

CP.O. Box 3209,  
Houghton, 2041  
Block A,  
Riviera Office Park,  
6-10 Riviera Road,  
Riviera



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**REQUEST FOR PROPOSAL**

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**APPOINTMENT OF SERVICE PROVIDER FOR CONDITIONAL  
ASSESSMENT REPORT FOR ERF 4903 BRAAMFONTEIN, CITY OF  
JOHANNESBURG**

**GAUTENG PROVINCE**

**RFP/JHB/2021/010**

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**PROPOSALS TO BE SUBMITTED BY**

**NOT LATER THAN**

**12H00 ON 13 SEPTEMBER 2021**

# TERMS OF REFERENCE

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## 1. INTRODUCTION AND BACKGROUND

The Housing Development Agency (HDA) is a national public development agency established by an Act of Parliament (Act 23 of 2008). The HDA promotes sustainable integrated communities by making well-located land and buildings available for the development of housing and human settlements. The HDA is also mandated through section 7 of the Housing Development Agency Act, (Act 23 of 2008), to amongst others, undertake any processes relating to land assembly, acquisition of land, holding and releasing thereof for the purpose of human settlement development. In addition, the HDA provides project delivery support services to organs of state at local, provincial and national level.

Further to this, the HDA has identified a building in Braamfontein that is to be acquired for redevelopment as a residential opportunity in terms of the National Housing Code or ancillary housing programme. The HDA is required, to undertake several studies and assessments relating to approvals required for integrated sustainable human settlements development and funding thereof.

In order to achieve these objectives, the HDA intends to utilize services of relevantly qualified and experienced professional service providers to undertake the **Conditional Assessment report** of the building.

## 2. PROPERTY DESCRIPTION

The property is described as Erf 4903 Braamfontein City of Johannesburg and is situated at 204 Smit Street, Braamfontein. The Erf is 3721 square metres in extent.

The property is located at 204 Smit Street, Braamfontein. The building is a sixteen-storey office building plus rooftop and 264 basement parking bays.

The building is currently vacant.

## 3. OBJECTIVES OF THE CONDITIONAL ASSESSMENT REPORT

The main objective of the report is to provide the Housing Development Agency with an analysis of the Conditional Assessment of the building in order to establish: -

- Identify the building status quo in terms of deferred maintenance and structural condition.

- Identify issues related to building compliance with any legislative requirements such as national building regulations, municipal by-laws and health, safety and environmental Acts.
- Provide potential risks to any project or proposed re-development of the site.
- Provide potential cost implications because of any defects impact and analysis of the maximum development potential of the site.
- Provide allowable structural design parameters.
- Analysis potential impact on the overall feasibility of the development for residential accommodation.
- Make provision of any remedial options, if required, to improve the structure of the building.

### 3. SCOPE OF WORK

The HDA wishes to appoint qualified consultants to undertake the work described below.

A Conditional Assessment Report containing, but not limited, to the following;

- Site visit and on-site information gathering.
- Comparison and analysis of approved building plans.
- The Report, to be done in accordance with the latest industry standards and applicable design codes, and which must include:
  - The property address
  - A reference number
  - The inspection date
  - The report date
  - The name and details of the structural engineer who prepared the report

The content which is to include: -

- Welcome
- Content Page
- General/ Background
- Inspection
- Discussion
- Recommendations
- Summary
- Glossary
- Annexures i.e Building Plans and Photographs
- A maximum of three subsequent consultations with the HDA and it's stakeholders to unpack the contents of the report, findings contained in the report and any remedial solutions as may be recommended.

#### **Brief**

The Conditional Assessment Report must be based on visual observations of the property taken externally and internally.

The report must cover the main load-bearing elements of the property. The inspection will however be limited to the main building and exclude any detached garages, outbuildings, walls, and fences etc. unless you specifically instructed otherwise. The Report must also include other services which are critical. That is:

- Site Drainage Services
- Electrical Services
- Water Supply Network
- HVAC Services
- Lifting, elevators and hoisting systems and machinery
- Any other mechanical equipment.

The assessment of services is to give a broader holistic view of the building habitability.

The report must include details of the inspection, conclusions on the findings and recommendations for any further investigations, monitoring, repair or remedial works, or other action required. The remedial recommendations, if any, should provide a Bill of Quantities with an estimate. All remedial works proposed must be accompanied by latest industry relevant specifications inclusive of data sheets of products that would be recommended.

Upon soliciting the services of a Contractor, Similar or Equal Approved product should be specified. It will be expected that the appointed Consultant conduct a briefing when HDA solicits the services of a Contractor. The Consultant should therefore make an accurate as possible estimation of the Construction duration to guide the procurement process moving out of the detail design stage.

In the event that the report recommends that further investigations are to be carried out these may include but are not limited to archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests and any other activities necessary to determine the extent and cause of the problem(s).

