



**LIMPOPO**  
PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

DEPARTMENT OF  
**PUBLIC WORKS, ROADS  
AND INFRASTRUCTURE**

**PUBLIC WORKS, ROADS AND INFRASTRUCTURE**

Tender No LDPWRI-ROADS/20461

**TERMS OF REFERENCE FOR THE APPOINTMENT OF PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS TO CONDUCT MEDICAL SCREENING AND OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR ROAD INFRASTRUCTURE PROJECTS ACROSS 22 MUNICIPALITIES WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS**

**PROCUREMENT DOCUMENT**

The conditions of tender are the Standard Conditions of Tender as contained in Annex F of SANS 294, Construction Procurement Processes, Procedures and Methods. (See Volume 3 The Contract, Part 4 Annexures – Standard Conditions of Tender Annex F).

**DECEMBER 2024**

Issued by:

**THE HEAD OF DEPARTMENT  
DEPARTMENT OF PUBLIC WORKS, ROADS AND  
INFRASTRUCTURE  
PRIVATE BAG X9490  
POLOKWANE  
076**

Name of tenderer: .....

.....

Company Registration No: ...../.....



# LIMPOPO

PROVINCIAL GOVERNMENT  
REPUBLIC OF SOUTH AFRICA

## DEPARTMENT OF PUBLIC WORKS, ROADS & INFRASTRUCTURE

### T1: TENDERING PROCEDURES

#### T1.1 Notice and Invitation to Tender

T1.1.1 The words "tender" and "bid" in this document or any documents referred to in this document are interchangeable and are deemed to have the same meaning, similarly the words "tenderer" and "tendering Service Provider" are interchangeable and are deemed to have the same meaning. Unless inconsistent with the context, the masculine gender includes the feminine and neuter genders and *vice versa*, and the singular includes the plural and *vice versa*. In this document, words and expressions signified in the text by the use of capital initial letters, shall have the meanings defined in the Standard Professional Services Contract except where the context otherwise requires.

T1.1.2 The Government of the Republic of South Africa in its Limpopo Department of Public Works, Roads and Infrastructure invites tenderers for the provision of PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS TO CONDUCT MEDICAL SCREENING AND OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR ROAD INFRASTRUCTURE PROJECTS ACROSS 22 MUNICIPALITIES WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS further fully described in C3 Scope of Services hereof.

#### T1.1.3 COLLECTION OF TENDER DOCUMENTS

☒ Bid documents are available for free download on e-Tender portal  
[www.etenders.gov.za](http://www.etenders.gov.za)

☒ Alternatively; Bid documents may be downloaded from the departmental website:  
[www.limpopo.gov.za](http://www.limpopo.gov.za)

T1.1.4 Queries relating to these documents may be addressed to the Employer's authorised and designated representative who is the departmental programme manager:

**Contact:** Ms Mashamba T  
**Tel no:** 015 284 7927  
**Fax:** N/A  
**Email address:** Mashambat3@dpw.limpopo.gov.za  
**Tel:** 015 284 7000/7030  
**Physical address** :43 Church Street  
POLOKWANE  
0699

T1.1.5 The closing time for receipt of tenders is as advertised in the Tender Bulletin. Telephonic, facsimile, electronic and late tenders will not be accepted.

T1.1.6 Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in T1.2 Tender Data.

	<p><b>T1.2 Tender Data</b></p> <p><b>T1.2.1 Standard Conditions of Tender</b>  The conditions of tender are the <b>Standard Conditions of Tender</b> as contained in <b>Annexure C</b> of the <b>Construction Industry Development Board Standard for Uniformity in Engineering and Construction Works Contracts</b> as per Government Notice No. 423 published in Government Gazette No. 42622 of <b>8 August 2019</b> and as amended from time to time.</p> <p>The Standard Conditions of Tender is not included in this tender document. Tenderers must obtain it on the CIDB's Website at:  <a href="http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx">http://www.cidb.org.za/procurement/procurement_toolbox/cidb_pub/default.aspx</a></p> <p>The Standard Conditions of Tender make several references to the Tender Data for details that apply specifically to this tender. The Tender Data shall have precedence in the interpretation of any ambiguity or inconsistency between it and the Standard Conditions of Tender.</p> <p><b><u>Each item of data given below is cross-referenced to the clauses marked [C] in the Standard Conditions of Tender to which it mainly applies.</u></b></p> <p>By submitting a tender in response to T1.1 Notice and Invitation to Tender above, the tenderer binds themselves to a <i>pactum de contrahendo</i> (contract aimed at conclusion of another contract), the terms of which are contained in the Standard Conditions of Tender and T1.2 Tender Data.</p>
<b>Clause number</b>	<b>Description</b>
	<p>For this Contract the a two envelope system approach is adopted.</p> <p>This procurement document has been formatted and compiled under the headings for a two envelope system approach as contained in table 5 of the CIDB's "Standard for Uniformity in Construction Procurement."</p> <p>The tendering Service Provider's attention is specifically drawn to the T2 Returnable Documents identified in the T2.1 List of Returnable Documents and in the T2.2 Returnable Schedules. The Returnable Documents must be obtained and the Returnable Schedules must be completed by a tenderer when submitting a tender. The tenderer must complete these documents, including the "Offer" document in C1.1 Form of Offer and Acceptance, and deliver their tender back to the Employer bound as it was received.</p> <p><b>The Tender</b></p> <p><b>T1: Tendering Procedures</b></p> <p>    T1.1 Notice and Invitation to Tender</p> <p>    T1.2 Tender Data</p> <p><b>T2: Returnable Documents</b></p> <p>    T2.1 List of Returnable Documents</p> <p>    T2.2 Returnable Schedules</p> <p><b>The Contract</b></p>

	<p>C1: Agreement and Contract Data</p> <p>C1.1 Form of Offer and Acceptance</p> <p>C1.2 Contract Data</p> <p>C2: Pricing Data</p> <p>C2.1 Pricing Assumptions</p> <p>C2.2 Activity Schedule</p> <p>C3: Scope of Services</p>
F.1.1	The Employer is the Government of the Republic of South Africa in its Department of Public Works & Infrastructure.
	<p><b>Only those bidders who satisfy the following eligibility criteria are eligible to submit bids:</b></p> <p>(a) Occupational Health and Safety Consultants companies with experience in medical screening and occupational health and safety in roads infrastructure projects.</p> <p>(b) Only those tenderers who satisfy the pre-qualification criteria, compliance, and minimum functionality detailed elsewhere in the tender data will be considered responsive.</p>
F.2.2	<p><b>Cost of Tendering</b></p> <p>The Employer will not compensate the tenderer for any costs incurred in making any submissions in the office of the Employer.</p>
F.2.7	There is no clarification meeting for this bid.
F.2.9	<b>The employer shall not provide insurance</b>
F.2.13.1	Submit tender document in accordance to the two envelope system , either as a single tendering entity or as a joint venture in accordance to the scope of the work identified in the contract data , unless stated otherwise in the tender data.
F.2.13.2	All returnable documents to be submitted when completing the tender after completing them in their entirety, by writing legibly in non-erasable black ink.
F.2.13.4	<p>Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.</p> <p>Seal the package and state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.</p>
F.2.13.5	<p>Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.</p> <p>Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer.</p>
F.2.13.8	

F.2.13.9	
F.2.13	<p><b>Two Envelope procedure will be followed.</b></p> <p>This is a <b>TWO</b> Envelope submission system.</p> <p>Tenderers must submit two identical proposals (two envelopes) for each bid clearly marked "original" and "copy". First envelope marked original to include technical proposal (original and copy of technical) and the second envelope marked copy to include financial proposal (original and copy of financials).</p> <p>First envelope with the technical proposal including the following:</p> <ul style="list-style-type: none"> <li>▪ A valid Tax Compliance Status with Pin issued by SARS or copy of CSD/ MA Supplier Number.</li> <li>▪ Entity registration Certificate (CK1)</li> <li>▪ A response to the terms of reference.</li> <li>▪ A project plan that states the methodology and approach for accomplishing the task, project phases if applicable, time frames and outputs (excluding cost for the project). profile of the company and description of similar work undertaken,</li> <li>▪ numbers, names and CVs of consultants assigned to the project, including their roles and responsibilities,</li> <li>▪ Signed agreement between service providers in the case of a joint venture/Consortium</li> <li>▪ Letter of authority to sign documents on behalf of the company/joint venture/Consortium.</li> </ul> <p>The second envelope with the financial proposal (pricing schedule (SBD3.3) or other spreadsheets with all cost related items, cost breakdown) (original). No financials should be included in the technical proposal (envelope)</p> <p>The following information must be endorsed on each envelope:</p> <ul style="list-style-type: none"> <li>▪ Bid number:</li> <li>▪ Closing date:</li> <li>▪ Name of the Bidder:</li> <li>▪ Technical Proposal or Financial Proposal.</li> </ul> <p>No electronic submission is permitted.</p> <p>Tenders may only be submitted on the tender documentation that is issued / downloaded. <b>No ring binding is allowed, only stapling and or tape binding is allowed.</b></p> <p><b>The authorization shall be in the form of a written Power of Attorney (Board Resolution).</b></p> <p>A Bid submitted by a Joint Venture shall be signed by all members so as to be legally binding on all members, or by an authorized representative who has a written Power of Attorney signed by each member's authorized representative.</p> <p>Any modifications, revisions, interlineations, erasures, or overwriting shall be valid only if they are signed or initialed by the person signing the Bid.</p> <p>BID documents shall be clearly marked:</p> <p><b>CONTRACT NO: LDPWRI-ROADS/ PROFESSIONAL OCCUPATIONAL HEALTH AND SAFETY CONSULTANTS TO CONDUCT MEDICAL SCREENING AND OCCUPATIONAL HEALTH AND SAFETY SERVICES FOR ROAD INFRASTRUCTURE PROJECTS ACROSS 22 MUNICIPALITIES</b></p>

	<p>WITHIN THE LIMPOPO PROVINCE FOR A PERIOD OF 36 MONTHS. <b>reference number, name and address of the Bidder.</b></p> <p><b>If the envelopes and packages with the BID are not sealed and marked as required, the Client will assume no responsibility for the misplacement, loss, or premature opening of the Bid.</b></p> <p>Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the Tender Data.</p>
F.2.13.5	<p>Tender document shall be submitted as original and copy (bidder to ensure printed document reflect page numbering as advertised).</p> <p>The employer's details and address for delivery of tender offers and identification details that are to be shown on each tender offer package are:</p> <p><b>Location of tender box:</b> Department of Public Works, Roads and Infrastructure,  <b>Coordinates: 23.53.10,68S and 29.26.24,19E</b>  <b>Physical address:</b> Corner Blaauwberg and River Street, Ladanna:</p>
F.2.15	<p>The closing time for submission of tender offers not later than <b>11h00 on the date indicated on the advert. .</b></p> <p>Telephonic, telegraphic, telex, facsimile or e-mailed tender offers will not be accepted.</p>
F.2.16	<p>The tender offer validity period is <b>120 days</b> from bid closing date.</p>
F.2.23	<p>The Tenderer is required to submit with the tender:</p> <ol style="list-style-type: none"> <li>1) A unique security personal identification number (PIN) from SARS which enables the Department to access online real-time verification of a person's tax compliance status with the electronic Tax Compliance Status (TCS) system.</li> <li>2) Refer to Part T2.1 of this Procurement Document for a list of all additional documents that are to be returned with the tender.</li> <li>3) Central Supplier Database registration number.</li> </ol>
F2.24	<p>Canvassing and obtaining of additional information by tenderers:</p> <p>The Tenderer shall not make any attempt either directly or indirectly to canvass any of the Employer's officials or the Employer's agent in respect of their tender, after the opening of the tenders but prior to the Employer arriving at a decision thereon.</p> <p>The Tenderer shall not make any attempt to obtain particulars of any relevant information, other than that disclosed at the opening of tenders.</p>
F2.25	<p>Prohibitions on awards to persons in service of the state The Employer is prohibited to award a tender to a person -</p> <ol style="list-style-type: none"> <li>a) who is in the service of the state; or</li> <li>b) 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</li> </ol> <p><b>In the service of the state</b> means to be -</p> <ol style="list-style-type: none"> <li>a) a member of: - <ul style="list-style-type: none"> <li>• any municipal council;</li> </ul> </li> </ol>

