receive products / reports from team, evaluate, get amendments if required
- Compile feasibility report with recommendations on whether or not to proceed with feasibility stage and if so, recommend budgetary requirements.
- Ensure that other sectors become aware of the proposed housing project. Alignment and integration between the sectors can only take place if there is communication.
- This communication can take on various forms for example the electronic media such as email and GIS systems, written and oral communication.

Social Facilitation

- Identify key stakeholders and ensure their involvement in the project.
- Introduce the stakeholders to the housing process, project cycle, time frames, risks of project failure, relative roles & responsibilities
- Facilitate agreement between municipality with respect to:
- The developer and what procurement process are to be followed.
- Type of development strategy to be used
- Planning requirements
- Form of tenure
- Phasing of project and logistics
- Obtain commitment from municipality and community structures to work together on the project
- Identify social risks, recommend solutions, and evaluate feasibility of project based on socio-political conditions.

Bulk Services Assessment

Not applicable unless the project is for construction of internal services.

Geotechnical Investigation

A desktop study, mandatory site visit, existing knowledge of the area and topographical maps should be used for:

- Identification of broad geotechnical conditions in the areas and implications for development, specifically with respect to roads, onsite sanitation, storm-water control, cut and fill, platforms, founding conditions and road construction materials
- Identify obvious restraints such as the prevalence of a high or perched water table, unstable areas, overstep areas, seepage areas, rocky outcrops, rivers and streams
- Viability of this proposed project in terms of geotechnical conditions
- Recommendations in terms of development controls.
- Make recommendations for site-specific geotechnical at construction stage.
- The occurrence of dolomite conditions

Environmental Impact Assessment Report

An appointed developer should locate report the Environmental Impact Assessment to check the following:

- The scoping report must indicate the extent to which the proposed activity or development will impact on the environment, and where appropriate deal with the following specific aspects of the environmental impact:
 - The physical and landscape characteristics of the land development area and its surroundings.
 - The ecological characteristics of the land development area and its surroundings.
 - Existing significant archaeological, historical and cultural sites in the land development area and its surroundings.
 - The social and economic impact on communities in the land development area and its surroundings.
 - The existing infrastructure and/or services in or around the land development area and surroundings.
 - The existing social and community structures, services and facilities in and around the land development area.
 - The levels of present and possible pollution, including noise pollution, in the future as a result of the proposed development.
 - Any risks or hazards to the environment posed by the development.
 - The health and safety of the public.
 - The social costs of the proposed development.
 - The effect of the proposed development on different groups or individuals.
 - The medium- and long-term sustainability of the proposed development.

- 6.1 All building materials to be SABS approved (stamped where applicable)
- 6.0 **GENERAL:** (All the following should be included in the Notes/ Specs on all drawings title Blocks)
- Demonstration of compliance to Occupational Health and Safety Act of 1993
 - OHS approved file, Approved drawings, Site instruction book, Quality Control file, etc.)
 - Site Establishment (Site Office, Store, Water and Sanitation facilities, Signage, Environmental Management Plan
 - Site specific geotechnical data and testing in-line with SANS
 - Social Facilitation
 - Enrolment of project with NHBRC
 - Detailed foundation designs and specifications
 - Detailed house designs and specifications
 - Top structure solutions and delivery method including:
- For the implementation stage to commence the following should be in place:

5.0 IMPLEMENTATION STAGE

- Wetlands or environmentally sensitive areas.
- Highlight where possible existing structures which fall within the areas, delineated as the commencement of development.
- If further environmental assessment may be needed, how would this be decided, what would it consist of, at what indicative cost, and at what stage in the project cycle the work would need to be done relative to township establishment and / or
- Based on your assessment, identify whether or not there appear to be any material barriers to the proposed development from an environmental impact perspective, what the barriers are, and the viability of overcoming them.
- Identify any areas of particular environmental sensitivity
- Identify any areas, which are proclaimed wilderness or conservation areas and comment on the implications.
- Identify the proximity to any hazardous installations (e.g. Petro Chemical Industry), which may pose a risk for human settlements
- Identify any environmental regulations or laws which may apply to the proposed Development of rural housing projects in the area and what obligations they impose on the project.
- Based on your assessment, identify whether or not there appear to be any material barriers to the proposed development from an environmental impact perspective, what the barriers are, and the viability of overcoming them.
- Identify any areas of particular environmental sensitivity
- Identify any areas, which are proclaimed wilderness or conservation areas and comment on the implications.
- Identify the proximity to any hazardous installations (e.g. Petro Chemical Industry), which may pose a risk for human settlements
- Identify any environmental regulations or laws which may apply to the proposed Development of rural housing projects in the area and what obligations they impose on the project.
- Based on your assessment, identify whether or not there appear to be any material barriers to the proposed development from an environmental impact perspective, what the barriers are, and the viability of overcoming them.
- If further environmental assessment may be needed, how would this be decided, what would it consist of, at what indicative cost, and at what stage in the project cycle the work would need to be done relative to township establishment and / or
- Highlight where possible existing structures which fall within the areas, delineated as the commencement of development.
- Wetlands or environmentally sensitive areas.

	DHS Department of Human Settlements North West Province Republic of South Africa	TURNKEY DEVELOPER Terms of Reference BID NUMBER:
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- 6.2 All workmanship to be carried out in accordance with National Building Regulations (NBR), Building Standards Act (Act 103 of 1977, as amended) and the relevant SANS standards.
- 6.3 In case of uncertainty National Building Regulations and the relevant SANS takes precedence.
- 6.4 All raft or unconventional foundations to be accompanied by the Engineers' Certificate and material test results.
- 6.5 Foundation inspection to be done on open trench with steel reinforcement in place and when concrete is cast and cured.
- 6.6 Wall plate inspection to be done on un-plastered walls with all the brick joints visible.
- 6.7 Final inspection (100%) to be done on a complete house (Final completion) where a beneficiary has signed a happy letter.
- 6.8 Material testing to be done at a SANAs accredited laboratory.

7.0 REPORTING REQUIREMENTS

The service provider will be monitored on a weekly basis during the implementation of the project and a monthly progress report and expenditure report will be submitted to the Department for performance evaluation.

8.0 FAILURE TO COMPLETE PROJECTS ON TIME

If the developer fails to deliver as per the agreement the developer's contract will be terminated.

9.0 CLOSE OUT REPORTS

The Developer is required to complete and submit Project Close out Reports at the completion of the project.

10.0 KNOWLEDGE AND EXPERTISE

- The Developer must have a traceable record of success and timeous delivery of similar assignments of projects.
- The Developer must have the capacity to provide a core team that will be responsible for the day to day project management at all levels and will have to be maintained for the duration of the contract.
- The Developer must have the appropriate CIDB grading and registered with NHBRC as a Home Builder.
- The core team should be in a position to demonstrate their understanding and knowledge of the housing sector with specific knowledge of the housing legislation,

housing policy and housing implementation. CV's of the members of the core team should be provided.

11.0 DEVELOPER SELECTION CRITERIA

The purpose of this set criterion is to eliminate developers with current running contracts and those who were previously contracted to the Department but were not performing satisfactorily. The selection criteria is based on the below evaluation criteria.

12.0 EVALUATION CRITERIA

For purposes of comparison and in order to ensure meaningful evaluation, bidders are requested to furnish detailed information in substantiation of compliance to all the stages of evaluation.

STAGE1- ADMINISTRATIVE REQUIREMENTS

COMPLETION OF SBD FORMS

Kindly receive attached the following bid documents for completion:

- SBD 1- Invitation to bid
- SBD 4- Declaration of interest with certified copies of Identity Documents of the Main Shareholders/ Directors of the company valid for 3 months.
- SBD 6.1 Preferential Points
- SBD 6.2 Local content – completion of annexure C
- SBD 8 – Declaration of Bidder's past Supply Chain Practices
- SBD 9 – Certificate of independent determination
- Common Law Contract, Specific Conditions of Contract (initialised each page)

SUBMISSION OF DOCUMENTS

- **Certified** identity documents of company directors or shareholders
- Authority to sign on behalf of bidder
- Certificate or authority for Joint Ventures (where applicable)
- Joint venture agreement for Joint Ventures (where applicable)
- **Detailed company profile** (Include all projects with regard to alternative building methodology as well as low cost housing projects done by the company and indicate the contact details of a reference person on the project.)

STAGE 2- MANDATORY DOCUMENTS

COMPULSORY BIDDING REQUIREMENTS

- **Failure to comply with these requirements will lead to immediate disqualification**
- The bidder must have National Home Builders Regulatory Council certificate (NHBRC) at the time of closure of bid.

STAGE 3- COMPLIANCE TO LOCAL CONTENT

Failure to comply with at this stage will lead to disqualification and the company will not progress to the functionality.

- The bidder must submit a completed Annexure C in line with the SBD 6.2 issued by the department.
- NB: Please note that Annexure D and E are for your calculation process but keep it safe in case the Department requires you to avail them.

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

CONSTRUCTION OF HOUSES

Description of services, works or goods	Items	Stipulated minimum threshold
Electrical cables	Low voltage cables	90%
Residential Electricity Meter	Prepaid Electricity Meters	70%
	SMART Meters	50%
Steel Products and Components for construction	Joining/ Connecting Components	100%
	Frames (Doors and Windows)	100%
	Roof and Cladding	100%
	Fasteners	100%
	Wire Products	100%
	Gutters, downpipes & ladders	100%
	Reinforcing Bars	100%
	Fabricated Steel (light steel trusses and columns)	100%

STAGE 4- FUNCTIONALITY

For a bid to be responsive the minimum points for functionality shall be **SIXTY POINTS (60 Points)**. Any bid with less than sixty points will be disqualified and no further evaluation of the bid will be done.