The report must include those aspects normally dealt with in a Conditional Assessment Report, including but not limited to; - utilities / services, valuation, decorations, roof coverings and the like, the position of the property with respect to local amenities, the condition of the property with regard to dry rot, timber infestation, dampness mould and excess moisture and the like.

The report must highlight matters such as contaminated land, asbestos or other potentially hazardous or deleterious materials which may have been used in the construction of the property.

All testing undertaken shall be of a Non-Destructive Nature (NDT)

The report must include the identification of modifications or enhancements that can be made to the building to maximise health and safety related to communicable diseases such as COVID -19.

**The Service Provider will be provided with access to all necessary areas as arranged by the HDA.**

The Service Provider is not expected to move furniture, lift floor coverings or make exploratory holes during an inspection.

Should the Service Provider consider that access to any area would be unsafe, or potentially unsafe, no access will be condoned to the area until safety measures are arranged, which may incur an additional cost.

The work must be carried out by qualified and experienced Structural Engineer with PrEng, registered with ECSA with a minimum 5 years' experience post registration experience.

#### **4. DELIVERABLES**

As outputs and delivery of the expected work, the HDA will receive the following material information:

- Preparation of a draft Conditional Assessment Report to be submitted electronically for comments and/or approval.
- Final written reports (Ms Word)
- 3 hardcopies of final report
- Diagrams in readable page size
- Proof of site visits
- Approved Building Plans of the Building to be sourced independently.

#### **5. DURATION**

The anticipated timeframe for the completion of this project is one (1) month from the date of signature of a contract by both parties.

#### **6. REQUIRED SKILLS**

- 6.1 It is the intention of the HDA to appoint an experienced Structural Engineering Professional/ Firm registered with the relevant professional bodies i.e. (ECSA) as the Service Provider.

## 7. EVALUATION PROCESS

- 7.1. The HDA needs to be satisfied, in all respects, that the organisation selected has the necessary resources, qualifications and abilities for this project, and that all submissions are regarded in a fair manner in terms of evaluation criteria and process.
- 7.2. The assessment and evaluation of submitted Proposals will undergo Evaluation Phase.
- 7.3. The general methodology of selection will be that Proposals will first be evaluated on their technical ability to perform the task. Any Proposal that does not include demonstrable qualifications of a Structural Engineer with valid professional registration with ECSA will be disqualified for the second evaluation.

### Evaluation Criteria

**Table 1 - Functionality**

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
<b>Company profile</b>  <b>1. Attach Organogram</b> <b>2. Attach company profile</b>	Company profile (s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company.  Profiles are to be appropriate to tender subject matter, specifically  1. structural engineering and structural assessments = (10 Points) ; and 2. For human settlements sector = (10 points)  [In case of a Joint Venture, companies should submit a signed JV agreement].  <b>(20 points)</b>	<b>40 points</b>

<p><b>Related work</b></p> <p><b>3. Attach reference letters</b></p> <p><b>4. Attach appointment letters</b></p>	<p>Related work experience, namely, conditional assessments and structural integrity assessments</p> <ul style="list-style-type: none"> <li>- X5 Reference Letters <b>(10 points)</b></li> <li>- X5 Appointment Letters <b>(10 points)</b></li> </ul>	
<p><b>CVs of team members proposed to do the work</b></p> <p><b>1. Attach CVs</b></p> <p><b>2. Attach copies of certification/s</b></p> <p><b>3. Attach copies of professional body registration</b></p>	<p>Demonstrable Skills and Capacity, Level of Relevant Knowledge and Experience in related field/s. Adequacy and completeness of skills of team presented and fit for task.</p> <p>Minimum Capacity:</p> <ul style="list-style-type: none"> <li>- Structural Engineer (PrEng) with Valid Professional Registration with ECSA as the Project Lead– <b>(max 20 points)</b> <ul style="list-style-type: none"> <li>o 5 or more years' experience post registration = 20 points</li> <li>o Less than 5 years' experience post registration = 10 points</li> </ul> </li> <li>Plus</li> <li>- Civil Engineer (PrEng) with Valid Professional Registration with ECSA for wet core services– <b>(max 10 points)</b> <ul style="list-style-type: none"> <li>o 5 or more years' experience post registration = 10 points</li> <li>o Less than 5 years' experience post registration = 5 points</li> </ul> </li> </ul> <p>All CVs to clearly state relevant experience in related projects with contactable reference</p>	<b>30</b>
<p><b>Approach, Methodology, Work Plan and Process</b></p>	<p>1. Statement of Understanding of the brief and information to be collected, <b>(10 points)</b></p> <p>2. Statement and Methodology, <b>(10 points)</b></p>	<b>30</b>

	3. milestones and time-frames for delivery. <b>(10 points)</b>	
<b>TOTAL</b>		<b>100</b>

The following criteria will be used for point's allocation for price and B-BBEE compliance on 80/20 point system: -

**Table 2 – Price and B-BBEE**

CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
Price	Detailed budget breakdown	80
B-BBEE Status Level Verification Certificate from accredited verification agencies.	B-BBEE Level Contributor	20
<b>Total</b>		<b>100</b>

**Table 3 – Milestones and Pricing**

Item	Milestone	Percentage Claim	Amount
1	Site Visit/s	10%	
2	Draft Conditional Assessment Report	30%	
3	Final Conditional Assessment Report	40%	
4	Follow up sessions with HDA Representative	20%	
	<b>TOTAL</b>	<b>100%</b>	

The HDI Proposal will be evaluated as per PPPFA regulations.

