



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

TENDER: H20/019PF

RETURNABLE DOCUMENTS

FOR

**THE APPOINTMENT OF A SERVICE PROVIDER FOR
THE IDENTIFICATION, SURVEY AND SUPPLY OF
DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES
SITUATED IN LIMPOPO PROVINCE (VHEMBE,
SEKHUKHUNE, CAPRICORN, MOPANI AND
WATERBERG DISTRICTS)**

CONTENTS OF BID DOCUMENT

| | | | |
|------------------------|--|------------------|------------------|
| Project title: | THE APPOINTMENT OF A SERVICE PROVIDER FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE (VHEMBE, SEKHUKHUNE, CAPRICORN, MOPANI AND WATERBERG DISTRICS) | | |
| Project Leader: | Ronny Mosalo | Bid / no: | H20/019PF |

SECTIONS IN BID DOCUMENT

Bidders are to ensure that they have received all pages of the bid document, which consists of the following sections:

| Bid Document Name: | Number of Pages: |
|--|-------------------------|
| Cover page | 1 Page |
| Content page | 1 Page |
| Map of closing address | 1 Page |
| Bid Form (PA-32) | 3 Pages |
| PA-04(GS): Notice and invitation to tender | 3 Pages |
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| PA-11: Declaration of Interest and Bidder's Past Supply Chain Management Practices | 4 Pages |
| PA-15.1 Resolution of Board of Directors | 2 Pages |
| PA-15.2: Resolution of Board of Directors to enter into Consortia or Joint Ventures | 2 Pages |
| PA-15.3: Special Resolution of Consortia or Joint Venture | 3 Pages |
| PA-16 : Form for Claiming BBBEE points | 6 Pages |
| PA29: Certificate of Bid Determination | 4 Pages |
| PA-36: Declaration Certificate for Local Production and Content for Designated Sectors | 4 Pages |
| PA-40: Declaration of designated groups for preferential procurement | 2 Pages |
| Terms of reference | 12Pages |

**YOU ARE HEREBY INVITED TO BID TO THE GOVERNMENT OF THE
REPUBLIC OF SOUTH AFRICA**

PLEASE TAKE NOTE

BID NUMBER: H20/019PF

CLOSING TIME: SHARP 11:00 CLOSING DATE: 06 APRIL 2021

BIDS RECEIVED AFTER THE CLOSING TIME AND DATE ARE LATE AND WILL, AS A RULE NOT BE ACCEPTED FOR CONSIDERATION

BID DOCUMENTS MAY BE POSTED TO

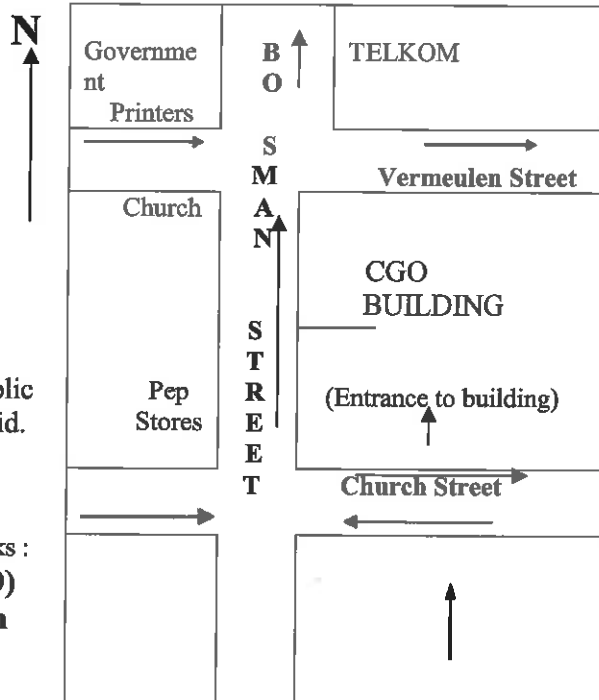
**DIRECTOR-GENERAL
Department of Public Works
Private Bag X65
PRETORIA
0001**

**ATTENTION: TENDER SECTION:
Central Government office: Room 121**

Bid documents that are posted must reach the Department of Public Works: Tender section, before 08:00 on the closing date of the bid.

