



LIMPOPO
PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
**CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

SBD1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE DEPARTMENT OF COGHSTA					
BID NUMBER:	COGHSTA B09/24-25FY	CLOSING DATE:	29 JULY 2024	CLOSING TIME:	11H00
DESCRIPTION	THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE CONSTRUCTION PROJECT MANAGEMENT SERVICES TO HUMAN SETTLEMENTS PROGRAMMES AND PROJECTS IN THE FIVE (05) DISTRICT MUNICIPALITIES WITHIN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS.				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE TENDER BOX SITUATED AT (STREET ADDRESS)					
NO. 20 RABE STREET					
HENSA TOWERS					
POLOKWANE					
0699					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MASENYA JT		CONTACT PERSON	MOGOTSI KP	
TELEPHONE NUMBER	(015) 294 2290		TELEPHONE NUMBER	(015) 284 5165	
E-MAIL ADDRESS	masenyajt@coghsta.limpopo.gov.za		E-MAIL ADDRESS	Mogotsikp@coghsta.limpopo.gov.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
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.					



DEPARTMENT OF
**CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS**

SBD1

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION.
1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED (NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT.
1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT.
1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA .
2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID.
2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER.
2.6 WHERE NO TCS PIN IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

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

SIGNATURE OF BIDDER:

CAPACITY UNDER WHICH THIS BID IS SIGNED:
(Proof of authority must be submitted e.g. company resolution)

DATE:

PRICING SCHEDULE
(PROFESSIONALS)

NAME OF BIDDER: BID NO.: COGHSTA B09/2024-25FY

CLOSING TIME 11:00

CLOSING DATE: 29 JULY 2024

OFFER TO BE VALID FOR 240 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY (ALL APPLICABLE TAXES INCLUDED)
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1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate a ceiling price based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project.

R.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION

HOURLY RATE

DAILY RATE

.....

R.....

.....

R.....

.....

R.....

.....

R.....

.....

R.....

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

.....

R.....

..... days

5.1 Travel expenses (specify, for example rate/km and total km, class of airtravel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED

RATE

QUANTITY

AMOUNT

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

.....

.....

.....

R.....

TOTAL: R.....

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

3

Name of Bidder:

- 5.2 Other expenses, for example accommodation (specify, eg. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
.....	R.....
.....	R.....
.....	R.....
.....	R.....

TOTAL: R.....

6. Period required for commencement with project after acceptance of bid
7. Estimated man-days for completion of project
8. Are the rates quoted firm for the full period of contract? *YES/NO
9. If not firm for the full period, provide details of the basis on which adjustments will be applied for, for example consumer price index.
.....
.....
.....

*[DELETE IF NOT APPLICABLE]

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**

2.3.1 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.

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.

- 3.4 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.
- 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

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

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

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

1. GENERAL CONDITIONS

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

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

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

- a) The applicable preference point system for this tender is the **90/10** preference point system.

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 points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

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

3. 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:

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

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

3.2.1. POINTS AWARDED FOR PRICE

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

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

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

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. 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 organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.)

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

The specific goals allocated points in terms of this tender	Number 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)
Limpopo Province- Latest (not older than three months) Municipal Account/Traditional Council letter	4	
Black people -Valid Sworn Affidavit	2	
Women - Certify ID copy (not older than six months)	2	
Youth - Certified ID copy (not older than six months)	1	
SMME's (Company registration)	1	
TOTAL	10	

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

4.6. 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:

CONTRACT FORM - RENDERING OF SERVICES

THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.

PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
 - (i) Bidding documents, viz:
 - Invitation to bid;
 - Proof of tax compliance status;
 - Pricing schedule(s);
 - Filled in task directive/proposal;
 - Preference claim form for Preferential Procurement in terms of the Preferential Procurement Regulations;
 - Bidder's Disclosure form;
 - Special Conditions of Contract;
 - (ii) General Conditions of Contract; and
 - (iii) Other (specify)
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT)

CAPACITY

SIGNATURE

NAME OF FIRM

DATE

WITNESSES

1

2

DATE:



LIMPOPO

PROVINCIAL GOVERNMENT
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF
CO-OPERATIVE GOVERNANCE,
HUMAN SETTLEMENTS & TRADITIONAL AFFAIRS

TERMS OF REFERENCE

FOR THE APPOINTMENT OF PROFESSIONAL
RESOURCE TEAM (PRT) TO PROVIDE
CONSTRUCTION PROJECT MANAGEMENT
SERVICES TO HUMAN SETTLEMENTS
PROGRAMMES AND PROJECTS IN THE FIVE
(05) DISTRICT MUNICIPALITIES WITHIN
LIMPOPO PROVINCE FOR A PERIOD OF 36
MONTHS

TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM (PRT) TO PROVIDE CONSTRUCTION PROJECT MANAGEMENT SERVICES TO HUMAN SETTLEMENTS PROGRAMMES AND PROJECTS IN THE FIVE (05) DISTRICT MUNICIPALITIES WITHIN LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS

1. PURPOSE

- 1.1 The Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs requests proposals for establishment of a Professional Resource Team (PRT) to be based at the Head Office in Polokwane as well as at the five (5) district offices to provide programme and construction project management service for human settlements programmes and projects.