	<ul style="list-style-type: none"> <li>• any provincial legislature; or</li> <li>• the National Assembly or the National Council of Provinces;</li> </ul> <p>b) a member of the board of directors of any municipal entity;</p> <p>c) an official of any municipality or municipal entity;</p> <p>d) an employee of any national or provincial department;</p> <p>e) provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act No.1 of 1999);</p> <p>f) a member of the accounting authority of any national or provincial public entity; or</p> <p>g) An employee of Parliament or a provincial legislature.</p>
F.2.6	<p><b>Acknowledge addenda</b></p> <p>Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.</p>
2.8.1	<p>Queries relating to the issue of these documents may be addressed in writing to Mashamba T, Tel No.: 015 284 7927, e-mail: <a href="mailto:mashambat3@dpw.limpopo.gov.za">mashambat3@dpw.limpopo.gov.za</a>. Within 7 days before tender closing date.</p> <p>The closing time for receipt of tenders is 11h00 hours on date indicated on the Tender Bulletin. Telegraphic, telephonic, telex, facsimile, e-mail and late tenders will not be accepted.</p>
2.8.2	<p>While the Department will make reasonable efforts to communicate any changes to this procurement, Amendments and Clarifications to this procurement will be communicated to bidders. Any queries must be submitted to <a href="mailto:motsopyeni@dpw.limpopo.gov.za">motsopyeni@dpw.limpopo.gov.za</a></p> <p>Tel : 015 284 7126</p>
F.3.9	<p><b>Arithmetical errors, omissions and discrepancies</b></p>
F.3.9.1	<p>Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:</p> <p>a) the gross misplacement of the decimal point in any unit rate;</p> <p>b) omissions made in completing the pricing schedule or bills of quantities; or</p> <p>c) arithmetic errors in:</p> <p style="padding-left: 40px;">i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or</p> <p style="padding-left: 40px;">ii) the summation of the prices.</p>
F.3.9.2	<p>The arithmetical errors shall be corrected in the following manner:</p> <p>a) Where there is a discrepancy between the amounts in words and amounts in Figures, the amount in words shall govern.</p> <p>b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall</p>

	<p>govern, and the unit rate shall be corrected.</p> <p>c) Where there is an error in the total of the prices either as a result of other Corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.</p> <p>The Tender Offer will be rejected if the tenderer does not correct or accept the Correction of the arithmetical error in the manner described above.</p>
F.3.11	<p>The procedure for the evaluation of responsive tenders is Method 1.</p> <p><b>The financial offer will be scored using Formula 1 (option 1) where the value of <math>W_1</math> is 80 where the financial value inclusive of VAT of all responsive tenders received have a value less than R 50 000 000</b></p> <p>Up to 20 tender evaluation points will be awarded to Tenderers who complete the referencing schedule and who are found to be eligible points for the specific goals claimed.</p>
F.3.13.1	<p>Bid offers will only be accepted on condition that:</p> <ul style="list-style-type: none"> <li>a) the bidder has in their possession a unique security personal identification number (PIN) issued by the South African Revenue Services;</li> <li>b) the bidder is registered and active in the CSD</li> <li>c) the bidder or any of its directors is not listed in 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; and</li> <li>d) the bidder has not: <ul style="list-style-type: none"> <li>i. abused the Employer's Supply Chain Management System; or</li> <li>ii. failed to perform on any previous contract and has been given a written notice to this effect; and</li> </ul> </li> <li>e) Has completed the Compulsory Enterprise Questionnaire and there are no conflicts of interest which may impact on the bidder's ability to perform the contract in the best interests of the employer or potentially comprise the bid process.</li> <li>f) the bidder is not in the service of the state</li> </ul> <p>Tender offers will only be accepted if:</p> <ul style="list-style-type: none"> <li>a) The tenderer is registered on the Central Supplier Database (CSD) for the South African government ( see <a href="https://secure.csd.gov.za/">https://secure.csd.gov.za/</a> ) unless it is a foreign supplier with no local registered entity</li> <li>b) The tenderer is in good standing with SARS according to the Central Supplier Database;</li> <li>c) The tenderer is registered with the Construction Industry Development Board in an appropriate contractor grading designation;</li> <li>d) The tenderer or any of its directors/shareholders is not listed on the Register</li> </ul>



	<p>of Tender 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;</p> <p>e) The tenderer has not:</p> <ul style="list-style-type: none"> <li>i) Abused the Employer's Supply Chain Management System; or</li> <li>ii) Failed to perform on any previous contract and has been given a written notice to this effect;</li> </ul> <p>f). The tenderer has completed the Compulsory Declaration and there are no conflicts of interest which may impact on the tenderer's ability to perform the contract in the best interests of the employer or potentially compromise the tender process;</p> <p>g) The tenderer is registered and in good standing with the compensation fund or with a licensed compensation insurer;</p> <p>h) The employer is reasonably satisfied that the tenderer has in terms of the Construction Regulations, 2003, issued in terms of the Occupational Health and Safety Act, 1993, the necessary competencies and resources to carry out the work safely.</p>
F.3.11.2	<b>EVALUATION CRITERIA:</b>
	<p><b>STAGE 1: ADMINISTRATIVE COMPLIANCE</b></p> <p><b>The following documents are to be submitted with the bid:</b></p> <ul style="list-style-type: none"> <li>• Tax compliant CSD detailed report</li> <li>• Certified copy of company registration certificate (eg, Ck, Cm, etc)</li> <li>• Original Certified ID copies of shareholders/directors</li> <li>• Letter from a Health Professional not more than 12 months old from date issue (In case of persons living with disabilities)</li> <li>• Proof of business address/Lease agreement</li> <li>• Most recent financial statements.</li> </ul> <p><b>The following documents are to be submitted with the bid, non-compliance will lead to disqualification:</b></p> <ul style="list-style-type: none"> <li>• Duly completed and signed power of attorney / authority for signatory</li> <li>• Joint Venture Agreement shall be duly completed and signed</li> <li>• Bid document shall be submitted in its original form,</li> <li>• Non adherence to two envelope tendering procedure</li> </ul>

	<ul style="list-style-type: none"><li>• Non completion of pricing schedules</li><li>• Failure to duly sign and complete certificate of non-collusion</li><li>• Completion of the bid document (or returnable schedules) using pencil is a disqualification</li><li>• Failure to complete the bid document in full with a permanent black ink pen (not typed)</li></ul>
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**Stage 2: FUNCTIONALITY**

Functionality will be applied to test the capability and capacity of the tenderer, such criteria are used to establish minimum requirements where after bids will be evaluated solely on the basis of specific goals. Failure to meet minimum functionality score will result in the tenderer being disqualified.

Where applicable:

- (a) The tendering Service Provider has provided the required information/documentation to enable an evaluation panel to perform functionality as described in 6.2(b) and upon scoring, a risk assessment as described in 6.2(c) hereafter and referred to in T2.1 – sub paragraph 3;
- (c) Tender offers are judged by an evaluation panel in terms of functionality, which functionality will be evaluated against the following criteria on a scoring system weighted as indicated:

Eligibility criteria	Sub criteria	Maximum number of points
<b>1.Presentation of the proposal</b>  <b>Bidder understands the brief, approach and methodology to be employed. Outline and insight information provided in the bid document (relevance and accuracy)</b>	<p>A proposal to achieve the objectives. The proposal must provide detail sequence of deliverables or activities and timelines within which all the deliverables will be executed and resources allocated thereof. The presentation of plan must be easy to understand and implement.</p> <ul style="list-style-type: none"><li>▪ If the proposal fully contains detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (30)</li><li>▪ If the proposal contains incomplete detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (15)</li><li>▪ If the proposal does not contain detailed sequence of deliverables, timelines and resources and presentation of the structure of plan (10).</li></ul>	<b>30</b>

		<ul style="list-style-type: none"> <li>If no proposal is submitted (0)</li> </ul>	
	<b>2. Company/Entity's experience in Road Infrastructure projects</b> (For the purpose of this bid the Service Provider will need to provide details of company on previous experience, occupational health - medical screening; occupational health and safety audit services and Hazard Identification and Health Risk Assessment. Provide an overview of your organisation and describe how the team will be structured to deliver the services	<b>Company's number years of experience</b> <ul style="list-style-type: none"> <li>a) Information not provided/not fully provided=0</li> <li>b) 1 to 3 years = 5</li> <li>c) 4 to 6 years 10</li> <li>d) 7+ years= 15</li> </ul> <b>Attached valid appointment letter and reference letter from the client.</b>	15
	<b>3 Professional Construction Health Safety Agent</b> <ul style="list-style-type: none"> <li>Post Graduate Diploma in Health and Safety Management (NQF Level 08 )</li> <li>BSC (Hons) Construction Health and Safety</li> </ul> Registration with SCAPCMP as an Agent.	<b>Experience Construction Projects as a Safety Agent</b> <ul style="list-style-type: none"> <li>(a) 0 years = (0)</li> <li>(b) 1-2 years = (5)</li> <li>(c) 3-5 years = (10)</li> <li>(d) 6 years and above (15)</li> </ul> <b>(Detailed CV with specified construction projects and the project duration)</b>	15
	<b>3 Occupational Medical Practitioner –</b> <ul style="list-style-type: none"> <li>MBChB degree</li> <li>A post graduate diploma in Occupational Medicine</li> <li>Valid HPCSA registration as a Occupational Medical Practitioner</li> </ul>	<b>Experience in occupational health medicine in Construction Projects</b> <ul style="list-style-type: none"> <li>(e) 0 years = (0)</li> <li>(f) 1-2 years = (5)</li> <li>(g) 3-5 years = (10)</li> <li>(h) 6 years and above (15)</li> </ul> <b>(Detailed CV with specified construction projects and the project duration)</b>	15

Eligibility criteria	Sub criteria	Maximum number of points
<b>4. Occupational Health Nurse</b> <ul style="list-style-type: none"> <li>NFQ 6 Nursing Science</li> <li>Occupational Health Diploma</li> <li>Registered as Professional Nurse</li> <li>Registration with South African Nursing Council</li> </ul>	<b>Experience as Occupational Health Nurse</b> <ul style="list-style-type: none"> <li>a) Information not provided/not fully provided=0</li> <li>b) 1-2 years =(2)</li> <li>c) 3-5 years =(3)</li> <li>d) 6 years and above( 5)</li> </ul> <b>(Detailed CV with specified occupational health related work and the project duration)</b>	5
<b>5. Occupational Safety Officer 1</b> <ul style="list-style-type: none"> <li>National Diploma in Safety Management</li> </ul> Registered construction Health and Safety Officer (SACPCMP)	<b>Experience as Occupational Safety Officer</b> <ul style="list-style-type: none"> <li>a) Information not provided/not fully provided=0</li> <li>b) 1-2 years = (3)</li> <li>c) 3-5 years = (5)</li> <li>d) 6 years and above (10)</li> </ul> <b>Detailed CV with specified occupational health related work and the project duration)</b>	10
<b>6. Occupational Safety Officer 2</b> <ul style="list-style-type: none"> <li>National Diploma in Safety Management</li> </ul> Registered construction Health and Safety Officer (SACPCMP)	<b>Experience as Occupational Safety Officer</b> <ul style="list-style-type: none"> <li>a) Information not provided/not fully provided=0</li> <li>b) 1-2 years = (3)</li> <li>c) 3-5 years = (5)</li> <li>d) 6 years and above (10)</li> </ul> <b>Detailed CV with specified occupational health related work and the project duration)</b>	10
<b>Total Points</b>		<b>100</b>
<b>Minimum functionality score to qualify for further evaluation:</b>		<b>75%</b>
Tenderers who fail to achieve the minimum functionality score will be rendered as non- responsive and will not be further considered.		