WEIGHTS AND VALUES FOR THE FUNCTIONALITY CRITERIA				
1 = Poor	2 = Fair	3 = Good	4 = Very Good	5 = Excellent
NO.	DESCRIPTION OF SPECIFIC COMPETENCIES			
WEIGHTS				
1.	Qualification of key project team personnel involved on the project. Please attach copies of certificates and CVs. - Professional Civil/Structural Engineer, Quantity Surveyor, Architect and Construction Project Management. Registration Certificate(s) + CV(s) to be attached. - Professional Engineering Technician and Technologist Registration Certificate(s) + CV(s) to be attached. - Bachelor's Degree in the Built Environment + CV(s) attached. - Higher and/or National Diploma in the Built Environment + CV(s) attached. - CV(s) without any attachment of qualifications mentioned above.			
20	All bidders must submit CV's, Qualification / Registration Certificates for the proposed professional teams to be deployed on the project. In the event that they outsource the service, they must also attach the same documentation and in all cases the relevant professionals must write a letter of consent with contact details for verification that they will be working on the project.			
1.	Proven track record on previous projects experience of a similar nature and value (Physical verification of completed projects may be conducted by the department) 5 or more similar projects completed 4 similar projects completed 3 similar projects completed 2 similar projects completed 1 similar project completed The bidder must submit all details of all projects with reference supplied for verification purposes			
20				
3.	Approach, Methodology and Implementation Plan. Construction Process, Safety Requirements and application of SANS Construction Process and Safety Requirements Construction Process only or no information			
20				
4.	Detailed Work Programme And Delivery Schedule Work breakdown structure, resource management plan and delivery schedule Work breakdown structure and delivery schedule Delivery schedule or no information			
20				
5.	Financial capacity: Companies will be verified on the level of financial ability to			

QSE's where ownership is below 51 per cent black owned must submit a valid original BBBEE certificate or certified copy that is in line with 10.1.4 of the Implementation Guide of the Preferential Procurement Regulations of 2017.

Emerging Micro Enterprise (EME's) and Qualifying Small Enterprise (QSE's) of BBBEE status level 1 and 2 must submit together with their bid a sworn affidavit signed by company representative and attested by the Commissioner of Oath and within the 12 months validity period of issue.

It must be noted that there will be no competition in terms of price, because the price is regulated. Bidders will compete on BBBEE which constitute 20 per cent. If there is a tie the highest bidder on Functionality will be considered for award.

STAGE 5 - PRICE AND PREFERENTIAL POINTS
Therefore, only qualifying bids can be evaluated in terms of 80/20 preferential points system.

		execute the project. Reviewed/Audited Statement of profit or loss for the past two financial years. Balance sheet/statement of financial position for the past two financial years.			
Financially stable. (5)		Improved financial capacity. (4)	Declined/unsure financial status, will be determined by a decline in any of the evaluation criteria or lack of information to conclude (2)	Non submission of information/financial statements that are not reviewed or audited (1)	
Increase in turnover from previous year.		Increase in turnover from previous year.			
Current ratio of 2:1 for the latest year.		Current ratio of 2:1 for the latest year.			
Liquidity ratio exceeding 1 for both years.		Liquidity ratio exceeding 1 for the latest year.			
		TOTAL POINTS FOR FUNCTIONALITY		100	

Calculation of points for B-BBEE Ratings

B-BBEE Status Level of Contributor		Number of points (80/20 system)
1	2	
1	20	
2	18	
3	16	
4	10	
5	8	
6	6	
7	4	
8	2	
Non-compliant contributor		0

TOTAL POINTS FOR PRICE, B-BBEE STATUS LEVEL = 100

- **Detailed company profile** (Include all projects, with regard to alternative building methodology as well as low cost housing projects done by the company and indicate the contact details of a reference person on the project.)

13.0 Project and Construction Management Experience

Please complete the following table for any work carried out during the past 5 years of operation to show the companies record Project and Construction Management experience. You will have to duplicate this sheet to supply information for all the projects that your organization has been involved in. (Current and completed)

PROJECT NAME	
SCOPE OF WORK	
CLIENT	
CONTACT PERSON AND DETAILS	
VALUE OF CONTRACT	
START DATE	
COMPLETION DATE	
ATTACH COMPLETION CERTIFICATE	

14.0 Track record of construction of units and experience

Please complete the following table for any construction projects related work carried out during the past 5 years of operation to show the company's record experience. You will have to duplicate this sheet to supply information for all the projects that your organization has been involved. (Current and completed)

PROJECT NAME	
SCOPE OF WORK	
CLIENT	
CONTACT PERSON AND DETAILS	
NUMBER OF UNITS COMPLETED	
VALUE OF CONTRACT	
START DATE	
COMPLETION DATE	
ATTACH COMPLETION CERTIFICATE	

15.0 Technical Team Experience

Please complete the following table for any of the Professional Team Member who will be responsible for the project stating their responsibilities. You will have to duplicate this sheet to give details of all professional team member required for the implementation of the project.

NAME OF PROFESSIONAL	PROFESSIONAL REGISTRATIONS	REGISTRATION NUMBER	BRIEF DESCRIPTION OF SPECIALIZATION AREAS	RESPONSIBILITY ON THIS PROJECT

16.0 Detailed Implementation Plan

You are required to give a **detailed implementation plan** which will reflect that you have clearly understood the complexity of the task at hand clearly giving the **realistic time frames** for each activity and the resources allocated to ensure that each activity is achieved within the stipulated time frames.

This implementation plan will form an annexure to your contract, and you will be required to implement the project according to this implementation plan

17.0 Delivery Schedule

You are required to give a detailed delivery schedule for top structure and or services installation delivery as stated in the scope of works. This delivery schedule will be linked to your cash-flow projections.

This delivery schedule will form an annexure to your contract, and you will be required to deliver the project according to this delivery schedule.

18.0 Cash Flow projections

You are required to give detailed cash flow projection which is linked to the delivery schedule. This cash flow projection will form an annexure to the service level agreement, and you will be required to spend according to your cash flow projections.

Recommended / Not Recommended

Chairperson DBSC: **Date:** 16/11/2021

Verified By: **Date:** 29/11/2021

Approved / Not Approved

Accounting Officer: **Date:**

T 1.1: INVITATION TO BID AND TENDER NOTICE

BID ADVERTISED : 17 January 2022, Monday
BID NUMBER : DHS 31/2021 (cluster 2)
CLOSING DATE : 31 January 2022, Monday
CLOSING TIME : 11H00

APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO (2) OF 190 HOUSING UNITS IN VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY.

1. Kindly furnish the Department with a bid for services shown on the attached forms.
2. The conditions contained in the General Conditions of Contract (GCC) ANNEXURE A, and the attached bid forms, as well as any other conditions accompanying this invitation, are applicable.
3. The Department will enter into a contract with the successful bidder.
4. No late, faxed or emailed bids will be considered. Bids received after the closing date and time are late and will as a rule not be acceptable for consideration.
5. Bid documents are available at our office, payable or purchased at a cost of R200.00 (non-refundable):-

Bank Account	:	FIRST NATIONAL BANK
Account Name	:	NW – Department of Human Settlements
Account Number	:	62825725560
Branch Code	:	210244
Reference	:	DHS 31/2021- CLUSTER 2

6. The Department of Human Settlements reserve the right to award any bid in whole or in part to one or more service providers and does not bind itself to award the lowest bidder.
7. All the documents accompanying this invitation to bid must be completed in detail where applicable and sealed in an envelope clearly marked with the bid/tender number and placed in the bid box before the closing date and time. The bid box is situated at **CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT, INDUSTRIAL SITE, MAHIKENG, 2745.**

CONDITIONS TO BID:

This bid is issued under the condition that the bidder should at any stage during production or execution or on completion of the bid be subjected to inspection. The premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by the representative of the Department of Human Settlements or organisation acting on behalf of the State. The bidder also agrees that the financial standing may be examined as part of the inspection.

BID EVALUATION QUALIFICATION REQUIREMENTS:

The bid will be evaluated in four (4) phases as follows:-

PHASE 1 : Compliance and Responsiveness to the Bid Requirements

The following should be returnable together with the bid:-

1. Proof of registration with Central Supplier Database (CSD).
2. Proof of registration with NHBRC (valid at the time of closure of the bid)
3. SARS Tax PIN (Compliance Certificate from SARS)
4. Certified B-BBEE Certificate or Sworn B-BBEE Affidavit (valid at the time of closure of the bid)
5. Authority to sign on behalf of bidder.
6. Certificate or authority for Joint Ventures (where applicable).
7. Joint Venture Agreement signed by all parties (where applicable).
8. Detailed Company Profile (Include all projects done by the company and indicate the contact details of a reference person on the project).
9. All SBD forms must be completed, signed and certified where applicable.

DATE: 17/01/2022
 DIRECTOR: SUPPLY CHAIN MANAGEMENT
 MS. K. M. TUMANE

CONTACT PERSON : Ms Elna Kepadisa / Ms Rebecca Modise
 TELEPHONE NUMBER : 018 - 388 4435 / 018 - 388 3718
 E-mail address : ekepadisa@nwpg.gov.za, PRModise@nwpg.gov.za

ANY ENQUIRIES REGARDING THE BIDDING PROCEDURE MAY BE DIRECTED TO:

CONTACT PERSON : Mr L. Mkhize
 TELEPHONE NUMBER : (018) 388 5401
 CELL : 072 635 5869
 E-mail address : lmkhize@nwpg.gov.za

FOR MORE INFORMATION ON SPECIFICATIONS / TERMS OF REFERENCE CONTACT:-

NOTE:-
 • The validity period is ninety (90) days and is calculated as from the closing date of a bid.
 • All bid price/s are predetermined by National Department of Human Settlements.