2. INTRODUCTION

- 2.1 The Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs has technical capacity gap and for effective implementation of human settlements programmes, it seeks to engage the services of a fully capacitated and multi skilled Service Provider to establish a Professional Resource Team (PRT) in Capricorn District as head office and regional offices in Waterberg District, Vhembe District, Mopani District and Sekhukhune District. The purpose of regional offices is to bring the project management team closer to project areas for ease of management.

3. BACKGROUND

- 3.1 The South African Constitution of 1996 enshrines the right of everyone to have access to adequate housing and makes it incumbent upon the State to take reasonable legislative and other measures within its available resources to achieve the progressive realisation of this right. In response to this Constitutional imperative, Government has in terms of the Housing Act, 1997 (Act No 107 of 1997) introduced a variety of Programmes, which provides the poor households access to adequate housing. The policy principles set out in the White Paper on Housing aims to provide poor households with houses as well as basic services such as portable water and sanitation on an equitable basis. The limited resources available from this fiscus, however, necessitate the provision of housing, security and comfort to all, over time.

- 3.2 The Department is responsible for both Human Settlements Development Grant with a capital budget of **R892 884 000.00** as well as the Informal Settlements Upgrading Partnership Grant with the total budget of **R212 572 000**. The two grants will amongst other programmes deliver 5900 housing units, 5428 services sites and 1430 title deeds. The implementation of the development process and the administration of the budget requires specific built environment knowledge and competencies. Coupled with this is the complex nature of the Human Settlements environment. This poses a serious challenge to the senior management in terms of tracking, managing risks and under-performance of contractors and implementing agents.
- 3.3 The Department intends to establish a PRT by appointing a service provider to augment the internal capacity. Adequate funding is required for the Department to secure and retain scarce built environment skills; therefore, the appointed service provider will be required to transfer skills to build the necessary capacity.
- 3.4 The Department of Cooperative Governance, Human Settlements and Traditional Affairs, has over the years come increasingly under pressure to implement housing development programs within communities that have become volatile. It has become difficult to consolidate project planning data to ensure proper packaging and planning as well as records keeping and overall management of the programmes.
- 3.5 It is evident to the Limpopo Department of Cooperative Governance, Human Settlements and Traditional Affairs that a lack of a central project information repository, standardised project information and an implementation of a projects portfolio management system will prevent the effective and successful management of the Housing Delivery Programme and achievement of the key targets.
- 3.6 The PRT shall create a professionalised approach to projects within the Department and will help to build skilled capacity internally.

4. SCOPE OF WORK / TASK

The work to be undertaken shall be as follows:

4.1 KEY PERFORMANCE AREAS

4.1.1 Coordinate provincial Human Settlements Spatial planning

- 4.1.1.1 Conduct a review of existing provincial Human Settlements Spatial plans, guidelines in line with the Human Settlements Spatial planning policies and frameworks.

- 4.1.1.2 Develop Priority Human Settlements and Housing Development Areas (PHSHDAs), coordination plan to keep all stakeholders effectively participating toward achieving MTSF targets through implementation of Integrated Human Settlements programmes for priority development areas.
- 4.1.1.3 Facilitate establishment of a working group of key stakeholders on Human Settlements Spatial planning strategies to address common challenges and opportunities.
- 4.1.1.4 Prepare monthly ad-hoc reports on progress made against Human Settlements Spatial planning MTSF targets.

4.1.2 Human Settlements Projects Planning and Pipeline

Provision of technical support and strategic interventions in:

- 4.1.2.1 Project identification and needs analysis processes through making use of a District Wide Planning Model (DWPM) and Prioritized Human Settlements Development Areas (PHDAs).
- 4.1.2.2 Provision of support on conducting of pre-feasibility and feasibility studies including up to SPLUMA submission and approvals.
- 4.1.2.3 Project Packaging and Pipeline.
- 4.1.2.4 Development of Annual Business Plans, Review and Reporting as and when required.
- 4.1.2.5 Facilitate the appointment of a suitable team to support the Subsidy Administration Unit during beneficiary management for all approved projects, at pre-allocation stage.