OR

The bid documents may be deposited at the Department of Public Works :
Head Office: **Room 121, Central Government Office (CGO)**
**c/o Bosman and Vermeulen Street.(Entrance Vermeulen
Street) Pretoria,0001**



The Head Office of the Department of Public Works is open **Mondays to Fridays**
07:30 – 12:30 / 13:30 – 15:30. However, if the bid is late, it will, as a rule not be accepted for consideration.

Bidders should ensure that bids are delivered timeously to the correct address.

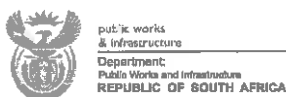
SUBMIT ALL BIDS ON THE OFFICIAL FORMS - DO NOT RETYPE.

Bids by telegram, facsimile or other similar apparatus will not be accepted for consideration.

**SUBMIT EACH BID IN A SEPARATE SEALED ENVELOPE,
INDICATING THE TENDER NR, CLOSING DATE AND YOUR COMPANY NAME**

The Government Tender Bulletin is available on the Internet on the following web sites:

1. <http://www.treasury.gov.za>
2. <http://www.info.gov.za/documents/tenders/index.htm>



PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)

| | | | | | |
|-------------|-------------|---------------|------------|---------------|-------|
| BID NUMBER: | 120701971P1 | CLOSING DATE: | 06/04/2021 | CLOSING TIME: | 11:00 |
|-------------|-------------|---------------|------------|---------------|-------|

| | |
|-------------|---|
| DESCRIPTION | THE APPOINTMENT OF A SERVICE PROVIDER FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE (VHEMBE, SEKHUKHUNE, CAPRICORN, MOPANI AND VA-THERBERG DISTRICTS) |
|-------------|---|

THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (DPW04.1 GS or DPW04.2 GS).

BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)

256 CGO BUILDING, CNR BOSMAN AND MADIBA STREETS, PRETORIA

OR POSTED TO:
PRIVATE BAG X 65, PRETORIA, 0001

SUPPLIER INFORMATION

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

| | | | | | |
|---|------------------------------|--|-----------|-------------------------------------|------------------------------|
| B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX] | TCS PIN: | | OR | CSD No: | |
| | <input type="checkbox"/> Yes | | | B-BBEE STATUS LEVEL SWORN AFFIDAVIT | <input type="checkbox"/> Yes |
| | <input type="checkbox"/> No | | | | <input type="checkbox"/> No |

IF YES, WHO WAS THE CERTIFICATE ISSUED BY?

| | | |
|--|--------------------------|--|
| AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX | <input type="checkbox"/> | AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) |
| | <input type="checkbox"/> | A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS) |
| | <input type="checkbox"/> | A REGISTERED AUDITOR |
| | | NAME: |

[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT (FOR EMEs & QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]

| | | | |
|---|--|--|--|
| ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ENCLOSE PROOF] | <input type="checkbox"/> Yes <input type="checkbox"/> No | ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED? [IF YES ANSWER PART B:3 BELOW] | <input type="checkbox"/> Yes <input type="checkbox"/> No |
|---|--|--|--|

| | |
|---------------------|------|
| SIGNATURE OF BIDDER | DATE |
|---------------------|------|

CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)

| | |
|-------------------------------|--|
| TOTAL NUMBER OF ITEMS OFFERED | TOTAL BID PRICE (ALL APPLICABLE TAXES) |
|-------------------------------|--|

| | |
|---|---|
| BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO: | TECHNICAL INFORMATION MAY BE DIRECTED TO: |
| DEPARTMENT/ PUBLIC ENTITY | CONTACT PERSON |



| | | | |
|------------------|--|------------------|--|
| CONTACT PERSON | | TELEPHONE NUMBER | |
| TELEPHONE NUMBER | | FACSIMILE NUMBER | |
| FACSIMILE NUMBER | | E-MAIL ADDRESS | |
| E-MAIL ADDRESS | | | |