Breakdown of points:-	
POINTS	80
Price	20
B-BBEE Status Level Of Contribution	20
Total points for Price and B-BBEE must not exceed	100

Breakdown of points:-

This is an 80/20 points bid

PHASE 4 : Preferential Points System

: Bidders passing the minimum Functionality threshold will thereafter be evaluated preferential point system as per the PPPFA

PHASE 3 : Functionality
 100 points
 Minimum threshold to be attained by bidder 60 points

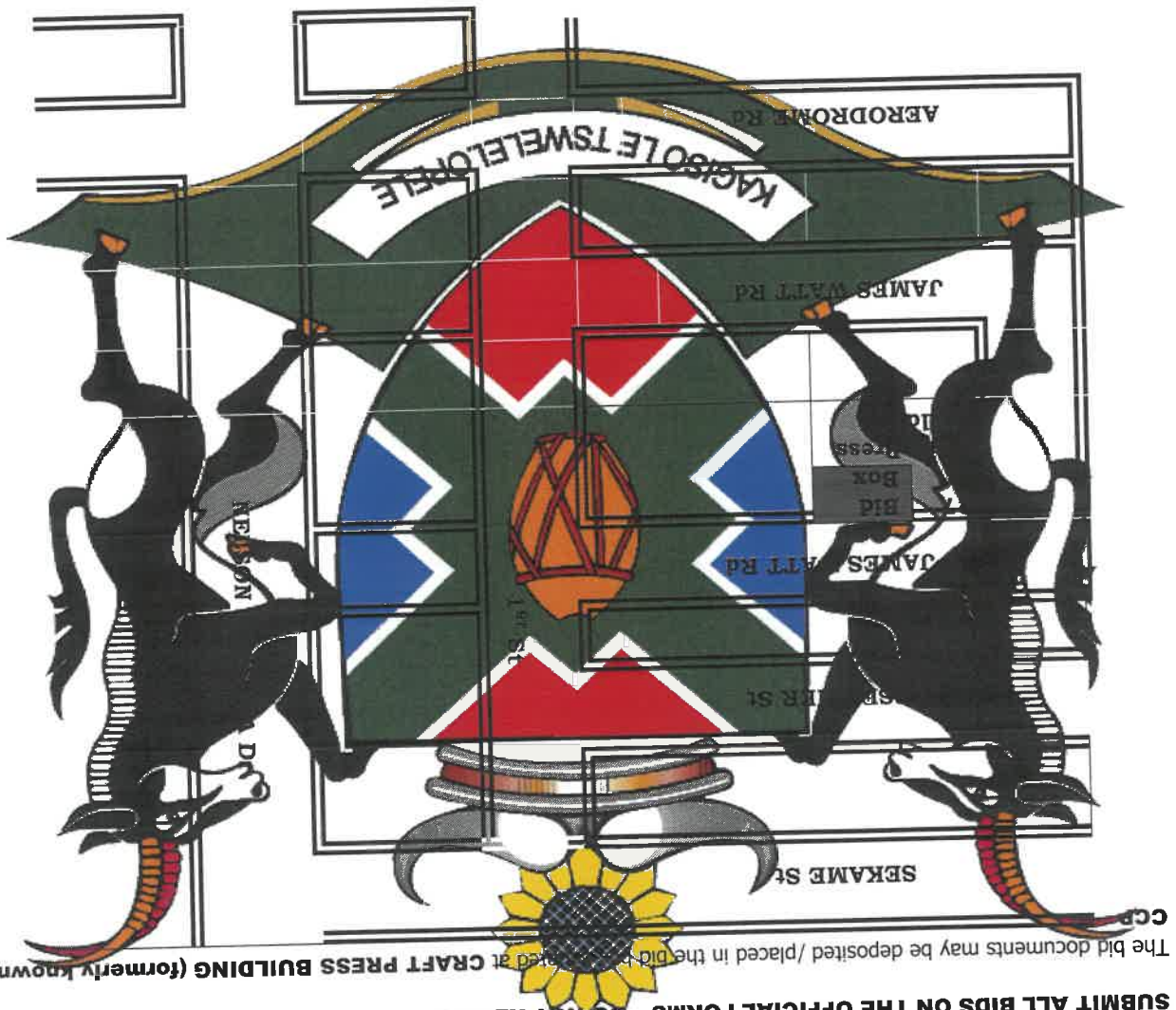
PHASE 2 : Local Production and Content

MAP TO BID BOX

YOUR ARE HEREBY INVITED TO BID TO THE DEPARTMENT OF HUMAN SETTLEMENTS

SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE

The bid documents may be deposited /placed in the bid box located at CRAFT PRESS BUILDING (formerly known as



BUILDING), 27 JAMES WATT CRESCENT, INDUSTRIAL SITE, MAFIKENG, 2745.

CLOSED AT 11H00 WHICH IS THE CLOSING TIME OF BIDS.

BIDDERS SHOULD ENSURE THAT BIDS ARE DELIVERED TIMEOUSLY TO THE CORRECT ADDRESS.

SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE

T 1.2: TENDER DATA

The conditions of tender are the latest edition of SANS 10845-3, Standard Conditions of Tender. SANS 10845-3 makes several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the provisions of SANS 10845-3 and as contained in Annexure F of Standard for Uniformity in Construction Procurement (Board Notice 136 Government Gazette No 38960 of 10 July 2015). Each item of data given below is cross-referenced to the clause in SANS 10845-3 to which it mainly applies.

Clause Nr Tender Data

F.1 The Employer is Department of Human Settlements

F.2 Cost of tendering

F.2.1 Accept that, unless otherwise stated in the Tender Data, the Employer will not compensate the Tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

F.3 The tender documents issued by the employer comprise the following documents:-

VOLUME 1: The Tender Document (this document), in which is bound:-

THE TENDER

Part T 1: Tendering Procedures

T 1.1 – Invitation to bid and Tender notice

T 1.2 – Tender data

Part T 2: Returnable Documents

T 2.1 – List of returnable documents

T 2.2 – Returnable Schedules

THE CONTRACT

Part C 1: Agreement and Contract Data

C 1.1 – Form of Offer and Acceptance

C 1.2 – Contract Data

C 1.3 – Contract of Temporary Employment as Community Liaison Officer

Part C 2: Scope of Work

C 2.1 – Construction Work Specifications: Term of Reference

Volume 1 is deemed the "Returnable Document" which must be returned to the Employer in terms of submitting a tender offer.

F.4

Communication to Bidders / Tenderers

F.4.1 Each communication between the Employer and a Tenderer shall be to or from the Employer only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a Tenderer.

Part T 2

F.5 The Employer's right to accept or reject any tender offer

F.5.1 The Employer may accept or reject any variation, deviation, tender offer, or alternative tender offer, and Employer shall not accept or incur any liability to a Tenderer for such cancellation and rejection, but will give written reasons for such action upon written request to do so.

F.6 **Evaluation Method** using the Four (4) Phases System shall be applied.

F.7 Tenderer's Obligations Eligibility

F.7.1 Only Tenderers who are registered with the Construction Industrial Development Board (CIDB), as a regulatory body of the construction industry, are eligible to have their tenders evaluated.

F.7.2 Joint Ventures are eligible to submit tenders provided that every member of the Joint Venture is registered with the CIDB.

F.7.3 Submit a tender offer only if the Tenderer satisfies the criteria stated in the Tender Data and the Tenderer, or any of his principals, is not under any restriction to do business with the Employer.

F.8 Clarification Meeting

F.8.1 Attend, where required, a clarification meeting at which Tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions.

F.8.2 Tenderers should be represented at the clarification meeting by a person who is suitably qualified and experienced to comprehend the implications of the work involved. Details of the meeting(s) are stated in the Tender Data.

F.8.3 Request clarification of the tender documents, if necessary, by notifying the Employer at least 5 (five) working days before the closing time stated in the Tender Data.

F.9 The Employer will provide no insurance.

F.10 Pricing the Tender Offer

F.10.1 The tendered Fixed Price will not be subject to escalation. The tendered fixed price is predetermined by the National Department of Human Settlements.

F.11 Submitting of a Tender Offer

F.11.1 Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the Contract Data and described in the scope of works, unless stated otherwise in the Tender Data.

F.11.2 Return all returnable documents to the Employer after completing them in their entirety by writing in non-erasable black ink.

F.11.3 Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the Tender Data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the Employer.

F.11.4 The tender shall be signed by a person duly authorized to do so. Tenders submitted by Joint Ventures of 2 (two) or more firms shall be accompanied by the document of formation of the Joint Venture, authenticated by a

public notary or other official deputed to witness sworn statements, in which is defined precisely the conditions under which the Joint Venture will function, its period of duration, the persons authorized to represent and obligate it, the participation of the several firms forming the Joint Venture, and any other information necessary to permit a full appraisal of its functioning.

F.11.5 The Employer's address for delivery of Tender Offers and identification details to be shown on each tender offer package are:

LOCATION OF TENDER CLOSURE: Tender Box, Department of Local Government and Human Settlements
 PHYSICAL ADDRESS : 27 James Watt Crescent, Craft Press Building, Industrial Site, MAFIKENG,
 2745
 IDENTIFICATION DETAILS : Tender Number **DHS 31/2021 – CLUSTER 2**
 : **APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION CLUSTER TWO OF 190 HOUSING UNITS IN VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY.**
 : **APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS AT VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY** on the envelope, must be placed in the appropriate official Tender Box at the abovementioned address.

F.11.6 Sealed tenders with the Tenderer's name and address and the endorsement:

"TENDER NO. DHS 31/2021 – CLUSTER 2: APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS AT VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY"

F.11.7 A two-envelope procedure will not be followed.

F.11.8 Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.

F.11.9 The tender shall be signed by a person duly authorised to do so.

F.12 Closing Time

F.12.1 The closing time for submission of Tender Offers is as stated in the Invitation to Tender and Tender Notice.

F.13 Tender Offer Validity

F.13.1 The tender offer validity period is **90 (ninety) days** from the closing date.

F.13.2 If requested by the Employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

F.13.3 Accept that a tender submission that has been submitted to the Employer may only be withdrawn or substituted by giving the Employer's Agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

F.13.4 Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.11 with the packages clearly marked as "SUBSTITUTE".

F.14 Clarification of Tender Offer after Submission

F.14.1 Provide clarification of a tender offer in response to a request to do so from the Employer during the evaluation of tender offers. This may include providing a breakdown of rates or prices and correction of arithmetical errors by the adjustment of certain rates or item prices (or both). No change in the competitive position of Tenderers or substance of the tender offer is sought, offered, or permitted.

Note: Sub-clause F.14 does not preclude the negotiation of the final terms of the contract with a preferred Tenderer following a competitive selection process, should the Employer elect to do so.

F.15 Provide Other Material

F.15.1 Provide, on request by the Employer, any other material that has a bearing on the tender offer. The Tenderer's commercial position (including notarized joint venture agreements), referencing arrangements, or samples of materials, considered necessary by the Employer for the purpose of a full and fair risk assessment. Should the Tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the Employer's request, the Employer may regard the tender offer as non-responsive.

F.15.2 Each party to a Consortium/Joint Venture shall submit separate certificates/statements in the above regard.

F.16 Inspection, Tests and Analysis

F.16.1 Provide access during working hours to premises for inspections, tests and analysis as provided for in the Tender Data.

F.17 Submit Securities, Bonds, Policies, etc.

F.17.1 If requested by the Employer, submit for the Employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the Conditions of Contract identified in the Contract Data.

F.18 Return of Other Tender Documents

F.18.1 If so instructed by the Employer, return all retained tender documents within 28 (twenty-eight) days after the expiry of the validity period stated in the Tender Data.

