



APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

BID NO: HS – B01/2024-2027

TENDER SUBMITTED BY:

Name of Company: _____

Contact Person: _____

CSD Registration No: _____

Contact Numbers: Cell _____ Tel _____

E-mail: _____ Fax _____

SCM: ENQUIRIES

Contact person: SHALATI NTSANWISI

E-mail: bids@fshs.gov.za

Private Bag X247

Bloemfontein

9300

CLOSING DATE: 04 June 2024

TOTAL % VALUE OF PROJECTS BIDDED FOR

(As per SBD 1; Form of Offer and Acceptance

_____ %



BID DOCUMENT

APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

BID NUMBER:

HS-B01/2024-2027

CLOSING DATE:

04 June 2024

TIME:

11h00

VALIDITY PERIOD: 120 DAYS

NB:

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

All bidders must indicate their CSD Registration number: MAAA_____



TENDER ADVERT DATE:	10 MAY 2024
TENDER NUMBER	HS-B01/2024-2027
TITLE OF TENDER	APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS
EMPLOYER	FREE STATE DEPARTMENT OF HUMAN SETTLEMENTS (FSHS)
EMPLOYER EMAIL	www.humansettlements.fs.gov.za
POSTAL ADDRESS	P.O BOX 247
TOWN/CITY	BLOEMFONTEIN
CODE	9300
PHYSICAL ADDRESS1	OR TAMBO HOUSE
PHYSICAL ADDRESS2	7 TH FLOOR
PHYSICAL ADDRESS3	CNR ST ANDREWS AND MARKGRAAFF STREETS
PHYSICAL ADDRESS4	9301
E-MAIL:	bids@fshs.gov.za
BRIEFING DATE 28 MAY 2024, TUESDAY TIME 09H00	NON-COMPULSORY ONLINE BRIEFING SESSION: Microsoft Teams Need help? Join the meeting now Meeting ID: 339 026 774 716 Passcode: vZ6Uu9
TENDER DOCUMENTS AVAILABLE @	www.etenders.gov.za at NO COST
CLOSURE DATE	04 JUNE 2024
CLOSURE TIME	11H00
TENDER BOX LOCATION	OR TAMBO HOUSE, GROUND FLOOR
SCM ENQUIRIES CONTACT PERSON	SHALATI NTSANWISI bids@fshs.gov.za
ENQUIRIES: PROJECT MANAGEMENT CONTACT PERSON	THABISO MAKEPE: technical.bids@fshs.gov.za
EVALUATION CRITERIA	Bidders must achieve a minimum of 70 points and above of the functionality points in order to be eligible for further evaluation. Any proposal not meeting the minimum score of 70 points on the technical functionality at the time of bid closing date will be disqualified.



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AGENDA OF THE TECHNICAL BRIEFING SESSION: HS-B01/2024-2027

PURPOSE: NON-COMPULSORY ONLINE BRIEFING OF PROSPECTIVE BIDDERS IN RELATION TO TENDER HS-B01/2024-2027:

APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

DATE: 28 May 2024, Tuesday

TIME: 09h00

Chairperson: Nozipho Molikoe

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



CHECKLIST			
	SECTIONS COMPLETED	YES	NO
SECTION A	INVITATION TO BID (SBD 1) Part A and B Completed and signed		
	BIDDER'S DISCLOSURE (SBD 4) Completed and signed		
	PREFERENCE POINTS CLAIM FORM IN TERMS OF PREFERENCE PROCUREMENT REGULATIONS OF 2022 (SBD 6.1)		
	FORM OF OFFER		
SECTION B	TERMS OF REFERENCE (TOR) Please read and adhere to all instructions and accept terms of reference by signing the document		
SECTION C	GENERAL CONDITIONS OF CONTRACT (GCC)		



SECTION A:

SBD 1

INVITATION OF BID

PART A AND B



PART A

SBD 1

INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER:	HS-B01/2024-2027	CLOSING DATE:	04 June 2024	CLOSING TIME:	11h00
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DESCRIPTION	APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS
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BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

OR TAMBO HOUSE, GROUND FLOOR, CNR ST ANDREWS AND MARKGRAAF STREETS, BLOEMFONTEIN, 9301

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO	TECHNICAL ENQUIRIES MAY BE DIRECTED TO:
---	--

CONTACT PERSON	Shalati Ntsanwisi	CONTACT PERSON	Thabiso Makepe
TELEPHONE NUMBER	051 405 4244	TELEPHONE NUMBER	051 405 5979
E-MAIL ADDRESS	bids@fshs.gov.za	E-MAIL ADDRESS	technical.bids@fshs.gov.za

SUPPLIER INFORMATION

NAME OF BIDDER			
POSTAL ADDRESS			
STREET ADDRESS			
TELEPHONE NUMBER	CODE	NUMBER	
CELLPHONE NUMBER			
E-MAIL ADDRESS			
VAT REGISTRATION NUMBER			

SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:	OR	CENTRAL SUPPLIER DATABASE No:	MAAA
1.1.1.1 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]	1.1.1.2 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]	

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	<input type="checkbox"/> YES <input type="checkbox"/> NO
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?	<input type="checkbox"/> YES <input type="checkbox"/> NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.



PART B

TERMS AND CONDITIONS FOR BIDDING

<p>1. BID SUBMISSION:</p> <p>1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.</p> <p>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.</p> <p>1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS OF 2022, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.</p> <p>1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</p>
<p>2. TAX COMPLIANCE REQUIREMENTS</p> <p>2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.</p> <p>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.</p> <p>2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA.</p> <p>2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.</p> <p>2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.</p> <p>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.</p> <p>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."</p>

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

SIGNATURE OF BIDDER:

.....