4.1.3 Bulk and internal Engineering Services

Provision of technical support on:

- 4.1.3.1 Assessment of pre-feasibility and feasibility studies of engineering designs.
- 4.1.3.2 Technical advice on design development standards and compliance to minimum standards as outlined in the Red Book (Guideline for Human Settlements Planning and Design).

4.1.4 Legal Support

Provision of legal support on:

- 4.1.4.1 Inputs towards Construction Industry Guide Contract types.
- 4.1.4.2 Contracts drafting, vetting, and monitoring.

4.1.5 Special Programmes

- 4.1.5.1 Mining Towns
- 4.1.5.2 Catalytic Projects
- 4.1.5.3 Priority Human Settlements and Housing Development Areas (PHSHDAs)
- 4.1.5.4 Expanded Public Works Programme (EPWP)
- 4.1.5.5 Enhanced People's Housing Process (EPHP)
- 4.1.5.6 Disaster Programme
- 4.1.5.7 Military Veterans

4.1.5.8 Blocked Projects

4.1.5.9 Community Residential Units (CRUs)

Provision of technical support through:

- a. Project identification and needs analysis processes.
- b. Conducting pre-feasibility and feasibility studies.
- c. Business case and facilitation of Private Public Partnerships on Mega & Inclusionary human settlements projects.
- d. Transactional advisory services.

4.1.6 **Informal Settlements Upgrading Programme**

Provision of technical support in:

- 4.1.6.1 Project identification and needs analysis.
- 4.1.6.2 Development of UISP grant business plan.
- 4.1.6.3 Rapid Assessment and categorization of informal settlements.
- 4.1.6.4 Provision of support in the assessment of UISP upgrading and implementation plans.
- 4.1.6.5 The assessment of sustainable livelihoods programmes.
- 4.1.6.6 The development of a Provincial Informal Settlement Upgrading Strategy as well as upgrading plans.

4.1.7 **Urban and Rural Housing Delivery**

Provision of technical support to Department on:

- 4.1.7.1 Ensuring contractors compliance to OHS and Labour Requirements.
- 4.1.7.2 Contracts monitoring and adherence to program implementation plans (PIP).
- 4.1.7.3 Facilitating projects inspections and fast track claims processing within a 30-day period.
- 4.1.7.4 Preparation of progress reports.
- 4.1.7.5 Facilitating projects close out reports.

4.1.8 **Human Settlements Development Grant (HSDG), Title Deed Restoration Grant (TDRG) and Upgrading of Informal Settlements Programme Grant (UISPG), Performance Monitoring and Evaluation**

Provision of technical support on:

- 4.1.8.1 Preparation of reporting templates for all the programmes.
- 4.1.8.2 Collation of performance information on all projects, programmes and grants on daily basis.
- 4.1.8.3 Analysis of data and preparation of weekly, monthly, quarterly, and annual reports as and when required and prepare recovery plans where performance on certain programmes is not satisfactory.
- 4.1.8.4 Regular communication and reporting to COGHSTA at required intervals during the execution of projects.
- 4.1.8.5 Compilation and analysis of current title deeds backlog and scoping of processes towards issuing of Title Deeds on completed units.
- 4.1.8.6 Preparation of the business plan for the Title Deeds Restoration Programme Grant.

- 4.1.8.7 Development and utilization of a user-friendly reporting system for different levels of programme & project management.

4.1.9 Development of Restructuring Zones and Social Housing

Provision of technical support to:

- 4.1.9.1 Undertake assessment of areas identified by Municipalities for demarcation as restructuring zones for social housing development.
- 4.1.9.2 Once Restructuring Zones have been declared and gazetted, assist accredited Social Housing Institutes (SHIs) to package projects for submission to Social Housing Regulatory Authority (SHRA).
- 4.1.9.3 Assess the feasibility of the packaged projects by reviewing financial, technical, and legal aspects. Prepare financial models to determine viability in terms of Capex invested against long-term returns and affordability of potential debt/equity to be raised by SHIs.
- 4.1.9.4 Assist the department to assess new application from prospective SHIs to be accredited by SHRA.
- 4.1.9.5 Carry out regular inspections of SHIs to ensure that they are complying with the relevant prescripts and ensuring that they have effective, efficient, and transparent systems of financial and risk management.
- 4.1.9.6 Monitor and evaluate the implementation of new social housing projects in the province.
- 4.1.9.7 Evaluate the performance of existing social housing projects in the province.

4.1.10 Projects Information and Knowledge Management

- 4.1.10.1 Develop a secure and centralized system for storing and managing all projects information to allow for easy searching, retrieval of project data, reduced duplication of effort and streamlined information sharing including documents, plans, reports, and communication materials.
- 4.1.10.2 Develop Standardized Project Information by defining templates, formats, and guidelines for capturing and reporting project information consistently across all projects, this may include project risk management plan, lessons learned, project closeout report, practical completion certificates, final completion certificate, project technical report and any other project related information.