F.19 Certificates

The Tenderer is required to submit with his tender:-

F.19.1 Tax Compliance Status (TCS) PIN

Tenderers shall be registered and in good standing with the South African Revenue Service (SARS) and shall submit documentary evidence in the form of Tax Compliance Status (TCS) PIN.

Each party to a Consortium/Joint Venture shall submit a separate TCS PIN.

F.19.2 Broad-Based Black Economic Empowerment Status Level Certificates

In order to qualify claimed preference points, it is the responsibility of the Tenderer to submit the relevant certificate(s) (either an original valid B-BBEE status level verification certificate (in terms of the Construction Sector Charter on Black Economic Empowerment) or an Exempted Micro Enterprise certificate, or certified copies thereof) in terms of the Preferential Procurement Regulations, 2017.

A B-BBEE status level for the Consortium/Joint Venture must be consolidated in order to qualify the claimed preference points.

F.19.3 CIDB Registration

A CIDB Registration is compulsory for this contract.

F.20 The Employer's Undertakings

F.20.1 Issue Addenda

The Employer must correct the arithmetical errors in the following manner:-

- (i) The gross misplacement of the decimal point in any rate; or
 - (ii) Arithmetical errors in line item totals resulting from the product of a unit rate and a quantity or the summation of the amounts.
- Check the highest ranked Tender or Tenderer with the highest number of tender evaluation points after the evaluation of tender offers and check only the Summary:- Calculation of Tender Sum for:

F.20.5 Arithmetical Errors, Omissions and Discrepancies

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

- (i) A responsive tender is one that conforms to all the terms, conditions and specifications of the Tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:
 - (i) detrimentally affect the scope, quality or performance of the works, services or supply identified in the Scope of work,
 - (ii) significantly change the Employer's or the Tenderer's risks and responsibilities under the contract, or
 - (iii) affect the competitive position of the other Tenderers presenting responsive tenders, if it were to be rectified.
- Determine, after opening and before detailed evaluation, whether each tender offer properly received:-
- (i) complies with the requirements of these Conditions of Tender,
 - (ii) has been properly and fully completed and signed, and
 - (iii) is responsive to the other requirements of the tender document
 - (iv) the Tenderer is not registered with the CIDB.

F.20.4 Test for Responsiveness

Where stated in the Tender Data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of Tenderers who choose to attend at the time and place stated in the Tender Data and announce the name of each Tenderer whose technical proposal is opened.

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

F.20.3 Two-envelope System

Unless the two-envelope system is to be followed, open valid tender submissions in the presence of Tenderers who choose to attend at the time and place stated in the Tender Data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

F.20.2 Opening of Tender Submissions

If necessary, issue addenda that may amend or amplify the tender documents to each Tenderer during the period from the date that tender documents are available until 3 (three) days before the tender closing time stated in the Tender Data. If, as a result a Tenderer applies for an extension to the closing time stated in the Tender Data, the Employer may grant such extension and, shall then notify all Tenderers who drew documents.

No claim for any extras arising out of any doubt or obscurity as to the true intent and meaning of anything shown on the Contract Drawings or contained in the Conditions of Contract, Scope of Work and Pricing Data, will be admitted by the Employer after the submission of any tender and the Tenderer shall be deemed to have: (i) Inspected the Contract Drawings and read and fully understood the Conditions of Contract; (ii) Read and fully understood the whole text of the Scope of Work and Pricing Data and thoroughly acquainted himself with the nature of the works proposed and generally of all matters which may influence the Contract;

F.22 Claims arising after submission of tender

This Contract qualifies for consideration as an Expanded Public Works Program project. The Contractor shall make use of local labour as far as possible where manual labour is required and remuneration must be paid according to the minimum wages for the region. Monthly project labour reports to be completed in Annexure B.

F.21 Eligibility with respect to Expanded Public Works Programme

The number of paper copies of the signed contract to be provided by the Employer is 1 (One).

F.20.9 Provide copies of the contract

The Employer shall, at the same time as notifying the successful Tenderer of the Accounting Officer's decision to award the tender to the successful Tenderer, also give written notice to the other Tenderers informing them that they have been unsuccessful.

F.20.8 Notice to unsuccessful Tenderers

Tender offers will only be accepted if: (i) the Tenderer is registered on CSD prior to submitting the bid and in good standing with the South African Revenue Service (SARS) and has submitted evidence in the form of Tax Compliance Status (TCS) PIN number for verification on eFiling. Where the recommended or preferred Bidder(s) is not tax compliant, the bidder(s) is afforded an opportunity to rectify their tax affairs within 14 days. A Bidder that fails to rectify its tax matters with SARS (after being given an opportunity to rectify tax matters) will be rejected or eliminated. (ii) the Tenderer or any of its Directors is not listed on the Register of Tender Defaulters (as per the CSD Report) in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector; (iii) any Directors, Members or Owners are not Government Employees (as per the CSD Report).

The Employer reserves the right to withdraw any invitation to tender and/or to re-advertise or to reject any tender or to accept a part of it. The Employer does not bind itself to accepting the lowest or only tender.

F.20.7 Acceptance of Tender Offer

The procedure for the evaluation of responsive tenders will be in accordance of four (4) phases as per the bid evaluation qualification requirements as stated in the Invitation to Tender and Tender Notice.

F.20.6 Evaluation of Tender Offers

tender offer as tendered or accept the corrected total of prices. (iv) Notify the Tenderer of all errors or omissions that are identified in the tender offer and either confirm the described above. (iii) Where there is an error in the total of the amounts either as a result of other corrections required by this checking process or in the Tenderer's addition of prices, the total of the prices shall govern and the Tenderer will be asked to revise selected unit rates to achieve the Tendered total of the amounts. Consider the rejection of a tender offer if the Tenderer does not correct or accept the correction of the arithmetical error in the manner described above. (ii) If, in the Summary: Calculation of tendered Fixed Price there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern and the unit rate shall be corrected. (i) Where there is a discrepancy between the amount in words and the amounts in figures, the amount in words shall govern;

months;

- (a) the provider is in the service of the state, or has been in the service of the state in the previous twelve months;
- (ii) has indicated whether:
- (d) Certificate of attendance at a compulsory site inspection, where applicable
- (c) tax reference number and VAT registration number, if any;
- (b) identification number or company or other registration number; and
- (a) full name;
- (i) has furnished the Employer with that provider's:

The Employer may not consider a tender unless the provider who submitted the tender:-

F.26 General Supply Chain Management Conditions applicable to tenders

Minutes of any such negotiations shall be kept for record purposes.

- (iii) does not lead to a higher price than the quotation as submitted.
 - (ii) is not to the detriment of any other Tenderer; and
 - (i) does not allow any preferred Tenderer a second or unfair opportunity;
- The Employer may negotiate the final terms of a contract with Tenderers identified through a competitive tendering process as preferred Tenderers, provided that such negotiation:

F.25 Negotiations with preferred Tenderers

- (ii) If the tender is not completed in non-erasable black ink;
 - (i) If the tender offer (the total bid/tender price/amount) is not submitted on the Pricing Schedule bound into this tender document (SBD 3.1 or SBD 3.2 or SBD 3.3);
- Tenders shall be considered invalid and shall be endorsed and recorded as such in the tender opening record, by the responsible official who opened the tender, in the following circumstances:

F.24 Invalid tenders

The method of identifying suitable candidates for the position of CLO, as well as requirements in respect of the employment of the selected candidate, are described in Part C 1.3: Contract of Temporary Employment as community Liaison Officer.

It is a requirement of the Contract that a Community Liaison Officer (CLO) for the area where the project resides shall be appointed by the Contractor. The primary functions of the CLO shall be to assist the Contractor with the selection and recruitment of labour, to represent the local community in matters concerning the use of labour on the works, and to assist with and facilitate communication between the Contractor, the Principal Agent and the Local Communities.

F.23 Community Liaison Officer

- (iii) Visited the site of the proposed works, carefully examined existing conditions, the means of access to the Site, the conditions under which the work is to be done, and acquainted himself with the limitations or restrictions that may be imposed by the Municipality or other Authorities in regard to access and transport of materials, plant and equipment to and from the site and made the necessary provisions for any additional costs involved thereby.
- (iv) Requested the Employer or his duly authorized agent to make clear the actual requirements of anything shown on the Contract Drawings or anything contained in the Scope of Work and Pricing Data, the exact meaning or interpretation of which is not clearly intelligible to the Tenderer.
- (v) Received any Addenda to the tender documents which have been issued by the Employer. Before submission of any tender, the Tenderer should check the number of pages, and if any are found to be missing or duplicated, or the figures or writing indistinct, or if the Pricing Data contain any obvious errors, the Tenderer must apply to the Employer's at once to have the same rectified, as no liability will be admitted by the Employer in respect of errors in any tender due to the foregoing.

(1) As a condition to this tender, the contract value is more than R30 million, so subcontracting to advance designated groups is applicable.

F.31.1 In terms of the Preferential Procurement Regulation (PPR) 2017, regulation 9.

F.31 Subcontracting as a condition of tender

The Tenderer is drawn to the fact that minimum wages must be paid in terms of the relevant legislation.

F.30 Minimum Wages

The Employer shall not formally issue tender documents in electronic format and shall only issue tender documents in hardcopy.

F.29 Requests for contract documents, or parts thereof, in electronic format

The tendered Fixed Price shall not be subject to contract price adjustment in accordance with the General Conditions of Contract. If special materials are specified in the Contract Data, then the provision of the General Conditions of Contract shall apply to such special materials.

F.28 Price Variations

In this regard, Tenderers shall complete SBD 9 as well as SBD 8, Part T2.2: Returnable Schedules: Certificate of Independent Bid Determination and Declaration of Bidder's Past Supply Chain Management Practices. Failure to complete these schedules may result in the tender not being considered.

The Employer may reject the tender of any Tenderer if that Tenderer or any of its Directors has:

- (i) failed, during the last five years, to perform satisfactorily on a previous contract with the Employer or any other organ of state after written notice was given to that Tenderer that performance was unsatisfactory;
- (ii) abused the supply chain management system of the Employer or has committed any improper conduct in relation to this system;
- (iii) been convicted of fraud or corruption during the past five years;
- (iv) willfully neglected, reneged on or failed to comply with any government, municipal or other public sector contract during the past five years; or
- (v) been listed with the Register of Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004) or has been listed on National Treasury's database as a person or juristic entity prohibited from doing business with the public sector.