Price Proposal on all work to be done will be against the following milestones and is to be completed as part of the Proposal: -

## 7. REQUIREMENTS

7.1 Below are returnable documents.



7.2 It is important to note that the successful person will work under the supervision of an HDA representative, abide by HDA's Code of Conduct, and other organizational guidelines.

7.3 Kindly submit the following documents:

- Registration with the National Treasury Central Supplier Database (CSD Report), if not yet registered use the following link to register :  
<https://secure.csd.gov.za/>
- SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: [www.thehda.co.za/tenders](http://www.thehda.co.za/tenders) under compliance checklist.
- Price Proposals on all work to be done.
- Valid and Original or Certified B-BBEE Status Level Verification Certificates issued by the following agencies SANAS, IRBA or CCA (**In case of a Joint Venture and/or Consortium, members are requested to submit a consolidated B-BBEE certificate**)
  
- Annexure 1 (SLA) duly completed, signed and witnessed

7.4 Further information regarding supply chain matters and technical queries can be sent to Pfarelo Netshisaulu email to: [Pfarelo.Netshisaulu@thehda.co.za](mailto:Pfarelo.Netshisaulu@thehda.co.za) or Tel: 011 544-1000

## **8. SUBMISSION OF PROPOSAL**

Proposals should be submitted on or before the **13 September 2021** by no later than **12h00** to the following address:

**Supply Chain Management  
The Housing Development Agency,  
Block A, 6-10 Riviera Road, Killarney,  
Johannesburg  
2193,  
Tel: 011 544 1000**

## **9. GENERAL**

The selection of the qualifying Proposal will be at the HDA's sole discretion. The HDA does not bind itself to accept any particular bid/Proposal, and the HDA reserves the right not to appoint the service provider.

The HDA expresses that in an event of any service provider being appointed on this job, there is no expectation that any follow up work on this project will be granted to the same service provider.

**ANNEXURE 1**



**HOUSING DEVELOPMENT AGENCY  
SERVICE LEVEL AGREEMENT**

**FOR THE APPOINTMENT OF \_\_\_\_\_**

**REGISTRATION NUMBER: \_\_\_\_\_**

(Hereinafter referred to as "the Service Provider")

## STANDARD SERVICE LEVEL AGREEMENT (SLA)

### INTRODUCTION

The HDA has appointed \_\_\_\_\_ as the Service Provider to provide the Housing Development Agency (HDA) with a Conditional Assessment of the building and infrastructure located on Erf 4903 Braamfontein, City of Johannesburg, Gauteng Province.

### THE PARTIES AGREE AS FOLLOWS:

#### 1 DEFINITIONS AND INTERPRETATION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this clause, bear the meanings ascribed to them as follows:

- 1.1 **"Agreement"** shall mean this Service Level Agreement together with all other documents specifically referred to herein, including the annexures;
- 1.2 **"Effective Date"** shall mean the date of signature of this agreement.
- 1.3 **"HDA"** shall mean the **Housing Development Agency**, a juristic state-owned entity created in terms of the Housing Development Agency Act No 23 of 2008;
- 1.4 **"Parties"** shall mean the HDA and the Service Provider and the term **"Party"** shall have a corresponding meaning as and where applicable;
- 1.5 **"Service Provider"** shall mean \_\_\_\_\_, a private company duly incorporated and registered in terms of the Companies Act 71 of 2008, as amended with registration number \_\_\_\_\_

- 1.6 **"Services"** shall mean providing the Housing Development Agency with a Conditional Assessment on Erf 4903 Braamfontein, City of Johannesburg in the Gauteng Province, situated at 204 Smit Street, Braamfontein listed in Annexure "A".

## 2 THE APPOINTMENT

- 2.1 The HDA hereby appoints the Service Provider to render the services more fully described in Annexure "A".
- 2.2 The Service Provider is appointed as an Independent Service Provider and not as an agent, employer, employee or partner of the HDA. The Service Provider has no authority to hold itself out to be the agent, employer, employee, or partner of the HDA and/or to commit the HDA to any contract or obligation of any nature whatsoever.
- 2.3 Save as provided for herein, neither Party shall be entitled to bind the other Party to any obligation of any nature whatsoever or to incur any liability on behalf of the other Party, whether in contract or otherwise.