CAPACITY UNDER WHICH THIS BID IS SIGNED:

.....

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

DATE:

.....



SBD 4

BIDDER'S DISCLOSURE



BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise,

employed by the state?

YES/NO

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

Full Name	Identity Number	Name of State institution

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



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

2.2.1 If so, furnish particulars:

.....
.....

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

1.1.2 If so, furnish particulars:

.....
.....

3. DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 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.

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



- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.
- 3.6 I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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



SBD 6.1

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



SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

The 90/10 preference point system will be applicable in this tender.

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

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

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

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

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



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

2. DEFINITIONS

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

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

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

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender



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

3.2.1. POINTS AWARDED FOR PRICE

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

$$\begin{array}{ccc} \mathbf{80/20} & \mathbf{or} & \mathbf{90/10} \\ \\ \mathbf{Ps = 80 \left(1 + \frac{Pt - Pmax}{Pmax} \right)} & \mathbf{or} & \mathbf{Ps = 90 \left(1 + \frac{Pt - Pmax}{Pmax} \right)} \end{array}$$

Where

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

4. POINTS AWARDED FOR SPECIFIC GOALS

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

For the purposes of this tender the tenderer will be allocated points based on the goals stated in table1 below as may be supported by proof/ documentation stated in the conditions of this tender.

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

- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
- (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system, then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.



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

Note to tenderers:

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

The specific goals allocated points in terms of this tender	Achievement Level	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer of state)
Women Ownership	100%	5	
	75% - 99%	3	
	60% - 75%	2	
	51% - 59%	1	
	0% - 50%	0	
Youth Ownership	100%	5	
	75% - 99%	3	
	60% - 75%	2	
	51% - 59%	1	
	0% - 50%	0	
Total Points	10		



5. DECLARATION WITH REGARD TO COMPANY/FIRM

5.1. Name of company/firm.....

5.2. Company registration number:

5.3. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –
 - (a) disqualify the person from the tendering process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;



- (d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution, if deemed necessary.

	SIGNATURE(S) OF TENDERER(S)
SURNAME AND NAME:
DATE:
ADDRESS:



Form of Offer and Acceptance

(This must be completed)

A: OFFER

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

BID NUMBER: HS-B01/2024-2027: APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS

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

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

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

.....% **(In words**

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

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

Name: *(of signatory in capitals):*

Capacity: *(of Signatory):*

Name of Tenderer: *(organisation):*

Address:

.....

Telephone number:..... Fax number:

Witness:

Signature:

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

Date:

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



B: ACCEPTANCE

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

The terms of the contract are contained in

- SECTION A: All SBD forms
- SECTION B: Terms of Reference
- SECTION C: General Conditions of 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 offer and acceptance, are contained in the Schedule of Deviations attached to and forming part of this Agreement. No amendments to or deviations from said documents are valid unless contained in this Schedule.

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

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

Signature:

Name: *(in capitals)*

Capacity:

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

Address:

.....

Witness: Signature: **Name:**

Date:



SECTION B:

TERMS OF REFERENCE

APPOINTMENT OF AN IMPLEMENTING AGENT TO UNDERTAKE THE IMPLEMENTATION OF VARIOUS HUMAN SETTLEMENTS RELATED PROJECTS THROUGHOUT THE FREE STATE PROVINCE FOR A PERIOD OF 36 MONTHS



1. INTRODUCTION AND BACKGROUND

The Free State Department of Human Settlements (FSHS) is committed to delivering, infrastructure, and construction opportunities through integrated, sustainable infrastructure and construction projects. To achieve this vision, FSHS aims to appoint an Implementing Agent, to facilitate the efficient and effective implementation of various human settlements projects within the province as and when required

FSHS invites service providers with experience in infrastructure and construction projects to express their interest in the execution of such works. The scope of work shall include the full range of services associated with the Human Settlements Infrastructure Program. The appointment of this Implementing Agent aims to ensure a streamlined and efficient procurement process for engaging qualified service providers, promote transparency and fairness in the procurement process, foster a competitive environment for service providers, and enhance the quality and timeliness of project delivery within the province.

Since 1994, national priority projects have been used across sectors to reduce poverty in townships. The priority has been to increase the supply of public infrastructure at an accelerated pace and to develop sufficient infrastructure to close the gap between the existing infrastructure and the infrastructure that is needed. FSHS recognizes the critical role of the private sector in achieving this goal. Lessons learned about project management and implementation highlight the importance of well-planned and executed priority projects to deliver infrastructure at an accelerated pace.

Balanced partnerships, effective contracting and governance, a clear empowerment and transformation pathway, and shared risk and proceeds among all parties are critical to project success.

2. OBJECTIVES AND PURPOSE OF THE TENDER

- The Free State Province is faced with significant infrastructure shortages, leading to inadequate living conditions, and a lack of access to essential services and social infrastructure for a substantial portion of the population. This situation has exacerbated social inequalities and adversely impacted on the overall socio-economic growth of the province.
- FSHS is issuing this tender to appoint an implementing agent to facilitate the efficient and effective implementation of Human Settlements related projects within the province. The appointed Implementing Agent will help bridge the gap in the infrastructure and construction backlog and address the infrastructure needs of the province.
- The Implementing Agent will assist FSHS in addressing the human settlements related needs. Their services will be crucial in the planning process, engineering, procurement, construction, and management of assigned projects, leading to the successful delivery of sustainable human settlements and the alleviation of associated backlogs.