PART B TERMS AND CONDITIONS FOR BIDDING

| | | |
|---|--|--|
| 1. | BID SUBMISSION: | |
| 1.1. | BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. | |
| 1.2. | ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR ONLINE | |
| 1.3. | BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. | |
| 1.4. | WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION. | |
| 1.5. | THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT. | |
| 2. | TAX COMPLIANCE REQUIREMENTS | |
| 2.1 | BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. | |
| 2.2 | BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS. | |
| 2.3 | APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA. | |
| 2.4 | BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID. | |
| 2.5 | IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER. | |
| 2.6 | WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. | |
| 3. | QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS | |
| 3.1. | IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.2. | DOES THE BIDDER HAVE A BRANCH IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.3. | DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| 3.4. | DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA? | <input type="checkbox"/> YES <input type="checkbox"/> NO |
| <p>IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.</p> | | |

NB: FAILURE TO PROVIDE ANY OF THE ABOVE PARTICULARS MAY RENDER THE BID INVALID. AN ORIGINAL OR CERTIFIED COPY OF THE B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE.

Note Well:

- a) In respect of non VAT vendors the bidders may not increase the bid price under Section 67(1) of the Value Added Tax Act of 1991 where the relevant transaction would become subject to VAT by reason of the turnover threshold being exceeded and the bidder becomes liable for VAT.
- b) **All delivery costs must be included in the bid price, for delivery at the prescribed destination.**
- c) The price that appears on this form is the one that will be considered for acceptance as **a firm and final offer**.
- d) The grand total in the pricing schedule(s), inclusive of VAT, attached to the bid offer must correlate and be transferred to this form (PA32)
- e) Where there are inconsistencies between the grand total price offer in the pricing schedule(s) and the PA32 price offer, the price offer on



the PA32 shall prevail and deemed to be firm and final. No further correspondence shall be entered into in this regard.

¹ All applicable taxes” includes value- added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies

PA-04 (GS): NOTICE AND INVITATION TO BID

THE DEPARTMENT OF PUBLIC WORKS INVITES BIDDERS FOR THE PROVISION OF *description of works*

| | |
|-----------------------|---|
| Project title: | <i>The appointment of a service provider for the identification, survey and supply of diagrams of various State Domestic Facilities situated in Limpopo Province (Vhembe, Sekhukhune, Capricorn, Mopani and Waterberg districts).</i> |
|-----------------------|---|

| | | | |
|--------------------------|---------------|-------------------------|---------------|
| Bid no: | H20/019PF | | |
| Advertising date: | 12 March 2021 | Closing date: | 06 April 2021 |
| Closing time: | 11h00 | Validity period: | 60 days |

Only bidders who are responsive to the following responsiveness criteria are eligible to submit bids:

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | Bid offer must be properly received on the bid closing date and time specified on the invitation, fully completed and signed in ink. |
| <input checked="" type="checkbox"/> | Submission of applicable (PA-15.1, PA-15.2, PA-15.3): Resolution by the Legal Entity, or consortium / joint venture, authorising a dedicated person(s) to sign documents on behalf of the firm / consortium / joint venture. |
| <input checked="" type="checkbox"/> | Submission of other compulsory returnable schedules / documents as per (PA-09 (GS)): List of returnable documents. |
| <input checked="" type="checkbox"/> | Submission of (PA-11): Declaration of Interest and Bidder's Past Supply Chain Management Practices |
| <input checked="" type="checkbox"/> | Submission of (PA-29): Certificate of Independent Bid Determination. |
| <input checked="" type="checkbox"/> | Registration on National Treasury's Central Supplier Database (CSD) |
| <input type="checkbox"/> | Copy of joint venture agreement if bidder is a joint venture and / or consortium. |
| <input checked="" type="checkbox"/> | Use of correction fluid is prohibited |
| <input checked="" type="checkbox"/> | Compliance with Pre-qualification criteria for Preferential Procurement (item 6.2 must be completed) |
| <input checked="" type="checkbox"/> | Compliance to Local Production and Content requirements as per PA36 and Annexure C |
| <input checked="" type="checkbox"/> | Certificate of registration with South African Geomatics Council (SAGC) |
| <input checked="" type="checkbox"/> | Certificate of registration with South African Council for Planners (SACPLAN) |
| <input type="checkbox"/> | Certified copies of qualification |