## 3 DURATION

The provision of the Services shall commence on the effective date and shall endure until 3 (three) months thereafter.

## 4 THE RESPONSIBILITIES OF THE HDA

- 4.1 The HDA shall appoint a representative who shall be the liaison between the HDA and the Service Provider. Should the identity of the liaison change for any reason whatsoever, the HDA will advise the Service Provider in writing of such a proposed change.
- 4.2 The HDA representative:
- 4.2.1 will be authorised to provide timeous, accurate instructions and directives to the Service Provider; and

- 4.2.2 will cooperate and assist the Service Provider, wherever feasible, in the performance of its obligations in terms of this Agreement.

## 5 THE RESPONSIBILITIES OF THE SERVICE PROVIDER

### 5.1 The Service Provider shall: -

- 5.1.1 provide and execute everything necessary for the Services in accordance with industry standards, trends and norms and relevant regulations;
- 5.1.2 execute the Services accurately and timeously;
- 5.1.3 exercise professional skill, care and diligence in the performance of the Services;
- 5.1.4 attend meetings as and when required by the HDA, the cost and expenses of which shall form part of the agreed fee;
- 5.1.5 designate an official or individual to be its authorised representative to liaise with the HDA's representative;
- 5.1.6 ensure that response times or submission times in respect of the Services are adhered to in compliance with the HDA's requirements; and
- 5.1.7 perform the Services under the supervision of the HDA's representative and abide by the HDA's code of conduct and other organisational guidelines.

## 6 THE SERVICE PROVIDER'S BBBEE OBLIGATIONS

- 6.1 The Service Provider warrants that it, and each of its sub-contractors and/or suppliers, holds a Broad-Based Black Economic Empowerment (**BBBEE**) certificate evidencing the BBBEE score set out in the relevant request for Proposals ("**BBBEE rating**").
- 6.2 Notwithstanding the provisions of clause 6.1, the Service Provider undertakes to –
- 6.2.1 Where applicable, provide the HDA, for the duration of this agreement, with a copy of its BBBEE certificate within 5 (five) days of the effective date, or such other date as the HDA may stipulate; and
- 6.2.2 inform the HDA of any change in its BBBEE rating within 7 (seven) days of becoming aware of such change.

- 6.3 Should the Service Provider fail to provide the HDA with a current BBBEE certificate within 14 (fourteen) days of being required to do so; or fail to remedy any change to its BBBEE rating, which results in the Service Provider not meeting the required BBBEE rating, the HDA will be entitled, in its sole discretion, to elect to terminate this Agreement with immediate effect or to effect reasonable amendments, as agreed to by the Parties, to the terms and conditions of the applicable Services to address such failure.

## **7 FEES FOR THE SERVICES AND PAYMENT TERMS**

- 7.1 The total value of the contract shall be made up as follows: -

7.1.1 R \_\_\_\_\_ ( \_\_\_\_\_ Rand  
\_\_\_\_\_ Cent. (inclusive of VAT) for the provision of services based on the fee structure contained in Annexure B hereto and detailed in the pricing Proposal submitted to the HDA; and

- 7.2 For the avoidance of doubt, the fees shall include all disbursements reasonably incurred by the Service Provider in performing the Services as set out in this Agreement.

- 7.3 The fees are more fully set out in Annexure "B" and shall be due and payable upon achievement of the milestones set therein.

- 7.4 Payment will be affected by the HDA within 30 (thirty) days of presentation of a valid tax invoice to the addresses mentioned in Annexure "C" hereto.

## **8 ADDITIONAL SERVICES**

Should the HDA request the Service Provider to render additional services which fall outside the scope of the Services as detailed in Annexure "A". Such additional services and the remuneration in respect thereof shall be negotiated and agreed to in writing between the Parties, and which terms shall form an annexure to this Agreement. The

provision of such additional services shall unless stated otherwise be subject to the same terms and conditions contained in this Agreement.

## **9 CHANGE OF SERVICES**

9.1 Should the HDA wish to revise, amend, alter or otherwise change the nature or scope of any Services, the HDA shall issue a change request addressed to the Service Provider for its consideration.

9.2 The Service Provider will, within 7 (seven) days of receiving a change request-

9.2.1 investigate the likely impact of any proposed change on the rendering of the Services; and

9.2.2 provide the HDA with a change note reflecting the details regarding any increase or decrease in the fee, changes in methodology, procedures, goods/services, assignment of personnel, timeframes and any other amendments that would be required to effect the change request.

9.3 The HDA will consider the change note referred to in clause 9.1 above and decide, in its sole and absolute discretion, whether it will approve or reject the change note. If a change note is accepted by the HDA, it must be signed by duly authorised representatives of the Parties and incorporated into this Agreement, as an amendment.

## **10 PERFORMANCE REVIEW**

10.1 The HDA may, on the completion of each milestone set out in Annexure "B", carry out a performance review in respect of the Services rendered by the Service Provider.