The primary purpose of appointing an Implementing Agent is to address the spatial imbalances and infrastructure shortages within the various municipalities of the Free State Province. By doing so, the appointed Implementing Agent will contribute to improving the living conditions and quality of life for residents across the province. By addressing the current infrastructure and construction needs, the province can work towards creating more equitable, accessible, and sustainable towns that promote social cohesion, economic growth, and overall well-being for all its residents.

- The Implementing Agent will be responsible for project implementation and management of conveyancers, consultants, contractors, and other service providers on assigned projects. Their responsibilities will include project planning, design management, procurement, coordination, project monitoring, quality management, claims management and reporting to ensure the timely and successful completion of projects.

3. SCOPE OF WORK

The scope of work is outlined below and it should be noted that the activities listed below will only be applicable to the specific tasks as per instruction issued out to perform work

3.1 PROGRAMME MANAGEMENT SCOPE OF WORK

Programme Management scope of work may include:

- Project managing contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The Implementing Agent will be responsible for project management of contractors, engineers, architects, quantity surveyors and any other consultants or service providers who will work on various infrastructure projects.
- Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers: The Implementing Agent will monitor the progress of contractors, architects, quantity surveyors and any other consultants or service providers to ensure that they adhere to delivery schedules and cash flow requirements.
- Monitoring contractors, engineers, architects, quantity surveyors and any other consultants or service providers on compliance with contractual obligations: The Implementing Agent will ensure that contractors, engineers, architects, quantity surveyors and any other consultants or service providers comply with their contractual obligations to ensure the successful completion of infrastructure projects.
- Reviewing and approving contractors, engineers, and service provider invoices: The Implementing Agent will review and approve contractors, engineers and service providers invoices to ensure that the work has been completed according to the contract terms, project schedule, and quality requirements.
- Deploying an innovative user-friendly project and program management system: The Implementing Agent will deploy a project and program management system that is not



only innovative, but also easy to use and provides relevant reporting for regional and senior management throughout FSHS.

- Introducing a system where FSHS will have access to live dashboards and performance information on projects: The Implementing Agent will introduce a live dashboard system that will provide FSHS with access to project performance metrics and key indicators in real-time.
- Deploying a live GIS System on all projects under construction: The Implementing Agent will deploy a Geographic Information System (GIS) to provide an integrated and interactive mapping platform that supports decision-making processes for all infrastructure projects.
- Appointing professional consultants: If requested by the Client, the Implementing Agent shall appoint professional consultants, such as civil engineers, structural engineers, quantity surveyors, electrical engineers, and architects, who will assist in the preparation

of all construction documents required to execute infrastructure projects, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).

- Appointing suitable contractors for the execution of the construction works: If requested by the Client, the Implementing Agent shall appoint suitable contractors for the execution of the construction works, it shall adhere to the requirements set out in the Public Finance Management Act (PFMA).
- Facilitating and assisting with the submission of Infrastructure delivery proposals: The Implementing Agent will assist with the submission of infrastructure delivery proposals by various municipalities and other government departments in line with their Infrastructure Delivery Plans.
- Identifying project viability and state of readiness: The Implementing Agent will work with various municipalities and other government departments to identify project viability and readiness for infrastructure projects.
- Engaging with relevant sector partners: The Implementing Agent will engage with relevant sector partners, including but not limited to municipalities and other provincial and national sector departments for their contribution and input in current and future infrastructure projects.
- Suitability Analysis of Proposals: The Implementing Agent will analyze and advise the department on the suitability of infrastructure proposals. This will include assessing the readiness of proposed projects with regards to land, bulk services, and other feasibility imperatives. The Implementing Agent will also provide recommendations to ensure the efficient delivery of infrastructure projects.
- Norms and Standards Research: The Implementing Agent will research, collate, and recommend inputs to the projects in line with the Norms and Standards. This will ensure that infrastructure projects are developed in accordance with all standards and regulations.



3.2 CONTRACTS MANAGEMENT SCOPE OF WORK

Contracts Management scope may include:

- Monitoring adherence to delivery schedules and cash flows by contractors, engineers, architects, quantity surveyors and any other consultants or service providers to ensure timely delivery of projects and efficient use of funds.
- Ensuring that contractors, engineers, architects, quantity surveyors and any other consultants or service providers adhere to contractual obligations to avoid legal disputes and ensure project quality.
- Providing quality assurance by certifying milestones and payment of claims to ensure project deliverables meet quality standards.
- Ensuring project inspections for the purpose of quality assurance.
- Ensuring consistent compliance with the Quality Assurance Management Framework to maintain project quality.
- Ensuring consistent compliance with the Standard Procedure for claims processing and procedures to ensure fair and timely payment of claims.
- Processing claims received from contractors, engineers, architects, quantity surveyors and any other consultants or service providers within 30 days to ensure timely payment and avoid delays.
- Serving as a full Implementing Agent responsible for receiving project funding from FSHS and distributing it to all relevant contractors, engineers, consultants, and other service providers to ensure efficient use of funds.
- Advising on the feasibility and sustainability studies of potential or identified future projects to ensure projects are viable and sustainable from feasibility to implementation.
- Assisting in conducting projects contract reviews to identify any issues or concerns and address them to ensure project quality.
- Developing and implementing a risk management plan to identify, assess, and mitigate potential risks and issues that may impact project delivery, including those related to health and safety, environmental impact, stakeholder engagement, and financial management, to avoid project delays and ensure project quality.
- Establishing and maintaining effective communication channels with all stakeholders to ensure project goals and objectives are clearly understood, and all parties are kept informed of project progress to maintain project quality.