Tenderer must comply with the Pre-qualification criteria for Preferential Procurement listed below

| | |
|-------------------------------------|--|
| <input checked="" type="checkbox"/> | A tenderer having stipulated minimum B-BBEE status level of contributor: <input checked="" type="checkbox"/> Level 1 or <input checked="" type="checkbox"/> Level 2 or <input type="checkbox"/> Level 3 |
| <input type="checkbox"/> | An EME or QSE |
| <input type="checkbox"/> | A tenderer subcontracting a minimum of 30% to: <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are youth <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are women <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people with disabilities |



| | |
|--|---|
| | <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people living in rural or underdeveloped areas or townships <input type="checkbox"/> A co-operative which is at least 51% owned by black people <input type="checkbox"/> An EME or QSE which is at least 51% owned by black people who are Military veterans <input type="checkbox"/> An EME or QSE; |
|--|---|

This bid will be evaluated according to the preferential procurement model in the PPPFA: *(Tick applicable preference point scoring system)*

| | | |
|---|--|---|
| <input type="checkbox"/> 80/20 Preference points scoring system | <input checked="" type="checkbox"/> 90/10 Preference points scoring system | <input type="checkbox"/> Either 80/20 or 90/10 Preference points scoring system |
|---|--|---|

In case where below/above R 50 000 000 is selected, the lowest acceptable tender will be used to determine the applicable preference point system.

Note: Functionality will be applied as a prequalification criterion. Such criteria is used to establish minimum requirements where after bids will be evaluated solely on the basis of price and preference.

| | |
|--|-----------|
| Minimum functionality score to qualify for further evaluation: | 65 |
|--|-----------|

| Functionality criteria: | Weighting factor: |
|--|-------------------|
| The Company / bidder shall consist of qualified and registered professional land surveyors. | 10 |
| Collective experience of the company / bidder | 30 |
| Collective expertise and knowledge of the project team in land surveying, town planning, project management. | 30 |
| A well-documented methodology to be followed (modus operand) to execute the project. | 20 |
| Empowerment initiatives in women, youth and people living with disabilities. | 10 |
| | |
| | |
| Total | 100 Points |

Subject to sub-regulation 6(2) and /or 7(2), points must be awarded to a tenderer for attaining B-BBEE status level contributor in accordance with the table below:

| B-BBEE Status Level of Contributor | Number of Points (90/10 system) | Number of Points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- The points scored by a tenderer in respect of the level of BBBEE contribution contemplated in sub regulation 6(2) and 7(2) must be added to the points scored for price as calculated in accordance with sub regulation 6(1) and 7(1) respectively



- Subject to regulation 11(1), the contract must be awarded to the tenderer who scores the highest total number of points.
- A contract may be awarded to a tenderer that did not score the highest total number of points, only in accordance with section 2 (1) (f) of the Act

COLLECTION OF BID DOCUMENTS:

- Bid documents are available for free download on e-Tender portal www.etenders.gov.za
- Alternatively; Bid documents may be collected during working hours at the following address **CGO Building, 256 Madiba Street Pretoria**. A non-refundable bid deposit of R **1000, 00** is payable, (Cash only) is required on collection of the bid documents.
- A **select** pre bid meeting with representatives of the Department of Public Works will take place at **insert address** on **23/03/2021** starting at **10h00**. Venue **virtual meeting**. (if applicable)

ENQUIRIES RELATED TO BID DOCUMENTS MAY BE ADDRESSED TO:

| | | | |
|----------------------------|--|----------------------|--------------|
| DPW Project Leader: | Ronny Mosalo | Telephone no: | 012 406 1252 |
| Cell no: | 082 808 5533 | Fax no: | |
| E-mail: | ronny.mosalo@dpw.gov.za | | |

DEPOSIT / RETURN OF BID DOCUMENTS:

Telegraphic, telephonic, telex, facsimile, electronic and / or late tenders will not be accepted.

Requirements for sealing, addressing, delivery, opening and assessment of tenders are stated in the bid document.

