

THE HOUSING DEVELOPMENT AGENCY



TERMS OF REFERENCES

BID NO.: HDA/FS/2020/002

**APPOINTMENT OF A CONSULTING ENGINEER FOR
PROVISION OF PROFESSIONAL SERVICES FOR
INSTALLATION OF INTERNAL WATER AND SEWER NETWORK
FOR UNIT 3 AND 7 IN MELODING, VIRGINIA**

SUBMISSION DATE: 07 AUGUST 2020 @ 11:00

TECHNICAL ENQUIRIES	BIDDING RELATED ENQUIRIES
HDA FREE STATE Mr. Mokhele Machongoane – Engineer: Free State THE HOUSING DEVELOPMENT AGENCY FIRST FLOOR, SPITSKOP BUILDING NO. 86 KELLNER STREET WESTDENE BLOEMFONTEIN 9300 Tel: (051) 409 0220 E-mail: mokhele.machongoane@thehda.co.za	HDA HEAD OFFICE Ms. Jane Mahlangu – SCM Specialist THE HOUSING DEVELOPMENT AGENCY BLOCK A, RIVIERA OFFICE PARK 6 – 10 RIVIERA ROAD KILLARNEY JOHANNESBURG 2193 Tel: (011) 544 1000 E-mail: jane.mahlangu@thehda.co.za

NAME OF BIDDER (BIDDING ENTITY) : _____

TEL NUMBER : _____

E-MAIL ADDRESS : _____

BID AMOUNT (IN NUMBERS) : _____

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VERY IMPORTANT NOTICE ON DISQUALIFICATION

A Bid not complying with the peremptory requirements stated hereunder and in the Bid document, will be regarded as being a not **"Acceptable Bid"** and as such will be rejected.

"Acceptable Bid" means any bid which, in all respects, complies with the conditions of Bid and specifications as set out in the bid document, including conditions as specified in the Preferential Procurement Policy Framework Act No. 5 of 2000, revised Preferential Procurement Regulations (2017 Regulations) and related legislations.

1. Submit bid in the correct bid box;
2. Submit bid before closing date and time;
3. Complete all Forms/Schedules in ink. Do not use pencils or correction fluid to make corrections;
4. Make corrections, if necessary, only by placing a line across the words/numbers to be corrected and initial next to the amended text. Do not scratch out, write over rates, paint over rates or use correction fluid;
5. Attach to the bid document proof of registration (certified copy of certificate) with the Engineering Council of South Africa (ECSA) as Professional Engineering Technologist (Civil) or higher;

Furthermore, the bid will be considered as not acceptable if:

6. The bidder attempts to influence, or has in fact influenced the evaluation of the bid and/or the awarding of the contract;
7. The bidder during the last 5 years has failed to perform satisfactorily on a previous contract with any organ of state after written notice was given to that bidder that performance was unsatisfactory;
8. The bidder or any of his directors is listed on the Register of Bid Defaulters in terms of the Prevention and Combating of Corrupt Activities Act of 2004 as a person prohibited from doing business with the public sector;

Irrespective of the procurement process followed, no award may be given to a person:

9. who is in the service of the state, or;
10. if that person is not a natural person, of which any director, manager, principal shareholder or stakeholder is a person in the service of the state, or;
11. who is an advisor or consultant contracted with the HDA in respect of contract that would cause a conflict of interest (if applicable).

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA

THE BID

- PART T1 Bid Procedures
 - T1.1 Bid Notice and Invitation to Bid
 - T1.2 Bid Data

- PART T2 Returnable Documents
 - T2.1 List of Returnable Schedules and Forms

- PART C1 Agreements and Contract Data
 - C1.1 Form of Offer and Acceptance
 - C1.2 Contract Data

- PART C2 Pricing Data
 - C2.1 Pricing Instructions
 - C2.2 Activity Schedule

- PART C3 Scope of Works
 - C3.1 Project Location

THE BID

PART T1: BID PROCEDURES

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA

PART T1 BID PROCEDURES

T1.1 Bid Notice and Invitation to Bid

T1.2 Bid Data

T1.1 BID NOTICE AND INVITATION TO BID

The Housing Development Agency (HDA) is a National Public Development Agency that promotes the development of sustainable communities by making well-located land and buildings available for the development of housing and human settlements. For more information about the HDA, please visit our website www.thehda.co.za.

The HDA hereby invites suitably qualified and reputable service providers to submit proposals for:

BID NO: HDA/FS/2020/002

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA.

There will be NO Briefing Session due to the National Lockdown Regulations that are enforced in the response to minimize the spread of COVID-19. Bidders are however, encouraged to familiarize themselves with the project by visiting the site, which is located in Meloding Township, east of Virginia in Free State. More details on the locality are provided in the Bid Document. Bidders are urged to comply with the National Lockdown Regulations and ensure their safety and safety of others at all times.

The Bid Document (or Terms of References) may be obtainable from HDA Website (www.thehda.co.za/tenders) or National Treasury E-portal (<http://etenders.treasury.gov.za/>) from 20 July 2020. Completed bids, together with supporting documents must be placed in a bid box located at:

The HDA Head Office, Block A Riviera Office Park, 6 – 10 Riviera Road, Killarney, Johannesburg, Gauteng, not later than 11:00 on the 07 August 2020. Telegraphic, telephonic, telex, facsimile, e-mail and late proposal submissions will not be accepted.

This bid will be valid for a period of 90 days from date of closing.

PLEASE NOTE: The HDA will not be responsible to oversee that proposals sent by courier are placed in the Bid /Tender box.

The assessment and evaluation of submitted proposals will undergo a process of Pre-Qualification and Evaluation Stages. Pre-qualification will be in accordance with the 2017 PPPFA Regulations, which organs of state can apply in order to advance designated groups and transformation. Only Bidders who meet the Pre-qualification criteria stipulated in the Bid Document will be considered for further Evaluation Stages. A bid that fails to meet Pre-qualification criteria will be regarded as an unacceptable bid.

Pre-qualification criterion which a bidder must meet in order to be considered:

- having a Level 1 – 3 status as a minimum B-BBEE Status Level of Contributor.

Technical queries relating to the bid may be addressed to Mokhele Machongoane on mokhele.machongoane@thehda.co.za or Tel: 051 409 0220 while SCM queries may be addressed to Jane Mahlangu on 011 544 1000 or jane.mahlangu@thehda.co.za.

The HDA reserves the right to accept or reject any variation, deviation, bid offer or alternative tender offer and may cancel the bid process and reject all bid offers at any time before the formation of a contract. The HDA will not incur any liability to a bidder for such cancellation and rejection, but will give written reasons for such action upon request to do so.

T1.2 BID DATA

The conditions of Bid are the Standard Conditions of Bid as contained in Annex F of the CIDB Standard for Uniformity in Construction Procurement (see www.cidb.org.za).

The Standard Conditions of Bid makes several references to the Bid Data for details that apply specifically to this Bid. The Bid Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Bid. Each item of data provided below is cross-referenced to the clause in the Standard Conditions of Bid to which it mainly applies.

The additional Conditions of Bid are:

Clause Number	Bid Data
F1.1	The Employer is the Housing Development Agency

F1.2 Bid Documents

The Bid Document issued by the Employer comprises the following:

THE BID

Part T1	: Bid Procedures
T1.1	: Bid Notice and Invitation to Bid
T1.2	: Bid Data
Part T2	: Returnable Documents
T2.1	: List of Returnable Schedules and Forms

THE CONTRACT

Part C1	: Agreements and Contract Data
C1.1	: Form of Offer and Acceptance
C1.2	: Contract Data
Part C2	: Pricing Data
C2.1	: Pricing Instructions
C2.2	: Activity Schedule
Part C3	: Scope of Work
C3.1	: Project Location

The Bid Document shall be obtained from the Employer at the physical address stated in the Bid Notice, upon payment of the amount stated in the Bid Notice.