10.2 The HDA will inform the Service Provider in writing should it not be satisfied with the outcome of any performance review. Such notification shall serve as a notice to the Service Provider to remedy any shortfall in performance within 14 (fourteen) days of receiving such notice. Should the Service Provider fail to remedy the shortfall in performance, the HDA will be entitled to invoke the provisions of clause 12 herein.

## 11 IMPOSSIBILITY

If either Party should be unable to carry out any obligations undertaken by it under this Agreement because of any strike, lockout, war, rebellion, civil riot, trade dispute, fire, accident or any other circumstances beyond the control of such Party, such obligation shall be suspended temporarily pending the settlement or cessation of the occurrence giving rise to such suspension, provided always that in all such events the Party so unable to carry out the obligations undertaken by it under this Agreement shall use every reasonable endeavour to carry out and perform same. No claim for damage or loss arising from any such suspension shall be preferred against the Party unable to carry out any obligations undertaken by it under this Agreement, by the other Party to this Agreement.

## 12 BREACH

12.1 If either Party ("the **defaulting party**") fails to comply with any of the material terms of this Agreement, the aggrieved Party shall be entitled to give the defaulting party 14 (fourteen) days written notice to remedy the breach. Should the defaulting party fail to comply, the aggrieved party shall: -

- 12.1.1 claim specific performance, without prejudice to its rights to claim damages;  
or
- 12.1.2 terminate the Agreement with immediate effect on written notice, without prejudice to its right to claim damages and/or
- 12.1.3 pursue any other remedy available to it in law.

## 13 INDEMNITY

The Service Provider hereby indemnifies the HDA and holds the HDA harmless against any loss or damages incurred by the Service Provider for any claim howsoever arising; for any act, omission to act, negligence and/or gross negligence of the Service Provider in the execution of its obligation in terms of this Agreement.



## **14 INTELLECTUAL PROPERTY RIGHTS**

14.1 The Parties agree that the Service Provider will, from time to time, develop strategies, methods and/or systems for the HDA which may be considered intellectual property. In this instance, such intellectual property shall be and remain the sole property of the HDA, and the Service Provider shall not at any time in any way question or dispute the ownership of the HDA in and to the intellectual property and undertakes not to infringe or prejudice any rights of the HDA in and to the intellectual property.

14.2 The HDA shall become the owner of all enhancements and amendments to any of the HDA's systems developed or designed by the HDA and/or the Service Provider as a result of the execution of this Agreement or any Services, as well as any manuals, data, information, documents, programmes, reports and analysis collected, compiled, undertaken, developed or designed by the Service Provider in or as a result of the execution of this Agreement or any Services.

## **15 WARRANTY**

15.1 The Service Provider warrants that it-

15.1.1 has the necessary qualifications, skills and expertise to provide the Services to the HDA in terms of this Agreement; and

15.1.2 will comply with all relevant legislation, including without limiting the generality of the foregoing, all employment, health and safety or environmental, housing and procurement legislation of the Republic of South Africa.

## **16 CORPORATE GOVERNANCE**

The Service Provider shall disclose in writing to the HDA, any interest or involvement in a Project with the HDA other than that identified in the Scope of Services mentioned in Annexure "A".

## 17 TERMINATION AND SUSPENSION

The HDA may in its absolute discretion terminate or suspend all or part of this Agreement for any reason whatsoever on 30 (thirty) days written notice to the Service Provider which shall upon receipt of such notice, immediately suspend all work.

## 18 DISPUTE RESOLUTION

18.1 The Parties agree that in the event of a breach of the terms of this Agreement, the aggrieved Party will be entitled to seek and obtain urgent interdictory relief in respect of such breach. To this end, the Parties agree to the jurisdiction of the Magistrate Court or the High Court of South Africa, Johannesburg Local Division.

## 19 NOTICES AND DOMICILIA

19.1 The Parties select as their respective domicilium citandi et executandi, the following physical addresses to communicate any notice provided for or required in terms of this Agreement, the said physical addresses as well as the following email address and fax numbers: -

### THE HDA:

Physical:	Block A, Riviera Office Park 6-10 Riviera Road Killarney Johannesburg 2193
Email address:	<a href="mailto:cmte@thehda.co.za">cmte@thehda.co.za</a>
Telefax:	011 544 1006

**THE SERVICE PROVIDER:**

Physical:

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Postal code

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Fax Number/email:

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19.2 Any Party may change its *domicilium* to any other physical address or telefax number by written notice to the other Party to that effect. Such change will be effective 5 (five) business days after receipt of the notice of the change.

19.2 All notices to be given in terms of this Agreement will be given in writing and will be delivered by hand or sent by telefax.

19.3 If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on the day which is not a business day will be presumed to have been received on the following business day.

19.4 If sent by email or telefax during business hours, be presumed to have been received on the date of successful transmission of the email or telefax. Any email or telefax sent after business hours or on a day that is not a business day will be presumed to have been received on the following business day.