- Providing support and guidance to municipalities and other government departments in the development and implementation of any of their infrastructure programs, including

technical assistance, capacity building, and training to ensure successful project implementation.

- Developing and maintaining an effective project management system that includes standardized processes and procedures, project templates, and reporting mechanisms to ensure that all projects are delivered on time, within budget, and to the required quality standards to ensure efficient project management.
- Conducting regular project audits and reviews to identify areas for improvement and to ensure that project management processes are being followed, and project goals are being achieved to avoid delays and ensure project quality.
- Developing and implementing a sustainability plan for each project that addresses environmental impact, energy efficiency, waste management, and water conservation to ensure sustainable project implementation.
- Developing and implementing a community engagement plan that encourages the participation of local stakeholders in project planning and implementation and fosters community ownership and support for the project to ensure successful project implementation.
- Provide technical assistance and guidance to contractors and service providers on best practices in infrastructure development, including design, construction, and post-construction maintenance.
- Provide regular training and capacity building opportunities to project staff, contractors, and service providers on project management, technical skills.
- Develop and implement a quality management plan that includes standards and procedures for ensuring that all project deliverables meet the required quality standards.

3.3 TECHNICAL MANAGEMENT SCOPE OF WORK

Technical Management scope may include:

- The Implementing Agent will have the responsibility of appointing professional consultants to assist with the engineering and architectural designs of each assigned project. The Implementing Agent will work closely with these consultants to ensure that all engineering requirements are met and that projects are completed in accordance with the engineering standards and regulations. The specific scope of work for engineering will also include:
- Reviewing engineering and architectural drawings, specifications, and designs for each project to ensure compliance with relevant codes, standards, and regulations. The Implementing Agent will also ensure that the designs are constructible, safe, and feasible, taking into account site conditions, local regulations, and the project's budget and timeline.



- Reviewing bill of quantities (BOQs) and cost estimates for each project to ensure accuracy and completeness. The Implementing Agent will also provide guidance on cost-effective solutions to optimize the project's budget without compromising quality and performance.
- Providing technical guidance and advice to contractors, engineers, and other stakeholders on engineering issues throughout the project lifecycle. This includes interpreting and clarifying project requirements, resolving technical issues and conflicts, and ensuring that all parties are aware of their roles and responsibilities.
- Ensuring that all engineering work is completed in accordance with the relevant engineering standards and regulations, including but not limited to structural, mechanical, electrical, and civil engineering. The Implementing Agent will also ensure that all designs are reviewed and approved by relevant authorities and stakeholders as required.
- Conducting regular site inspections to ensure that construction work is progressing in accordance with the project schedule and specifications. The Implementing Agent will also verify that all work is completed in compliance with the approved design and construction standards, and that any changes or modifications are documented and approved by the relevant stakeholders.
- Reviewing engineering and architectural changes and design modifications as required and ensuring that any changes are properly documented and communicated to all relevant parties. The Implementing Agent will also assess the impact of any changes on the project's budget, timeline, and quality, and provide recommendations on how to mitigate any adverse effects.
- Conduct quality control checks to ensure that all construction work is completed to the required quality standards. This includes performing regular quality inspections and tests, verifying that all materials and equipment meet the required specifications, and ensuring that all workmanship is of the required standard.
- Preparing and submitting engineering reports to FSHS on the progress of each project. The Implementing Agent will also prepare regular progress reports for the project team and other stakeholders as required, highlighting any issues or concerns, and providing recommendations for corrective action.
- Ensuring that all projects are completed within the approved budget and timelines. The Implementing Agent will develop and maintain detailed project schedules, track progress against milestones, and identify any potential delays or cost overruns. The Implementing Agent will also provide recommendations on how to mitigate any adverse effects and ensure that the project is delivered within the approved scope, budget, and timeline.

3.4 PROCUREMENT SCOPE OF WORK

Procurement scope may include:

Procurement activities shall be carried out in accordance with the procurement policies of the Department and procedures of the PFMA. The specific scope of work for procurement may include:



- The Preparation of Tender Documents: being responsible for preparing tender documents for the procurement of services, including engineering services, construction works, and consulting work and ensuring that the tender documents are comprehensive, clear, and provide sufficient information to enable potential bidders to prepare responsive bids.
- Ensuring that all procurement activities are conducted in a fair, transparent, and competitive manner and in compliance with applicable laws and regulations.
- Be responsible for evaluating bids and proposals submitted by potential service providers, appointing them as the Implementing Agent.
- Be responsible for managing the contracts awarded, including monitoring the performance of suppliers, ensuring compliance with contract terms and conditions, and resolving any issues that may arise.
- Maintaining accurate and up-to-date records of all procurement activities and contracts awarded and providing regular reports to FSHS on the status of procurement activities and contract performance.
- Ensuring that all procurement activities are carried out in an environmentally sustainable manner, and that suppliers are selected based on their commitment to environmental sustainability and social responsibility.
- Managing the budget for each project within the program. The Implementing Agent will be responsible for the accurate recording of all project-related expenses and the management of the cash flow for each assigned project. The Implementing Agent will be required to ensure that all expenses are within the approved budget and will provide regular reports to FSHS on the financial performance of each project.
- Developing and maintaining a detailed project budget for each assigned project, which will include all costs associated with the project, including, but not limited to, engineering fees, contractor fees, materials, equipment, and any other project-related expenses.
- Receiving of invoices from contractors, engineers, architects, quantity surveyors and any other consultants or service providers for work completed on assigned project. The Implementing Agent will verify that the work has been completed in accordance with the contract terms, project schedule, and quality requirements before approving the invoices.
- Procurement of contractors and service providers, and as a **first** preference within the existing appointed panels.
- Payment to the relevant service provider invoices to the engineers, contractors and all other relevant service providers.
- Maintaining accurate and up-to-date financial records for each project and provision of regular financial reports to FSHS on the status of each project's budget.
- Provision of financial advice and recommendations to FSHS on project-related expenses and working closely with FSHS to ensure that all projects are completed within budget.