The following documents are relevant to this bid and Bidders are advised to obtain their own copies thereof:

- (a) "General Conditions of Contract for Construction Works – 3rd Edition 2015 issued by the South African Institution of Civil Engineering. (Short title "General Conditions of Contract 2015").
- (b) "Standardized Specifications for Civil Engineering Construction" SANS 1200.

- (c) The Occupational Health and Safety Act No 85 and Amendment Act No 181 of 1993, and the 2014 Construction Regulations.

In addition, Bidders are advised, in their own interest, to obtain their own copies of the following acts, regulations and standards referred to in this document as they are essential for the Bidder to get acquainted with the basics of construction management, the implementation of preferential construction procurement policies and participation of targeted enterprise and labour.

- (i) The Construction Industry Development Board Act No 38 of 2000 and its 2013 Regulations;
- (ii) The Guideline for defining the scope of services and for determining The Professional Fees for Persons Registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), as published annually by the Engineering Council of South Africa (ECSA) in the Government Gazette;
- (iii) SANS 1921:2004 Construction and Management;
- (iv) Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000) and its 2017 Regulations.

F1.4 Communication and Employer's agent

Each communication between the Employer and a Bidder shall be to or from the Employer's agent only, and in a form that can be read, copied and recorded. Writing shall be in the English language. The Employer shall not take any responsibility for non-receipt of communications from or by a bidder.

The Employer's agent is:

Name : Ms. Jane Mahlangu
Address : The HDA Offices, Block A Riviera Office Park, 6 – 10 Riviera Road, Killarney, Johannesburg
Tel. : 011 544 1000
E-mail : jane.mahlangu@thehda.co.za

F2.1 Only those Bidders who have in their employ management and supervisory staff satisfying the requirements of the Scope of Work for supervisory and management staff are eligible to submit bids.

The Bidder will not be eligible to submit a bid if:

- (a) the Bidder is under restrictions or has principals who are under restriction to participate in the Employer's procurement due to corrupt or fraudulent practices;
- (b) the Bidder does not have the legal capacity to enter into the contract;
- (c) the Bidder submitting the bid is insolvent, in receivership, bankrupt or being wound up, has his affairs administered by a court or a judicial officer, has suspended his business activities, or is subject to legal proceedings in respect of the foregoing;

- (d) the Bidder does not have, in their full-time employment, suitably registered Professional Engineering Technologist (Civil) registered in terms of the Engineering Profession Act, 2000 (Act No. 46 of 2000), with the relevant experience in the design, supervision and administration of Water and Sanitation Projects.
- (e) the Bidder does not comply with the legal requirements stated in the Employer's procurement policy;
- (f) the Bidder cannot provide proof that they are in good standing with respect to duties, taxes, levies and contributions required in terms of legislation applicable to the work in the contract.

- F2.7 The arrangements for a clarification meeting are as stated in the Bid Notice and Invitation to Bid.
- F2.8 A clarification with the Employer regarding the Bid Document may be requested in writing at least five working days before the closing time stated in the Bid Notice and Invitation to Bid.
- F2.11 Do not make any alterations or additions to the Bid Document, except to comply with instructions issued by the Employer, or necessary to correct errors made by the bidder. All signatories to the Bid shall initial all such alterations. Erasures and the use of masking fluid are prohibited.
- F2.12 No alternative bids will be considered.
- F2.13.3 Parts of each Bid communicated on paper shall be submitted as original.
- F2.13.5 The Employer's address for delivery of Bid offers and identification details to be shown on each Bid offer package are:
- Location of Bid box** : Bid Box, Housing Development Agency
- Physical Address** : Block A Riviera Office Park, 6 – 10 Riviera Road, Killarney, Johannesburg
- Identification details** : Bid Number, title of Bid and the closing date and time of the Bid.
- F2.14 Bid which does not provide all the data or information requested completely and in the form required, may be regarded by the Employer as non-responsive.
- F2.15.1 The closing time for submission of Bids is as stated in the Bid Notice and Invitation to Bid.
- Telephonic, telegraphic, telex, facsimile or e-mailed Bid offers will not be accepted.
- F2.16.1 Bid validity period will expire after **90 days** from the closing date for submission of bid offers.
- F3.4 Bids will be opened immediately after the closing time for bids at the Housing Development Agency Offices, Block A Riviera Office Park, 6 – 10 Riviera Road, Killarney, Johannesburg

F3.11 EVALUATION OF BIDS

The bids will be evaluated in the following three (3) stages:

STAGE 1: PRE-QUALIFICATION

Failure of the Bidder to submit the following will result in immediate disqualification:

- (i) Proof of a bidder having a Level 1 – 3 Status (Original and Valid or certified copy of B-BBEE certificate) as a minimum B-BBEE Status Level of Contribution. Only B-BBEE status level certificates issued by the following are valid:

- Verification Agencies accredited by South African Accreditation System (SANAS), or;
- Registered Auditors approved by the Independent Regulatory Board of Auditors (IRBA) in accordance with the approval granted by the Department of Trade Industry

Please note that a Joint B-BBEE Status Level Certificate, issued by the above-mentioned institutions, must be submitted for Joint Venture or Partnerships.

- (ii) Copy of Joint Venture Agreement and Power of attorney in case of Joint Ventures;
- (iii) Copy of valid Professional Indemnity Certificate with R 5 000 000.00 per occasion for public liability insurance, and;
- (iv) Proof of Registration (certified copy of Certificate) with Engineering Council of South Africa (ECSA) as a Professional Engineering Technologist (Civil) or higher.

STAGE 2: FUNCTIONALITY

Functionality of responsive bids submitted will be evaluated according to the predetermined criteria described below, considering, among other factors, the quality, reliability, the technical capacity and ability of a Bidder. A Bid will not be evaluated further if it fails to meet the minimum threshold of total 70 points out of maximum 100 points for functionality as prescribed in the following tables:

CATEGORY	FUNCTIONAL CRITERIA	POINTS ALLOCATION
I	Experience of the bidder (Company)	40
II	Key personnel qualifications	30
III	Key personnel experience	30
TOTAL POINTS		100

I. EXPERIENCE OF THE BIDDER (COMPANY) (30 POINTS)

The Bidder must submit proof of successfully completed similar and comparative projects, i.e. **installation of water and sewer**. Copies of Appointment Letter and Contractor's Completion Certificate or Employer's Reference Letter must be attached for each project.

TARGETED GOALS	POINTS ALLOCATION
Bidder has submitted inadequate or no information to determine allocated points	0
Bidder has submitted proof of at least 1 successfully completed similar project	10
Bidder has submitted proof of at least 2 successfully completed similar projects	20
Bidder has submitted proof of at least 3 successfully completed similar projects	30
Bidder has submitted proof of at least 4 successfully completed similar projects	40

II. KEY PERSONNEL QUALIFICATIONS (30 POINTS)

The Bidder must submit Proposed Team Structure, identifying **Project Engineer, Project Manager, Resident Engineer and OHS Practitioner** as key personnel who will be available to work on the project. Copies of CVs and certificates for each key personnel must be attached for determination of points to be allocated as per the table below:

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
Project Engineer	Inadequate or no information submitted to determine points to be allocated or a CV of Project Engineer with no proof of registration (certificate from ECSA) as at least a Professional Engineering Technologist submitted	0
	A CV of Project Engineer with proof of registration (certificate from ECSA) as at least a Professional Engineering Technologist (CIVIL) submitted	5
	A CV of Project Engineer with proof of registration (certificate from ECSA) as a Professional Engineer submitted	10
Project Manager	Inadequate or no information submitted to determine points to be allocated or a CV of Project Manager with no certificate of B. Tech or B. Degree in Civil Engineering submitted	0
	A CV of Project Manager with certificate of B. Tech or B. Degree in Civil Engineering submitted	5
	A CV of Project Manager with proof of registration (certificate from SACPCMP) as a Professional Construction Project Manager submitted	10
Resident Engineer	Inadequate or no information submitted to determine points to be allocated or a CV of Resident Engineer with no certificate of National Diploma in Civil Engineering submitted	0
	A CV of Resident Engineer with certificate of National Diploma in Civil Engineering submitted	3
	A CV of Resident Engineer with certificate of B. Tech or B. Degree in Civil Engineering submitted	5
OHS Practitioner	Inadequate or no information submitted to determine points to be allocated or a CV of OHS Practitioner with no certificate of NQF Level 4 in OHS Applications submitted	0
	A CV of OHS Practitioner with certificate of National Diploma in Safety Management submitted	3
	A CV of OHS Practitioner with proof of registration (certificate from SACPCMP) as a Construction Health and Safety Officer submitted	5

III. KEY PERSONNEL EXPERIENCE (30 POINTS)

The Bidder must submit Proposed Team Structure, identifying **Project Engineer, Project Manager, Resident Engineer and OHS Practitioner** as key personnel who will be available to work on the project. Copies of CVs and certificates for each key personnel must be attached for determination of points to be allocated as per the table below:

KEY PERSONNEL	TARGETED GOALS	POINTS ALLOCATION
Project Engineer	Inadequate or no information submitted to determine points to be allocated or a CV of Project Engineer with less than 3 years of Civil Engineering experience submitted	0
	A CV of Project Engineer with 3 to 5 years of Civil Engineering experience submitted	5
	A CV of Project Engineer with more than 5 years of Civil Engineering experience submitted	10
Project Manager	Inadequate or no information submitted to determine points to be allocated or a CV of Project Manager with less than 3 years of relevant Project Management (Civil Engineering) experience submitted	0
	A CV of Project Manager with 3 to 5 years of relevant Project Management experience submitted	5
	A CV of Project Manager with more than 5 years of relevant Project Management experience submitted	10
Resident Engineer	Inadequate or no information submitted to determine points to be allocated or a CV of Resident Engineer with less than 3 years of Civil Engineering experience submitted	0
	A CV of Resident Engineer with 3 to 5 years of Civil Engineering experience submitted	3
	A CV of Resident Engineer with more than 5 years of Civil Engineering experience submitted	5
OHS Practitioner	Inadequate or no information submitted to determine points to be allocated or a CV of OHS Practitioner with less than 3 years of Construction Health and Safety experience submitted	0
	A CV of OHS Practitioner with 3 to 5 years of Construction Health and Safety experience submitted	3
	A CV of OHS Practitioner with more than 5 years of Construction Health and Safety experience submitted	5

STAGE 3: FINANCIAL OFFER AND PREFERENCE EVALUATION

All responsive bids that qualify by meeting the minimum thresholds for functionality are then evaluated on the basis of price and preference in accordance with the 2017 Regulations of the Preferential Procurement Policy Framework Act No. 5 of 2000. The points scored for functionality are not carried over or considered in the calculation of the Financial and Preference evaluation.

- (1) The following formula will be used to calculate the points out of 80 for price in respect of a tender value, inclusive of all applicable taxes:

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

Where

- P_s = Points scored for price of tender under consideration;
 P_t = Price of tender under consideration, and;
 P_{\min} = Price of lowest acceptable tender.

- (2) The following table must be used to calculate the score out of 20 for B-BBEE:

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

- (3) A tenderer must submit proof of its B-BBEE status level of contributor.
- (4) A tenderer failing to submit proof of B-BBEE status level of contributor or is a non-compliant contributor to B-BBEE may not be disqualified, but:
- (a) may only score points out of 80 for price, and;
 - (b) scores 0 points out of 20 for B-BBEE.
- (5) A tenderer may not be awarded points for B-BBEE status level of contributor if the tender documents indicate that the tenderer intends subcontracting more than 25% of the value of the contract to any other person not qualifying for at least the points that the tenderer qualifies for, unless the intended subcontractor is an EME that has the capability to execute the subcontract.
- (6) The points scored by a tenderer for B-BBEE in terms of sub-regulation (2) must be added to the points scored for price under sub-regulation (1).
- (7) The points scored must be rounded off to the nearest two decimal places.
- (8) Subject to sub-regulation (9) and regulation 11, the contract must be awarded to the tenderer scoring the highest points.

- (9) (a) If the price offered by a tenderer scoring the highest points is not market related, the organ of state may not award the contract to that tenderer.
- (b) The organs of state may
- (i) negotiate a market-related price with the tenderer scoring the highest points or cancel the tender;
 - (ii) if the tenderer does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the second highest points or cancel the tender;
 - (iii) if the tenderer scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the tenderer scoring the third highest points or cancel the tender.
- (c) If a market-related price is not agreed as envisaged in paragraph (b)(iii), the organ of state must cancel the tender.

THE BID

PART T2: RETURNABLE DOCUMENTS

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA

T2.1 LIST OF RETURNABLE SCHEDULES AND FORMS

The Bid Document must be submitted as a whole. All forms must be properly completed as required and the document shall not be taken apart or altered in any way whatsoever.

All forms must be duly completed in **black ink** as required.

The list of returnable documents, which consists of forms and schedules to be completed and company specific certificates and information pages to be attached, comprise the following:

- Schedule A : Certificate of Authority of Signatory
- Schedule B : Company Registration Details
- Schedule C : Invitation to Bid (SBD 1)
- Schedule D : Declaration of Interest (SBD4)
- Schedule E : Preference Points Claim Form in terms of Preferential Procurement Regulations, 2017 (SBD 6.1)
- Schedule F : Declaration of Bidder's past Supply Chain Management Practices (SBD 8)
- Schedule G : Certificate of Independent Bid Determination (SBD 9)
- Schedule H : Certificate of Registration with ECSA
- Schedule I : Functionality Evaluation

SCHEDULE A: CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the Bidder by ticking the appropriate box hereunder. The Bidder must complete the certificate set out below for the relevant category.

(I) COMPANY	(II) CLOSE CORPORATION	(III) JOINT VENTURE	(IV) PARTNERSHIP	(V) SOLE PROPRIETOR

Signatories for Companies, Close Corporations, Partnerships, Joint Ventures or Sole Proprietors must establish their authority thereto by attaching a copy of the relevant resolution of their Board of Directors, Members or Partners duly signed and dated.

(I) CERTIFICATE FOR COMPANY

I, _____ chairperson of the Board of Directors of _____

hereby confirm that by resolution of the Board (copy attached) taken on _____ 20____,

Mr/Ms _____

acting in the capacity as _____,

is authorized to sign all documents in connection with the Bid No.: HDA/FS/2020/002, and any contract resulting from it, on behalf of the company.

Chairman : _____

Witness (1) : _____ Witness (2) : _____

(III) CERTIFICATE JOINT VENTURE

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

Mr/Ms _____,

authorized signatory of the Joint Venture _____

_____ acting in the capacity of lead partner, to sign all documents in connection with the Bid No.: HDA/FS/2020/002 and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	DULY AUTHORISED SIGNATORY
		Name
		Signature
		Designation
		Name
		Signature
		Designation
		Name
		Signature
		Designation

Note: This certificate is to be completed and signed by all of the key partners upon whom rests the direction of the affairs of the Partnership as a whole.

(IV) CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as _____

_____ hereby authorise Mr/Ms _____

acting in the capacity of _____

to sign all documents in connection with the Bid No.: HDA/FS/2020/002 and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

Note: This certificate is to be completed and signed by all key members upon whom rests the direction of the affairs of Partnership as a whole.