<b>Stage 3: Calculation of points for specific goals status</b>
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Points shall be awarded to a bidder for specific goals in accordance with the table attached to returnable documents. The points scored for specific goals shall be in case of bidders scoring the same points to break the tie.
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**PUBLIC WORKS, ROADS AND INFRASTRUCTURE**

**LDPWRI-ROADS / 20461**

**T.2: List of returnable documents**

The tender must complete the following returnable document:

**T.2.1 List of returnable documents that form part of the tender evaluation**

- T.2.1(a) Certificate of Authority
- T.2.1(c) Record of Addenda to Tender Documents if applicable
- T.2.1(d) Specific Goals Status
- T.2.1(e) Certificate of non-collusive tender
- T.2.1(f) Certificate of independent bid determination
- T.2.1(h) Compliance with occupational health and safety
- T.2.1(i) Compulsory Enterprise Declaration
- T.2.1(j) Declaration of tenderers past supply chain management practices
- T.2.1(k) Bidders Disclosure
- T.2.1(m) Schedule of the bidder's previous relevant experience
- T.2.1(n) Qualification and experience of the key personnel

**T.2.2. Other documents required for tender evaluation purposes**

The tenderer must provide the following returnable documents:

- T.2.2(a) Tax compliance CSD detailed report not older than one month before the tender closing date
- T.2.2(b) Certified Copy of company registration certificate (eg, Ck, Cm, etc)
- T.2.2(c) Certified ID copies of shareholders/directors
- T.2.2(d) Letter from a Health Professional (In case of persons living with disabilities)
- T.2.2(e) Proof of business address/Lease agreement (in the name of the bidding entity)
- T.2.2(f) Suitable audited annual financial statements for the preceding financial year within 12 months of the financial year end
- T.2.2(g) A letter of Good Standing from the Compensation Fund or a licensed insurer as contemplated in the Compensation for Occupational Injuries and Diseases Act 1993 (Act No. 130 of 1993)

**T.2.3. Documentation to demonstrate eligibility to have tenders evaluated**

- T.2.3(a) Company organogram and experience
- (b) Qualifications & experience of the Bidder's proposed key personnel.

**T.2.4. Other documents that may be incorporated into the contract**

## T.2. Returnable Schedules

**NB. Additional documentation including certificates shall be submitted**

### T.2.1(a): Certificate of Authority

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

A Company	B Partnership	C Joint Venture	D Sole Proprietor	E Close Corporation

#### A. 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  
of.....,was authorised to sign all documents in connection  
with this tender and any contract resulting from it on behalf of the company.

As witness

1.....  
Chairman

2.....  
Date

#### B. Certificate of 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 tender for

Contract.....and any contract resulting from it on our  
behalf.

NAME	ADDRESS	SIGNATURE	DATE

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.

### C. Certificate for sole proprietor

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

As Witness:



1.....

.....  
Signature: Sole owner

2.....

.....  
Date

#### **D. Certificate for Close Corporation**

We, the undersigned, being the key members in the business trading as.....hereby authorise Mr/Mrs.....

Acting in the capacity of....., to sign all documents in connection with the tender for Contract No:.....and any contract resulting from it on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

NOTE: This certificate is to be completed and signed by all the key members upon whom rests the direction of the affairs of the Close Corporation as a whole

#### **E: Certificate of Authority for Joint Ventures**

This Returnable Schedule is to be completed by joint ventures.

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorise Mr/Ms....., authorised signatory of the company ....., acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract..... and any other contract resulting from it on our behalf.

This authorisation is evidenced by the attached power of attorney signed by legally authorised signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME & CAPACITY
Lead partner		
JV partner 1		
JV partner 2		
JV partner 3		
JV partner 4		

**T.2.1(b): Record of Addenda to tender documents**

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

	Date	Title or Details
1.		
2.		
3.		
4.		

5.		
6.		
7.		
8.		
9.		
10.		

**SIGNED ON BEHALF OF BIDDER:** .....

**T.2.1(d): Specific Goals status**

**Preamble**

1. In terms of Regulations 4(2); 5(2); 6(2) and 7(2) of the Preferential; Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals in table 1 below as may be supported by proof/documentation stated in the conditions of this tender.
2. In cases where organs of intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the of –
  - a. an invitation for the tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
  - b. any other invitation for tender, that either 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable

preference point system, then the organ of state must indicate the points allocated for specific goals for both the 80/20 and 90/10 preference system.

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) (To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994	6	
Women	3	
Disabled Persons	2	
Promotion of SMMEs	2	
Enterprises located in Limpopo Province and or District	4	
Promotion of youth	1	
Promotion of South African owned enterprise	2	

#### DECLARATION WITH REGARD TO COMPANY/FIRM

Name of company/firm.....

Company registration number.....

Type of Company/firm

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

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

- i. The information furnished is true and correct;
- ii. The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii. In the event of a contract being awarded as a result of points claimed as shown in paragraph 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;
- iv. In the specific goals have been claimed on a fraudulent basis or any of the conditions of contract have been fulfilled, the organ of state may, in addition to any other remedy it may have –
  - a. disqualify the person from the tendering process;
  - b. recover costs, losses or damages it has incurred or suffered as a result of that person's

conduct;

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

.....  
SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

### T.2.1(e): Compulsory Declaration

The following particulars must be furnished. In the case of a joint venture and Consortium, each partner must complete and submit both declaration as attached next page

#### Section 1: Enterprise Details

Name of enterprise:	
Contact person:	
Email:	
Telephone:	
Cell no	
Fax:	
Physical address	
Postal address	

#### Section 2: Particulars of companies and close corporations

Company / Close Corporation registration number	
---	--

#### Section 3: SARS Information

Tax reference number	
VAT registration number:	State Not Registered if not registered for VAT

#### Section 4: CIDB registration number

CIDB Registration number (if applicable)	N/A TO THIS BID
--	-----------------

#### Section 5: National Treasury Central Supplier Database

Supplier number	
Unique registration reference number	

#### Section 6: Particulars of principals

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

Full name of principal	Identity number	Personal tax reference number


### Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| a member of any municipal council                                     | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature                                |   |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity   |
| a member of the board of directors of any municipal entity            | an employee of Parliament or a provincial legislature   |
| an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 8: Record of family member in the service of the state

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |   |  |
|---|--|
| a member of any municipal council                                     | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature                                |  |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity  |
| a member of the board of directors of any municipal entity            | an employee of Parliament or a provincial legislature  |
| an official of any municipality or municipal entity                   |  |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

#### Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes                      No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

#### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in



excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

SIGNED ON BEHALF OF BIDDER: .....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

T.2.1(F): Compulsory Declaration (Cont. for JV parties)

The following particulars must be furnished. **By both parties In the case of a joint venture**

**Section 1: Enterprise Details**

<b>Name of enterprise:</b>	
<b>Contact person:</b>	
<b>Email:</b>	
<b>Telephone:</b>	
<b>Cell no</b>	
<b>Fax:</b>	
<b>Physical address</b>	
<b>Postal address</b>	

**Section 2: Particulars of companies and close corporations**

<b>Company / Close Corporation registration number</b>	
--	--

**Section 3: SARS Information**

<b>Tax reference number</b>	
<b>VAT registration number:</b>	<i>State Not Registered if not registered for VAT</i>

**Section 4: CIDB registration number**

<b>CIDB Registration number (if applicable)</b>	<b>N/A TO THIS BID</b>
---	------------------------

**Section 5: National Treasury Central Supplier Database**

<b>Supplier number</b>	
<b>Unique registration reference number</b>	

**Section 6: Particulars of principals**

**principal:** means a natural person who is a partner in a partnership, a sole proprietor, a director of a company established in terms of the Companies Act of 2008 (Act No. 71 of 2008) or a member of a close corporation registered in terms of the Close Corporation Act, 1984, (Act No. 69 of 1984).

<b>Full name of principal</b>	<b>Identity number</b>	<b>Personal tax reference number</b>


### Section 7: Record in the service of the state

Indicate by marking the relevant boxes with a cross, if any principal is currently or has been within the last 12 months in the service of any of the following:

- |   |   |
|---|---|
| a member of any municipal council                                     | an employee of any department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act of 1999 (Act No. 1 of 1999) |
| a member of any provincial legislature                                |   |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity   |
| a member of the board of directors of any municipal entity            | an employee of Parliament or a provincial legislature   |
| an official of any municipality or municipal entity                   |   |

If any of the above boxes are marked, disclose the following:

Name of principal	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 8: Record of family member in the service of the state

**family member:** a person's spouse, whether in a marriage or in a customary union according to indigenous law, domestic partner in a civil union, or child, parent, brother, sister, whether such a relationship results from birth, marriage or adoption

Indicate by marking the relevant boxes with a cross, if any family member of a principal as defined in section 5 is currently or has been within the last 12 months been in the service of any of the following:

- |   |  |
|---|--|
| a member of any municipal council                                     | an employee of any provincial department, national or provincial public entity or constitutional institution within the meaning of the Public Finance Management Act, 1999 (Act 1 of 1999) |
| a member of any provincial legislature                                |  |
| a member of the National Assembly or the National Council of Province | a member of an accounting authority of any national or provincial public entity  |
| a member of the board of directors of any municipal entity            | an employee of Parliament or a provincial legislature  |
| an official of any municipality or municipal entity                   |  |

Name of family member	Name of institution, public office, board or organ of state and position held	Status of service (tick appropriate column)	
		Current	Within last 12 months

\*insert separate page if necessary

### Section 9: Record of termination of previous contracts with an organ of state

Was any contract between the tendering entity including any of its joint venture partners terminated during the past 5 years for reasons other than the employer no longer requiring such works or the employer failing to make payment in terms of the contract.

Yes                      No (Tick appropriate box)

If yes, provide particulars (insert separate page if necessary)

### Section 10: Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the tendering entity confirms that the contents of this Declaration are within my personal knowledge, and save where stated otherwise in an attachment hereto, are to the best of my belief both true and correct, and:

- i) neither the name of the tendering entity or any of its principals appears on:
  - a) the Register of Tender Defaulters established in terms of the Prevention and Combating of Corrupt Activities Act of 2004 (Act No. 12 of 2004)
  - b) National Treasury's Database of Restricted Suppliers (see [www.treasury.gov.za](http://www.treasury.gov.za))
- ii) neither the tendering entity or any of its principals has within the last five years been convicted of fraud or corruption by a court of law (including a court outside of the Republic of South Africa);
- iii) any principal who is presently employed by the state has the necessary permission to undertake remunerative work outside such employment (attach permission to this declaration);
- iv) the tendering entity is not associated, linked or involved with any other tendering entities submitting tender offers
- v) has not engaged in any prohibited restrictive horizontal practices including consultation, communication, agreement, or arrangement with any competing or potential tendering entity regarding prices, geographical areas in which goods and services will be rendered, approaches to determining prices or pricing parameters, intentions to submit a tender or not, the content of the submission (specification, timing, conditions of contract etc) or intention to not win a tender;
- vi) has no other relationship with any of the tenderers or those responsible for compiling the scope of work that could cause or be interpreted as a conflict of interest;
- vii) neither the tenderer or any of its principals owes municipal rates and taxes or municipal service charges to any municipality or a municipal entity and are not in arrears for more than 3 months;
- viii) SARS may, on an on-going basis during the term of the contract, disclose the tenderer's tax compliance status to the Employer and when called upon to do so, obtain the written consent of any subcontractors who are subcontracted to execute a portion of the contract that is entered into in

excess of the threshold prescribed by the National Treasury, for SARS to do likewise.

SIGNED ON BEHALF OF BIDDER: .....

NOTE 1 The Standard Conditions of Tender contained in SANS 10845-3 prohibits anticompetitive practices (clause 3.1) and requires that tenderers avoid conflicts of interest, only submit a tender offer if the tenderer or any of his principals is not under any restriction to do business with employer (4.1.1) and submit only one tender either as a single tendering entity or as a member in a joint venture (clause 4.13.1). Clause 5.7 also empowers the Employer to disqualify any tenderer who engages in fraudulent and corrupt practice. Clause 3.1 also requires tenderers to comply with all legal obligations.

NOTE 2: Section 30(1) of the Public Service Act, 1994, prohibits an employee (person who is employed in posts on the establishment of departments) from performing or engaging remunerative work outside his or her employment in the relevant department, except with the written permission of the executive authority of the department. When in operation, Section 8(2) of the Public Administration Management Act, 2014, will prohibit an employee of the public administration (i.e. organs of state and all national departments, national government components listed in Part A of Schedule 3 to the Public Service Act, provincial departments including the office of the premier listed in Schedule 1 of the Public Service Act and provincial departments listed in schedule 2 of the Public Service Act, and provincial government components listed in Part B of schedule 3 of the Public Service Act) or persons contracted to executive authorities in accordance with the provisions of section 12A of the Public Service Act of 1994 or persons performing similar functions in organs of state from conducting business with the State or to be a director of a public or private company conducting business with the State. The offence for doing so is a fine or imprisonment for a period not exceeding 5 years or both. It is also a serious misconduct which may result in the termination of employment by the employer.