- It will not be expected from the Implementing Agent to distribute any payments to contractors, engineers, or consultants if the Implementing Agent has not yet received the funds from FSHS or other Departments.

3.5 ALTERNATIVE FUNDING MECHANISM SCOPE OF WORK

Alternative Funding Mechanisms scope may include:

- Collaboration with FSHS to explore alternative funding mechanisms for all human settlements related programs. This may include engaging with banks and other financial institutions in South Africa, as well as international funding institutions, to identify alternative sources of funding that can be used to accelerate the execution of human settlements projects and ease the burden on the existing national and provincial budgets.
- Be responsible for preparing funding proposals and business plans for review and approval by FSHS and other relevant stakeholders. This may include conducting feasibility studies, financial modelling, and risk assessments to ensure that proposed funding mechanisms are viable and sustainable. This will also include the drafting of business plans for the consideration of FSHS.
- If deemed necessary by the Client, the Implementing Agent will assist in negotiating alternative funding mechanisms with banks and other financial institutions on behalf of FSHS and other Departments for the consideration and approval by FSHS. This may include negotiating loan terms, interest rates, and repayment schedules.
- Be responsible for managing the disbursement of funds to contractors, engineers, architects, quantity surveyors and any other consultants or service providers in accordance with the terms of any alternative funding agreements (within the terms of contract of this bid.
- Maintaining accurate and up-to-date financial records for each funding mechanism and will provide regular financial reports to FSHS on the status of each funding mechanism.
- Be responsible for ensuring that all funding mechanisms are in compliance with applicable laws and regulations.

4. COST OF BID PROPOSAL

Unless otherwise stated in the tender, the Employer will not compensate the Respondent for any costs incurred in the preparation and submission of a proposal, including the costs of any testing necessary to demonstrate that aspects of the proposal complies with requirements.

5. VERIFICATION OF DOCUMENTS

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



6. EVALUATION PROCESS

The evaluation process comprises the following phases:

- Phase I: Administrative and Mandatory Requirements
- Phase II: Evaluation Criteria – Functionality
- Phase III: Price/Financial

Bidders will be disqualified for failure to produce any of the requirements listed under phases I - III below:

PHASE I: ADMINISTRATIVE COMPLIANCE & MANDATORY REQUIREMENTS

ADMINISTRATIVE COMPLIANCE:

- Company registration documents;
- All applicable SBD forms to be completed and signed accordingly (SBD 1, SBD 4, SBD 6.1 and Form of Offer)

MANDATORY REQUIREMENTS:

No Bidder is allowed to BID twice either as an individual or as a joint venture or both.

If anyone is found to have transgressed, will be disqualified together with the Joint Venture entity.

- A copy of SARS Tax Pin certificate;
- Copy of CSD report.
- COIDA Certificate;
- CIDB Registration: CIDB grading **9GB, 9CE & 9SB** is compulsory.
(Should the Respondent not meet this minimum requirement, then such Respondent shall be automatically disqualified)
- Joint Venture agreement in case of a Joint Venture. (In the case of a consortium or joint venture (including unincorporated consortia and joint ventures) or Partnership, a signed teaming agreement /JV agreement signed by both parties is required.
- The tenderer or any of its directors are not listed on the Register of Tenderer Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004.

Failure to meet these requirements will disqualify the respondent from further consideration in the tender process.



PHASE II: EVALUATION CRITERIA – FUNCTIONALITY

IMPLEMENTING AGENT

- All Respondent's responding to the submission should be addressing the following (where applicable, the appropriate documents must be attached):
- Cover Letter: A professional cover letter that introduces the Implementing Agent firm and highlights its interest in the tender.
- Project and Consulting Team: A detailed description of the project team and professional consulting team, including the roles, qualifications, and experience of each member. The team should include, but is not limited to the following professionals: Principal Program Co-Ordinator, Principal Engineer, Construction Project Manager, Engineering Technologist, Senior Admin Officer, Chief Town Planner, GIS Specialist, Software Engineer, Environmental Specialist, Accountant, Conveyancer, Civil Engineering, Electrical Engineering, Geotechnical Engineers, Traffic Engineers, Land Surveyors, Town Planners, Quantity Surveyors, Architects, OHS Specialists, and Urban Designers, etc.
- The following information should be submitted for each in-house professional or consulting firm:
 - (a) Company names and profiles;
 - (b) Company representative's details (including contact details);
 - (c) Company's assigned professionals' CV's, ID's, qualifications and professional registrations;
 - (d) Applicable professional disciplines for which each company is appointed.
- Experience of the Implementing Agent: A list of the Implementing Agent's experience in executing any public sector projects. Track record can include Town Planning, Services, Top Structures and other Infrastructure and Construction projects.
- Locality of the Implementing Agent: Proof of the Implementing Agent's local Free State office.
- Implementing Agent's other/extra returnable documents: The Implementing Agent must provide the following documents as part of the submission.
 - Latest 3 years Audited Financial Statements
 - Health and Safety Declaration
 - Professional Indemnity
 - Company Registration Documents
 - Shareholders Agreement
 - Shareholding Declaration signed by the accounting officer
 - Directors Identity Documents
 - Municipal Rates and Taxes
 - Company Profile



- **Project Methodology and Method Statement:** An in-depth description of how a typical project of this nature will be managed, from Inception to Close Out.
- **Procurement Methodology:** details of how procurement of Local Contractors, Local Engineers and all other Local Service Providers will be done.
- **Project Management System:** A detailed description of the project management system to be used, highlighting its capabilities and how it will facilitate information access for the Employer.
- **Impacts Plan:** A comprehensive plan addressing the Implementing Agent's primary economic, social, and environmental impacts, demonstrating their commitment to sustainable development and the well-being of the community.
- **Empowerment and Local Beneficiation Plan:** A robust plan outlining the Implementing Agent's commitment to promoting the economic empowerment of black individuals, including black women, youth, and persons with disabilities. The plan should also emphasize local beneficiation, ensuring that the project brings tangible benefits to the local community and contributes to socio- economic development.