4.1.11 Skills Appraisal and Development

- 4.1.11.1 Consider the Skill Gap Analysis undertaken by the department.
- 4.1.11.2 Identify areas of training and capacity building for implementation.
- 4.1.11.3 Facilitate the training of departmental staff in accordance with the skills gap analysis.

5. LOCATION OF THE PROJECTS

- 5.1 The bidder will be expected to have an equipped and functional offices across the Limpopo Province in five districts municipalities:
 - 5.1.1 Capricorn
 - 5.1.2 Waterberg
 - 5.1.3 Sekhukhune
 - 5.1.4 Vhembe
 - 5.1.5 Mopani
- 5.2 Approximate distances between Polokwane and some of the furthest villages in the municipalities per district:
 - 5.2.1 Polokwane – Ga-Kibi in Blouberg LM, Capricorn DM is 130km
 - 5.2.2 Polokwane – Leboeng in Tubatse LM, Sekhukhune is 210km
 - 5.2.3 Polokwane – Marapong in Lephalale LM, Waterberg DM is 245km
 - 5.2.4 Polokwane – Botshabelo in Maruleng LM, Mopani DM is 140km
 - 5.2.5 Polokwane – Hankutswi/ Masisi in Musina LM, Vhembe DM is 280km
 - 5.2.6 Polokwane – Regorogile in Thabazimbi LM, Waterberg DM is 300km

6. DELIVERABLES

- 6.1 Pipeline list of projects ready for implementation.
- 6.2 Human settlements development grants business plan.
- 6.3 Engineering services progress reports.
- 6.4 TDRP strategic implementation plan and progress report.
- 6.5 TDRP projects' progress reports.
- 6.6 Progress Report on Strategic intervention on special programmes.
- 6.7 Special programmes and project reports.
- 6.8 Progress report on UISPG upgrading strategy and upgrading plans.
- 6.9 HSDG Projects Implementation Plans (PIP).
- 6.10 UISPG business plan.
- 6.11 Daily, weekly, monthly, quarterly, annual and ad hoc reports.
- 6.12 Monthly reports on all infrastructure projects.
- 6.13 Monthly contractor's performance report.
- 6.14 Submitted reports on project packaging and pipeline and business plan preparation.
- 6.15 Submitted OHS Audits, assessment and approval of Safety Files and projects Baseline Risk Management Plans and compliance requirements by Contractors.
- 6.16 Progress report on support provided to Department Project Managers towards professional registration with relevant built environment councils.
- 6.17 Quarterly HSDG performance and intervention plans as and when required.
- 6.18 Employment Statistics for each contractor appointed by the Department.

7. DURATION

The anticipated timeframe for the services of the PRT is **36 months** from date of appointment.

8. REQUIRED COMPETENCY

- 8.1 The standard skill required to assist the Department will be for 8 Hours per day, 5 days a week for a period of 36 months. Additional hours and days per week will be determined by the need and will be at the discretion of both parties. However, all services are not required for the full duration of the contract.
- 8.2 The Service Providers should demonstrate the following skills, experience, and qualifications:
 - 8.2.1 Provision of project/programme management function in all five District Municipalities.
 - 8.2.2 Provision of technical support for project pre-packaging and pipeline on the compilation of the Human Settlement Development Grant (HSDG), Upgrading of Informal Settlements Programme Component (UISP), Title deeds business plan (TRG), Title deeds transfer process and coordinating activities, including identification, establishment, and management of Restructuring Zones for Social Housing development as well as development of Social Housing Institutes (SHIs) in Limpopo.
 - 8.2.3 Provision of construction contracts drafting and management.
 - 8.2.4 Regular communication and reporting to COGHSTA at required intervals during the execution of project.
 - 8.2.5 Acting as Employer's Agent in terms of the Occupational Health and Safety Act, 1993 (Act No 85 of 1993) and the Construction Regulations, 2003.
 - 8.2.6 Coordination and Collation of Expanded Public Works Programme (EPWP) jobs created statistics.
 - 8.2.7 Provision of other specialized technical services (Professionals) as and when required i.e. Civil/Structural Engineer, EIA Specialists, Geotechnical Specialist, Town Planner, Legal Specialist and other services.
 - 8.2.8 Ensuring proper handover of the constructed housing units to the department of COGHSTA in Limpopo.
 - 8.2.9 Coaching and Mentoring of COGHSTA staff towards road to registration of the Professional Construction Project Management with relevant built environmental statutory body.

9. QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL

9.1 The Program Manager X 1

The Program Manager should have Master's in Project Management or Construction Management, registered with SACPCMP with 10 years' experience within the built environment. The Program Manager is the representative of the Service Provider. The Program Manager shall provide strategic direction to the Service Provider team for purposes of the team achieving its mandate as required.

9.2 Principal Engineer X 1

The Professional Team **MUST** be led by an ECSA registered Principal Engineer with 10 years' experience within the built environment, whose role would be to provide support to the Department on Design. The Principal Engineer should have a Bachelor's Degree/B Tech in Civil Engineering.

9.3 Civil / Structural Engineer X 5

The Engineer should have a BTech or BSc or BEng (Civil Engineering) and is to be registered with ECSA as Professional Engineer/Technologist required for Civil / Structural Engineer. The Engineer should have a minimum of 10 years' experience in design and implementation of bulk and internal engineering services. The Engineers will be stationed within COGHSTA premises supplementing the three Engineers in the Department.

9.4 Project Manager X 5

The Project Manager should have a BSc/BTech degree in either Construction Project Management or relevant qualification within the Built Environment and is to be registered with the ECSA or SACPCMP or PMP as a professional. They should have a minimum of 10 years' experience in built Industry.

9.5 District Project Coordinators X 5

They should have a National Diploma/BTech degree in either Construction Project Management or relevant qualification within the Built Environment with at least three (3) years' experience in implementation management, coordination and project management of construction and engineering services projects. The coordinators shall be responsible for quality assurance through monitoring and evaluation of the actual progress against the building and services construction norms and standards, planned programme and project targets.

9.6 Health and Safety officer X 2

They should have a minimum of 5 years' experience with National Diploma (or higher) in Health and Safety or Safety Management. The Health and Safety officer will be responsible for the assessment of Health and Safety files and conduct audits on site.

9.7 Professional Town Planner X 2

The town and regional planner should have a Bachelor's Degree or BTech or BSc Degree in Regional and Town Planning, Town Planning, Development Planning, Project Management or equivalent and is to be registered with the SACPLAN. They should have at least 10 years' experience in informal settlements upgrading processes.

9.8 Legal Adviser and Conveyancer X 1

The specialist is to have Legal Degree and Conveyancer Certificate. The Legal Adviser and Conveyancer should have a BCom Law or B Juris or B Proc and/or LLB degrees. They should have a minimum of 10 years in contracts management, commercial space and conveyancing space within built industry or legal and policy space.

9.9 Financial Specialist

The specialist should have a Master's degree in Finance/ MBA (Finance specialization) with at least 10 years' experience in financial analysis, planning and budgeting, ideally with some experience in public sector finance.

9.10 Market Analyst/Economist

The specialist should have a Master's in Economics with at least 10 years' experience in the field. Experience in residential property market research and analysis would be an added advantage.

NOTE: It is the responsibility of the appointed bidder to source additional specialists required.

All key personnel should submit a CV and original certified copies of qualifications, which highlights any fields of specialization and experience that is relevant to this project as well as registration with relevant professional councils.

10. PROFESIONAL INDEMNITY INSURANCE

Candidates are to provide details of their PI insurance cover and who the underwriters are. The minimum allowable limit to Professional Indemnity is R10 000 000.00 or above.

11. EVALUATION

This Bid will be evaluated in terms of the Preferential Procurement Policy Framework Act 2000 (Act No. 5 of 2000) and related regulations.

The bid will be evaluated in three phases namely:

- Phase 1: Administrative Compliance and Bid Conditions
- Phase 2: Technical Evaluation (Functionality)
- Phase 3: Price and Specific goals

The Department reserves the right to accept all, some, or none of the bids submitted – either wholly or in part.

Note: all standard bidding forms attached should be returned in their original format

11.1 Phase 1a: Administrative Compliance

The following returnable documents and requirements should be adhered to and be provided in the proposals:

- 11.1.1 Completed and signed Standard Bid Document (SBD1) which form part of the tender document.
- 11.1.2 Completed and signed SBD 6.1, failure to fully complete and submitting supporting documents will result in zero Specific Goals points. Submit original certified copies not older than six months.
- 11.1.3 Completion of the SBD 3.3 and a signed Price Proposals / Cost Breakdown on the Company's letterhead.
- 11.1.4 The successful bidder will be required to sign SBD 7.2 Contract form.
- 11.1.5 Original certified copies of Identity documents of members/directors

11.2 PHASE 1b: Mandatory Compliance

The following returnable documents and requirements should be adhered to and be provided in the proposals. Failure to comply will result in an offer being disregarded and not considered for further evaluation:

- 11.2.1 Completed and signed Standard Bid Document (SBD4) which form part of the tender document.
- 11.2.2 A signed Price proposals must be submitted on the Company's letterhead; a breakdown of the price must indicate the following:
 - 11.2.2.1 Total bid prices on Company's letterhead must be signed.
 - 11.2.2.2 Price should include VAT (*where applicable*).
 - 11.2.2.3 Submitted cost breakdown on Company's letterhead and must be signed.
 - 11.2.2.4 Prices should be firm as the Department will not allow any increases after appointment.
- 11.2.3 Proof of bank rating letter, within six (6) months must be submitted.
- 11.2.4 CV(s) and certified copies of original qualification of technical team required.
- 11.2.5 Submit proof of registration with **SACPMP (Professional Construction Project Manager) or PMP (Project Management Professional) as Professional required for Program Manager**. Submit original certified copies of Master's Degree in Project Management or Construction Management or Relevant Built Environment.
- 11.2.6 Submit proof of registration with **ECSA (Engineering Council of South Africa) as Professional Engineer/Technologist required for Principal Engineer**. Submit original certified copies of Bachelor's Degree/B Tech in Civil Engineering.
- 11.2.7 Submit proof of registration with **ECSA as Professional Engineer/Technologist required for Civil / Structural Engineer**. Submit original certified copies of BTech or BSc or BEng (Civil Engineering).
- 11.2.8 Submit proof of registration with **ECSA or SACPMP or PMP as Professional required for Project Manager**. Submit original certified copies of BSc/BTech degree in either Construction Project Management or relevant qualification within the Built Environment.
- 11.2.9 Submit original certified copy of National Diploma/BTech degree in either Construction Project Management or relevant qualification within the Built Environment for **District Project Coordinator**.
- 11.2.10 Submit original certified copy of National Diploma (or higher) in Health and Safety or Safety Management for **Health and Safety Officer**.
- 11.2.11 Submit proof of registration with **SACPLAN as Professional Town Planner/Tech Planner required for Professional Town Planner**. Submit original certified copies of Bachelor's Degree or BTech or BSc Degree in Regional and Town Planning, Town Planning, Development Planning, Project Management or equivalent.
- 11.2.12 Submit original certified copy of BCom Law or B Juris or B Proc and/or LLB degrees as an admitted Attorney and Conveyancer for **Legal Adviser and Conveyancer**. Submit proof of Admission as an Attorney and Conveyancer.
- 11.2.13 Submit original certified copy of Master's degree in Finance/ MBA (Finance specialization) for **Financial Specialist**.
- 11.2.14 Submit original certified copy of Master's Degree Commerce in Economics for **Economist or Market Analyst**.

- 11.2.15 Closing time for all bids is 11h00 a.m. on the closing date. Bids received after the specified closing time on the closing date shall be regarded as late and will not be accepted.
- 11.2.16 Bids submitted through e-mail or fax will not be considered.
- 11.2.17 Each bid should be lodged in a sealed separate envelope with the name and address of the bidder, bid number and closing date.
- 11.2.18 Bidders should make use of the prescribed bid documents. Do not retype or copy.
- 11.2.19 Use of tippex is prohibited.
- 11.2.20 No amendments without initializing will be accepted.
- 11.2.21 The Department will not enter into a contract with service providers who are not registered on the Centralized Supplier Database (CSD).
- 11.2.22 Deviation from Specifications/Terms of Reference is not permitted.

NOTE:

- Submit original certified copies not older than six months.

11.3 PHASE 3: TECHNICAL EVALUATION (FUNCTIONALITY)

100% (90 points) will be allocated for technical requirements in accordance with the following rating scale:

0 = Very Poor, 1 = Poor, 2 = Average, 3 = Good, 4 = Very Good, 5 = Excellent

With regard to functionality the following criteria will be applicable, and the maximum weight of each criterion is indicated hereunder:

Table 1 – Evaluation Criteria

Criteria A: Tenderer's experience		Points
Project completed in the previous five years (attach appointment letters with verifiable references and reference letters or completion certificates that indicate the start and completion dates for work done)	Number of projects completed and/or current of similar nature (appointment of Professional Resource Team or Project Management Unit) to provide construction project management services to Human Settlements Programmes and Projects) with verifiable references, appointment letters and reference letters: Rating scale 5 (Excellent), 5 projects and above completed = 15 points Rating scale 4 (very good), up to 4 projects completed = 12 points Rating scale 3 (good), up to 3 projects completed = 09 points Rating scale 2 (average), up to 2 projects completed = 06 points Rating scale 1 (poor), 1 project completed = 03 points Rating Scale 0 (No submission) = 0 points	15