NOTE 3: Regulation 44 of Supply Chain Management regulations issued in terms of the Municipal Finance Management Act of 2003 requires that organs of state and municipal entities not award a contract to a person who is the service of the state, a director, manager or principal shareholder in the service of the state or who has been in the service of the state in the previous twelve months.

NOTE: 4: Regulation 45 of Supply Chain Management regulations requires a municipality or municipal entity to disclose in the notes to the annual statements particulars of any award made to a close family member in the service of the state.

NOTE: 5 Corrupt activities which give rise to an offence in terms of the Prevention and Combating of Corrupt Activities Act of 2004) include improperly influencing in any way the procurement of any contract, the fixing of the price, consideration or other moneys stipulated or otherwise provided for in any contract and the manipulating by any means of the award of a tender.

NOTE: 6 Section 4 of the Competition Act of 1998 prohibits restrictive horizontal practice including agreements between parties in a horizontal relationship which have the effect of substantially preventing or lessening competition, directly or indirectly fixing prices or dividing markets or constitute collusive tendering. Section 5 also prohibits restrictive vertical practices. Any restrictive practices that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties.

### T.2.1(g): Audited Annual Financial Statements Declaration

The undersigned, who warrants that he / she is duly authorised to do so on behalf of the respondent, confirms that:

- 1) The enterprise's financial year end is .....
- 2) The enterprise's financial statements have been prepared in accordance with the provisions of the Companies Act of 2008 or the Close Corporation Act of 1984, as applicable
- 3) The enterprise has compiled its financial accounts [tick one box]:  
☐ internally ☐ independently
- 4) The following statement applies to the enterprise [tick one box and provide relevant information]  
☐ enterprise has had its financial statements audited;  
name of auditor .....  
☐ enterprise is required by law to have an independent review of its financial statements  
name of independent reviewer .....  
☐ enterprise has not had its financial statements audited and is not required by law to have an independent review or audit of such statements
- 5) The attached income statement and balance sheet is a true extract from the financial statements complying with applicable legislation for the preceding financial year within 12 months of the financial year end.  
  
*[Attach the income statement and the balance sheet contained in the financial statement]*
- 6) The annual turnover for the last financial year is R .....
- 7) The total assets as at the end of the last financial year is R .....  
.....
- 8) The total liabilities as at the end of the financial year is R .....  
.....

I hereby declare that the contents of this Declaration are within my personal knowledge, and save where stated otherwise are to the best of my belief both true and correct.

Signed	Date
Name	Position
Tenderer	

### T.2.1(i): Schedule of The Bidder's Previous Relevant Experience

The following is a statement of **similar** work successfully executed by myself/ourselves:

Employer, contact person and telephone number	Description of contract	Value of work Inclusive of VAT (Rand)	Date Completed

**NOTE:** In order for the Bidder to claim points for Experience under Functionality for the above listed projects, the Bidder must attach the following proof for each of the projects:

- Copy of signed and dated Appointment Letter and referral letter from the client.

SIGNED ON BEHALF OF BIDDER:



**T.2.1(): QUALIFICATIONS AND EXPERIENCE OF KEY PERSONNEL**

Tenderers complete the table below in respect of the key personnel who will be engaged on the project. Curricula Vitae, including the relevant certificates, to support the stated information must be attached. Only one person may be entered against each category. No person may fill two categories. Key staff must be in the direct employ of the Tenderer.

Qualifications (degrees, diplomas, grades of membership of professional societies and professional registrations) – attach certified copies of professional registrations and qualification

Designation	Name / Prof. Status	Experience
	Prof. Reg. No. / Date	Initial qualification and year obtained
Professional Construction Health and Safety Agent		
Occupational Medical Practitioner		
Occupational Health Nurse		
Occupational Health Safety Officer 1		
Occupational Health Safety Officer 2		

**SIGNED ON BEHALF OF THE TENDERER:** .....

## **T.2.1(m): CERTIFICATE OF NON-COLLUSIVE TENDER**

### **1 IN THE CASE OF A SINGLE CONSULTING COMPANY:**

I/We certify that this is a bona fide tender.

I/We also certify that I/We have not done and I/We undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract.

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any other person;
- b) communicate to a person other than the person calling for these tenders the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain the insurance-premium quotations required for preparation of the tender;
- c) cause or induce any other person to communicate to me/us the amount or approximate amount of any rival tender for this contract;
- d) enter into any agreement or arrangement with any other person to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any other person to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to pay or to give any sum of money or valuable consideration directly or indirectly to any person for doing or having done or causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons, body of persons or association, whether corporate or not, and the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not.

**SIGNED ON BEHALF OF TENDERER:** .....

### **2 IN THE CASE OF A CONSORTIUM OF CONSULTING CONCERNS:**

We certify that this is a bona fide tender.

We also certify that we have not done and we undertake not to do any of the following at any time before the hour and date specified for the closure of submission of tenders for this contract:

- a) Fix or adjust the amount of this tender by or under or in accordance with any agreement or arrangement with any person outside this consortium;
- b) communicate to a person outside this consortium other than the person calling for these tenders, the amount or approximate amount of the proposed tender, except when the confidential disclosure of the approximate amount of the tender is necessary to obtain insurance premium quotations required for preparation of the tender;
- c) cause or induce any person outside this consortium to communicate to us the amount or approximate amount of any rival tender for this contract.
- d) enter into any agreement or arrangement with any person outside this consortium to induce him to refrain from tendering for this contract, or to influence the amount of any tender or the conditions of any tender to be submitted, nor cause or induce any person outside this consortium to enter into any such agreement or arrangement;
- e) offer or pay or give or agree to give any sum of money or valuable consideration directly or indirectly to any person outside this consortium for doing or having done or

causing or having caused to be done in relation to any tender or proposed tender for this contract, any action similar to those described above.

In this certificate the term "person" includes juristic or natural persons, body of persons or association, whether corporate or not, the term "agreement or arrangement" includes any agreement or arrangement, whether formal or informal and whether legally binding or not, and the term "person outside this consortium" means, when the consortium is a partnership, a person other than a partner or an employee of a partner or the partnership, or when the consortium is a company, a person other than a person or company holdings shares in the consortium, or any employee of such a person, company or the consortium.

**SIGNED ON BEHALF OF TENDERER:** .....

### **T.2.1(n): CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a per 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 must be completed and submitted with the bid:

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

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

### **CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

---

(Bid Number and Description)  
in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)  
do hereby make the following statements that I certify to be true and complete in every respect:

I certify, on behalf of

\_\_\_\_\_, tha

t: (Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
- 3 I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and

conditions or delivery particulars of the products or services to which this bid invitation relates.

9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

<sup>3</sup> **Joint venture or Consortium means an association of persons for the purpose of combining their expertise, property, capital, efforts, skill and knowledge in an activity for the execution of a contract.**

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

## C1.2 CONTRACT SPECIAL CONDITIONS

### C1.2.1 Contract Specific Data

The form of Contract to be used is the General Conditions of Contract (GCC)

#### Part 1: Data provided by the Employer

Description
The employer is the Limpopo Department of Public Works, Roads and Infrastructure
The Project is <b>APPOINTMENT OF PROFESSIONAL OCCUPATIONAL HEALTH - MEDICAL SCREENING; OCCUPATIONAL HEALTH AND SAFETY AUDIT SERVICES AND HAZARD IDENTIFICATION AND HEALTH RISK ASSESSMENT FOR ROAD MAINTAINENCE PROJECTS ACROSS 22 MUNICIPALITIES WITHIN LIMPOPO PROVINCE FOR A PERIOD OF 3 YEARS</b>
The Service Provider may not release public or media statements or publish material to the Services or Project under any circumstances
The programme shall be submitted within 14 days after the date of the Project handover.
The Service Provider shall update the programme at intervals not exceeding 12 weeks
The Service Provider might be required to assist in the obtaining of approvals, licenses and permits from state, regional and municipal authorities having jurisdiction over the Project.
The Service Provider is required to obtain the Employer's prior approval in writing before taking any of the following actions: 1. Appointment of sub-consultants
The Service Provider/s must guarantee the presence of the project team throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If a team member has to leave the project, a period of at least a month is required in which the a team member must work parallel with the next person (with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge
The Service Provider is requested to provide personnel in accordance with the provisions of clause 7.2 and complete the Personnel Schedule.
The Service Provider is to commence the performance of the Service within 14 days of the date of the Project handover.
The period of suspension under clause 8.5 is not to exceed one (1) month.
Copyright of documents prepared for the Project shall be vested with the Employer.
Interim settlement of disputes is to be by adjudication
Final settlement is by arbitration
The adjudicator is the person appointed by the CEO of CIDB
In the event that the parties fail to agree on an arbitrator, the arbitrator is nominated by the President of the Law Society of South Africa
All persons in a joint venture or consortium shall carry a minimum professional indemnity insurance of not less the tendered basic fee.
Neither the Employer nor the Service Provider is liable for any loss or damage resulting from any occurrence unless a claim is formally made within 12 months from the date of termination or completion of the Contract.
The provisions of clause 13.6 do not apply to the Contract.
The Service Provider/s must guarantee the presence of the project team throughout the duration of the contract. Prior to the appointment of a replacement, the Programme Manager must approve such appointment. If a team member has to leave the project, a period of at least a month is required in which the a team member must work parallel with the next person (with similar expertise and equal years of experience) appointed to be able to transfer skills and knowledge

Description
Work is to be carried for a period of 36 Months across assigned road maintenance project linked to a municipality . Commencement date and end date of the contract will be linked to the dates for the project assigned to.
comprehensive fixed costing must be provided inclusive of all disbursement costs, expenses and VAT
LDPWRI reserves the right to negotiate price with recommended service provider identified in the evaluation process without offering the same opportunity to any other bidder (s) who have not been recommended.

### 1. PURPOSE AND BACKGROUND

The Limpopo Department of Public Works, Roads and Infrastructure (LDPWRI) is charged with the mandate of road maintenance and implementation of roads projects across 05 Districts. Road maintenance teams of the Department are responsible for carrying out blacktop patching activities on bituminous surfaced roads. These activities include the repair of potholes, edge breaks, surface failures, crack sealing and so forth.

The National Department of Transport (DoT) launched the S'hamba Sonke Programme (SSP) in April 2011, dedicated to road maintenance on secondary roads and rural roads, with particular emphasis on repairing potholes, using labour-intensive methods of construction and maintenance.

The SSP, through the Provincial Roads Maintenance Grant (PRMG), consists of three budget components. The largest component enables provinces to expand its maintenance activities. The other components allow provinces to repair roads damaged by floods and to rehabilitate roads for coal haulage.

The Programme provides a set of principles to guide the prioritisation of infrastructure investments to maximise the economic impact and development multipliers for maintaining and upgrading South Africa's provincial road network. Furthermore, it introduces road construction and maintenance methodologies that are specifically designed to create jobs, to support enterprise and co-operative development and to build the productive assets of poorly resourced communities on an unprecedented scale.

The LDPWRI has committed itself to utilise the infrastructure investments to maximise employment opportunities and improve livelihoods of disadvantaged people in the Province. As a derivative of the S'hamba Sonke Programme, the Department implements the household based routine maintenance projects to address backlog of road maintenance by improving the livelihood of rural communities. These projects are implemented by successful contractors each financial year and are linked to municipalities.

The Department invites proposals from service providers that can render occupational health services and medical screening to beneficiaries in Household Routine Road Maintenance Projects implemented by the Department.

### 2. SCOPE OF WORK

The scope of work is in line with the Department's Philosophy of Zero Harm and Accident Prevention, in order to identify and stipulate the arrangements and procedures between the Principal Contractor and Contractor in order to ensure that the Contractor and their Contractors comply with all the Client's OHS specifications along with all applicable legislative requirements on the programme.

Legislative requirements are mandatory by Law and ignorance of the Law and its regulations are not an excuse. The Contractor and his Contractors shall therefore be monitored to ensure compliance with all applicable legislative requirements.