FINANCIAL CAPACITY

Ensuring Financial Capability in compliance with the Public Finance Management Act, 1999 (Act No. 1 of 1999), specifically Section 38(1)(a)(iii), and to uphold the principles of fiscal responsibility, the Department mandates the following financial capacity requirement for respondents to this tender:

Minimum Financial Capacity:

Respondents must demonstrate a minimum revenue of R800 million in the previous fiscal year.

This threshold is established as a direct measure of a respondent's ability to manage and execute projects within annual budgets exceeding billions. This requirement is critical for ensuring that the Implementing Agent possesses the necessary financial stability and operational competence to manage large scale public funds effectively.



FUNCTIONALITY

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

The following skills, expertise and experience required are as follows:

Item	Criteria	Attachments	Points allocation
1.Experience	Bidders are expected to demonstrate experience in all Public infrastructure and construction projects. Bidders have to attach copies of appointment letters and completion certificates for all successfully completed projects. Failure to submit appointment letters and completion certificates will lead to no award of points.		
	<p><u>The combined value of Public infrastructure and construction projects completed from 01 January 2014 to date</u></p> <p>Combined Projects Value Exceeds R 2 billion = 40 points</p> <p>Combined Projects Value Between R 1 billion and R 2 billion = 30 points</p> <p>Combined Projects Value Between R 500 million and R 1 billion = 20 points</p> <p>Combined Projects Value Between R 100 million and R 500 million = 8 points</p> <p>Combined Projects Value less than R 100 million = 5 Points</p>	Attach Appointment letter(s) and Practical or Final completion certificate(s). Either the appointment letter(s) or the completion certificate(s) or both documents should clearly outline the value of project(s) completed.	40 points
2. Key Staff	<p><u>NB: Full CVs and certified copies of qualifications of the key staff as well as affidavits allowing the use of their CVs to be attached. Nominated key staff should have a minimum of 5 years of work experience.</u></p> <p>Failure to attach any of these will result in no points being allocated. Specify the designation of each key staff on CVs or on the organogram of project team.</p>		
	<p><u>Professional Civil Engineer</u></p> <p>4 points</p>	Full CV & Bachelor's Degree/ BTech in Civil Engineering or Higher (NQF 7) Certified copy of Certificate of professional registration	Total of 40 points



Item	Criteria	Attachments	Points allocation
	<p><u>Professional Clerk of Works</u> 4 points</p> <p><u>Professional Architect</u> 4 points</p> <p><u>Professional Project Management</u> 4 points</p> <p><u>Professional Electrical Engineer</u> 4 points</p> <p><u>Professional Structural Engineer</u> 4 points</p> <p><u>Professional Town Planner</u> 2 points</p>	<p>Full CV & National Diploma in Civil Engineering or Construction Management or Higher (NQF 5) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Architecture or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Built environment or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Electrical Engineering or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Civil Engineering or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Town & Urban</p>	



Item	Criteria	Attachments	Points allocation
	<p><u>GIS Specialist</u> 2 points</p> <p><u>Health and Safety Professional</u> 2 points</p>	<p>Planning or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Bachelor's Degree/ BTech in Geomatics/GIS or Higher (NQF 7) Certified copy of Certificate of professional registration</p> <p>Full CV & Accredited Certificate or Higher (NQF 4)</p>	
3.	Approach, methodology and implementation plan		10 points
4.	Procurement Methodology		5 points
5.	Project Management System		5 points
6.	The Implementing Agents primary (local) economic, social, and environmental impacts plan.		5 points
7.	Empowerment and Local Beneficiation Plan		5 points
TOTAL SCORE FOR FUNCTIONALITY			100 Points

Please refer to the below Rubric Table on how to respond to the Criteria listed under item 3 -7

NON- MANDATORY REQUIREMENTS:

(The following will be used for points in the SBD 6.1 Specific goals on page 18)

- B-BBEE Certificate
 - Sworn Affidavit – B-BBEE exempted Micro Enterprise - General
 - SANAS B-BEE Rating Agency
 - the dti – Department: Trade and Industry Republic of South Africa (Micro Enterprises)



RUBRIC TABLE

Category	Criteria	Points
1. Approach, Methodology, and Implementation Plan	Clarity	/2.5
	Feasibility	/2.5
	Innovation	/2.5
	Risk Management	/2.5
	Total	/10
2. Procurement Methodology	Transparency	/2.5
	Supplier Diversity	/1.5
	Cost-Efficiency	/1
	Total	/5
3. Project Management System	Project Structure	/2
	Communication Strategy	/1.5
	Monitoring and Reporting	/1.5
	Total	/5
4. Economic, Social, and Environmental Impacts	Economic Impact	/2
	Social Impact	/1.5
	Environmental Impact	/1.5
	Total	/5
5. Empowerment and Local Beneficiation Plan	Empowerment	/2.5
	Local Beneficiation	/2.5
	Total	/5

PHASE III: PRICE/FINANCIAL STAGE

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



7. PRICE OFFERED

The Implementing Agent will be entitled to a Fee percentage added to the total cost of each infrastructure project. This fee will be added to the total project cost, including contractors, engineers, consultants, and all other service providers' costs needed to execute services related to the infrastructure projects. The fee is fixed and non-negotiable.