19.5 Notwithstanding the above, any notice given in writing and received by the Party to whom the notice is addressed will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

## **20 GENERAL**

### **20.1 SOLE RECORD OF AGREEMENT**

This Agreement constitutes the sole record of the agreement between the Parties about the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

### **20.2 NO AMENDMENTS EXCEPT IN WRITING**

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

### **20.3 WAIVERS**

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

### **20.4 SURVIVAL OF OBLIGATIONS**

Any provision of this Agreement which contemplates performance or observance after any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

### **20.5 APPROVALS AND CONSENTS**

Any approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the

requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

## **20.6 NON-ASSIGNMENT**

The Service Provider may not cede or assign its rights or obligations in terms of this Agreement to any third party without the prior written consent of the HDA.

## **21 GOVERNING LAW**

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of the Republic of South Africa.

## **22 CONFIDENTIALITY**

22.1 The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed in terms of this Agreement is the proprietary information of the HDA and shall conclude the Declaration of Secrecy in Annexure D.

22.2 The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed by the HDA, whether orally or in writing, to The Service Provider during this Agreement, in strict confidence, and shall not disclose any of the Confidential Information to any other person, firm or corporation except as expressly provided for in this Agreement, unless with the express prior written consent of the HDA in each instance. This would not apply to information which:

22.2.1 has been published or is otherwise available to the public through no fault on the part of The Service Provider; or

22.2.2 corresponds to information received at any time by The Service Provider from a third party without breach of any obligation of confidentiality to the HDA and/or third party; or

22.2.3 is demonstrated by The Service Provider to the HDA using other tangible evidence to have been known to The Service Provider at the time of the receipt thereof from the HDA.

22.3 The Service Provider shall limit the internal dissemination of the Confidential Information only to those employees of The Service Provider whose access to such Confidential Information is necessary to give effect to the intent of the Agreement. The Service Provider shall further take and cause its employees who may have access to such Confidential Information to take all appropriate to protect the secret and proprietary nature of such Confidential Information and to prevent unauthorised use and disclosure thereof.

22.4 Without intending to limit the remedies available to the HDA, should the Service Provider breach its confidentiality obligation as provided for in this Agreement, the HDA shall be entitled to obtain a restraining order, preventing The Service Provider from engaging in such conduct or such other relief as may be necessary to enforce its obligations hereunder. The HDA shall be entitled to recover all costs and/or expenses incurred from The Service Provider in any such action.

22.5 This clause shall survive the termination of this Agreement.

**[signature page to follow]**

SIGNED at ..... on .....2021

.....

\_\_\_\_\_  
**ON BEHALF OF THE HDA WHO WARRANTS  
THAT HE IS DULY AUTHORISED HERETO**

AS WITNESSES

1.....on .....2021

2..... on .....2021

SIGNED at ..... on ..... 2021

.....

\_\_\_\_\_  
DIRECTOR  
ON BEHALF OF \_\_\_\_\_

\_\_\_\_\_  
HE IS DULY AUTHORISED HERETO

AS WITNESSES

1.....on .....2021

2..... on ..... 2021

## **ANNEXURE A:**

### **1. SCOPE OF WORK**

The overall objective of the service provider will be to provide independent and objective Conditional Assessment Report containing, but not limited, to the following;

- Site visit and on-site information gathering.
- Comparison and analysis of approved building plans.
- The Report, to be done in accordance with the latest industry standards and applicable design codes, and which must include:
  - The property address
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The content which is to include: -

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  - Annexures i.e Building Plans and Photographs
- A maximum of three subsequent consultations with the HDA and it's stakeholders to unpack the contents of the report, findings contained in the report and any remedial solutions as may be recommended.

The Conditional Assessment Report must be based on visual observations of the property taken externally and internally.

The report must cover the main load-bearing elements of the property. The inspection will however be limited to the main building and exclude any detached garages, outbuildings, walls, and fences etc. unless you specifically instructed otherwise. The Report must also include other services which are critical. That is:

- Site Drainage Services
- Electrical Services
- Water Supply Network
- HVAC Services

The assessment of services is to give a broader holistic view of the building habitability.

The report must include details of the inspection, conclusions on the findings and recommendations for any further investigations, monitoring, repair or remedial works, or other action required. The remedial recommendations, if any, should provide a Bill of Quantities with an estimate. All remedial works proposed must be accompanied by



latest industry relevant specifications inclusive of data sheets of products that would be recommended.

Upon soliciting the services of a Contractor, Similar or Equal Approved product should be specified. It will be expected that the appointed Consultant conduct a briefing when HDA solicits the services of a Contractor. The Consultant should therefore make an accurate as possible estimation of the Construction duration to guide the procurement process moving out of the detail design stage.