The LDPWRI envisage to appoint **22 professional occupational health consultant** to provide occupational health and safety, and medical screening across the twenty two (22) municipalities grouped as follows:



ITEM NO	LOCAL MUNICIPALITY
1.	Musina
2.	Makhado
3.	Thulamela
4.	Collins Chabane
5.	Senwabarwana
6.	Molemole
7.	Letaba
8.	Mokgalakwena
9.	Lepelle Nkumpi
10.	Polokwane
11.	Senwabarwana
12.	Elias Motsoaledi
13.	Ephraim Mogale
14.	Fetakgomo Tubatse
15.	Thabazimbi
16.	Lephalale
17.	Modimolle -Mokgophong
18.	Bela -Bela
19.	Giyani
20.	Ba-Phalaborwa
21.	Maruleng
22.	Tzaneen

#### NOTES:

*The awarding of the Tender shall be limited to only one municipality per bidder. However, the Department reserves the right to award one bidder more than one Municipality on condition that there are no sufficient recommendable bidders.*

The services required are as follows:

#### 2.1 CONSTRUCTION PERMIT APPLICATION

Application of Construction Permits in terms of Regulation 3 (2) of the Construction Regulation, 2014

#### 2.2 MEDICAL CERTIFICATE OF FITNESS

Medical screening (entry, periodic and exit medical assessments) based on HIHRA shall be conducted using physical and clinical examinations (by the Occupational Medical Practitioner) and diagnostic tests; with and reporting of the assessments and diagnostic tests.

Issuing of Medical Certificate of Fitness (COF) as per Occupational Health and Safety Act, 85 of 1993 and Construction Regulation 2014.

Ensure operators of machinery complete a daily pre-start checklist before work commences and that are in possession of a valid Medical Certificate issued by an Occupational Medical Practitioner and the operator is in possession of a Competency Certificate for the Machine he/she operates.

Ensure an appropriate referral system is in place for workers. Non-occupational health related problems shall be discussed with the individual and referred to appropriate private or public health care providers at own cost of individual.

Ensure proper occupational health record keeping and allow access to health records by the LDPWRI. Good practice for health records management (in particular occupational health records – noting the confidentiality of health records/ occupational health records) must be adhered to.

Provide feedback and reports to the individuals, groups (anonymised data) and management (anonymised data) at time intervals and meetings determined by the LDPWRI.

## **2.3 TRAINING**

Monitor that the Contractor's employees are adequately trained and experienced to perform their work. Where semi-skilled employees are employed, adequate supervision must be provided to maintain standards of work and to ensure compliance with OHS standards on the Project.

Ensure that all employees undergo formal OHS Induction prior to commencing on the Project.

Ensure that all Contractor's employees are in possession of valid licenses and/or certificates of the correct codes where machinery or plant is utilised. Proof of these licenses and/or certificates to be kept in the Contractors OHS File.

Oversee that supervisors have attended an OHS Legal Liability course and any other requirement the Client imposes in their OHS specification.

Ensure that the Contractor's Health and Safety (CHS) Officers have at least 2 years experience in the Health, Safety and Environmental construction field with a minimum of a Diploma in Safety Management or Environmental Health , and registered with South African Council for Project and Construction Management Profession (SACMCMP) as required by the OHS Act 85 of 1993, CR 2014.

## **2.4 ACCIDENT / INCIDENT PROCEDURES**

Ensure that the Contractor has a sufficient number of trained first aiders available on site for the duration of the Project. It is a requirement to have at least one Level 2 trained First Aider for every 50 employees.

Ensure that suitable first aid facilities are provided for the work to be performed. The number of first aid facilities and type of equipment will also be determined by the legislative and Project requirements.

Ensure that the Contractor has a suitable Accident Procedure drawn up for the duration of the Project.

Ensure that the Contractor and its contractors accidents, incidents, injuries and near misses are reported to the LDPWRI at the soonest convenience as stipulated.

Ensure that the Contractor informs the (relevant authorities i.e. Department of Labour, Department of Minerals and Energy, etc.) of any Serious or Reportable Incidents which may occur in terms of the applicable legislation. All correspondence to the (Relevant Authorities) regarding these incidents must be copied and submitted to the LDPWRI.

Ensure that the Contractor reports each month on No. of work related injuries for the relevant month as well as the classification of the injuries. Each accident / incident shall be investigated by the Contractor, root causes needs to be determined and the corrective / preventative measures shall be determined by the Root Cause. Corrective / preventative actions shall be formulated and send with the monthly report to the LDPWRI.

## **2.5 HEALTH AND SAFETY REPRESENTATIVES**

Train an adequate number of Health and Safety representatives appointed as per the requirements of the applicable legislation and/or Project OHS requirements. As a guideline one Health & Safety Representative should be appointed for every 50 employees (Training to be conducted by a suitably qualified, experienced and registered institution )

Ensure that the Contractor and its sub- contractors have regular internal OHS meetings conducted and attended by the appointed Health & Safety Representative. The frequency of these meetings must be determined by the work activities performed along with the duration of the Project, however at least once every three months.

Ensure that the Contractor and its contractors keep records of these meetings in the OHS File along with the attendance records.

Ensure the Contractor Manager or his Health, Safety and Representatives attends the main Project OHS meetings.

## **2.6 SAFETY FILE**

Ensure that the Contractor has and maintains an OHS file where all Administrative requirements are kept.

### **2.7.RECORDS SPECIFIC TO THE PROJECT:**

Ensure that the Contractor keeps records of the following :

Issue Based Risk Assessments for all activities.

DSTI's – daily before any activities start.

Toolbox Talks

Safety Inductions of Employees

incident Recording & Investigation Procedures and Documents.

Incident Reports Health and Safety Rep.

Control Registers

Safety Meeting Minutes

Letter of Good Standing from COIDA and All Registers and Checklists as required by Legislation

## **2.8 APPOINTMENTS (as required by the applicable Legislation)**

Ensure that the Contractor on the project adheres to legal and client requirements regarding appointments. In all cases the person being appointed will have the necessary training and or experience for the appointed position.

Ensure that the Contractor has OHS Appointment Structure in place.

Ensure that the Contractor appoints Construction H&S to assist, advice and enforce all OHS issues related to the project.

Monitor inspections of the project on a weekly basis and reported accordingly.

## **2.9 HEALTH AND SAFETY REPRESENTATIVES & COMMITTEE MEMBERS**

As per the legal requirement, ensure that the Contractor appoints OHS Representatives & OHS Committee Members on the project.

Ensure that the appointed OHS Representatives and Committee members shall be formally trained in their functions and responsibilities.

Ensure Monthly Inspection Report are compiled and reported accordingly.

## **2.10 REGISTERS & CHECKLISTS**

Ensure that Contractor's Registers and Checklists are compiled and completed by the appointed persons, who are designated in writing to ensure that all plant, equipment, systems and procedures are maintained in accordance to Legislative requirements.

## **2.11 RISK ASSESSMENTS AND SAFETY TALKS (TOOLBOX TALKS)**

Ensure Contractor provides Issue based Risk Assessments for all relevant activities identified in the Baseline Risk Assessment.

Review Safe methods of work documents completed for all medium, high and extremely high risks identified.

Ensure the Contractors maintain safe working conditions and a healthy work environment at all times

Review daily Safety Task Instruction (DSTI) as part of the Risk Assessment Process.

Monitor that all Risk assessments shall be communicated to the employees of the contractor by the contractor before work starts and ensure that when activities change the contractor will be required to revise the risk assessment to suit the changed conditions and re communicate the revised risk assessment with the employees.

Monitor the Contractor's Weekly Safety Talk (Toolbox Talk) with his employees to inform them of safety issues related to their scope of work.

Ensure that the contractor before the commencement of any construction work and during such construction work, have risk assessments performed by a competent person appointed in writing, which risk assessments form part of the health and safety plan to be applied on the site.

## **2.12 OHS AUDITING REPORTING AND MEETINGS**

Attend monthly OHS Meetings

Conduct monthly OHS Audits

Report on Auditing outcomes.

### **NOTES:**

The hazard identification and health risk assessment, medical screening and OHS Auditing services for the LDPWRI will comprise a multi-disciplinary team with a core team of an construction health and safety agent; occupational medical practitioner, occupational health nurse and 02 Health and Safety Officers (Registration with Council is mandatory in all disciplines ).

## **3. EXPECTED DELIVERABLES/ OUTCOMES**

3.1 Development and Review Hazard Identification, Risk Assessment compiled by the Contractor.

3.2 Development and Review OHS safety file submitted by the Contractor

3.3 Construction Work Permit Application and monitoring of permit conditions

3.4 Entry Medical Screening for project employees/beneficiaries

3.5 Periodic Medical Screening for project employees/ beneficiaries

3.6 Exit Medical Screening project employees/ beneficiaries

3.7 Certificate of Fitness for project employees

3.8 OHS induction

3.9 Review Risk Assessment and Safety Talks

3.10 OHS Training

3.11 Monthly project OHS Auditing

3.12 Monthly project OHS Auditing Reporting

3.13 Attendance of OHS monthly meetings.

#### 4. TRAVELLING

Starting point for traveling distances under this Bid shall be calculated/referenced from the local municipality deemed to be the central point of the area of operation, except where a person/s continue from one departmental office/site to another for the next activity of the day.

Travelling cost shall only be claimed/paid upon completion of the relevant works/activities. In instances where the service provider fails to complete the works/activities due to reasons within the service provider's control, the Department will not be liable for the travelling costs incurred.

#### BILL OF QUANTITIES (RATE BASED )

ITEM NO	DESCRIPTION	QUANTITY	RATE	AMOUNT
1	Monthly overheads including staff compliments, paper, telephone	1		
2	Construction Permit Application	1		
3	Medical Screening	1		
3	Application of Construction Work Permit	1		
3	Health Risk Assessment, Hazard Identification and Safety Plan	1		
4	Monthly OHS monitoring and Auditing	1		
5	Monthly Reporting	1		
6	Travelling per km	1 km		
SUBTOTAL				
VAT				
TOTAL				

N.B NON VAT VENDORS MUST INDICATE

## **Annex F**

*(normative)*

### **Standard Conditions of Tender**

As published in Annexure F of the cidb Standard for Uniformity for construction Procurement, Board Notice 136 Government Gazette No 38960 of 10 July 2015

#### **F.1 General F.1.1 Actions**

**F.1.1.1** The employer and each tenderer submitting a tender offer shall comply with these conditions of tender. In their dealings with each other, they shall discharge their duties and obligations as set out in F.2 and F.3, timeously and with integrity, and behave equitably, honestly and transparently, comply with all legal obligations and not engage in anticompetitive practices.

**F.1.1.2** The employer and the tenderer and all their agents and employees involved in the tender process shall avoid conflicts of interest and where a conflict of interest is perceived or known, declare any such conflict of interest, indicating the nature of such conflict. Tenderers shall declare any potential conflict of interest in their tender submissions. Employees, agents and advisors of the employer shall declare any conflict of interest to whoever is responsible for overseeing the procurement process at the start of any deliberations relating to the procurement process or as soon as they become aware of such conflict, and abstain from any decisions where such conflict exists or recuse themselves from the procurement process, as appropriate.

*Note: 1) A conflict of interest may arise due to a conflict of roles which might provide an incentive for improper acts in some circumstances. A conflict of interest can create an appearance of impropriety that can undermine confidence in the ability of that person to act properly in his or her position even if no improper acts result.*

*2) Conflicts of interest in respect of those engaged in the procurement process include direct, indirect or family interests in the tender or outcome of the procurement process and any personal bias, inclination, obligation, allegiance or loyalty which would in any way affect any decisions taken.*

**F.1.1.3** The employer shall not seek and a tenderer shall not submit a tender without having a firm intention and the capacity to proceed with the contract.

#### **F.1.2 Tender Documents**

The documents issued by the employer for the purpose of a tender offer are listed in the tender data.

#### **F.1.3 Interpretation**

**F.1.3.1** The tender data and additional requirements contained in the tender schedules that are included in the returnable documents are deemed to be part of these conditions of tender.

**F.1.3.2** These conditions of tender, the tender data and tender schedules which are only required for tender evaluation purposes, shall not form part of any contract arising from the invitation to tender.