(V) CERTIFICATE FOR SOLE PROPRIETOR

I, _____

hereby confirm that I am the sole owner of the business trading as _____

Signature of Sole Owner : _____

Date : _____

Witness (1) : _____

Witness (2) : _____

SCHEDULE B: COMPANY REGISTRATION DETAILS

The Bidder must provide Company Registration details on the space provided below and attach Certificates as proof of Registration.

NAME OF COMPANY : _____

COMPANY REGISTRATION NUMBER : _____

NO. OF DIRECTORS/SHAREHOLDERS : _____

The space below must be used in the case of Joint Venture or partnership.

1. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

2. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

3. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

4. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

5. NAME OF COMPANY : _____

CO. REGISTRATION NUMBER : _____

NO. DIRECTORS/SHAREHOLDERS : _____

**SCHEDULE C
PART A
INVITATION TO BID**

SBD 1

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THE HOUSING DEVELOPMENT AGENCY (HDA))					
BID NUMBER:	HDA/FS/2020/002	CLOSING DATE:	07 AUGUST 2020	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA				
THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).					
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
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					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]		<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	<input type="checkbox"/> Yes
		<input type="checkbox"/> No			<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX		<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)		
		<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)		
		<input type="checkbox"/>	A REGISTERED AUDITOR		
		NAME:			
[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?	
		[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW]	
SIGNATURE OF BIDDER			DATE		
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED			TOTAL BID PRICE (ALL INCLUSIVE)		
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:			TECHNICAL INFORMATION MAY BE DIRECTED TO:		
DEPARTMENT/ PUBLIC ENTITY			CONTACT PERSON		
CONTACT PERSON			TELEPHONE NUMBER		
TELEPHONE NUMBER			FACSIMILE NUMBER		
FACSIMILE NUMBER			E-MAIL ADDRESS		
E-MAIL ADDRESS					

**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. THE BID BOX IS GENERALLY OPEN DURING OFFICE HOURS, MONDAY TO FRIDAY, FROM 08H00 TO 16H00.
1.2.	ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED – (NOT TO BE RE-TYPED) OR ONLINE
1.3.	BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.4.	WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
1.5.	THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.
2. TAX COMPLIANCE REQUIREMENTS	
2.1	BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
2.2	BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
2.3	APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA
2.4	BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
2.5	IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
2.6	WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.
3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
3.1.	IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.2.	DOES THE BIDDER HAVE A BRANCH IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.3.	DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO
3.4.	DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? <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 OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.	

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID.

SCHEDULE D: DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state*, 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 and/or take an oath declaring his/her interest, 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, shareholder etc.):
- 2.4. Company Registration Number:
- 2.5. Tax Reference Number:
- 2.6. VAT Registration Number:

* "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.

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 / shareholder/ member:

Name of state institution to which the person is connected:

Position occupied in the state institution:

Any other particulars:

.....

.....

.....

2.8 Did you or your spouse, or any of the company's directors/ 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.

.....

.....

.....

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

2.10.1 If so, furnish particulars.

.....

.....

2.11 Do you or any of the directors /shareholders/ members of the company have any interest in any other related companies whether or not they are bidding for this contract? **YES / NO**

2.11.1 If so, furnish particulars:

.....

3. Full details of directors / trustees / members / shareholders.

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

4. DECLARATION

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2.1 TO 2.11.1 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY 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

SCHEDULE E: 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 BBBEE, 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 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
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor (certified copy of certificate), together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed. Only B-BBEE status level certificates issued by the following are valid:

- Verification Agencies accredited by the South African National Accreditation System (SANAS), or;
- Registered Auditors approved by the Independent Regulatory Board of Auditors (IRBA) in accordance with the approval granted by the Department of Trade and Industry.

Please note that a Joint B-BBEE Status Level Certificate, issued by the above-mentioned institutions, must be submitted for Joint Venture or Partnerships.

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:

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

Where

P_s = Points scored for price of tender under consideration;

P_t = Price of tender under consideration, and;

P_{\min} = Price of lowest acceptable tender.

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

a. 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

a. 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

a. Will any portion of the contract be sub-contracted?

(Tick applicable box)

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

i. If yes, indicate

i) What percentage of the contract will be subcontracted%

ii) The name of the subcontractor

iii) The B-BBEE status level of the subcontractor

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	√	√
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

8. DECLARATION WITH REGARD TO COMPANY/FIRM

a. Name of Company/Firm:

b. VAT Registration Number:

c. Company Registration Number:

d. TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
 - One Person Business/Sole Propriety
 - Close Corporation
 - Company
 - (Pty) Limited
- [TICK APPLICABLE BOX]

e. DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

.....

f. COMPANY CLASSIFICATION

- Manufacturer
 - Supplier
 - Professional Service Provider
 - Other Service Providers, e.g. transporter, etc.
- [TICK APPLICABLE BOX]

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

- h. 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.

WITNESSES

1.

 SIGNATURE(S) OF BIDDERS(S)

2.

 DATE

.....
 ADDRESS

.....

SCHEDULE F: 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?</p> <p>(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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website(www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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)?</p> <p>The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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:		

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

SCHEDULE G: CERTIFICATE OF INDEPENDENT BID DETERMINATION

1. This Standard Bidding Document (SBD) must form part of all bids¹ 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)². 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:

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

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

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 consortium³ will not be construed as collusive bidding.

³ 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.

7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
- (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation);
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid, or;
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js914w 2

SCHEDULE H: CERTIFICATE OF REGISTRATION WITH ECSA

The Bidder shall attach hereto the Proof of Professional Registration (certified copy of a certificate) of an individual registered with Engineering Council of South Africa (ECSA) in terms of Engineering Profession Act No. 46 of 2000 as a Professional Engineering Technologist (Civil) or higher.

NAME OF REGISTERED PERSON : _____

ECSA REGISTRATION NUMBER : _____

ECSA REGISTRATION CATEGORY : _____

POSITION IN THE COMPANY : _____

SIGNATURE: _____ DATE: _____
(Authorised Person)

SCHEDULE I: FUNCTIONALITY EVALUATION RELATED EXPERIENCE OF BIDDER
(NB: This schedule is used in evaluating Functionality)

The Bidder shall list below or in a separate schedule a statement of those works/services of similar nature (water and sewer) which they have satisfactorily completed in the past five years. Information must be provided in the format provided below. It is essential that telephone contact details of references be supplied.

Please Note : Copies of Appointment Letter and Contractor's Completion Certificate or the Employer's Reference Letter for each Project must also be attached as proof.

PROJECT NAME	PROJECT VALUE	COMPLETION DATE	CONTACT PERSON

NB: Please attach separate page if space provided is not sufficient

SIGNATURE: _____ DATE: _____
 (Authorised Person)

KEY PERSONNEL QUALIFICATION AND EXPERIENCE
(NB: This schedule is used in Evaluating Functionality)

The Bidder shall attach hereto a shortened CV (with copies of required certificates) for each key personnel who will be available to work on the project in the Categories of Project Engineer, Project Manager, Resident Engineer and OHS Practitioner.

The Bidder shall list below the key personnel to be used on this project.

NAME	POSITION	QUALIFICATIONS	YEARS OF EXPERIENCE
	PROJECT ENGINEER		
	PROJECT MANAGER		
	RESIDENT ENGINEER		
	OHS PRACTITIONER		

SIGNATURE: _____ DATE: _____
(Authorised Person)

THE CONTRACT

PART C1 : AGREEMENTS AND CONTRACT DATA

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA

PART C1 AGREEMENTS AND CONTRACT DATA

C1.1 Form of Offer and Acceptance

C1.2 Contract Data

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A CONSULTING ENGINEER FOR PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA

C1.1 FORM OF OFFER AND ACCEPTANCE

(AGREEMENT)

OFFER

The Client, identified in the Acceptance signature block, has solicited offers to enter into a contract for the procurement of a Consulting Engineer for **PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA.**

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

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

THE OFFERED TOTAL OF THE PRICES INCLUSIVE OF VALUE ADDED TAX IS

.....