In the event that the report recommends that further investigations are to be carried out these may include but are not limited to archive research, interviewing persons or organisations, making exploratory holes or excavations, opening up or taking apart, taking samples, undertaking tests and any other activities necessary to determine the extent and cause of the problem(s).

The report must include those aspects normally dealt with in a Conditional Assessment Report, including but not limited to: utilities / services, valuation, decorations, roof coverings and the like, the position of the property with respect to local amenities, the condition of the property with regard to dry rot, timber infestation, dampness and the like.

The report must highlight matters such as contaminated land, asbestos or other potentially hazardous or deleterious materials which may have been used in the construction of the property.

All testing undertaken shall be of a Non-Destructive Nature (NDT)

The Service Provider will be provided with access to all necessary areas.

The Service Provider is not expected to move furniture, lift floor coverings or make exploratory holes during an inspection.

Should the Service Provider consider that access to any area would be unsafe, or potentially unsafe, no access will be condoned to the area until safety measures are arranged, which may incur an additional cost.

The work must be carried out by qualified and experienced Professional personnel with a minimum 2 years' experience post registration experience.

## **2. EXPECTED DELIVERABLES**

As outputs and delivery of the expected work, the HDA will receive the following material information:

- Preparation of a draft Conditional Assessment Report to be submitted electronically for comments and/or approval.
- Final written reports (Ms Word)
- 3 hardcopies of final report
- Diagrams in readable page size
- Proof of site visits
- Approved Building Plans of the Building to be sourced independently.

**ANNEXURE B – MILESTONES AND PAYMENTS**

<b>Item</b>	<b>Milestone</b>	<b>Timeline</b>	<b>Percentage Claim</b>	<b>Amount</b>
<b>1</b>	Site Visit/s	-	10%	R
<b>2</b>	Draft Conditional Assessment Report	-	30%	R
<b>3</b>	Final Conditional Assessment Report	-	40%	R
<b>4</b>	Follow up sessions with HDA Representative	-	20%	R
	<b>TOTAL</b>	<b>1 month</b>	<b>100%</b>	<b>R</b>

## **ANNEXURE C**

To facilitate the smooth flow of invoices including payments, all invoices reflecting the relevant HDA order number to be addressed to:

The Financial Manager

P.O. Box 3209

Houghton

2041

Or hand-delivered for the attention of the Financial Manager at

Block A, Riviera Office Park

6-10 Riviera Road

Killarney

Johannesburg

Or email to: [invoice@thehda.co.za](mailto:invoice@thehda.co.za)

**ANNEXURE D: DECLARATION OF SECRECY:**

I .....

(Full name)

Solemnly declare that

1.

I have taken note of the provisions of the Protection of Information Act, 1982 (84 of 1982) and in particular of the provisions of section 4 of the Act:

2.

I understand that I shall be guilty of an offence if I reveal any information which I have at my disposal by virtue of my office and concerning which I know or should reasonably know that the security or other interests of the Republic require that it be kept secret from any person other than a person

- to whom I may lawfully reveal it; or
- to whom I must reveal it in the interests of the Republic; or
- to whom I am authorised by the HDA or by an officer authorised by him to reveal it;

3.

I understand that the said provisions and instructions shall apply not only during my duration of the project but also after the termination of my services with the HDA and

4.

I am fully aware of the serious consequences that may follow any breach or contravention of the said provisions and instructions.

Signature: .....

Witnesses: 1.....

Place: ..... 2.....

Date: .....

## CONTRACTS MANAGEMENT UNIT

### GUIDELINES ON COMPLETION OF CONTRACTS

To ensure that the parties to this agreement receive its full protection, please remember to observe the following steps when signing the contract:

1. **Every party to the contract must sign the contract,**
2. **Everyone who signs the contract should initial the bottom right of every page, including all annexures,**
3. **Every party must then sign their full signature on the signature page of the contract. You will see that the signature page indicates the spot where each of the parties should sign,**
4. **Remember to fill in the date and place of signature. Spaces have been provided for this on the signature page – directly above the spot for each party to sign,**
5. **You will also see that the signature page provides for the signatures by witnesses to the contract. The witnesses should follow the same steps as set out above i.e. initial at the bottom right of every page and then sign in full on the signature page,**
6. **On the signature page only, the witness should print his/her name below his/her signature, in the space provided.**

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

- the bidder is employed by the state; and/or
- the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.

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

2.1 Full Name of bidder or his or her representative: .....

2.2 Identity Number: .....

2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....

2.4 Company Registration Number: .....

2.5 Tax Reference Number: .....

2.6 VAT Registration Number: .....

2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

- (a) any national or provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No. 1 of 1999);
- (b) any municipality or municipal entity;
- (c) provincial legislature;
- (d) national Assembly or the national Council of provinces; or
- (e) Parliament.

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

2.7 Are you or any person connected with the bidder presently employed by the state? **YES / NO**

2.7.1 If so, furnish the following particulars:

Name of person / director / trustee / shareholder/ member: .....