**F.1.3.3** For the purposes of these conditions of tender, the following definitions apply:

- a) **conflict of interest** means any situation in which:
  - i) someone in a position of trust has competing professional or personal interests which make it difficult to fulfill his or her duties impartially;
  - ii) an individual or organisation is in a position to exploit a professional or official capacity in some way for their personal or corporate benefit; or
  - iii) incompatibility or contradictory interests exist between an employee and the organisation which employs that employee.
- b) **comparative offer** means the price after the factors of a non-firm price and all unconditional discounts it can be utilised to have been taken into consideration;
- c) **corrupt practice** means the offering, giving, receiving or soliciting of anything of value to influence the action of the employer or his staff or agents in the tender process;
- d) **fraudulent practice** means the misrepresentation of the facts in order to influence the tender process or the award of a contract arising from a tender offer to the detriment of the employer, including collusive practices intended to establish prices at artificial levels;
- e) **organization** means a company, firm, enterprise, association or other legal entity, whether incorporated or not, or a public body;
- f) **functionality** means the measurement according to the predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service and technical capacity and ability of a tenderer.

#### **F.1.4 Communication and employer's agent**

Each communication between the employer and a tenderer shall be to or from the employer's agent only, and in a form that can be readily read, copied and recorded. Communications shall be in the English language. The employer shall not take any responsibility for non-receipt of communications from or by a tenderer. The name and contact details of the employer's agent are stated in the tender data.

#### **F.1.5 Cancellation and Re-Invitation of Tenders**

F1.5.1 An organ of state may, prior to the award of the tender, cancel a tender if-

- (a) due to changed circumstances, there is no longer a need for the services, works or goods requested; or
- (b) funds are no longer available to cover the total envisaged expenditure; or (c) no acceptable tenders are received.

F1.5.2 The decision to cancel a tender must be published in the cidb website and in the government Tender Bulletin for the media in which the original tender invitation was advertised.

#### **F.1.6 Procurement procedures**

#### **F.1.6.1 General**

Unless otherwise stated in the tender data, a contract will, subject to F.3.13, be concluded with the tenderer who in terms of F.3.11 is the highest ranked or the tenderer scoring the highest number of tender evaluation points, as relevant, based on the tender submissions that are received at the closing time for tenders.

#### **F.1.6.2 Competitive negotiation procedure**

**F.1.6.2.1** Where the tender data require that the competitive negotiation procedure is to be followed, tenderers shall submit tender offers in response to the proposed contract in the first round of submissions. Notwithstanding the requirements of F.3.4, the employer shall announce only the names of the tenderers who make a submission. The requirements of F.3.8 relating to the material deviations or qualifications which affect the competitive position of tenderers shall not apply.

**F.1.6.2.2** All responsive tenderers, or not less than three responsive tenderers that are highest ranked in terms of the evaluation method and evaluation criteria stated in the tender data, shall be invited in each round to enter into competitive negotiations, based on the principle of equal treatment and keeping confidential the proposed solutions and associated information. Notwithstanding the provisions of F.2.17, the employer may request that tenders be clarified, specified and fine-tuned in order to improve a tenderer's competitive position provided that such clarification, specification, fine-tuning or additional information does not alter any fundamental aspects of the offers or impose substantial new requirements which restrict or distort competition or have a discriminatory effect.

**F.1.6.2.3** At the conclusion of each round of negotiations, tenderers shall be invited by the employer to make a fresh tender offer, based on the same evaluation criteria, with or without adjusted weightings. Tenderers shall be advised when they are to submit their best and final offer.

**F.1.6.2.4** The contract shall be awarded in accordance with the provisions of F.3.11 and F.3.13 after tenderers have been requested to submit their best and final offer.

#### **F.1.6.3 Proposal procedure using the two stage-system**

##### **F.1.6.3.1 Option 1**

Tenderers shall in the first stage submit technical proposals and, if required, cost parameters around which a contract may be negotiated. The employer shall evaluate each responsive submission in terms of the method of evaluation stated in the tender data, and in the second stage negotiate a contract with the tenderer scoring the highest number of evaluation points and award the contract in terms of these conditions of tender.

##### **F.1.6.3.2 Option 2**



**F.1.6.3.2.1** Tenderers shall submit in the first stage only technical proposals. The employer shall invite all responsive tenderers to submit tender offers in the second stage, following the issuing of procurement documents.

**F.1.6.3.2.2** The employer shall evaluate tenders received during the second stage in terms of the method of evaluation stated in the tender data, and award the contract in terms of these conditions of tender.

## **F.2 Tenderer's obligations**

### **F.2.1 Eligibility**

**F.2.1.1** Submit a tender offer only if the tenderer satisfies the criteria stated in the tender data and the tenderer, or any of his principals, is not under any restriction to do business with employer.

**F.2.1.2** Notify the employer of any proposed material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used by the employer as the basis in a prior process to invite the tenderer to submit a tender offer and obtain the employer's written approval to do so prior to the closing time for tenders.

### **F.2.2 Cost of tendering**

**F.2.2.1** Accept that, unless otherwise stated in the tender data, the employer will not compensate the tenderer for any costs incurred in the preparation and submission of a tender offer, including the costs of any testing necessary to demonstrate that aspects of the offer complies with requirements.

**F.2.2.2** The cost of the tender documents charged by the employer shall be limited to the actual cost incurred by the employer for printing the documents. Employers must attempt to make available the tender documents on its website so as not to incur any costs pertaining to the printing of the tender documents.

### **F.2.3 Check documents**

Check the tender documents on receipt for completeness and notify the employer of any discrepancy or omission.

### **F.2.4 Confidentiality and copyright of documents**

Treat as confidential all matters arising in connection with the tender. Use and copy the documents issued by the employer only for the purpose of preparing and submitting a tender offer in response to the invitation.

### **F.2.5 Reference documents**

Obtain, as necessary for submitting a tender offer, copies of the latest versions of standards, specifications, conditions of contract and other publications, which are not attached but which are incorporated into the tender documents by reference.

### **F.2.6 Acknowledge addenda**

Acknowledge receipt of addenda to the tender documents, which the employer may issue, and if necessary apply for an extension to the closing time stated in the tender data, in order to take the addenda into account.

### **F.2.7 Clarification meeting**

Attend, where required, a clarification meeting at which tenderers may familiarize themselves with aspects of the proposed work, services or supply and raise questions. Details of the meeting(s) are stated in the tender data.

### **F.2.8 Seek clarification**

Request clarification of the tender documents, if necessary, by notifying the employer at least five working days before the closing time stated in the tender data.

### **F.2.9 Insurance**

Be aware that the extent of insurance to be provided by the employer (if any) might not be for the full cover required in terms of the conditions of contract identified in the contract data. The tenderer is advised to seek qualified advice regarding insurance.

### **F.2.10 Pricing the tender offer**

**F.2.10.1** Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except Value Added Tax (VAT), and other levies payable by the successful tenderer, such duties, taxes and levies being those applicable 14 days before the closing time stated in the tender data.

**F.2.10.2** Show VAT payable by the employer separately as an addition to the tendered total of the prices.

**F.2.10.3** Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the conditions of contract identified in the contract data.

**F.2.10.4** State the rates and prices in Rand unless instructed otherwise in the tender data. The conditions of contract identified in the contract data may provide for part payment in other currencies.

### **F.2.11 Alterations to documents**

Do not make any alterations or additions to the tender documents, except to comply with instructions issued by the employer, or necessary to correct errors made by the tenderer. All signatories to the tender offer shall initial all such alterations.

### **F.2.12 Alternative tender offers**

**F.2.12.1** Unless otherwise stated in the tender data, submit alternative tender offers only if a main tender offer, strictly in accordance with all the requirements of the tender documents, is also submitted as well as a schedule that compares the requirements of the tender documents with the alternative requirements that are proposed.

**F.2.12.2** Accept that an alternative tender offer may be based only on the criteria stated in the tender data or criteria otherwise acceptable to the employer.

**F.2.12.3** An alternative tender offer may only be considered in the event that the main tender offer is the winning tender.

### **F.2.13 Submitting a tender offer**

**F.2.13.1** Submit one tender offer only, either as a single tendering entity or as a member in a joint venture to provide the whole of the works, services or supply identified in the contract data and described in the scope of works, unless stated otherwise in the tender data.

**F.2.13.2** Return all returnable documents to the employer after completing them in their entirety, either electronically (if they were issued in electronic format) or by writing legibly in non-erasable ink.

**F.2.13.3** Submit the parts of the tender offer communicated on paper as an original plus the number of copies stated in the tender data, with an English translation of any documentation in a language other than English, and the parts communicated electronically in the same format as they were issued by the employer.

**F.2.13.4** Sign the original and all copies of the tender offer where required in terms of the tender data. The employer will hold all authorized signatories liable on behalf of the tenderer. Signatories for tenderers proposing to contract as joint ventures shall state which of the signatories is the lead partner whom the employer shall hold liable for the purpose of the tender offer.

**F.2.13.5** Seal the original and each copy of the tender offer as separate packages marking the packages as "ORIGINAL" and "COPY". Each package shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.6** Where a two-envelope system is required in terms of the tender data, place and seal the returnable documents listed in the tender data in an envelope marked "financial proposal" and place the remaining returnable documents in an envelope marked "technical proposal". Each envelope shall state on the outside the employer's address and identification details stated in the tender data, as well as the tenderer's name and contact address.

**F.2.13.7** Seal the original tender offer and copy packages together in an outer package that states on the outside only the employer's address and identification details as stated in the tender data.

**F.2.13.8** Accept that the employer will not assume any responsibility for the misplacement or premature opening of the tender offer if the outer package is not sealed and marked as stated.

**F.2.13.9** Accept that tender offers submitted by facsimile or e-mail will be rejected by the employer, unless stated otherwise in the tender data.

**F.2.14 Information and data to be completed in all respects**

Accept that tender offers, which do not provide all the data or information requested completely and in the form required, may be regarded by the employer as non-responsive.

**F.2.15 Closing time**

**F.2.15.1** Ensure that the employer receives the tender offer at the address specified in the tender data not later than the closing time stated in the tender data. Accept that proof of posting shall not be accepted as proof of delivery.

**F.2.15.2** Accept that, if the employer extends the closing time stated in the tender data for any reason, the requirements of these conditions of tender apply equally to the extended deadline.

**F.2.16 Tender offer validity**

**F.2.16.1** Hold the tender offer(s) valid for acceptance by the employer at any time during the validity period stated in the tender data after the closing time stated in the tender data.

**F.2.16.2** If requested by the employer, consider extending the validity period stated in the tender data for an agreed additional period with or without any conditions attached to such extension.

**F.2.16.3** Accept that a tender submission that has been submitted to the employer may only be withdrawn or substituted by giving the employer's agent written notice before the closing time for tenders that a tender is to be withdrawn or substituted.

**F.2.16.4** Where a tender submission is to be substituted, submit a substitute tender in accordance with the requirements of F.2.13 with the packages clearly marked as "SUBSTITUTE".

**F.2.17 Clarification of tender offer after submission**

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

*Note: Sub-clause F.2.17 does not preclude the negotiation of the final terms of the contract with a preferred tenderer following a competitive selection process, should the Employer elect to do so.*

**F.2.18 Provide other material**

**F.2.18.1** Provide, on request by the employer, any other material that has a bearing on the tender offer, the tenderer's commercial position (including notarized joint venture agreements), preferencing arrangements, or samples of materials, considered necessary by the employer for the purpose of a full and fair risk assessment. Should the tenderer not provide the material, or a satisfactory reason as to why it cannot be provided, by the time for submission stated in the employer's request, the employer may regard the tender offer as non-responsive.

**F.2.18.2** Dispose of samples of materials provided for evaluation by the employer, where required.

### **F.2.19 Inspections, tests and analysis**

Provide access during working hours to premises for inspections, tests and analysis as provided for in the tender data.

### **F.2.20 Submit securities, bonds and policies**

If requested, submit for the employer's acceptance before formation of the contract, all securities, bonds, guarantees, policies and certificates of insurance required in terms of the conditions of contract identified in the contract data.

### **F.2.21 Check final draft**

Check the final draft of the contract provided by the employer within the time available for the employer to issue the contract.

### **F.2.22 Return of other tender documents**

If so instructed by the employer, return all retained tender documents within 28 days after the expiry of the validity period stated in the tender data.

### **F.2.23 Certificates**

Include in the tender submission or provide the employer with any certificates as stated in the tender data.