Financial Capacity Bidders must submit bank rating letter valid for six (06) months.	Bank ratings Undoubted for the amount of enquiry or Good for the amount of enquiry. (Bank code: A) = 5 = 20 points The subject has a good record of meeting their financial commitments, and the amount is well within the capacity of an ordinary business commitment. (Bank code: B) = 4 = 16 points The subject has a good record, the amount may appear high in relation to normal transactions on the account. (Bank code: C) = 3 = 12 points The financial position of the subject is modest or unknown, but where the account is satisfactorily conducted, and the subject is considered business commitments. (Bank Code: D) = 2 = 08 points The amount of the enquiry is too high for the subject and terms given. (Bank Code: E) = 1 = 04 points Bank rating below (Bank Code: E) or no bank rating letter submitted = 0 = 00 points	20	
Criteria B: Experience of key technical project team			
Criteria	Qualifications	Relevant Work Experience	points
Program Manager x 1	Minimum 10 years' experience with Master's in Project Management or Construction Management (Proof of registration with SACPCMP or PMP as a professional is required) CVs and certified copies of original qualification(s) must be submitted.	<u>Experience in Program Management</u> Rating scale 5 (14 years and above = 10 points) Rating scale 4 (13 years but less than 14 years = 8 points) Rating scale 3 (12 years but less than 13 years = 6 points) Rating scale 2 = (11 years but less than 12 years = 04 points) Rating scale 1 (10 years but less than 11 years = 02 point) Rating Scale 0 (experience less than 10 years) = 0 points	10
Principal Engineer x 1	Minimum 10 years' experience with Bachelor's Degree/B Tech in Civil Engineering. (Proof of registration with ECSA as a Professional Engineer or Technologist is required) CVs and certified copies of original qualification(s) must be submitted	<u>Experience as Principal Engineer</u> Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points	5

Civil & Structural Engineer x 2	<p>Minimum 10 years' experience with BTech or BSc or BEng (Civil Engineering)</p> <p>(Proof of registration with ECSA as Professional Engineer/Technologist is required)</p> <p>CVs and certified copies of original qualification(s) must be submitted</p>	<p><u>Experience as Civil & Structural Engineer</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
Project Managers x 5	<p>Minimum 10 years' experience with BSc/BTech degree in either Construction Project Management or relevant qualification within the Built Environment.</p> <p>(Proof of registration with ECSA or SACPCMP or PMP as a professional is required)</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as Project Manager</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
District Project Coordinators x 5	<p>Minimum 3 years' experience with National Diploma/BTech degree in either Construction Project Management or relevant qualification within the Built Environment</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as Project Manager or Co-Ordinator or Resident Engineers</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5

OHS Officer x 2	<p>Minimum 5 years' experience with National Diploma (or higher) in Health and Safety or Safety Management</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as an OHS Officer</u></p> <p>Rating scale 5 (14 years and above = 5 points)</p> <p>Rating scale 4 (13 years but less than 14 years = 4 points)</p> <p>Rating scale 3 (12 years but less than 13 years = 3 points)</p> <p>Rating scale 2 = (11 years but less than 12 years = 02 points)</p> <p>Rating scale 1 (10 years but less than 11 years = 01 point)</p> <p>Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
Professional Town Planner x 2	<p>Minimum 10 years' experience with Bachelor's Degree or BTech or BSc Degree in Regional and Town Planning, Town Planning, Development Planning, Project Management or equivalent</p> <p>(Proof of registration with SACPLAN as Professional Town Planner/Tech Planner is required)</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience as a Town Planning</u></p> <p>Rating scale 5 (14 years and above = 5 points)</p> <p>Rating scale 4 (13 years but less than 14 years = 4 points)</p> <p>Rating scale 3 (12 years but less than 13 years = 3 points)</p> <p>Rating scale 2 = (11 years but less than 12 years = 02 points)</p> <p>Rating scale 1 (10 years but less than 11 years = 01 point)</p> <p>Rating Scale 0 (experience less than 10 years) = 0 points</p>	5

Legal Adviser and Conveyancer x 1	<p>Minimum 10 years' experience with BCom Law or B Juris or B Proc and/or LLB degrees.</p> <p>(Proof of Admission as an Attorney and Conveyancer is required)</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience in Contracting & Conveyancing</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
Financial Specialist x 1	<p>Minimum 10 years' experience with Master's degree in Finance/ MBA (Finance specialization)</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience in Financial Analysis, Planning & Budgeting</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
Economist / Market Analyst	<p>Minimum 10 years' experience with Master's in Economics</p> <p>CVs and original certified copies of qualifications must be submitted</p>	<p><u>Experience in Residential Property Market Analysis & Economic Advisory Services</u></p> <p>Rating scale 5 (14 years and above = 5 points) Rating scale 4 (13 years but less than 14 years = 4 points) Rating scale 3 (12 years but less than 13 years = 3 points) Rating scale 2 = (11 years but less than 12 years = 02 points) Rating scale 1 (10 years but less than 11 years = 01 point) Rating Scale 0 (experience less than 10 years) = 0 points</p>	5
GRAND TOTAL			90

IMPORTANT NOTE:

A bid which scores less than seventy percent (70%) in respect of the requirements in Technical or Functionality Evaluation will be deemed to be non-responsive.