..... Rands (in words);

R..... (in figures),

This Offer, or part thereof, may be accepted by the Client by signing the Acceptance part of this Form of Offer and Acceptance and returning one copy of this document to the Bidder before the end of the period of validity stated in the Bid Data, whereupon the Bidder becomes the party named as the Service Provider in the Conditions of Contract identified in the Contract Data.

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

FOR THE BIDDER:

Name :

Capacity :

Name of Bidder :

Address :

:

Signature :

Date :

Witness (1)

Name :

Signature :

Date :

Witness (2)

Name :

Signature :

Date :

ACCEPTANCE

By signing this part of this Form of Offer and Acceptance, the Client identified below accepts the Bidder's Offer for the procurement of Professional services for **PROVISION OF PROFESSIONAL SERVICES FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING, VIRGINIA**. In consideration thereof, the Client shall pay the Service Provider the amount due in accordance with the Conditions of Contract identified in the Contract Data. Acceptance of the Bidder's Offer shall form an agreement, between the Client and the Bidder upon the terms and conditions contained in this Agreement and in the Contract that is the subject of this Agreement.

The terms of the contract are contained in

Part C1 Agreements and Contract Data, (which includes this Form of Offer and Acceptance)

Part C2 Pricing Data

Part C3 Scope of Work

Deviations from and amendments to the documents listed in the Bid Data and any addenda thereto as listed in the Bid Schedules as well as any changes to the terms of the bid offer agreed by the bidder and the client during the process of offer and acceptance, are contained in the Schedule of Deviations (if any) attached to and forming part of this agreement. No amendments to or deviations from said documents are valid unless contained in the Schedule of Deviations.

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

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

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

FOR THE CLIENT (THE HDA):

Name :

Capacity :

Name of Bidder :

Address :

:

Signature :

Date :

Witness (1)

Name :

Signature :

Date :

Witness (2)

Name :

Signature :

Date :

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR INSTALLATION OF INTERNAL SERVICES FOR UNIT 3 AND 7 IN MELODING, VIRGINIA.

SCHEDULE OF DEVIATIONS AND ADDENDA TO BID DOCUMENTS

The extent of deviations from the bid documents issued by the Client before the closing date is limited to those permitted in terms of the conditions of bid. A bidder covering letter (if any) shall not be included in the final contract document. Should any matter in such letter, which constitutes a deviation as aforesaid, become the subject of agreements reached during the process of offer and acceptance, the outcome of such agreement shall be recorded here. Any matter arising from the offer and acceptance either as a confirmation, clarification or change to the bid documents and which it is agreed in writing by the Parties becomes an obligation of the contract shall also be recorded and attached here. We confirm that the following written communication (if any) received from the Client before the submission of this Bid offer, has been taken into account in the Bid offer.

	Date	Title or Details
1		
2		
3		
4		
5		

Attach to the bid documents any written communication received from the Client (if any). Record such addenda in the above schedule.

Signed by the Bidder :

Date :

Name :

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR INSTALLATION OF INTERNAL SERVICES FOR UNIT 3 AND 7 IN MELODING, VIRGINIA.

C1.2 CONTRACT DATA

CONDITIONS OF CONTRACT

The Standard Professional Services Contract (Third Edition of CIDB Document 1015 of July 2009) published by the Construction Industry Development Board, are applicable to this Contract.

Copies of this Services Contract may be obtained from the Construction Industry Development Board's website www.cidb.org.za.

PART 1: DATA PROVIDED BY THE CLIENT

The following Contract Data and amendments are applicable to this Contract:

Clause	
	The Employer is the Housing Development Agency
3.4 and 4.3.2	The Authorised and Designated representative of the Employer is: Name: Mokhele Machongoane The Employer's address for receipt of communications is: First Floor Spitskop Building, No. 86 Kellner Street, Westdene, Bloemfontein, 9300 Telephone: 051 409 0220 E-mail Address: Mokhele.machongoane@thehda.co.za
1	The Bid is for the installation of internal water and sewer network for unit 3 and 7 in Meloding, Virginia.
3.5	For location of the works and project data see Project Location in section C3.1.
5.11	The Service Provider shall deliver the Services mentioned hereunder within the time period given: <ul style="list-style-type: none">• Professional Services<ul style="list-style-type: none">➤ Stage 1 – Inception;➤ Stage 2 – Preliminary Designs;➤ Stage 3 – Detailed Designs;➤ Stage 4 – Documentation and Procurement;➤ Stage 5 – Contract Administration and Inspection;➤ Stage 6 – Close Out.

Clause		
	<ul style="list-style-type: none"> • Additional Services <ul style="list-style-type: none"> ➢ Geotechnical Investigations; ➢ Engineering Surveying; ➢ Environmental Management Plan (EMP); ➢ Occupational Health and Safety, and; ➢ Construction Monitoring (Level 2 Monitoring). 	
3.12	Limit of penalties is Ten (10) % of Total 1 as stated in the Activity Schedule.	
3.15	A Programme for the performance of services shall be submitted within 7 days of the award of this contract.	
4.4	Delete and replace with "The Service Provider shall appoint, according to contract, and be paid for work done by its subcontractors (sub-consultants) according to the Pricing Data."	
4.6	Add-Administer construction contract according to "General Conditions of Contract for Construction Work" as issued by the South African Institute of Civil Engineering as amended by Employer.	
4.7	Add new paragraph "The Employer reserves the right, by giving written notice to the Consultant, to stop the progress of a particular project/stage at any time. Should the Employer exercise this right, the Employer will pay the Consultant for work done and expenses incurred only up to the time that the notice was given."	
5.2	Add the paragraph "The Service Provider shall keep strict control of expenditure on the construction contract and of its fee and motivate the reasons if additional funds are to be made available by the Employer. The Service Provider shall report in writing to the Employer in good time so as not to delay the progress of the Works. Financial regulations require that a report be submitted to the Board for approval of additional funds prior to any over-expenditure being incurred. The period required between the reporting of possible over-expenditure and getting approval for it is about 2 months."	
5.4.1	The Service Provider is required to provide the following insurance:	
13.4	Insurance against	Risk in performing professional services (Professional Indemnity cover) and Public Liability insurance.
13.5	Limit of compensation	(i) For Professional Indemnity Insurance the amount equal to the total of the professional fee for the project as entered in the Offer and Acceptance form or the proceeds the consultant is entitled to receive under its insurance, whichever is higher. (ii) Minimum R 5 000 000 per occasion for public liability insurance
	Duration of professional indemnity insurance and duration of liability.	For a period of 3 years after issue of the final report for the whole project.
5.5	The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Commencement of construction stage 2. Appointing Sub Consultants for the performance of any part of the Services	
9.1	Copyright of documents prepared by the Service Provider for any stage of the Project is vested with the Housing Development Agency.	

Clause	
9.3	Change "shall have no right" to "shall have the right".
13.6	Delete this clause.
14	Remuneration and reimbursement shall be as set out in the Pricing Data.
15	Interest determined by applicable law.

PART 2: DATA PROVIDED BY THE SERVICE PROVIDER

Clause		
5.1	The Service provider is:	
5.3	The authorised and designated representative of the Service Provider is:	
	Name:	
	The Service Provider address for receipt of communications is	
	Physical address:	Postal address:
	Telephone:	
	Fax:	
	E-mail:	

THE CONTRACT

PART C2 : PRICING DATA

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR
INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN
MELODING, VIRGINIA.