The proposed rate is% (Respondents are required to insert the project percentage total as indicated in the pricing schedule.)

The awarded fee percentage shall remain fixed throughout the duration of the contract. Compensation to the respondent will be based on the aggregate group percentage. Any proposed amendments to the percentage fee must be mutually agreed upon by both parties and shall be formalized in writing.

PRICING SCHEDULE (Professional Services)

Implementing Agent Pricing Schedule		
Group	Function Heading	Percentage
-	-	-
Project Percentage	Total (A+B+C+D+E)	%
-	-	-
[A] Programme Management	(Sum of Items 1 to 9)	%
1	Project Managing Service Providers	%
2	Monitoring Adherence to Schedules	%
3	Monitoring Compliance with Contractual Obligations	%
4	Reviewing and Approving Invoices	%
5	Deploying Project and Program Management System	%
6	Introducing Live Dashboards and Performance Information	%
7	Deploying GIS System on Projects	%
8	Identifying Project Viability and State of Readiness	%
9	Engaging with Relevant Sector Partners	%
SUB – TOTAL (A)		
[B] Contracts Management	(Sum of Items 10 to 24)	%
10	Monitoring Adherence to Schedules and Cash Flows	%
11	Ensuring Compliance with Contractual Obligations	%
12	Providing Quality Assurance by Certifying Milestones	%
13	Implementing Quality Management Plan and Quality Assurance	%
14	Ensuring Compliance with Standard Procedure for Claims	%



15	Processing Claims	%
16	Advising on Feasibility and Sustainability Studies	%
17	Assisting in Conducting Project Contract Reviews	%
18	Developing and Implementing Risk Management Plan	%
19	Providing Support and Guidance to Municipalities	%
20	Conducting Regular Project Audits and Reviews	%
21	Developing and Implementing Sustainability Plan	%
22	Developing and Implementing Community Engagement Plan	%
23	Providing Technical Assistance and Guidance	%
24	Providing Training and Capacity Building	%
SUB – TOTAL(B)		
[C] Technical Management	(Sum of Items 25 to 35)	%
25	Reviewing Engineering Changes	%
26	Reviewing Engineering and Architectural Drawings	%
27	Reviewing Bill of Quantities and Cost Estimates	%
28	Providing Technical Guidance and Advice	%
29	Ensuring Compliance with Engineering Standards	%
30	Conducting Regular Site Inspections	%
31	Reviewing Design Modifications	%
32	Conducting Quality Control Checks	%
33	Preparing and Submitting Engineering Reports	%
34	Norms and Standards Research	%
35	Ensuring Projects within Approved Budget and Timelines	%
SUB – TOTAL (C)		
[D] Procurement	(Sum of Items 36 to 45)	%
36	Suitability Analysis of Proposals	%
37	Preparing Tender Documents	%
38	Evaluating Bids and Proposals	%
39	Recommendation Reports for Professional Consultants	%
40	Recommendation Reports for Contractors	%
41	Maintaining Records of Procurement Activities	%
42	Financial Record Keeping and Financial Reporting	%
43	Financial Advice and Recommendations	%
44	Finalizing Contract document for Professional Consultants	%
45	Finalizing Contract document for Contractors	%
SUB – TOTAL (D)		
[E] Funding and Financial Management	(Sum of Items 46 to 52)	%
46	Collaborating with stakeholders for Funding/or Alternative Funding	%
47	Facilitating and Assisting with Infrastructure Proposals	%
48	Preparing Funding Proposals and Business Plans	%



49	Implement a robust financial reporting system	%
50	Managing Disbursement of Funds	%
51	Maintaining Financial Records	%
52	Ensuring Compliance with Laws and Regulations	%
SUB – TOTAL (E)		

The Respondent is obligated to meticulously price all items, ensuring that each item (A-E) is priced within the range of a **minimum of 0.5%**. Failure to adhere to this stipulation will result in disqualification of the respondent.

8. DURATION

This Proposal and the execution of the identified projects shall be for **a period of 36 months**. The agreement will commence upon the date of signing of the Service Level Agreement (SLA) between the FSHS and will be for a period of **36 months**. All project-specific Service Level Agreements (SLA) signed during this period shall remain active until the completion date as specified in the project-specific Service Level Agreement (SLA).

9. VERIFICATION OF DOCUMENTS

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

10. REGISTRATION ON CENTRAL SUPPLIER DATABASE (CSD)

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

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

11. TAX COMPLIANCE STATUS

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

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



Consortia/Joint Ventures/Sub-contractors:

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

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

12. SUBMISSION OF BID

Bids should be submitted at **O.R Tambo House** (in the tender box) situated on **Ground floor** at the address mentioned below. It is the responsibility of the prospective supplier to ensure that the bid document is deposited in the tender box before **11h00 on 04 June 2024**.

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

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

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

13. OFFICIALS PROHIBITED FROM SUBMITTING BIDS

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

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

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

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

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



14. TERMINATION RIGHTS

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

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

15. CONDITIONS OF CONTRACT

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

Variations, amendments and additions to the Conditions of Contract as Special Conditions of Contract prescribed by the Employer will be determined for every sub-project. Each of the Special Conditions of Contract shall be cross-referenced to the clause in the General Conditions of Contract to which it mainly applies.