## **F.3 The employer's undertakings**

### **F.3.1 Respond to requests from the tenderer**

**F.3.1.1** Unless otherwise stated in the tender Data, respond to a request for clarification received up to five working days before the tender closing time stated in the Tender Data and notify all tenderers who drew procurement documents.

**F.3.1.2** Consider any request to make a material change in the capabilities or formation of the tendering entity (or both) or any other criteria which formed part of the qualifying requirements used to prequalify a tenderer to submit a tender offer in terms of a previous procurement process and deny any such request if as a consequence:

- a) an individual firm, or a joint venture as a whole, or any individual member of the joint venture fails to meet any of the collective or individual qualifying requirements;
- b) the new partners to a joint venture were not prequalified in the first instance, either as individual firms or as another joint venture; or
- c) in the opinion of the Employer, acceptance of the material change would compromise the outcome of the prequalification process.

### **F.3.2 Issue Addenda**

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

### **F.3.3 Return late tender offers**

Return tender offers received after the closing time stated in the Tender Data, unopened, (unless it is necessary to open a tender submission to obtain a forwarding address), to the tenderer concerned.

### **F.3.4 Opening of tender submissions**

**F.3.4.1** Unless the two-envelope system is to be followed, open valid tender submissions in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data. Tender submissions for which acceptable reasons for withdrawal have been submitted will not be opened.

**F.3.4.2** Announce at the meeting held immediately after the opening of tender submissions, at a venue indicated in the tender data, the name of each tenderer whose tender offer is opened and, where applicable, the total of his prices, number of points claimed for its Specific Goals status level and time for completion for the main tender offer only.

**F.3.4.3** Make available the record outlined in F.3.4.2 to all interested persons upon request.

### **F.3.5 Two-envelope system**

**F.3.5.1** Where stated in the tender data that a two-envelope system is to be followed, open only the technical proposal of valid tenders in the presence of tenderers' agents who choose to attend at the time and place stated in the tender data and announce the name of each tenderer whose technical proposal is opened.

**F.3.5.2** Evaluate functionality of the technical proposals offered by tenderers, then advise tenderers who remain in contention for the award of the contract of the time and place when the financial proposals will be opened. Open only the financial proposals of tenderers, who score in the functionality evaluation more than the minimum number of points for functionality stated in the tender data, and announce the score obtained for the technical proposals and the total price and

any points claimed on Specific Goals . Return unopened financial proposals to tenderers whose technical proposals failed to achieve the minimum number of points for functionality.

### **F.3.6 Non-disclosure**

Not disclose to tenderers, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tender offers, the final evaluation price and recommendations for the award of a contract, until after the award of the contract to the successful tenderer.

### **F.3.7 Grounds for rejection and disqualification**

Determine whether there has been any effort by a tenderer to influence the processing of tender offers and instantly disqualify a tenderer (and his tender offer) if it is established that he engaged in corrupt or fraudulent practices.

### **F.3.8 Test for responsiveness**

**F.3.8.1** Determine, after opening and before detailed evaluation, whether each tender offer properly received:

- a) complies with the requirements of these Conditions of Tender,
- b) has been properly and fully completed and signed, and
- c) is responsive to the other requirements of the tender documents.

**F.3.8.2** A responsive tender is one that conforms to all the terms, conditions, and specifications of the tender documents without material deviation or qualification. A material deviation or qualification is one which, in the Employer's opinion, would:

- a) detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Scope of Work,
- b) significantly change the Employer's or the tenderer's risks and responsibilities under the contract, or
- c) affect the competitive position of other tenderers presenting responsive tenders, if it were to be rectified.

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

### **F.3.9 Arithmetical errors, omissions and discrepancies**

**F.3.9.1** Check the highest ranked tender or tenderer with the highest number of tender evaluation points after the evaluation of tender offers in accordance with F.3.11 for:

- a) the gross misplacement of the decimal point in any unit rate;
- b) omissions made in completing the pricing schedule or bills of quantities; or
- c) arithmetic errors in:

- i) line item totals resulting from the product of a unit rate and a quantity in bills of quantities or schedules of prices; or
- ii) the summation of the prices.

F3.9.2 The employer must correct the arithmetical errors in the following manner:

- a) Where there is a discrepancy between the amounts in words and amounts in figures, the amount in words shall govern.
- b) If bills of quantities or pricing schedules apply and there is an error in the line item total resulting from the product of the unit rate and the quantity, the line item total shall govern and the rate shall be corrected. Where there is an obviously gross misplacement of the decimal point in the unit rate, the line item total as quoted shall govern, and the unit rate shall be corrected.
- c) Where there is an error in the total of the prices either as a result of other corrections required by this checking process or in the tenderer's addition of prices, the total of the prices shall govern and the tenderer will be asked to revise selected item prices (and their rates if bills of quantities apply) to achieve the tendered total of the prices.

Consider the rejection of a tender offer if the tenderer does not correct or accept the correction of the arithmetical error in the manner described above.

### **F.3.10 Clarification of a tender offer**

Obtain clarification from a tenderer on any matter that could give rise to ambiguity in a contract arising from the tender offer.

### **F.3.11 Evaluation of tender offers**

#### **F.3.11.1 General**

Appoint an evaluation panel of not less than three persons. Reduce each responsive tender offer to a comparative offer and evaluate them using the tender evaluation methods and associated evaluation criteria and weightings that are specified in the tender data.

#### **F.3.11.2 Method 1: Price and Preference**

In the case of a price and preference:

- 1) Score tender evaluation points for price
- 2) Score points for Departmental Specific Goals on Preferential Procurement
- 3) Add the points scored for price and Specific Goals .

#### **F.3.11.3 Method 2: Functionality, Price and Preference**

In the case of a functionality, price and preference:



- 1) Score functionality, rejecting all tender offers that fail to achieve the minimum number of points for functionality as stated in the Tender Data.
- 2) No tender must be regarded as an acceptable tender if it fails to achieve the minimum qualifying score for functionality as indicated in the tender invitation.
- 3) Tenders that have achieved the minimum qualification score for functionality must be evaluated further in terms of the preference points system prescribed in paragraphs 4 and 4 and 5 below.

The 80/20 preference point system for acquisition of services, works or goods up to Rand value of R1 million

- 4) (a)(i) The following formula must be used to calculate the points for price in respect of tenders( including price quotation) with a rand value equal to, or above R 30 000 and up to Rand value of R 1 000 000 ( all applicable taxes included):

$$P_s \square 80 \square 1 \square \frac{P_t \square P_{min}}{P_{min}} \square$$

Where

*P<sub>s</sub>* = Points scored for comparative price of tender or offer under consideration;

*P<sub>t</sub>* = Comparative price of tender or offer under consideration; and *P<sub>min</sub>* =

Comparative price of lowest acceptable tender or offer.

- (4)(a)(ii) An employer of state may apply the formula in paragraph (i) for price quotations with a value less than R30 000, if and when appropriate:
- (4)(b) Subject to subparagraph(4)(c), points must be awarded to a tender for attaining the Specific Goals in accordance with the table below:

The specific goals allocated points in terms of this tender	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (80/20 system) ( To be completed by the tenderer)
Persons who had no franchise in national elections prior to 1984 and 1994	6	
Women	3	
Disabled Persons	2	
Promotion of SMMEs	2	
Enterprises located in Limpopo Province and or District	4	
Promotion of youth	1	
Promotion of South African owned enterprise	2	

- (4)(c) A maximum of 20 points may be allocated in accordance with subparagraph (4)(b)

(4)(d) The points scored by tender in respect of Specific Goals contemplated in contemplated in subparagraph (4) (b) must be added to the points scored for price as calculated in accordance with subparagraph (4)(a).

(4)(e) Subject to paragraph 4.3.8 the contract must be awarded to the tender who scores the highest total number of points.

### F.3.11.6 Decimal places

Score price, preference and functionality, as relevant, to two decimal places.

### F.3.11.7 Scoring Price

Score price of remaining responsive tender offers using the following formula:

$$N_{FO} = W_1 \times A$$

where:  $N_{FO}$  is the number of tender evaluation points awarded for price.  
 $W_1$  is the maximum possible number of tender evaluation points awarded for price as stated in the Tender Data.  
 $A$  is a number calculated using the formula and option described in Table F.1 as stated in the Tender Data.

**Table F.1: Formulae for calculating the value of A**

Formula	Comparison aimed at achieving	Option 1	Option 2
1	Highest price or discount	$A = (1 + \frac{P - P_m}{P_m})$	$A = P / P_m$
2	Lowest price or percentage commission / fee	$A = (1 - \frac{P - P_m}{P_m})$	$A = P_m / P$
<sup>a</sup> $P_m$ is the comparative offer of the most favourable comparative offer. $P$ is the comparative offer of the tender offer under consideration.			

### F.3.11.8 Scoring preferences

Confirm that tenderers are eligible for the preferences claimed in accordance with the provisions of the tender data and reject all claims for preferences where tenderers are not eligible for such preferences.

Calculate the total number of tender evaluation points for preferences claimed in accordance with the provisions of the tender data.

### F.3.11.9 Scoring functionality

Score each of the criteria and subcriteria for quality in accordance with the provisions of the Tender Data.

Calculate the total number of tender evaluation points for quality using the following formula:

$$N_Q = W_2 \times S_O / M_S$$

where:  $S_O$  is the score for quality allocated to the submission under consideration;

$M_S$  is the maximum possible score for quality in respect of a submission; and

$W_2$  is the maximum possible number of tender evaluation points awarded for the quality as stated in the tender data

### **F.3.12 Insurance provided by the employer**

If requested by the proposed successful tenderer, submit for the tenderer's information the policies and / or certificates of insurance which the conditions of contract identified in the contract data, require the employer to provide.

### **F.3.13 Acceptance of tender offer**

Accept the tender offer, if in the opinion of the employer, it does not present any risk and only if the tenderer:

- a) is not under restrictions, or has principals who are under restrictions, preventing participating in the employer's procurement,
- b) can, as necessary and in relation to the proposed contract, demonstrate that he or she possesses the professional and technical qualifications, professional and technical competence, financial resources, equipment and other physical facilities, managerial capability, reliability, experience and reputation, expertise and the personnel, to perform the contract,
- c) has the legal capacity to enter into the contract,
- d) is not insolvent, in receivership, under Business Rescue as provided for in chapter 6 of the Companies Act, 2008, 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 any of the foregoing,
- e) complies with the legal requirements, if any, stated in the tender data, and
- f) is able, in the opinion of the employer, to perform the contract free of conflicts of interest.

### **F.3.14 Prepare contract documents**

**F.3.14.1** If necessary, revise documents that shall form part of the contract and that were issued by the employer as part of the tender documents to take account of:

- a) addenda issued during the tender period,
- b) inclusion of some of the returnable documents, and
- c) other revisions agreed between the employer and the successful tenderer.

**F.3.14.2** Complete the schedule of deviations attached to the form of offer and acceptance, if any.

### **F.3.15 Complete adjudicator's contract**

Unless alternative arrangements have been agreed or otherwise provided for in the contract, arrange for both parties to complete formalities for appointing the selected adjudicator at the same time as the main contract is signed.

### **F.3.16 Notice to unsuccessful tenderers**

**F.3.16.1** Notify the successful tenderer of the employer's acceptance of his tender offer by completing and returning one copy of the form of offer and acceptance before the expiry of the validity period stated in the tender data, or agreed additional period.

**F.3.16.2** After the successful tenderer has been notified of the employer's acceptance of the tender, notify other tenderers that their tender offers have not been accepted.

### **F.3.17 Provide copies of the contracts**

Provide to the successful tenderer the number of copies stated in the Tender Data of the signed copy of the contract as soon as possible after completion and signing of the form of offer and acceptance.

### **F.3.18 Provide written reasons for actions taken**

Provide upon request written reasons to tenderers for any action that is taken in applying these conditions of tender, but withhold information which is not in the public interest to be divulged, which is considered to prejudice the legitimate commercial interests of tenderers or might prejudice fair competition between tenderers.

### **F3.19 Transparency in the procurement process**

F3.19.1 The cidb prescripts require that tenders must be advertised and be registered on the cidb i.Tender system.

F3.19.2 The employer must adopt a transparency model that incorporates the disclosure and accountability as transparency requirements in the procurement process.