PART C2 PRICING DATA

C2.1 Pricing Instructions

C2.2 Activity Schedule

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR
INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN
MELODING, VIRGINIA.

C2.1 PRICING INSTRUCTIONS

The services to be provided, to a small extent, follow the Guideline Scope of Service and Tariff of Fees for Persons Registered in terms of the Engineering Profession Act published by the Engineering Council of South Africa in terms of the Engineering Profession Act. The Guidelines have been extensively amended by the Employer.

- The bidder must attach with the submission, methodology and technical approach that outline how services will be provided and calculation of fees based on the project construction cost estimate of R5 000 000.00, using the ECSA Scale of Fees.
- The Employer will only allow the maximum discount offer of 20% due to the following reasons:
 - To avoid comprising quality of work, and;
 - To avoid possible unnecessary Bid Offer adjustment through variations.
- The Bidder must allocate a maximum lump sum bid to each item in the Activity Schedules.
- Activities must be completed to the satisfaction of the client and invoiced on completion of the activity.
- The bid and the total price for each activity may not be exceeded.
- The amounts inserted in the Activity Schedules are deemed to include for all expenses, costs, profit, general obligations etc., necessary to carry out the professional services described in the various documents.
- Amounts due to the Service Provider shall be paid by the client within thirty (30) days of receipt of correct or corrected relevant invoices.
- The Client does not guarantee that the project phases will be completed in one continuous stage. Due to budget constraints, project phases may be implemented in successive financial years.
- The Bidder shall make allowances in the bid fees for escalation in case there is a need.
- The lump sums for the construction stages will be paid based on the percentage paid to the contractor for that stage. If for example at a particular time and for the first construction stage the contractor claims and is paid a cumulative total of 73% of the contract price, the Bidder may claim a cumulative total of 73% of his lump sum fee for that stage.

- The Client reserves the right, by giving written notice to the Bidder, to stop the progress of a particular project stage at any time. Should the Client exercise this right, the client will pay the Bidder for work done and expenses incurred only up to the time that the notice was given.
- The lump sums bidded are deemed to include for the Bidder to act as the lead Consulting Engineer and Principal Agent of the client. The Consultant will be responsible for paying its sub-consultant' fees (if any) and expenses.
- The Lump Sum total fee bidded is the maximum total fee payable for Construction Monitoring for services rendered in terms of the Scope of Work.

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR
INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN
MELODING, VIRGINIA.

C2.2 ACTIVITY SCHEDULE

The activity schedules must be completed in full and all expected costs must be reflected including all costs, expenses and disbursements as described in the pricing instructions. Please refer to the Scope of Works when completing the schedule.

Project Cost Estimate	R5 000 000.00
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TABLE 1 – PROFESSIONAL SERVICES

ITEM	DESCRIPTION	LUMP SUM RAND
1	Stage 1 – Inception Report	
2	Stage 2 – Preliminary Designs	
2	Stage 3 – Detailed Designs	
3	Stage 4 – Documentation and Procurement	
4	Stage 5 – Contract Administration and Inspection	
5	Stage 6 – Close Out	
	Sub –Total 1	
	5% Contingencies	
	Sub-Total 2	
	Vat @ 15%	
	TOTAL FOR PROFESSIONAL SERVICES	

TABLE 2 – ADDITIONAL SERVICES

ITEM	DESCRIPTION	LUMP SUM RAND
1	Geotechnical Investigations	
2	Engineering Surveying	
3	Environmental Management Plan	
4	Occupational Health and Safety	
5	Construction Monitoring (Level 3 Monitoring)	
	Sub -Total 1	
	5% Contingencies	
	Sub-Total 2	
	Vat @ 15%	
	TOTAL FOR ADDITIONAL SERVICES	

TABLE 3 – GRAND TOTAL

DESCRIPTION	AMOUNT
TOTAL FOR PROFESSIONAL SERVICES	
TOTAL FOR ADDITIONAL SERVICES	
GRAND TOTAL (CARRIED TO FORM OF OFFER)	

NAME OF BIDDER : _____

AUTHORIZED SIGNATURE : _____

DATE : _____

THE CONTRACT

PART C3 : SCOPE OF WORKS

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR INSTALLATION OF INTERNAL WATER AND SEWER NETWORK FOR UNIT 3 AND 7 IN MELODING

C3 SCOPE OF WORK

The HDA has been appointed as an Implementing Agent for the Free State Province Integrated Human Settlements Programme by the National Department of Human Settlements (NDoHS), the Free State Department of Human Settlements (FSDoHS) by means of a Memorandum of Agreement and Implementation Protocol. The Free State Integrated Human Settlements (FSIHS) Support Programme has been identified as a Programme in which all 3 Spheres of Government will efficiently and expeditiously work together to overcome systematic and social challenges impacting negatively on the human settlements' service delivery within the Free State Province.

HDA intends to appoint a Professional Service Provider (Consulting Engineer) for Installation of Water and Sewer network at unit 3 and 7 in Meloding, Virginia. The proposed services to be carried out by the Consulting Engineer will entail the following:

- Professional Services
 - Stage 1 – Inception
 - Stage 2 – Concept and Viability (Preliminary Designs);
 - Stage 3 – Design Development (Detailed Designs);
 - Stage 4 – Documentation and Procurement;
 - Stage 5 – Contract Administration and Inspection;
 - Stage 6 – Close Out.

- Additional Services
 - Geotechnical Investigations;
 - Engineering Surveying;
 - Environmental Management Plan (EMP);
 - Occupational Health and Safety, and;
 - Construction Monitoring (Level 3 Monitoring)

The technical information of infrastructure to be constructed will include the following:

- Installation of water and sewer network for 73 sites in Unit 3;
- Installation of water and sewer network for 32 sites in Unit 7, and;
- Connecting the installed water and sewer network to the existing water and sewer network.

ESTIMATED PROJECT DURATION

The project duration is estimated to be not more than 18 months from the appointment of Consulting Engineer to issuing of completion certificate for work done.

SERVICES TO BE PROVIDED BY THE SERVICE PROVIDER

The services to be provided by the Service Provider are detailed as follows:

1. STAGE 1 - INCEPTION

This is defined as establishing client requirements and preferences, refining user needs and options, appointment of necessary consultants, establishing the project brief including project objectives, priorities, constraints, assumptions, aspirations and strategies. Activities under this stage include:

- assisting in developing a clear project brief;
- attending project initiation meetings;
- advising on procurement policy for the project;
- advising on the rights, constraints, consents and approvals;
- defining the services and scope of work required;
- concluding the terms of the agreement with the client;
- inspecting the site and advising on the necessary surveys, analyses, tests and site or other investigations where such information will be required for Stage 2 including the availability and location of infrastructure and services;
- determining the availability of data, drawings and plans relating to the project;
- advising on criteria specific to own scope of work that could influence the project life cycle cost significantly, and;
- providing necessary information within the agreed scope of the project to other consultants involved.

Deliverables at this stage will include:

- Agreed services and scope of work;
- Signed agreement;
- Report on project, site and functional requirements;
- Schedule of required surveys, tests, analyses, site and other investigations, and;
- Schedule of consents and approvals and related lead times.

2. STAGE 2 - CONCEPT AND VIABILITY (ALSO TERMED PRELIMINARY DESIGN)

This is defined as preparing and finalising the project concept in accordance with the brief, including project scope, scale, character, form and function, plus preliminary programme and viability of the project. Activities under this stage include:

- agreeing on documentation programme with principal consultant and other consultants involved;
- attending design and consultants' meetings;
- establishing the concept design criteria;
- preparing initial concept design and related documentation;
- advising the client regarding further surveys, analyses, tests and investigations which may be required;
- establishing regulatory authorities' requirements and incorporate into the design;
- refining and assess the concept design to ensure conformance with all regulatory requirements and consents;
- establishing access, utilities, services and connections required for the design;
- coordinating design interfaces with other consultants involved;
- preparing preliminary process designs; preliminary designs, and related documentation for approval by authorities and client and suitable for costing;
- providing cost estimates and comment on life cycle costs as required, and;

- liaising, co-operating and providing necessary information to the client, principal consultant and other consultants involved.