All tenders must be submitted on the official forms –

| | | |
|---|----|--|
| <p>BID DOCUMENTS MAY BE POSTED TO:</p> <p>THE DIRECTOR -GENERAL DEPARTMENT OF PUBLIC WORKS PRIVATE BAG X 65 Pretoria 0001</p> <p>ATTENTION: PROCUREMENT SECTION: ROOM Annex Building</p> <p>POSTED TENDERS MUST BE RECEIVED PRIOR CLOSING DATE AND TIME AT 11H00 BY THE DEPARTMENT</p> | OR | <p>DEPOSITED IN THE TENDER BOX AT:</p> <p>DPWI CGO Building 256 Madiba Street Pretoria 0001</p> |
|---|----|--|

COMPILED BY:

| | | | |
|------------------------|-----------|-----------------|---------------|
| Ronny Mosalo | | Project Manager | 11 March 2021 |
| Name of Project Leader | Signature | Capacity | Date |

PA-09 (GS): LIST OF RETURNABLE DOCUMENTS

| | | | |
|------------------------|---|------------------------|-----------|
| Project title: | THE APPOINTMENT OF A SERVICE PROVIDER FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE (VHEMBE, SEKHUKHUNE, CAPRICORN, MOPANI AND WATERBERG DISTRICTS) | | |
| Project Leader: | Ronny Mosalo | Bid / Quote no: | H20/019PF |

1. THE BIDDER MUST COMPLETE THE FOLLOWING RETURNABLE DOCUMENTS:

(Bidders may use the "Returnable document" column to confirm documents have been completed and returned by inserting a tick)

| Bid Document Name: | Number of Pages: | Returnable document: |
|--|-------------------------|-----------------------------|
| Cover page | 01 Pages | <input type="checkbox"/> |
| Map | 01 Pages | <input type="checkbox"/> |
| Bid form of offer (PA 32) | 03 Pages | <input type="checkbox"/> |
| PA 04 (GS):Notice and invitation to tender | 04 Pages | <input type="checkbox"/> |
| PA 09 (GS):List of returnable documents | 02 Pages | <input type="checkbox"/> |
| PA-10(GS):General Conditions of contract | 10 Pages | <input type="checkbox"/> |
| PA-11(GS) Declaration of interest and bidder's past supply chain management practices | 04 Pages | <input type="checkbox"/> |
| PA-15.1: Resolution of board of Directors | 02 Pages | <input type="checkbox"/> |
| PA-15.2:Resolution of board of Directors to enter into consortia or joint venture | 02 Pages | <input type="checkbox"/> |
| PA-15.3:Special resolution of consortia or joint ventures | 02 Pages | <input type="checkbox"/> |
| PA-16:Preference Points Claim form | 05 Pages | <input type="checkbox"/> |
| PA-29: Certificate of independent Bid Determination | 04 Pages | <input type="checkbox"/> |
| PA-36: Declaration Certificate for Local Production and Content for Designated Sectors | 04 Pages | <input type="checkbox"/> |
| PA-40: Declaration of designated groups for preferential procurement | 02 Pages | <input type="checkbox"/> |
| Terms of reference | 12 Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |
| | Pages | <input type="checkbox"/> |

| | | |
|-----------------------|------------------|-------------|
| | | |
| Name of Bidder | Signature | Date |

PA-10: General Conditions of Contract (GCC)

PA-10: GENERAL CONDITIONS OF CONTRACT (GCC)

NOTES:

The purpose of this document is to:

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

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

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

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Contract amendments
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Dumping and countervailing duties
25. Force Majeure
26. Termination for insolvency
27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

PA-10: General Conditions of Contract (GCC)

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

- 1.1. **"Closing time"** means the date and hour specified in the bidding documents for the receipt of bids.
- 1.2. **"Contract"** means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.
- 1.3. **"Contract price"** means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.
- 1.4. **"Corrupt practice"** means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.
- 1.5. **"Countervailing duties"** are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.
- 1.6. **"Country of origin"** means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.
- 1.7. **"Day"** means calendar day.
- 1.8. **"Delivery"** means delivery in compliance of the conditions of the contract or order.
- 1.9. **"Delivery ex stock"** means immediate delivery directly from stock actually on hand.
- 1.10. **"Delivery into consignees store or to his site"** means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.
- 1.11. **"Dumping"** occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the RSA.
- 1.12. **"Force majeure"** means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13. **"Fraudulent practice"** means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14. **"GCC"** means the General Conditions of Contract.
- 1.15. **"Goods"** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

PA-10: General Conditions of Contract (GCC)

- 1.16. **“Imported content”** means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17. **“Local content”** means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18. **“Manufacture”** means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19. **“Order”** means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20. **“Project site”** where applicable, means the place indicated in bidding documents.
- 1.21. **“Purchaser”** means the organization purchasing the goods.
- 1.22. **“Republic”** means the Republic of South Africa.
- 1.23. **“SCC”** means the Special Conditions of Contract.
- 1.24. **“Services”** means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such obligations of the supplier covered under the contract.
- 1.25. **“Written” or “in writing”** means handwritten in ink or any form of electronic or mechanical writing.