F.27 Combating abuse of the Supply Chain Management Policy

In this regard, Tenderers shall complete Part T2.2: Returnable Schedules. Failure to complete this schedules may result in the tender not being considered.

corporate entity.

- (d) a person, advisor or corporate entity involved with the bid specification committee, or a director of such
- (c) an advisor or consultant contracted with the Employer; or
- (b) a juristic entity of which any director, manager, principal shareholder or stakeholder is in the service of the state;
- (a) a person who is in the service of the state;
- (iii) Irrespective of the procurement process followed, the Employer is prohibited from making an award to: months.
- (c) whether a spouse, child or parent of the provider or of a director, manager, shareholder or stakeholder referred to above is in the service of the state, or has been in the service of the state in the previous twelve
- (b) the provider is not a natural person, whether any of the directors, managers, principal shareholders or stakeholders is in the service of the state, or has been in the service of the state in the previous twelve months;

(2) The successful Tenderer may subcontract a minimum of 30% of the value of the contract to an EME or QSE. – This condition is not applicable to this bid in view of the fact that the project amount is R23 741 580.00

F.32 Subcontracting after award of tender

F.32.1 In terms of the PPR 2017, regulation 12.

- (1) a person awarded a contract may only enter into subcontracting arrangements with the approval of the organ of state.
- (2) a person awarded a contract in relation to a designated sector, may not subcontract in a manner that local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- (3) a person awarded a contract may not subcontract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level of contributor than the person concerned, unless the contract is subcontracted to an EME that has capability and ability to execute the subcontract.

F.32.2 Except where otherwise provided by the Contract, the Contractor shall not subcontract any part of the Contract without the prior written consent of the Employer, which consent shall not be unreasonably withheld.

(i) The contractual relationship between the Contractor and any Subcontractors selected by the Contractor in consultation with the Employer in accordance with the requirements of and a procedure contained within the Scope of Work, shall be the same as if the Contractor had appointed the Subcontractor in terms of sub-paragraph F.32.1 above.

(ii) Any consent granted in accordance with sub-paragraph F.32.2 or appointment of a Subcontractor in accordance with sub-paragraph F.32.1 shall not imply a contract between the Employer and the Subcontractor, or a responsibility or liability on the part of the Employer to the Subcontractor and shall not relieve the Contractor from any liability or obligation under the Contract and the Contractor shall be liable for the acts, defaults and neglects of any Subcontractor, his agents or employees as fully as if they were the acts, defaults or neglects of the Contractor, his agents or employees.

(iii) The Contractor shall not be required to obtain such consent for –

(a) The provision of labour, or

(b) The purchase of materials which are in accordance with the Contract, or the purchase or hire of Construction Equipment.

PART T2: RETURNABLE DOCUMENTS

T 2.1	List of Returnable Documents
T 2.2	Returnable Schedules

T 2.1: List of Returnable Documents

T 2.1: LIST OF RETURNABLE DOCUMENTS:

NB: TENDERERS MUST COMPLETE THESE SCHEDULES / DATA SHEETS / FORMS IN BLACK INK

1. Returnable Schedules required for Tender Evaluation Purposes:

- Schedule 1: Site Visit / Clarification Meeting Certificate
- Schedule 2: Resolution of Directors or Members (Authority to sign the Bid)
- Schedule 3: Certificate of Authority for Joint Ventures
- Schedule 4: Schedule of Work Experience
- Schedule 5: Schedule of Sub-Contractors
- Schedule 6: Details of Management Team
- Schedule 7: Schedule of Construction Equipment
- Schedule 8: Confirmation of Construction Industrial Development Board (CIDB) Registration
- Schedule 9: Compensation for Occupational Injuries & Diseases (COID)
- Schedule 10: Detail of Proposal by the Tenderer

2. Other documents required for Tender Evaluation Purposes:

- 2.1. Joint Venture Agreement (if applicable) - append to Schedule 3.
- 2.2. A copy of the CIDB registration certificate - append to Schedule 8.
- 2.3. A copy of the COID - append to Schedule 9.

3. Returnable Schedules that will be incorporated into the Contract:

- Schedule 11: Record of Addenda to Tender Documents
- Schedule 12: SBD Forms as required by DHS: SBD 1; SBD 3.1; SBD 4; SBD 6.1; SBD 6.2, SBD 8; SBD 9.

T 2.2: Returnable Schedules

SCHEDULE 1
SITE VISIT / CLARIFICATION MEETING CERTIFICATE

This is to certify that I / we

of (Tenderer)

of (Address)

Telephone Number

Fax Number

on (Date)

.....
have examined the Site of Works and its surroundings for which I/we am/are submitting this tender and have, so far as is practicable, familiarized myself/ourselves with all the information, risks, contingencies and other circumstances which may influence or affect my/our tender

..... SIGNATURE(S) OF BIDDER(S)
..... NAME OF THE BIDDER(S)
..... DATE

SCHEDULE 2

RESOLUTION OF DIRECTORS / MEMBERS (AUTHORITY TO SIGN THE BID)

RESOLUTION for completion by Directors (if the tenderer is a (Pty) Ltd or Ltd) or Members (if the tenderer is a CC)

NAME OF THE TENDERER:

Meeting held at..... (Place) on the day of (Month)
20 (Year)

RESOLVED THAT:

The Tenderer submits a tender to the Department of Human Settlements in respect of Bid No.: **DHS 31/2021 – CLUSTER2 APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS IN VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY.**

Mr / Mrs / Ms.....
in his/her capacity as.....and who sign as follows:-

(SPECIMEN SIGNATURE)

be, and is hereby, authorized to sign the tender and any and all other documents and/or correspondence in connection with and relating to the tender, as well as to sign any contract and/or all documentation resulting from the award of the tender to the Tenderer.

Note: The resolution MUST be signed by all the Directors / Members of the Tenderer. Should the space provided below not be sufficient for all Directors / Members to sign, please attach a separate sheet to this schedule in the same format.

Nr	Name	Capacity	Signature
----	------	----------	-----------

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

Note: A copy of the Joint Venture Agreement shall be appended to this Schedule.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
Lead Partner		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....
		Signature..... Name..... Designation.....

Mr/Mrs, authorised signatory of the
Company,
Close Corporation
or
Partnership
of Lead Partner, to sign all documents in connection with the tender offer and any contract
resulting from it on our behalf.

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

YES

NO

(PLEASE INDICATE IF THIS IS A JV OR NOT. IF YES, FILL IN THE DETAILS BELOW.
ALSO ATTACH A SIGNED COPY OF AGREEMENT BETWEEN PARTIES)

This returnable schedule is to be completed by Joint Ventures.

SCHEDULE 3
CERTIFICATE OF AUTHORITY FOR JOINT VENTURES

SCHEDULE 4

SCHEDULE OF WORK EXPERIENCE

The Tenderer shall insert in the spaces provided below a list of similar completed contracts awarded to him and those currently being undertaken.

COMPLETED PROJECTS		CURRENT PROJECTS		
EMPLOYER (NAME, TEL. NO. AND FAX NO.)	PRINCIPAL AGENT (NAME, TEL. NO. AND FAX NO.)	NATURE OF WORK	VALUE OF WORK R (m)	COMPLETION DATE

Number of sheets appended by the Tenderer to this Schedule:
(If nil, enter NIL)

Part T 2:

SIGNATURE(S) OF BIDDER(S)	NAME OF THE BIDDER(S)	DATE
---------------------------	-----------------------	------

SCHEDULE 5

SCHEDULE OF SUB-CONTRACTORS

We notify you that it is our intention to employ the following Sub-Contractors for work (excluding work covered by provisional sums and contingencies) in this contract.

Acceptance of this tender shall not be construed as approval of all or any of the listed Sub-Contractors. Should any of the Sub-Contractors not be approved subsequent to acceptance of the tender, this shall in no way invalidate this contract and the tendered unit rates for the various items of work shall remain final and binding.

SUB-CONTRACTOR		
SUB-CONTRACTOR'S NAME	WORK ACTIVITIES TO BE UNDERTAKEN BY THE SUB-CONTRACTOR	ESTIMATED VALUE OF WORK (RAND)

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

SCHEDULE 6

DETAILS OF MANAGEMENT TEAM

Tenderers shall set out in the Schedule hereunder details of the Management Staff experience in work of a similar nature to that for which their tender is submitted. (PLEASE ATTACH COPIES OF CERTIFICATES AND CVs)

Failure to complete this Schedule may result in the Tenderer forfeiting points on competency 1 of functionality.

1) Company Director's Name:

NO. OF YEARS THAT DIRECTOR HAS OPERATED	EXPERIENCE
As a Director	
In housing delivery field as Project/Contract Manager	
Other (Specify in CV)	
TOTAL YEARS' EXPERIENCE	

2) Site Agent's Name:

NO. OF YEARS THAT SITE AGENT HAS OPERATED	EXPERIENCE
As a Site Agent	
In housing delivery field as Foreman	
Other (Specify in CV)	
TOTAL YEARS' EXPERIENCE	

NOTE: PLEASE APPEND CV'S AND CERTIFICATES

Please indicate by write individual selected for the project's NQF level and cross with an (X) applicable candidate experience allocated for this project.

QUALITY CRITERIA: APPLICABLE EXPERIENCE					
Nr	POSITION	NQF LEVEL	YEARS OF EXPERIENCE		
1.	Site Pr Eng / QS / Pr Arch / Pr CPM / Pr CM	2 - 5	6 - 8	9 and more	
2.	Site Pr Eng Techni / Pr Tech Eng	4 - 6	7 - 9	10 and more	
3.	Site Supervisor / General Foreman	2 - 5	6 - 10	11 and more	
4.	Health and Safety Officer	2 - 5	6 - 8	9 and more	

Number of sheets appended by the Tenderer to this Schedule: (If nil, enter NIL)

Part T 2:

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

F 1: CONSTRUCTION EQUIPMENT IMMEDIATELY AVAILABLE:

[illegible]

.....**Number of sheets appended by the Tenderer to this Schedule:**

[illegible]

F 3: CONSTRUCTION EQUIPMENT THAT WILL BE ACQUIRED OR HIRED: (State details of delivery arrangements)

[illegible]

F 2: CONSTRUCTION EQUIPMENT ON ORDER:
(State details of arrangements made, with delivery dates)

[illegible]

SCHEDULE 8

CONFIRMATION OF CIDB CONTRACTOR REGISTRATION

I/We understand that only Tenderers who are registered with the National Home Builders Registration Council are eligible to submit tenders.