Deliverables at this stage will include:

- Concept design;
- Schedule of required surveys, tests and other investigations and related reports;
- Process design;
- Preliminary design, and;
- Cost estimates as required.

3. STAGE 3 – DESIGN DEVELOPMENT (ALSO TERMED DETAILED DESIGNS)

This is defined as developing the approved concept to finalise the design, outline specifications, cost plan, financial viability and programme for the project. Activities under this stage include:

- reviewing documentation programme with principal consultant and other consultants involved;
- attending design and consultants' meetings;
- incorporating client's and authorities' detailed requirements into the design;
- incorporating other consultants' designs and requirements into the design;
- preparing design development drawings including draft technical details and specifications;
- reviewing and evaluate design and outline specification and exercise cost control;
- preparing detailed estimates of construction cost;
- liaising, co-operating and providing necessary information to the principal consultant and other consultants involved, and;
- submitting the necessary design documentation to local and other authorities for approval.

Deliverables at this stage will include:

- Design development drawings;
- Outline specifications;
- Local and other authority submission drawings and reports, and;
- Detailed estimates of construction costs.

4. STAGE 4 – DOCUMENTATION AND PROCUREMENT

This is defined as preparing procurement and construction documentation, confirming and implementing the procurement strategies and procedures for effective and timeous procurement of necessary resources for execution of the project. Activities under this stage include:

- attending design and consultants' meetings;
- preparing specifications and preambles for the works;
- accommodating services design;
- checking cost estimates and adjust designs and documents if necessary to remain within budget;
- formulating the procurement strategy for contractors or assist the principal consultant where relevant;
- preparing documentation for contractor procurement;
- reviewing designs, drawings and schedules for compliance with approved budget;
- calling for bids and/or negotiation of prices and/or assist the principal consultant where relevant;

- liaising, co-operating and providing necessary information to the principal consultant and the other consultants as required;
- evaluating bids;
- preparing contract documentation for signature;
- assisting in pricing, documentation and tender evaluation as required when the detailed services for these activities are provided by others, and;
- assessing samples and products for compliance and design intent.

Deliverables at this stage will include:

- Specifications;
- Services co-ordination;
- Working drawings;
- Budget construction cost;
- Tender documentation;
- Tender evaluation report;
- Tender recommendations, and;
- Priced contract documentation.

5. STAGE 5 – CONTRACT ADMINISTRATION AND INSPECTION

This is defined as managing, administering and monitoring the construction contracts and processes including preparation and coordination of procedures and documentation to facilitate practical completion of the works. Activities under this stage include:

- attending site handover;
- issuing construction documentation in accordance with the documentation schedule including, in the case of structural engineering, reinforcing bending schedules and detailing and specifications of structural steel sections and connections;
- carrying out contract administration procedures in terms of the contract;
- preparing schedules of predicted cash flow;
- preparing pro-active estimates of proposed variations for client decision making;
- attending regular site, technical and progress meetings;
- reviewing the Contractor's quality control programme and advise and develop a quality assurance plan;
- inspecting the works for quality and conformity to contract documentation, on average, at least once, every 2 weeks during, the course of the project;
- reviewing the outputs of quality assurance procedures and advise the contractor and client on the adequacy and need for additional controls, inspections and testing;
- adjudicating and resolving financial claims by contractor(s);
- assisting in the resolution of contractual claims by the contractor;
- establishing and maintaining a financial control system;
- clarifying details and descriptions during construction as required;
- preparing valuations for payment certificates;
- progressing Payment (monthly) evaluations and certification of work for payment purposes;
- instructing witness and reviewing all tests and mock ups carried out both on and off site;
- checking and approving contractor drawings for design intent;
- updating and issuing drawings register;
- issuing contract instructions as and when required.;
- reviewing and commenting on operation and maintenance manuals, guarantee certificates and warranties;
- inspecting the works and issue practical completion and defects lists, and;

- arranging for the delivery of all test certificates, statutory (regulatory) and other approvals, as built drawings and operating manuals.

Deliverables at this stage will include:

- Schedules of predicted cash flow;
- Construction documentation;
- Drawings register;
- Estimates for proposed variations;
- Contract instructions;
- Financial control reports;
- Progressive and draft final account(s);
- Practical completion and defects list, and;
- All statutory certification and certificates of compliance as required by the Local and other Statutory Authorities.

6. STAGE 6 – CLOSE-OUT

This is defined as fulfilling and completing the project close-out including necessary documentation to facilitate effective completion, handover and operation of the project. Activities under this stage include:

- inspecting and verifying the rectification of defects;
- receiving, commenting and approving relevant payment valuations and completion certificates;
- facilitating and/or procuring final operations and maintenance manuals, guarantees and warranties;
- preparing and/or procuring as-built drawings and documentation, and;
- concluding the final accounts where relevant.

Deliverables will include:

- Valuations for payment certificates;
- Works and final completion lists;
- Operations and maintenance manuals, guarantees and warranties;
- As-built drawings and documentation, and;
- Final accounts.

7. GEOTECHNICAL INVESTIGATIONS

The aim of the investigation is to characterise the nature and distribution of the geotechnical properties of the site to permit the acceptable design, construction and operation of the proposed works. The investigation must be completed in accordance with South African National Standards and Site Investigation Code of Practice, 1st Edition, South African Institution of Civil Engineering - Geotechnical Division, January, 2010.

8. ENGINEERING SURVEYING

To ensure proper designs of the required services, a surveying must be carried out to determine the location of existing infrastructure and the topography and slopes of the land. The proposed activities to be undertaken include but not limited to:

- Survey with contours and triangulation in 3D DXF and AutoCad format;
- Any information/detail affecting the design should be indicated, such as rivers, outlet ponds, etc.;

- Benchmarks to be established at a minimum of 250mm intervals or as practically dedicated on site, clearly named.

9. ENVIRONMENTAL MANAGEMENT PLAN

An "Environmental Management Plan" is a plan or programme that seeks to achieve a required end state and describes how activities, that have or could have an adverse impact on the environment, will be mitigated, controlled, and monitored. The EMP will address the environmental impacts during the design, construction and operational phases of a project. Due regard must be given to environmental protection during the entire project.

In order to achieve this several environmental specifications/recommendations are made. These are aimed at ensuring that the contractor maintains adequate control over the project in order to:

- Minimise the extent of impact during construction;
- Ensure appropriate restoration of areas affected by construction, and;
- Prevent long term environmental degradation.

The contractor must be made aware of the environmental obligations that are stipulated in this document and declares himself/herself to be conversant of all relevant environmental legislation. The contractor should also be aware that the Environmental Control Officer will monitor the implementation of the procedures.

OBJECTIVES OF THE ENVIRONMENTAL MANAGEMENT PLAN

The EMP has the following goals:

- Identifying those construction activities that may have a detrimental impact on the environment;
- Detailing the mitigation measures that will need to be taken, and the procedures for their implementation;
- Establishing the reporting system to be undertaken during the construction.

The EMP also serves to highlight specific requirements that will be monitored during the development and should the environmental impacts not have been satisfactory prevented or mitigated, corrective action will have to be taken. The document should, therefore, be seen as a guideline that will assist in minimising the potential environmental impact of activities.