2. Application

- 2.1. These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.
- 2.2. Where applicable, special conditions of contract are also laid down to cover specific supplies, services or works.
- 2.3. Where such special conditions of contract are in conflict with these general conditions, the special conditions shall apply.

3. General

- 3.1. Unless otherwise indicated in the bidding documents, the purchaser shall not be liable for any expense incurred in the preparation and submission of a bid. Where applicable a non-refundable fee for documents may be charged.
- 3.2. With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

- 5.1. The supplier shall not, without the purchaser's prior written consent, disclose the contract, or any provision thereof, or any specification, plan, drawing, pattern, sample, or information furnished by or on behalf of the purchaser in connection therewith, to any person other than a person employed by the supplier in the performance of the contract. Disclosure to any such employed person shall be

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made in confidence and shall extend only so far as may be necessary for purposes of such performance.

- 5.2. The supplier shall not, without the purchaser's prior written consent, make use of any document or information mentioned in GCC clause 5.1 except for purposes of performing the contract.
- 5.3. Any document, other than the contract itself mentioned in GCC clause 5.1 shall remain the property of the purchaser and shall be returned (all copies) to the purchaser on completion of the supplier's performance under the contract if so required by the purchaser.
- 5.4. The supplier shall permit the purchaser to inspect the supplier's records relating to the performance of the supplier and to have them audited by auditors appointed by the purchaser, if so required by the purchaser.

6. Patent rights

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

7. Performance security

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

8. Inspections, tests and analyses

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

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- 8.6. Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.
- 8.7. Any contract supplies may on or after delivery be inspected, tested or analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.
- 8.8. The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

- 9.1. The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.
- 9.2. The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

11. Insurance

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

12. Transportation

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

13. Incidental services

- 13.1. The supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:
- (a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
 - (b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
 - (c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
 - (d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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- (e) training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

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

- (a) such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
(b) in the event of termination of production of the spare parts:

- (i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and
(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

- 15.5. If the supplier, having been notified, fails to remedy the defect(s) within the period specified in SCC, the purchaser may proceed to take such remedial action as may be necessary, at the supplier's risk and expense and without prejudice to any other rights which the purchaser may have against the supplier under the contract.

16. Payment

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

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

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

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

17. Prices



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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

- 21.1. Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.
- 21.2. If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.
- 21.3. No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.
- 21.4. The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.
- 21.5. Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.
- 21.6. Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without cancelling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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



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

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

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

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

23.5 Any restriction on any person by the Accounting Officer/ Authority will, at the discretion of the Accounting Officer/ Authority, also be applicable to any 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 the first-mentioned person, is or was in the opinion of the Accounting Officer/ Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish The National Treasury, with the following information:
i) The name and address of the supplier and/or person restricted by the purchaser;
ii) The date of commencement of the restriction
iii) The period of the restriction; and
iv) The reasons for the restriction.

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

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

24. Anti-dumping and countervailing duties and rights

24.1. When, after the date of bid, provisional payments are required, or 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.

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25. Force Majeure

- 25.1. Notwithstanding the provisions of GCC Clauses 22 and 23, the supplier shall not be liable for forfeiture of its performance security, damages, or termination for default if and to the extent that his delay in performance or other failure to perform his obligations under the contract is the result of an event of force majeure.
- 25.2. If a force majeure situation arises, the supplier shall promptly notify the purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the purchaser in writing, the supplier shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

26. Termination for insolvency

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

27. Settlement of Disputes

- 27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in Connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.
- 27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.
- 27.3 Should it not be possible to settle a dispute by means of mediation, it may be settled in a South African court of law.
- 27.4 Mediation proceedings shall be conducted in accordance with the rules of the procedure specified in the SCC.
- 27.5 Notwithstanding any reference to mediation and/or court proceedings herein,
- (a) the parties shall continue to perform their respective obligations under contract unless they Otherwise agree; and
- (b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of Liability

- 28.1 Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to Clause 6;
- (a) the supplier shall not be liable to the purchaser, whether in contract, tort, or otherwise, for any indirect or consequential loss 12 or damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay penalties and/or damages to the purchaser; and
- (b) the aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.