F3.19.3 The transparency model must identify the criteria for selection of projects, project information template and the threshold value of the projects to be disclosed in the public domain at various intervals of delivery of infrastructure projects.

F3.19.4 The client must publish the information on a quarterly basis which contains the following information:

- Procurement planning process
- Procurement method and evaluation process
- Contract type
- Contract status
- Number of firms tendering
- Cost estimate
- Contract title

- Contract firm(s)
- Contract price
- Contract scope of work
- Contract start date and duration
- Contract evaluation reports

F3.19.5 The employer must establish a Consultative Forum which will conduct a random audit in the implementation of the transparency requirements in the procurement process.

F3.19.6 Consultative Forum must be an independent structure from the bid committees.

F3.19.7 The information must be published on the employer's website.

F 3.19.8 Records of such disclosed information must be retained for audit purposes.

## THE NATIONAL TREASURY

Republic of South Africa



## GOVERNMENT PROCUREMENT

### GENERAL CONDITIONS OF CONTRACT

#### NOTES

The purpose of this document is to:

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

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

. The General Conditions of Contract will form part of all bid documents and may not be amended.

. Special Conditions Contract (SCC) relevant to a specific bid, should be compiled separately for 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

The following terms shall be interpreted as indicated:

	<p>1.1 <b>"Closing time"</b> means the date and hour specified in the bidding documents for the receipt of bids.</p> <p>1.2 <b>"Contract"</b> means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.</p> <p>1.3 <b>"Contract price"</b> means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.</p> <p>1.4 <b>"Corrupt practice"</b> means the offering, giving, receiving, or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution.</p> <p>1.5 <b>"Countervailing duties"</b> are imposed in cases where an enterprise abroad is subsidised by its government and encouraged to market its products internationally.</p> <p>1.6 <b>"Country of origin"</b> 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 recognised new product results that is substantially different in basic characteristics or in purpose or utility from its components.</p> <p>1.7 <b>"Day"</b> means calendar day.</p> <p>1.8 <b>"Delivery"</b> means delivery in compliance of the conditions of the contract or order.</p> <p>1.9 <b>"Delivery ex stock"</b> means immediate delivery directly from stock actually on hand.</p> <p>1.10 <b>"Delivery into consignees store or to his site"</b> means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.</p>
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	<p>1.11 <b>"Dumping"</b> occurs when a private enterprise abroad markets its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.</p> <p>1.12 <b>"Force majeure"</b> 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 not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.</p> <p>1.13 <b>"Fraudulent practice"</b> 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 process at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.</p> <p>1.14 <b>"GCC"</b> means the General Conditions of Contract</p> <p>1.15 <b>"Goods"</b> means all the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.</p> <p>1.16 <b>"Imported content"</b> means the portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his sub-contractors) and which costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.</p> <p>1.17 <b>"Local content"</b> means that portion of the bidding price which is not included in the imported content provided that local manufacture does not take place.</p> <p>1.18 <b>"Manufacture"</b> means the production of products in a factory using labour, materials, components and</p>
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	<p>machinery and includes other related value-adding activities.</p> <p>1.19 <b>"Order"</b> means an official written purchase order issued for the supply of goods or works or the rendering of a services.</p> <p>1.20 <b>"Project site"</b> where applicable, means the place indicated in bidding documents.</p> <p>1.21 <b>"Purchaser"</b> means the organisation purchasing the goods.</p> <p>1.22 <b>"Republic"</b> means the Republic of South Africa.</p> <p>1.23 <b>"SCC"</b> means Special Conditions of Contract.</p> <p>1.24 <b>"Services"</b> means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.</p> <p>1.25 <b>"Written"</b> or <b>"in writing"</b> means handwritten in ink or any other form of electronic or mechanical writing.</p> <p>1.26 IATA means International Air Transport Association</p> <p>1.27 ASATA means Association of Southern African Travel Agents</p>
<b>2. Application</b>	<p>2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.</p> <p>2.2 Where applicable, special conditions of the contract are also laid down to cover specific supplies, services or works.</p> <p>2.3 Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.</p>

<p><b>3. General</b></p>	<p>3.1 Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee or documents may be charged.</p> <p>3.2 With certain exceptions, invitations to bid are only published in the Government Bid Bulletin. The Government Bid Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from <a href="http://www.treasury.gov.za">www.treasury.gov.za</a></p>
<p><b>4. Standards</b></p>	<p>4.1 The goods supplied shall conform to the standards mentioned in the bidding documents and specifications.</p>
<p><b>5. Use of contract documents and information; inspection.</b></p>	<p>5.1 The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.</p> <p>5.2 The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in the GCC clause 5.1 except for purposes of performing the contract.</p> <p>5.3 Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.</p> <p>5.4 The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.</p>

<p><b>6. Patent rights</b></p>	<p>6.1 The supplier shall indemnify the purchaser against all third-party claims of infringement of patent, trademark, or industrial design rights arising from use of the goods or any part thereof by the purchaser.</p>
<p><b>7. Performance security.</b></p>	<p>7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in the SCC.</p> <p>7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.</p> <p>7.3 The performance security shall be denominated in the currency of the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:</p> <p>(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 of acceptable to the purchaser, or</p> <p>(b) a cashier's certified cheque</p> <p>7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.</p>
<p><b>8. Inspections, tests and analyses</b></p>	<p>8.1 All pre-bidding testing will be for the account of the bidder.</p> <p>8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a</p>

	<p>representative of the Department or an organisation acting on behalf of the Department.</p> <p>8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make necessary arrangements, including payment arrangements with the testing authority concerned.</p> <p>8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the costs of the inspections, tests and analyses shall be defrayed by the purchaser.</p> <p>8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.</p> <p>8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.</p> <p>8.7 Any contract supplies may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirement of the contract. Failing such removal, the rejected supplies shall be returned at the supplier's cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.</p>
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	<p>8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.</p>
<b>9. Packing</b>	<p>9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p> <p>9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.</p>
<b>10. Delivery and documents</b>	<p>10.1 Delivery of the goods shall be made by the supplier in accordance with the terms specified in the contract. The details of shipping and/or other documents to be furnished by the supplier are specified in SCC.</p> <p>10.2 Documents to be submitted by the supplier are specified in SCC.</p>
<b>11. Insurance</b>	<p>11.1 The goods supplied under the contract shall be fully insured in a freely convertible currency against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery in the manner specified in the SCC.</p>
<b>12. Transportation</b>	<p>12.1 Should a price other than an all-inclusive delivered price be required, this shall be specified in the SCC.</p>

<p><b>13. Incidental services</b></p>	<p>10.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:</p> <ul style="list-style-type: none"> <li>(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;</li> <li>(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;</li> <li>(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;</li> <li>(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</li> <li>(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.</li> </ul> <p>13.2 Prices charged by the supplier for incidental services, if not included in the contract price for the goods, shall be agreed upon in advance by the parties and shall not exceed the prevailing rates charged to other parties by the supplier for similar services.</p>
<p><b>14 Spare parts</b></p>	<p>14.1 As specified in SCC, the supplier may be required to provide any or all of the following materials, notifications, and information pertaining to spare parts manufactured or distributed by the supplier:</p> <ul style="list-style-type: none"> <li>(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</li> <li>(b) in the event of termination of production of the spare parts:</li> </ul>

	<p>(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and</p> <p>(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.</p>
<b>15 Warranty</b>	<p>15.1 The supplier warrants that the goods supplied under the contract are new, unused, of the most recent or current models, and that they incorporate all recent improvements in design and materials unless provided otherwise in the contract. The supplier further warrants that all goods supplied under this contract shall have no defect, arising from design, materials, or workmanship (except when the design and/or material is required by the purchaser's specifications) or from any act or omission of the supplier, that may develop under normal use of the supplied goods in the conditions prevailing in the country of final destination.</p> <p>15.2 This warranty shall remain valid for twelve (12) months after the goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the contract, or for eighteen (18) months after the date of shipment from the port or place of loading in the source country, whichever period concludes earlier, unless specified otherwise in SCC.</p> <p>15.3 The purchaser shall promptly notify the supplier in writing of any claims arising under this warranty.</p> <p>15.4 Upon receipt of such notice, the supplier shall, within the period specified in SCC and with all reasonable speed, repair or replace the defective goods or parts thereof, without costs to the purchaser.</p> <p>15.5 If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the</p>



	<p>purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.</p>
<b>16 Payment</b>	<p>16.1 The method and conditions of payment to be made to the supplier under this contract shall be specified in SCC.</p> <p>16.2 The supplier shall furnish the purchaser with an invoice accompanied by a copy of the delivery note and upon fulfilment of other obligations stipulated in the contract.</p> <p>16.3 Payments shall be made promptly by the purchaser, but in no case later than thirty (30) days after submission of an invoice or claim by the supplier.</p> <p>16.4 Payment will be made in Rand unless otherwise stipulated in SCC.</p>
<b>17 Prices</b>	<p>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.</p>
<b>18 Contract amendments</b>	<p>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.</p>
<b>19 Assignment</b>	<p>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.</p>
<b>20 Subcontracts</b>	<p>20.1 The supplier shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the supplier from any liability or obligation under the contract.</p>
<b>21 Delays in the supplier's performance</b>	<p>21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.</p>

	<p>21.2 If at any time during performance of the contract, the supplier or its 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.</p> <p>21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.</p> <p>21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.</p> <p>21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.</p> <p>21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense</p>
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	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.
<b>22 Penalties</b>	<p>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.</p>
<b>23 Termination for default</b>	<p>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:</p> <ul style="list-style-type: none"> <li>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;</li> <li>b) if the Supplier fails to perform any other obligation(s) under the contract; or</li> <li>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.</li> </ul> <p>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.</p>

	<p>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.</p> <p>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.</p> <p>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.</p> <p>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:</p> <ul style="list-style-type: none"> <li>a) the name and address of the supplier and / or person restricted by the purchaser.</li> <li>b) the date of commencement of the restriction</li> <li>c) the period of restriction; and</li> <li>d) the reasons for the restriction.</li> </ul>
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	<p>These details will be loaded in the National Treasury's central database of suppliers or persons prohibited from doing business with the public sector.</p> <p>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.</p>
24 Anti-dumping and countervailing duties and rights	<p>24.1 When, after the date of bid, provisional payments are required, or antidumping 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.</p>

<b>25 Force Majeure</b>	<p>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.</p> <p>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.</p>
<b>26 Termination for insolvency</b>	<p>26.1 The purchaser may at any time terminate the contract by giving written notice to the supplier if the supplier becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the purchaser.</p>
<b>27 Settlement of Disputes</b>	<p>27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.</p> <p>27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.</p>

	<p>27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.</p> <p>27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.</p> <p>27.5 Notwithstanding any reference to mediation and/or court proceedings herein,</p> <p>(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and</p> <p>(b) The purchaser shall pay the supplier any monies due the supplier.</p>
<b>28. Limitation of liability</b>	<p>28.1 Except in cases of criminal negligence or wilful misconduct, and in the case of infringement pursuant to Clause 6;</p> <p>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</p> <p>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.</p>
<b>29. Governing language</b>	<p>29.1 The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.</p>
<b>30. Applicable law</b>	<p>30.1 The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.</p>

<p><b>31. Notices</b></p>	<p>31.1 Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice.</p> <p>31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.</p>
<p><b>32 Taxes and duties</b></p>	<p>32.1 A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.</p> <p>32.2 A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.</p> <p>32.3 No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African Revenue Services.</p>
<p><b>33 National Industrial Participation (NIP) Programme</b></p>	<p>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.</p>
<p><b>34 Prohibition of Restrictive practices</b></p>	<p>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).</p>



	<p>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.</p> <p>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.</p>
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#### DECLARATION OF ACCEPTANCE OF GENERAL CONDITIONS OF CONTRACT (GCC)

The bidder declares to accept all the Conditions as outlined in the GCC as specified above by indication with an "X" in the "ACCEPT ALL" column.	ACCEPT ALL	DO NOT ACCEPT ALL
<p>NOTE: FAILURE TO ACCEPT ALL THE GENERAL CONDITIONS OF CONTRACT AS SPECIFIED IN THE ABOVE WILL RESULT IN DISQUALIFICATION OF YOUR BID.</p> <p>Signature..... Names (in print) .....</p> <p>Date .....</p>		