Joint Ventures are eligible to submit Tenders provided that every member of the Joint Venture is registered with the NHBRC.

I/We understand that the Employer may only enter into a formal contract with a Tenderer who is registered with the NHBRC.

Requirement: National Home Builders registration Council

I/We wish to confirm the following:

CIDB Grade:

The Certificate must be valid for a period of 1 (one) year.

Date Issued:

Expiry Date:

I/We understand that Tenderers must be registered with the NHBRC prior to the closing date/time for tender.

The Tenderer must attach underneath to this page a **copy** of the Tenderer's CIDB.

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

SCHEDULE 9

COMPENSATION FOR OCCUPATIONAL INJURIES & DISEASES (COID)

The Tenderer must attach to this page a **copy** of the Tenderer's COID from the Department of Labour.

GOOD STANDING FROM THE COMPENSATION COMMISSIONER

1. A valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof must accompany the Tender Document.
2. In the case of a Consortium/Joint Venture every member must submit a separate valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof with the Tender Documents.

3. If a Tender Document is not supported by a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof, the Employer reserves the right to obtain such document after the closing date. If no such document can be obtained within a period as specified by the Employer, the Tender will be disqualified.

4. Should a Tenderer's Letter of Good Standing from the Compensation Commissioner expires during the contract period, a valid certificate must be submitted within an agreed upon time.

5. The right is reserved to not award a Tender if a valid Letter of Good Standing from the Compensation Commissioner or a certified copy thereof is not submitted within the requested time.

Part T 2:

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

SCHEDULE 10
DETAIL OF THE PROPOSAL BY THE TENDERER

The Tenderer must attach Detailed Work Programme and Delivery Schedule, Approach, Methodology and Implementation Plan as per the specification of his proposed site to this Returnable Schedule.

The proposal must address the Terms of Reference for the **APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS IN VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY.**

The proposal is to be done in such a manner as to allow the Evaluation Members to evaluate the specific criteria as set out under the tender data T1.1.

SCHEDULE 11
RECORD OF ADDENDA TO TENDER DOCUMENTS

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

NO	DATE	TITLE OR DETAILS
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		

Attach additional pages if more space is required.

SIGNATURE(S) OF BIDDER(S)
NAME OF THE BIDDER(S)
DATE

EXAMPLE OF REFERENCE TO BE OBTAINED BY TENDERER
FOR SELECTED PROJECTS

Logo of Company proving
the Reference

TO:
ATTENTION (Name of Contact):
COMPANY (submitting Tender):
CONTACT NR:
EMAIL:

REFERENCE: (Name of Contract & Contract Number)

CONTRACTOR:							
CONTRACT DESCRIPTION:							
CONTRACT VALUE:							
CONTRACT DURATION – START DATE & END DATE:							
PROJECT SITE:							
Key Performance Areas							
Tick (✓) applicable box							
Quality	1	Ability of key personnel	Poor	Fair	Good	Very Good	Excellent
2	Quality of workmanship						
3	Contractual knowledge (JBCC PBA) (GCC)						
4	Control of sub-contractor (Selected or Nominated)						
5	Co-operation and attitude						
6	Site organisation						
7	Administration						
Time Performance							
8	Programme of works	Poor	Fair	Good	Very Good	Excellent	
9	Achieving target dates						
10	Claim orientated	YES / NO					
TOTAL							

Was this project completed successfully?

☐ YES ☐ NO

Name and Surname of person providing this reference:

.....
Signature:
Date:
OFFICIAL DATE STAMP

SBD FORMS

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)									
BID NUMBER:		DHS 31/2021 –		CLOSING DATE:		31 JANUARY 2022		CLOSING TIME:	
11H00									
APPOINTMENT OF A SERVICE PROVIDER FOR CONSTRUCTION OF CLUSTER TWO OF 190 HOUSING UNITS IN VARIOUS VILLAGES: MAHIKENG LOCAL MUNICIPALITY.									
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)									
CRAFT PRESS BUILDING (formerly known as CCP BUILDING), 27 JAMES WATT CRESCENT, INDUSTRIAL SITE, MAHIKENG, 2745.									
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO									
TECHNICAL ENQUIRIES MAY BE DIRECTED TO:									
CONTACT PERSON		ELNA KEPADISA		CONTACT PERSON		L.MKHIZE			
TELEPHONE NUMBER		079 727 2530		TELEPHONE NUMBER		072 635 5869			
FACSIMILE NUMBER				FACSIMILE NUMBER					
E-MAIL ADDRESS		ekepadisa@nwpg.gov.za		E-MAIL ADDRESS		lmkhize@nwpg.gov.za			
SUPPLIER INFORMATION									
NAME OF BIDDER									
POSTAL ADDRESS									
STREET ADDRESS									
TELEPHONE NUMBER		CODE		NUMBER		TELEPHONE NUMBER		CODE	
CELLPHONE NUMBER									
FACSIMILE NUMBER		CODE		NUMBER		FACSIMILE NUMBER		NUMBER	
E-MAIL ADDRESS									
VAT REGISTRATION NUMBER									
SUPPLIER COMPLIANCE STATUS		TAX COMPLIANCE		SYSTEM PIN:		OR		CENTRAL SUPPLIER DATABASE No: MAAA	
B-BBEE STATUS		TICK APPLICABLE BOX]		B-BBEE STATUS LEVEL		SWORN AFFIDAVIT		[TICK APPLICABLE BOX]	
LEVEL VERIFICATION CERTIFICATE		Yes ☐ No ☐		B-BBEE STATUS LEVEL		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									
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?									
Yes ☐ No ☐									

☐ 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	
☐ YES	IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?
☐ 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, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).

2. TAX COMPLIANCE REQUIREMENTS
2.1. BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2. BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3. APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILEING 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:

PRICING SCHEDULE – FIRM PRICES

(PURCHASES)

NOTE: ONLY FIRM PRICES WILL BE ACCEPTED. NON-FIRM PRICES (INCLUDING PRICES SUBJECT TO

RATES OF EXCHANGE VARIATIONS) WILL NOT BE CONSIDERED

IN CASES WHERE DIFFERENT DELIVERY POINTS INFLUENCE THE PRICING, A SEPARATE PRICING SCHEDULE

MUST BE SUBMITTED FOR EACH DELIVERY POINT

Name of bidder.....	Closing Time 11:00
Bid number.....	Closing date: 31 JANUARY 2022

OFFER TO BE VALID FOR.....90.....DAYS FROM THE CLOSING DATE OF BID.

ITEM	QUANTITY	DESCRIPTION	BID PRICE IN RSA CURRENCY	NO. INCLUDED
------	----------	-------------	---------------------------	--------------

** (ALL APPLICABLE TAXES

INTERNAL SERVICES

-	Total cost of unit for 190 units @ R115 867.00/unit	R22 014 730.00
-	Geotech Allowance at Letlhogoring for 50 units @ 9 983.00/unit	R392 250.00
-	Geotech Allowance at Sebswana for 30 units @ R7 457.00/unit	
-	Geotech Allowance at Tsokwane for 30 units @ R7 457.00/unit	
-	Geotech Allowance at Ga Molema for 30 units @ R10 204.00/unit	
-	Geotech Allowance at Tshunyane for 50 units @ 8 508.00/unit	
-	Transport Allowance at Letlhogoring for 50 units @ R0.00/unit	R1 678 090.00
-	Transport Allowance at Sebswana for 30 units @ R0.00/unit	
-	Transport Allowance Tsokwane for 30 units @ R424.00/unit	
-	Transport Allowance at Ga Molema for 30 units @848.00/unit	
-	Transport Allowance at Tshunyane for 50 units @ 212.00/unit	
TOTAL PROJECT AMOUNT FOR 190 UNITS		R23 741 580.00

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

- If not to specification, indicate deviation(s)

- Period required for delivery (Contract Period)

(See C 1.2: Part 2: Data provided by the Tenderer: Clause 1.1.1.14) *Delivery: Firm/not firm

- Delivery basis

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

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

DECLARATION IN RESPECT OF COMPLETENESS OF TENDER:

I/We, the undersigned, do hereby declare that these are the properly priced Calculation of Tender Sum (Firm Price).

*Delete if not applicable

Part T 2:

SIGNATURE(S) OF BIDDERS(S)	DATE	ADDRESS
.....		
.....		
.....		

2. In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

1. Any legal person, including persons employed by the State¹, or persons having a kinship with persons employed by the State, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes an advertised competitive bid, a limited bid, a proposal or written price quotation). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the State, or to persons connected with or related to them, it is required that the Bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where –
 - the bidder is employed by the state; and/or
 - the legal person on whose behalf the bidding document is signed, has a relationship with persons/ a person who are/is involved in the evaluation and/or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and/or adjudication of the bid.

DECLARATION OF INTEREST

SBD 4

2.1. Full name of the Bidder or his representative:

2.2. Identity Number:

2.3. Position occupied in the Company (Director, Trustee, Shareholder², Member):

2.4. Registration Number of Company, Enterprise, Close Corporation, Partnership agreement or Trust:

2.5. Tax Reference Number:

2.6. Vat Registration Number:

2.6.1. The names of all Directors / Trustees / Shareholders / Members, their individual identity numbers, tax reference numbers and, if applicable, Employee / PERSAL numbers must be indicated in paragraph 3 below.

1 "State" means -
(a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
(b) any municipality or municipal entity;
(c) provincial legislature;
(d) National assembly or the National Council for Provinces; or
(e) Parliament.
2 "Shareholder" means a person who owns shares in the Company and is actively involved in the management of the enterprise or business and exercises control over the enterprise."

2.7. Are you or any person connected with the Bidder presently employed by the State?
NO
YES /
Delete YES / NO if not applicable

2.7.1. If so, furnish the following particulars:
Name of person /director / Trustee / Shareholder? Member:
.....
Name of State institution at which you or the person connected to the Bidder is employed:
.....
Position occupied in the State institution:
.....

Any other particulars:

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

1.7.2 If you are presently employed by the State, did you obtain the appropriate authority to undertake remunerative work outside employment in the Public Sector?
YES / NO

1.7.2.1 If YES, did you attach proof of such authority to the bid document?
NO

(Note: Failure to submit proof of such authority, where applicable, may result in the disqualification of the bid.)