Name of state institution at which you or the person connected to the bidder is employed : .....

Position occupied in the state institution: .....

Any other particulars:  
.....  
.....  
.....

2.7.2 If you are presently employed by the state, did you obtain the appropriate authority to undertake remunerative work outside employment in the public sector? **YES / NO**

2.7.2.1 If yes, did you attached proof of such authority to the bid document? **YES / NO**

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

2.7.2.2 If no, furnish reasons for non-submission of such proof:  
.....  
.....  
.....

2.8 Did you or your spouse, or any of the company's directors / trustees / shareholders / members or their spouses conduct business with the state in the previous twelve months? **YES / NO**

2.8.1 If so, furnish particulars:  
.....  
.....  
.....

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

2.9.1 If so, furnish particulars.  
.....





**4 DECLARATION**

I, THE UNDERSIGNED (NAME).....

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

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

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

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

**1. GENERAL CONDITIONS**

- 1.1 The following preference point systems are applicable to all bids:
  - the 80/20 system for requirements with a Rand value of up to R50 000 000 (all applicable taxes included); and
- 1.2
  - a) The value of this bid is estimated to not exceed R50 000 000 (all applicable taxes included) and therefore the ..... 80/20..... preference point system shall be applicable;
- 1.3 Points for this bid shall be awarded for:
  - (a) Price; and
  - (b) B-BBEE Status Level of Contributor.
- 1.4 The maximum points for this bid are allocated as follows:

	POINTS
<b>PRICE</b>	
<b>B-BBEE STATUS LEVEL OF CONTRIBUTOR</b>	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

**2. DEFINITIONS**

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

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

- (c) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of goods or services, through price quotations, advertised competitive bidding processes or proposals;
- (d) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (e) **“EME”** means an Exempted Micro Enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (f) **“functionality”** means the ability of a tenderer to provide goods or services in accordance with specifications as set out in the tender documents.
- (g) **“prices”** includes all applicable taxes less all unconditional discounts;
- (h) **“proof of B-BBEE status level of contributor”** means:
  - 1) B-BBEE Status level certificate issued by an authorized body or person;
  - 2) A sworn affidavit as prescribed by the B-BBEE Codes of Good Practice;
  - 3) Any other requirement prescribed in terms of the B-BBEE Act;
- (i) **“QSE”** means a qualifying small business enterprise in terms of a code of good practice on black economic empowerment issued in terms of section 9 (1) of the Broad-Based Black Economic Empowerment Act;
- (j) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
**80/20**

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

Where

$P_s$  = Points scored for price of bid under consideration

$P_t$  = Price of bid under consideration

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

### 4. POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

- 4.1 In terms of Regulation 6 (2) and 7 (2) of the Preferential Procurement Regulations, preference points must be awarded to a bidder for attaining the B-BBEE status level of contribution in accordance with the table below:

B-BBEE Status Level of Contributor	Number of points (80/20 system)
1	20
2	18
3	14

4	12
5	8
6	6
7	4
8	2
Non-compliant contributor	0

## 5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . = .....(maximum of 20 points)

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

## 7. SUB-CONTRACTING

7.1 Will any portion of the contract be sub-contracted?

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

7.1.1 If yes, indicate:

i) What percentage of the contract will be subcontracted..... %

ii) The name of the sub-contractor.....

iii) The B-BBEE status level of the sub-contractor.....

iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

YES	<input type="checkbox"/>	NO	<input type="checkbox"/>
-----	--------------------------	----	--------------------------

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

Designated Group: An EME or QSE which is at least 51% owned by:	EME	QSE
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

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

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

- Partnership/Joint Venture / Consortium
  - One person business/sole propriety
  - Close corporation
  - Company
  - (Pty) Limited
- [TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

- Manufacturer
  - Supplier
  - Professional service provider
  - Other service providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

8.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the  
company/firm, certify that the points claimed, based on the B-BBE status level of  
contributor indicated in paragraphs 1.4 and 6.1 of the foregoing certificate, qualifies  
the company/ firm for the preference(s) shown and I / we acknowledge that:

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in  
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary  
proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a  
fraudulent basis or any of the conditions of contract have not been fulfilled, the  
purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

<p>WITNESSES</p> <p>1. ....</p> <p>2. ....</p>
--

<p>.....</p> <p>SIGNATURE(S) OF BIDDERS(S)</p> <p>DATE: .....</p> <p>ADDRESS .....</p> <p>.....</p> <p>.....</p>
--

**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, v/z
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - 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 .....

<b>WITNESSES</b>	
1	.....
2	.....
DATE:	.....

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I..... in my capacity as..... accept your bid under reference number .....dated.....for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT .....ON.....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....



**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

.....  
**Name of Bidder**

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

<sup>1</sup> Includes price quotations, advertised competitive bids, limited bids and proposals.

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

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

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> 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.

10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

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Signature

Date

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Position

Name of Bidder

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