Mitigation seeks to find better ways of doing things, by the implementation of practical measures to reduce, limit, and eliminate adverse impacts or enhance project benefits and protect public and individual rights. The EMP also defines the arrangements that will be put in place to ensure that the mitigation measures are implemented by including recommendations of the roles and responsibilities of the project proponent, environmental management team and contractors.

10. CONSTRUCTION MONITORING

Quality Assurance (QA) during construction refers to, engineering activities that are implemented to assure the client that works are highly likely to meet the requirements. This is achieved through a combination of quality control processes that are put in place by the contractor to control its output, and the inspection and acceptance testing that is carried out by the consulting engineer to confirm conformance prior to certification. While the contractor takes the ultimate responsibility for quality and meeting the design requirements, the purpose of quality assurance plan and related construction monitoring, is to inspect and satisfy the client and the consulting engineer that the risk of these requirements not being met, is acceptable.

Construction monitoring means that the client and consulting engineer should agree on a satisfactory arrangement in respect of construction monitoring that suits the type of work, the project location and the duration of the critical aspects of the works. Disagreement regarding the required level of construction monitoring should not be taken lightly and the parties should carefully consider the consequences of non-compliances and related responsibilities, bearing in mind that the consulting engineer has a duty of care, while the client should strive to ensure quality and minimise life-cycle costs.

The level of construction monitoring and the frequency and duration of the site visits must be agreed with the client prior to commencement of the works and should be recorded in the agreement with the client. The level of construction monitoring and activities related to the quality assurance plan, may change during the course of the works to reduce quality related risks and this will require an amendment of the agreement.

Based on the type and discipline of work to be done, the competency and reputation of the contractor required to carry out the work to be done, and the consequence of any non-compliance in implementing this project as one of the Catalytic Projects, a Level 2 (Part-Time) Construction Monitoring is recommended, and it is defined and described below:

A Part-time staff (Resident Engineer) must be seconded to the project by the Service Provider for the duration of the project. The full-time construction monitoring staff shall:

- Maintain a full-time presence on site to constantly review samples of materials and work procedures, for conformity to contract documentation, and review completed work prior to covering up, or on completion, as appropriate;
- Assist with the preparation of as-built records and drawings to the extent required in the agreement with the client, and;
- Where necessary, carry out administration of the project on behalf of the client.

11. OCCUPATIONAL HEALTH AND SAFETY

The Consulting Engineer will be required to undertake duties falling under the Occupational Health and Safety Act No. 85 of 1993 and its 2014 Construction Regulations, on behalf of the client. The services required will include the following:

- Arranging, formally and in writing, for the contractor to provide documentary evidence of compliance with all the requirements of the above Occupational Health and Safety Act, and;
- Execution of the duties of the client, as his appointed agent, as contemplated in the 2014 Construction Regulations of the Occupational Health and Safety Act.

PROJECT TEAM

A qualified and experienced team must be assigned for overseeing successful implementation of this project. The team will comprise the following personnel:

Project Engineer

The Project Engineer will be responsible for the following:

- organizing and controlling project elements;
- Developing project objectives by reviewing project proposals and plans;
- Determining project responsibilities by identifying project phases and elements, assigning personnel to phases and elements;
- Determining project specifications by studying product design, customer requirements, and performance standards.

- Completing technical studies and prepares cost estimates;
- Confirming product performance by designing and conducting tests.
- Determining project schedule by studying project plan and specifications, calculating time requirements, and sequencing project elements;
- Maintaining project schedule by monitoring project progress, coordinating activities, and resolving problems.
- Controlling project plan by reviewing design, specifications, and plan, scheduling changes, and recommending actions.
- Controlling project costs by approving expenditures and administering contractor contracts.
- Preparing project status reports by collecting, analysing, and summarizing information and trends; recommending actions.
- Maintaining safe and clean working environment by enforcing procedures, rules, and regulations, and;
- Contributing to team effort by accomplishing related results as needed.

Project Manager

The Project Manager will be responsible for the following:

- Stage 1 – Project Initiation and briefing

Agreeing client requirements and preferences, assessing user needs and options, appointment of necessary consultants in establishing project brief, objectives, priorities, constraints, assumptions and strategies in consultation with the client.

- Stage 2 – Concept and feasibility

Finalization of the project concept and feasibility

- Stage 3 - Design development

Manage, co-ordinate and integrate the detail design development process within the project scope, time, cost and quality parameters.

- Stage 4 – Tender documentation and procurement

The process of establishing and implementing procurement strategies and procedures, including the preparation of necessary documentation, for effective and timeous execution of the project.

- Stage 5 - Construction documentation and management

The management and administration of the construction contracts and processes, including the preparation and co-ordination of the necessary documentation to facilitate effective execution of the works.

- Stage 6 - Project close out

The process of managing and administering the project closeout, including preparation and co-ordination of the necessary documentation to facilitate the effective operation of the project.

Resident Engineer

The Resident Engineer will be responsible for the following:

- Supervising all project activities;
- Ensuring compliance with all plans and specifications;
- Identifying all errors in plans;
- Ensuring optimal working of construction workers;
- Managing and maintaining accurate site diary and flow of technical information;
- Inspecting all materials;
- assisting in resolving all construction processes and recommending improvement to all construction activities;
- Ensuring compliance to specifications and construction schedule;
- Preparing all progress reports and project schedules, and;
- Ensuring compliance with all health and safety regulations and participating in evaluation of all construction workers.

OHS Practitioner

The OHS Practitioner will be responsible for the following:

- Assist with preparing a construction health and safety plan;
- Confirm submission of necessary documentation to the relevant authorities;
- Attend project planning meetings;
- Assessments and approval of contractor(s) health and safety plans;
- Attend the contractors site handover;
- Attend regular site, technical and progress meetings;
- Facilitate site health and safety meetings;
- Identification of the hazards and risks relevant to the construction project through regular coordinated site inspections;
- Establish and maintain health and safety communication structures and systems, distribution of health and safety specific documents to sub-contractors;
- Compiling project specific emergency response and preparedness plans;
- Testing the effectiveness of the emergency response plans;
- Conduct site safety inductions;
- Evaluate the levels of compliance of subcontractors to the project specific health and safety plan and client specifications through inspections and audits;
- Oversee the reporting and investigation of project related incidents;
- Oversee the maintenance of all records;
- Participation in management reviews of the health and safety systems;
- Use of trends analysis to identify system deficiencies and incident trends, outline relevant improvements;
- Incorporation of changes into a health and safety management system;
- Review and update the health and safety plan, and;
- Development of technical reports in relation to health and safety issues and communicate through presentations to diverse groups of decision makers

HOUSING DEVELOPMENT AGENCY

BID NUMBER: HDA/FS/2020/002

BID DOCUMENT

APPOINTMENT OF A PROFESSIONAL SERVICE PROVIDER (CONSULTING ENGINEER) FOR INSTALLATION OF INTERNAL SERVICES FOR UNIT 3 AND 7 IN MELODING, VIRGINIA.

C3.1 PROJECT LOCATION

The two Informal Settlements, planned for in-situ upgrading, are located within the established township of Meloding, which is on the East side of the town of Virginia in the Free State Province. The layout maps of these informal settlements are attached below:



Co-ordinates of Unit 3 (popularly known as Mahala Park) are S 28° 08' 26.26", E 26° 53' 09.63".



Co-ordinates of Unit 7 (popularly known as Baleseng) are S 28° 08' 27.14", E 26° 53' 27.14".

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.

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General Conditions of Contract

1. Definitions

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his 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.

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

14. Spare parts

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

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

15. Warranty

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

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

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

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

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

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

- 16. Payment**
- 16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.
- 16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon 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 contracts if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.
- 21. Delays in the supplier's performance**
- 21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2 If at any time during performance of the contract, the supplier or its 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 Programme (NIP)	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.