1.7.2.2 If NO, furnish reasons for non-submission of such proof:

2.11.1 If so, furnish particulars:

2.11 Do you or any of the Directors / Trustees / Shareholders / Members
NO of the Company have any interest in any other related companies
whether or not they are bidding for this contract?
YES /

2.10.1 If so, furnish particulars:

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

2.9.1 If so, furnish particulars:

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

2.8.1 If so, furnish particulars:

1.8 Did you or your spouse, or any other of the Company's Directors /
Trustees / Shareholders / Members or their spouses conduct
business with the State in the previous 12 (twelve) months?
YES / NO

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

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

SBD 6.1

May 201

Position	Name of Bidder
Signature	Date

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 AND 3 ABOVE IS CORRECT. I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

I, _____ THE _____ UNDERSIGNED (NAME)

3. DECLARATION:

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

2. Full details of Directors / Trustees / Members / Shareholders:

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

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

1.3 Points for this bid shall be awarded for:

(a) Price; and

(b) B-BEE Status Level of Contributor.

1.4 The maximum points for this bid are allocated as follows:

POINTS	PRICE	B-BEE STATUS LEVEL OF CONTRIBUTOR	Total points for Price and B-BEE must not exceed
80			
20			
100			

- 1.5 Failure on the part of a bidder to submit proof of B-BEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BEE status level of contribution are not claimed.
- 1.6 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.

2. DEFINITIONS

- (a) **"B-BEE"** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **"B-BEE status level of contributor"** means the B-BEE 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. 4.1

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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:

$$P_s = 80 \left(1 - \frac{P_{\min}}{P_t - P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_{\min}}{P_t - P_{\min}} \right)$$

Where

P_s = Points scored for price of bid under consideration

P_t = Price of bid under consideration

$P_{\min}$ = Price of lowest acceptable bid

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

80/20 **or** **90/10**

3. 3.1

POINTS AWARDED FOR PRICE THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

- (c) **"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;
- (d) **"Broad-Based Black Economic Empowerment Act"** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **"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;
- (f) **"functionality"** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents;
- (g) **"prices"** includes all applicable taxes less all unconditional discounts;
- (h) **"proof of B-BBEE status level of contributor"** means:
- 1) B-BBEE Status level certificate issued by an authorized body or person;
 - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
 - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **"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;
- (j) **"rand value"** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

Designated Group: An EME or QSE which is at least 51% owned by:		
✓	✓	✓
QSE	EME	

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

YES	NO
-----	----

(Tick applicable box)

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE.....

If yes, indicate:

7.1.1

YES	NO
-----	----

(Tick applicable box)

Will any portion of the contract be sub-contracted?

7.1

7. SUB-CONTRACTING

(Points claimed in respect of paragraph 6.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

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

6.1

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

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

5.1

5. BID DECLARATION

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

8. **DECLARATION WITH REGARD TO COMPANY/FIRM**

8.1 Name of company/firm:.....

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

* Partnership/Joint Venture / Consortium

* One person business/sole propriety

* Close corporation

* Company

* (Pty) Limited

[Tick APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

8.6 COMPANY CLASSIFICATION

* Manufacturer

* Supplier

* Professional service provider

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

[Tick APPLICABLE BOX]

8.7 Total number of years the company/firm has been in business:.....

8.8 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:

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		

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - \frac{X}{Y}] * 100$$

Where

X is the imported content in Rand
Y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of X must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

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:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBE 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 –

- (a) disqualify the person from the bidding process;
- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the 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
- (e) forward the matter for criminal prosecution.

WITNESSES

1.
2.

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

DATE:

ADDRESS

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

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

The SABS approved technical specification number SATS 1286:2011 is accessible on <http://www.thedti.gov.za/industrialdevelopment/ip.jsp> at no cost.

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) at 12:00 on the date of advertisement of the bid as indicated in paragraph 4.1 below.

Where
x is the imported content in Rand
y is the bid price in Rand excluding value added tax (VAT)

$$LC = [1 - x / y] * 100$$

1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.

1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.

1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.

1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.

1. General Conditions

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

SECTORS

DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED

SBD 6.2

1

The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.

NB

ISSUED BY: (Procurement Authority / Name of Institution):

IN RESPECT OF BID NO.

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the DTT must be informed accordingly in order for the DTT to verify and in consultation with the AO/AA provide directives in this regard.

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

Currency	Rates of exchange
US Dollar	
Pound Sterling	
Euro	
Yen	
Other	

3.1.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency at 12:00 on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.reservebank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

YES	NO
-----	----

3. Does any portion of the goods or services offered have any imported content? (Tick applicable box)

Steel Products and Components for Construction	100%
Electrical and Telecom Cables	90%
Masonry Cement	100%
Prepaid electricity meters	70%
SMART Meters	50%

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on <http://www.thdti.gov.za/industrial-development/ip.jsp>. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below. Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names), do hereby declare, in my capacity as (name of bidder entity), the following:

(a) The facts contained herein are within my own personal knowledge.

(b) I have satisfied myself that:

(i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and

(c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

Bid price, excluding VAT (y)	R
Imported content(x), as calculated in terms of SATS 1286:2011	R
Stipulated minimum threshold for local content (paragraph 3 above)	
Local content %, as calculated in terms of SATS 1286:2011	

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 4.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPFA), 2000 (Act No. 5 of 2000).

SIGNATURE:

DATE: _____

WITNESS No. 1

DATE: _____

WITNESS No. 2

DATE: _____

Local Content Declaration - Summary Schedule

(C1)	Tender No.
(C2)	Tender description:
(C3)	Designated product(s)
(C4)	Tender Authority:
(C5)	Tendering Entity name:
(C6)	Tender Exchange Rate:
(C7)	Specified local content %

GBP

[illegible]

Signature of tenderer from Annex B

Date: _____

Imported content	R 0	
Imported content	R 0	
Imported content	R 0	
(C23) Total Imported content		R C
(C24) Total local content		R C
(C25) Average local content % of tender		

ATTACH

100-443887-100

12.03	Investor Relationship Mgmt.
12.04	Financial Reporting Systems
12.05	Financial Accounting Systems
12.06	Financial Reporting Systems
12.07	Financial Reporting Systems
12.08	Financial Reporting Systems
12.09	Financial Reporting Systems
12.10	Financial Reporting Systems
12.11	Financial Reporting Systems
12.12	Financial Reporting Systems
12.13	Financial Reporting Systems
12.14	Financial Reporting Systems
12.15	Financial Reporting Systems
12.16	Financial Reporting Systems
12.17	Financial Reporting Systems
12.18	Financial Reporting Systems
12.19	Financial Reporting Systems
12.20	Financial Reporting Systems
12.21	Financial Reporting Systems
12.22	Financial Reporting Systems
12.23	Financial Reporting Systems
12.24	Financial Reporting Systems
12.25	Financial Reporting Systems
12.26	Financial Reporting Systems
12.27	Financial Reporting Systems
12.28	Financial Reporting Systems
12.29	Financial Reporting Systems
12.30	Financial Reporting Systems

DATE: 11/11/2011
TIME: 11:11:11

A. Exempted imported content

Indicator	2017	2018	2019	2020	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424</
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(1995) Total available nitrogen (TAN) and

B. Imported directly by the Tenderer

Transfer item no.	2021	2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	2042	2043	2044	2045	2046	2047	2048	2049	2050	2051	2052	2053	2054	2055	2056	2057	2058	2059	2060	2061	2062	2063	2064	2065	2066	2067	2068	2069	2070	2071	2072	2073	2074	2075	2076	2077	2078	2079	2080	2081	2082	2083	2084	2085	2086	2087	2088	2089	2090	2091	2092	2093	2094	2095	2096	2097	2098	2099	2100	2101	2102	2103	2104	2105	2106	2107	2108	2109	2110	2111	2112	2113	2114	2115	2116	2117	2118	2119	2120	2121	2122	2123	2124	2125	2126	2127	2128	2129	2130	2131	2132	2133	2134	2135	2136	2137	2138	2139	2140	2141	2142	2143	2144	2145	2146	2147	2148	2149	2150	2151	2152	2153	2154	2155	2156	2157	2158	2159	2160	2161	2162	2163	2164	2165	2166	2167	2168	2169	2170	2171	2172	2173	2174	2175	2176	2177	2178	2179	2180	2181	2182	2183	2184	2185	2186	2187	2188	2189	2190	2191	2192	2193	2194	2195	2196	2197	2198	2199	2200	2201	2202	2203	2204	2205	2206	2207	2208	2209	2210	2211	2212	2213	2214	2215	2216	2217	2218	2219	2220	2221	2222	2223	2224	2225	2226	2227	2228	2229	2230	2231	2232	2233	2234	2235	2236	2237	2238	2239	2240	2241	2242	2243	2244	2245	2246	2247	2248	2249	2250	2251	2252	2253	2254	2255	2256	2257	2258	2259	2260	2261	2262	2263	2264	2265	2266	2267	2268	2269	2270	2271	2272	2273	2274	2275	2276	2277	2278	2279	2280	2281	2282	2283	2284	2285	2286	2287	2288	2289	2290	2291	2292	2293	2294	2295	2296	2297	2298	2299	2300	2301	2302	2303	2304	2305	2306	2307	2308	2309	2310	2311	2312	2313	2314	2315	2316	2317	2318	2319	2320	2321	2322	2323	2324	2325	2326	2327	2328	2329	2330	2331	2332	2333	2334	2335	2336	2337	2338	2339	2340	2341	2342	2343	2344	2345	2346	2347	2348	2349	2350	2351	2352	2353	2354	2355	2356	2357	2358	2359	2360	2361	2362	2363	2364	2365	2366	2367	2368	2369	2370	2371	2372	2373	2374	2375	2376	2377	2378	2379	2380	2381	2382	2383	2384	2385	2386	2387	2388	2389	2390	2391	2392	2393	2394	2395	2396	2397	2398	2399	2400	2401	2402	2403	2404	2405	2406	2407	2408	2409	2410	2411	2412	2413	2414	2415	2416	2417	2418	2419	2420	2421	2422	2423	2424	2425	2426	2427	242
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6