11.4 Phase 3: Price and Specific Goals

In terms of the Preferential Procurement Policy Framework Act (Act No. 5 of 2000) and related regulations as follows: the 90/10 preference points system is applicable for the acquisition of goods or services for rand value equal to or above R50 million.

The adjudication of this bid will be based on the 90/10-point scoring system.

11.4.1 Price

Price will be allocated points out of 90 in respect of this invitation, inclusive of all applicable taxes.

11.4.2 Specific Goals

A maximum of 10 points may be awarded for the specific goals specified hereunder.

The following specific goals with verifiable means of verification and applicable points will be utilised for awarding of points:

Ownership	Means of verification	Points
Limpopo Province	Latest (not older than three months) Municipal Account/Traditional Council letter	4
Black People	Valid Sworn Affidavit	2
Women	Certified ID copy (not older than six months)	2
Youth	Certified ID copy (not older than six months)	1
SMME's	Company registration	1
Total		10

The tenderer must indicate how they claim points for each preference point system on the SBD 6.1 form.

The points scored by a tenderer in respect of the Specific Goals will be added to the points scored by the said tenderer for price.

12. SUBMISSION PROCEDURE

All bids must be submitted in the Bid Box @ 20 Rabe Street, Cnr Landdros Mare & Rabe Streets, Polokwane addressed to:

The Chief Director
Supply Chain Management
Department of Co-operative Governance, Human Settlements & Traditional Affairs
Private Bag X9485
Polokwane
0700

13. ADDITIONAL INFORMATION

Should additional information or clarification be required regarding the terms of reference before the closing date of bid, contact may be made through telephone or email with the following officials:


NAME	TELEPHONE	EMAIL ADDRESS
Technical Enquiries		
Mogotsi KP	015 284 5165	MogotsiKP@coghsta.limpopo.gov.za
Maisela ND	015 284 5544	MaiselaND@coghsta.limpopo.gov.za
Nemadzhilili AC	015 284 5303	NemadzhililiAC@coghsta.limpopo.gov.za
Administrative Enquiries		
Mokalapa MJ	015 294 2278	MokalapaMJ@coghsta.limpopo.gov.za
Masenya JT	015 294 2310	MasenyaJT@coghsta.limpopo.gov.za
Masemola SS	015 294 2024	MasemolaSS@coghsta.limpopo.gov.za

DBSC SIGNATURES

Chairperson

: 

Deputy Chairperson

: 


Member

: 

Member

: 

HOD

: 

Terms of reference for the appointment of Professional Resource Team (PRT) to provide construction project management services to human settlements programmes and projects in the five (05) district Municipalities within Limpopo province for a period of 36 months.

Initials of DBSC members: KP W.O.A.C. / 10.1

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Initials of HOD MM
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THE NATIONAL TREASURY

Republic of South Africa



**GOVERNMENT PROCUREMENT:
GENERAL CONDITIONS OF CONTRACT**

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
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23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
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31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated.

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

RSA.

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

obligations of the supplier covered under the contract.

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

2. Application

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

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

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

3. General

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

- 3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

- 5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.

- 5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.

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

6. Patent rights

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

7. Performance security

- 7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.
- 7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.
- 7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:
- (a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or
 - (b) a cashier's or certified cheque
- 7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

- 8.1 All pre-bidding testing will be for the account of the bidder.
- 8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.
- 8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.
- 8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.
- 8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.
- 8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7 Any contract supplies may on or after delivery be inspected, tested or

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

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

9. Packing

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

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

10. Delivery and documents

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

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

11. Insurance

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

12. Transportation

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

13. Incidental services

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

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

- (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) in the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
 - (ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take

such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

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

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

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

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

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

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

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

22. Penalties

22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated on the delivered price of the delayed goods or unperformed services using the current prime interest rate calculated for each day of the delay until actual delivery or performance. The purchaser may also consider termination of the contract pursuant to GCC Clause 23.

23. Termination for default

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

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

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

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

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

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

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

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

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

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

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

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

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

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

- (a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
- 29. Governing language** 29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.
- 30. Applicable law** 30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.
- 31. Notices** 31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice
- 31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.
- 32. Taxes and duties** 32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.
- 32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.
- 32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.
- 33. National Industrial Participation (NIP) Programme** 33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.
- 34 Prohibition of Restrictive practices** 34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).
- 34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

Js General Conditions of Contract (revised July 2010)