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29. Governing language

29.1. The contract shall be written in English. All correspondence and other documents pertaining to the contract that is exchanged by the parties shall also be written in English.

30. Applicable law

30.1. The contract shall be interpreted in accordance with South African laws, unless otherwise specified in SCC.

31. Notices

31.1. Every written acceptance of a bid shall be posted to the supplier concerned by registered or certified mail and any other notice to him shall be posted by ordinary mail to the address furnished in his bid or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

31.2. The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.

32. Taxes and duties

32.1. A foreign supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside the purchaser's country.

32.2. A local supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted goods to the purchaser.

32.3. No contract shall be concluded with any bidder whose tax matters are not in order. Prior to the award of a bid the Department must be in possession of a tax clearance certificate, submitted by the bidder. This certificate must be an original issued by the South African

33. National Industrial Participation Programme (NIPP)

33.1 The NIP Programme administered by the Department of Trade and Industry shall be applicable to all contracts that are subject to the NIP obligation.

34. Prohibition of Restrictive Practices

34.1 In terms of section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, an agreement between, or concerted practice by, firms, or a decision by an association of firms, is prohibited if it is between parties in a horizontal relationship and if a bidder (s) is / are or a contractor(s) was / were involved in collusive bidding (or bid rigging).

34.2 If a bidder(s) or contractor(s), based on reasonable grounds or evidence obtained by the purchaser, has / have engaged in the restrictive practice referred to above, the purchaser may refer the matter to the Competition Commission for investigation and possible imposition of administrative penalties as contemplated in the Competition Act No. 89 of 1998.

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

| | | |
|----------------|-----------|------|
| | | |
| Name of Bidder | Signature | Date |



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

¹ "State" means –

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

² "Shareholder" means –

- (a) a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercise control over the enterprise

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

3.7.1 If so, furnish the following particulars:

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

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

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

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

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

3.8.1 If so, furnish particulars:.....
.....

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

3.9.1 If so, furnish particulars.
.....
.....



| | | | |
|-----|--|---------------------------------|-----------------------------|
| | informed in writing of this restriction by the National Treasury after the audi alteram partem rule was applied). | | |
| 5.2 | <i>If so, furnish particulars:</i> | | |
| 5.3 | <i>Is the tenderer / bidder or any of its directors listed on the Register for Tender Defaulters in terms of section 29 of the Prevention and Combating of Corrupt Activities Act (No 12 of 2004)?</i> To access this Register enter the National Treasury's website, www.treasury.gov.za, click on the icon "Register for Tender Defaulters" or submit your written request for a hard copy of the Register to facsimile number (012) 3265445. | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.4 | <i>If so, furnish particulars:</i> | | |
| 5.5 | <i>Was the tenderer / bidder or any of its directors convicted by a court of law (including a court outside of the Republic of South Africa) for fraud or corruption during the past five years?</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.6 | <i>If so, furnish particulars:</i> | | |
| 5.7 | <i>Was any contract between the tenderer / bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?</i> | <input type="checkbox"/> Yes | <input type="checkbox"/> No |
| 5.8 | <i>If so, furnish particulars:</i> | | |

6. CERTIFICATION

I the undersigned (full name) _____ certify that the information furnished on this declaration form is true and correct.

I accept that, in addition to cancellation of a contract, action may be taken against me should this declaration prove to be false.

| | | | |
|---------------------------|-----------|------|----------|
| | | | |
| Name of Tenderer / bidder | Signature | Date | Position |

This form has been aligned with SBD4 and SBD 8

PA-15.1: RESOLUTION OF BOARD OF DIRECTORS

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

_____ (legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

- The Enterprise submits a Bid / Tender to the Department of Public Works in respect of the following project:

_____ (project description as per Bid / Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

- *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid / Tender, and any and all other documents and/or correspondence in connection with and relating to the Bid / Tender, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid / Tender to the Enterprise mentioned above.