C. imported by a 3rd party and supplied to the lender.

Description of imported equipment	(D33)	Unit of measure	(D34)	Local supplier	(D35)	Overseas supplier	(D36)	Country of origin	(D37)	Freightable imports	(D38)	Freight costs as part of entry	(D39)	All locally manufactured equipment	(D40)	Total imports (local and VAT)	(D41)	(D42)	(D43)	(D44)	(D45)	(D46)	(D47)	(D48)	(D49)	(D50)	(D51)	(D52)	(D53)	(D54)	(D55)	(D56)	(D57)	(D58)	(D59)	(D60)	(D61)	(D62)	(D63)	(D64)	(D65)	(D66)	(D67)	(D68)	(D69)	(D70)	(D71)	(D72)	(D73)	(D74)	(D75)	(D76)	(D77)	(D78)	(D79)	(D80)	(D81)	(D82)	(D83)	(D84)	(D85)	(D86)	(D87)	(D88)	(D89)	(D90)	(D91)	(D92)	(D93)	(D94)	(D95)	(D96)	(D97)	(D98)	(D99)	(D100)	(D101)	(D102)	(D103)	(D104)	(D105)	(D106)	(D107)	(D108)	(D109)	(D110)	(D111)	(D112)	(D113)	(D114)	(D115)	(D116)	(D117)	(D118)	(D119)	(D120)	(D121)	(D122)	(D123)	(D124)	(D125)	(D126)	(D127)	(D128)	(D129)	(D130)	(D131)	(D132)	(D133)	(D134)	(D135)	(D136)	(D137)	(D138)	(D139)	(D140)	(D141)	(D142)	(D143)	(D144)	(D145)	(D146)	(D147)	(D148)	(D149)	(D150)	(D151)	(D152)	(D153)	(D154)	(D155)	(D156)	(D157)	(D158)	(D159)	(D160)	(D161)	(D162)	(D163)	(D164)	(D165)	(D166)	(D167)	(D168)	(D169)	(D170)	(D171)	(D172)	(D173)	(D174)	(D175)	(D176)	(D177)	(D178)	(D179)	(D180)	(D181)	(D182)	(D183)	(D184)	(D185)	(D186)	(D187)	(D188)	(D189)	(D190)	(D191)	(D192)	(D193)	(D194)	(D195)	(D196)	(D197)	(D198)	(D199)	(D200)	(D201)	(D202)	(D203)	(D204)	(D205)	(D206)	(D207)	(D208)	(D209)	(D210)	(D211)	(D212)	(D213)	(D214)	(D215)	(D216)	(D217)	(D218)	(D219)	(D220)	(D221)	(D222)	(D223)	(D224)	(D225)	(D226)	(D227)	(D228)	(D229)	(D230)	(D231)	(D232)	(D233)	(D234)	(D235)	(D236)	(D237)	(D238)	(D239)	(D240)	(D241)
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(2005) Total imported value by 3rd party

D. Other foreign currency payments

[illegible]

— *Journal of the American Medical Association*

2017 Total of Import and Export & Foreign Current Payments - (A012, A045) & (A052) above

297423

DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES

- 1 This Standard Bidding Document must form part of all bids invited.
- 2 It serves as a declaration to be used by institutions in ensuring that when goods and services are being procured, all reasonable steps are taken to combat the abuse of the supply chain management system.
- 3 The bid of any bidder may be disregarded if that bidder, or any of its directors have-
 - a. abused the institution's supply chain management system;
 - b. committed fraud or any other improper conduct in relation to such system; or
 - c. failed to perform on any previous contract.
- 4 In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.

Item	Question	Yes	No
4.1	Is the bidder or any of its directors listed on the National Treasury's Database of Restricted Suppliers as companies or persons prohibited from doing business with the public sector?	☐	☐
	(Companies or persons who are listed on this Database were informed in writing of this restriction by the Accounting Officer/Authority of the institution that imposed the restriction after the <i>audi alteram partem</i> rule was applied).		
	The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.		
4.1.1	If so, furnish particulars:		
4.2	Is the bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?	☐	☐
	The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.		
4.2.1	If so, furnish particulars:		
4.3	Was the bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?	☐	☐
4.3.1	If so, furnish particulars:		
4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	☐	☐
4.4.1	If so, furnish particulars:		

CERTIFICATION

I, _____ THE _____ UNDERSIGNED (FULL NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED ON THIS DECLARATION FORM IS TRUE AND CORRECT.

I ACCEPT THAT, IN ADDITION TO CANCELLATION OF A CONTRACT, ACTION MAY BE TAKEN AGAINST ME SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature _____ Date _____

Position _____ Name of Bidder _____

* Where the entity tendering is a Joint Venture, each party to the Joint Venture must sign a declaration in terms of the Public Finance Management Act and attach it to this Schedule.

² Bid rigging (or collusive bidding) occurs when businesses, that would otherwise be expected to compete, secretly conspire to raise prices or lower the quality of goods and / or services for purchasers who wish to acquire goods and / or services through a bidding process. Bid rigging is, therefore, an agreement between competitors not to compete.

¹ Includes price quotations, advertised competitive bids, limited bids and proposals.

5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.

b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.

a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.

3 Treasury Regulation 16A9 prescribes that accounting officers and authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:

2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *per se* prohibition meaning that it cannot be justified under any grounds.

1 This Standard Bidding Document (SBD) must form part of all bids¹ invited.

CERTIFICATE OF INDEPENDENT TENDER DETERMINATION

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

SBD 9

6. 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 consortium³ will not be construed as collusive bidding.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:

- (a) prices;
- (b) geographical area where product or service will be rendered (market allocation)
- (c) methods, factors or formulas used to calculate prices;
- (d) the intention or decision to submit or not to submit, a bid;
- (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
- (f) bidding with the intention not to win the bid.

8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.

9. 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.

10. 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.

Signature	
Date	
Position	
Name of Bidder	



SUPPLY CHAIN MANAGEMENT

27 James Watt Crescent
Industrial Site
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (0) 18 388 2892

2nd Floor West Wing, University Drive
Garona Building
Private Bag X 2145, Mmabatho, 2735
Tel: +27 (18) 388 2892



THE CONTRACT

C 1.1	Form of Offer and Acceptance
C 1.2	Contract Data
C 1.3	Contract of Temporary Employment as Community Liaison Officer

PART C1: AGREEMENT AND CONTRACT DATA

C 1.1: Form of Offer and Acceptance

FORM OF OFFER AND ACCEPTANCE (CONTRACT AGREEMENT) OFFER

The successful Bidder will be notified in the form of Appointment Letter and to Accept the Offer thereof in respect of the works of:-

ACCEPTANCE

By signing Offer of Acceptance as per the Appointment Letter, the Bidder accepts the Tenderer's Offer. In consideration thereof, the Employer shall pay the Contractor the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Tenderer's offer shall form an agreement between the Employer and the Tenderer upon the terms and conditions that will contained in Contract.

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

contained in this Schedule, which must be duly signed by the authorised representative(s) of both parties.

SCHEDULE OF DEVIATIONS

Notes:

1. The extent of deviations from the tender documents issued by the Employer prior to the tender closing date is limited to those permitted in terms of the Conditions of Tender.

2. A Tenderer's covering letter shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here.

3. Any other matter arising from the process of offer and acceptance either as a confirmation, clarification or change to the tender documents and which it is agreed by the Parties becomes an obligation of the Contract shall also be recorded here.

4. Any change or addition to the tender documents arising from the above agreements and recorded here shall also be incorporated into the final draft of the Contract.

1. **Subject**
Details
2. **Subject**
Details

By the duly authorised representatives signing this Schedule of Deviations, the Employer and the Tenderer agree to and accept the foregoing Schedule of Deviations as the only deviations from and amendments to the documents listed in the Tender Data and addenda thereto as listed in the tender Schedules, as well as any confirmation, clarification or change to the terms of the offer agreed by the Tenderer and the Employer during this process of offer and acceptance.

It is expressly agreed that no other matter whether in writing, oral communication or implied during the period between the issue of the tender documents and the receipt by the Tenderer of a completed signed copy of this Agreement shall have any meaning or effect in the contract between the parties arising from this Agreement.

3. **Subject**
Details
4. **Subject**
Details
5. **Subject**
Details
6. **Subject**
Details

C 1.2: Contract Data

Let's Grow North West Together

**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010



THE NATIONAL TREASURY
Republic of South Africa

July 2010

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**



**THE NATIONAL TREASURY
Republic of South Africa**

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

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

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General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7 "Day" means calendar day.
- 1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.
- 1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.
- 1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11 "Dumping" occurs when a private enterprise abroad markets 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

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

arising from use of the goods or any part thereof by the purchaser.

The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights

relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

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.

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.

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.

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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.

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

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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.

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

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

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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.

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

obligations of the supplier covered under the contract.

6. Patent rights

5. Use of contract documents and information; inspection.

4. Standards

3. General

2. Application

- 8.7 Any contract supplies may on or after delivery be inspected, tested or which do not comply with the contract requirements may be rejected.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and these inspections, tests or analyses shall be defrayed by the supplier.
- 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 purchaser.
- 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.
- 8.3 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.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.1 All pre-bidding testing will be for the account of the bidder.
- 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.
- 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
- 7.2 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.
- 7.1 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.

8. Inspections, tests and analyses

7. Performance security

- analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.
- 9.1 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.
- 10.1 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.
- 11.1 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.
- 12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.
- 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;

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

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.

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

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.

15.1 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. Warranty

(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.

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:

14. Spare parts

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.

(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.

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

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.

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

21.1 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.

20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract 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.

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.

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.

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.

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

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.

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

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

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.

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

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

22.1. 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.

22. Penalties

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

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

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

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

23.4. If a purchaser intends imposing a restriction on a supplier or any

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

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

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.
- 26.1 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 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.
- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
28. Limitation of Liability

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29.1 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.
- 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 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.
- 32.1 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.
- 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
33. National Industrial Participation (NIP) Programme
34. Prohibition of Restrictive practices of
- 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

34.3 If a bidder(s) or contractor(s), has / have been found guilty by the Competition Commission of the restrictive practice referred to above, the purchaser may, in addition and without prejudice to any other remedy provided for, invalidate the bid(s) for such item(s) offered, and / or terminate the contract in whole or part, and / or restrict the bidder(s) or contractor(s) from conducting business with the public sector for a period not exceeding ten (10) years and / or claim damages from the bidder(s) or contractor(s) concerned.

Is General Conditions of Contract (revised July 2010)