- The following referenced Engineering and Construction Works Contract may be applicable depending on the nature of the project identified under this Appointment:
 - Service Level Agreements by FSHS;
 - General Conditions of Contract for Construction Works (GCC);
 - Conditions of Contract for Construction, Conditions of Contract for Plant and Design-Build, Conditions of Contract for FIDIC EPC/ Projects, Conditions of Contract for Design, Build and Operate Projects or Short Form of Contract;
 - JBCC series 2000 Principal Building Agreement or Minor Works Agreement;
 - NEC Engineering and Construction Short Contract or NEC Engineering and Construction Contract; or
 - Any other bespoke conditions of contract that may be agreed upon by the Implementing Agent and the FSHS.
- The standard industry forms of contract shall be used with minimal project-specific variations and additions which do not change their intended usage.
- The project involves the implementation of public sector infrastructure projects in the Free State Province. FSHS will identify infrastructure projects which are part of their project pipeline. The Implementing Agent will execute these identified projects in accordance with the conditions of this contract.
- The Implementing Agent shall upon identification of any project executed through this Proposal determine the total cost of the project for the full execution of the project as



specified in “Scope of Works.” The Implementing Agent will be entitled to a fixed fee as outlined in Price Offered which will be added to the total cost of the project.

- The Project Cost shall be determined by the Implementing Agent for each individual project and presented to the Employer for the approval of such project cost before the Implementing Agent can proceed with the execution thereof.
- Payment of works completed shall be certified in accordance with the applicable conditions of the contract for each project and shall be effected by the Employer to the Implementing Agent in accordance with the provisions of the Contract. The Implementing Agent will subsequently make payment to the identified Service Providers responsible for the execution of the works.
- The implementation of this Proposal and the execution of the identified projects shall be for a period of 36 months. The agreement will commence upon the date of signing of the Service Level Agreement (SLA) between the FSHS and will be for a period of 36 months. All project-specific Service Level Agreements (SLA) signed during this period shall remain active until the completion date as specified in the project-specific Service Level Agreement (SLA).
- The execution of this Proposal may be extended by mutual agreement between the parties, which agreement shall be binding only if and when reduced to writing and agreed to by the parties.
- In line with the State’s goals to promote economic empowerment of previously and currently disadvantaged populations, the Implementing Agent is required to promote economic empowerment, primarily within the locality of the development, and through the legitimate inclusion of disadvantaged groups in all aspects of planning, delivery and ownership.



16. SETTLEMENT OF DISPUTES

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

ACCEPTANCE OF THE TERMS OF REFERENCE AND GENERAL CONDITIONS OF CONTRACT

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

THE BIDDER MUST COMPLETE THE FOLLOWING

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

SIGNATURE

CAPACITY

Contact person of company:

NAME AND SURNAME

Tel. of company: (____) _____

Email address: _____



SECTION C:

GENERAL CONDITIONS OF CONTRACT

GCC



GENERAL CONDITIONS OF CONTRACT

NOTES

The purpose of this document is to:

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

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

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



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General Conditions of Contract

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



	<p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>
6. Patent rights	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
7. Performance security	<p>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.</p> <p>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.</p> <p>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</p> <p>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.</p>
8. Inspections, tests and analyses	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or bidder shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.</p> <p>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.</p> <p>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.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p>



	<p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal, the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p> <p>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.</p>
9. Packing	<p>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.</p> <p>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.</p>
10. Delivery and documents	<p>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.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
11. Insurance	<p>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.</p>
12. Transportation	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>
13. Incidental services	<p>13.1 The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods; (b) furnishing of tools required for assembly and/or maintenance of the supplied goods; (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods; (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and



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



17. Prices	17.1 Prices charged by the supplier for goods delivered and services performed under the contract shall not vary from the prices quoted by the supplier in his bid, with the exception of any price adjustments authorized in SCC or in the purchaser's request for bid validity extension, as the case may be.
18. Contract amendments	18.1 No variation in or modification of the terms of the contract shall be made except by written amendment signed by the parties concerned.
19. Assignment	19.1 The supplier shall not assign, in whole or in part, its obligations to perform under the contract, except with the purchaser's prior written consent.
20. Subcontracts	20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
21. Delays in the supplier's performance	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p> <p>21.2 If at any time during performance of the contract, the supplier or its sub bidder(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.</p>
22. Penalties	22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or



		performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.
23. Termination for default	23.1	The purchaser, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier, may terminate this contract in whole or in part: (a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2; (b) if the Supplier fails to perform any other obligation(s) under the contract; or (c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.
	23.2	In the event the purchaser terminates the contract in whole or in part, the purchaser may procure, upon such terms and in such manner as it deems appropriate, goods, works or services similar to those undelivered, and the supplier shall be liable to the purchaser for any excess costs for such similar goods, works or services. However, the supplier shall continue performance of the contract to the extent not terminated.
24. Anti-dumping and countervailing duties and rights	24.1	When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the bidder to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the bidder in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him
25. Force Majeure	25.1	Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
	25.2	If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
26. Termination for insolvency	26.1	The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.



<p>27. Settlement Disputes</p>	<p>of</p> <p>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.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p> <p>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.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) the purchaser shall pay the supplier any monies due the supplier.</p>
<p>28. Limitation liability</p>	<p>of</p> <p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;(a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.</p>
<p>29. Governing language</p>	<p>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.</p>
<p>30. Applicable law</p>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>
<p>31. Notices</p>	<p>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</p> <p>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.</p>
<p>32. Taxes and duties</p>	<p>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.</p> <p>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.</p> <p>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.</p>



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