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
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The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.2: RESOLUTION OF BOARD OF DIRECTORS TO ENTER INTO CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the Board of *Directors / Members / Partners of:

(Legally correct full name and registration number, if applicable, of the Enterprise)

Held at _____ (place)

on _____ (date)

RESOLVED that:

1. The Enterprise submits a Bid /Tender, in consortium/Joint Venture with the following Enterprises:

(List all the legally correct full names and registration numbers, if applicable, of the Enterprises forming the Consortium/Joint Venture)

to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ (Bid / Tender Number as per Bid / Tender Document)

2. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign a consortium/joint venture agreement with the parties listed under item 1 above, and any and all other documents and/or correspondence in connection with and relating to the consortium/joint venture, in respect of the project described under item 1 above.

3. The Enterprise accepts joint and several liability with the parties listed under item 1 above for the due fulfilment of the obligations of the joint venture deriving from, and in any way connected with, the Contract to be entered into with the Department in respect of the project described under item 1 above.

4. The Enterprise chooses as its *domicilium citandi et executandi* for all purposes arising from this joint venture agreement and the Contract with the Department in respect of the project under item 1 above:

Physical address: _____

_____ (code)



Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____

| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must, where possible, be signed by all the Directors / Members / Partners of the Bidding Enterprise.
3. In the event that paragraph 2 cannot be complied with, the resolution must be signed by Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (attach proof of shareholding / ownership hereto).
4. Directors / Members / Partners of the Bidding Enterprise may alternatively appoint a person to sign this document on behalf of the Bidding Enterprise, which person must be so authorized by way of a duly completed power of attorney, signed by the Directors / Members / Partners holding a majority of the shares / ownership of the Bidding Enterprise (proof of shareholding / ownership and power of attorney are to be attached hereto).
5. Should the number of Directors / Members / Partners exceed the space available above, additional names and signatures must be supplied on a separate page.

ENTERPRISE STAMP



PA-15.3: SPECIAL RESOLUTION OF CONSORTIA OR JOINT VENTURES

RESOLUTION of a meeting of the duly authorised representatives of the following legal entities who have entered into a consortium/joint venture to jointly bid for the project mentioned below: *(legally correct full names and registration numbers, if applicable, of the Enterprises forming a Consortium/Joint Venture)*

1. _____

2. _____

3. _____

4. _____

5. _____

6. _____

7. _____

8. _____

Held at _____ *(place)*

on _____ *(date)*

RESOLVED that:

RESOLVED that:

- A. The above-mentioned Enterprises submit a Bid in Consortium/Joint Venture to the Department of Public Works in respect of the following project:

(Project description as per Bid /Tender Document)

Bid / Tender Number: _____ *(Bid / Tender Number as per Bid /Tender Document)*



B. *Mr/Mrs/Ms: _____

in *his/her Capacity as: _____ (Position in the Enterprise)

and who will sign as follows: _____

be, and is hereby, authorised to sign the Bid, and any and all other documents and/or correspondence in connection with and relating to the Bid, as well as to sign any Contract, and any and all documentation, resulting from the award of the Bid to the Enterprises in Consortium/Joint Venture mentioned above.

C. The Enterprises constituting the Consortium/Joint Venture, notwithstanding its composition, shall conduct all business under the name and style of:

D. The Enterprises to the Consortium/Joint Venture accept joint and several liability for the due fulfilment of the obligations of the Consortium/Joint Venture deriving from, and in any way connected with, the Contract entered into with the Department in respect of the project described under item A above.

E. Any of the Enterprises to the Consortium/Joint Venture intending to terminate the consortium/joint venture agreement, for whatever reason, shall give the Department 30 days written notice of such intention. Notwithstanding such decision to terminate, the Enterprises shall remain jointly and severally liable to the Department for the due fulfilment of the obligations of the Consortium/Joint Venture as mentioned under item D above.

F. No Enterprise to the Consortium/Joint Venture shall, without the prior written consent of the other Enterprises to the Consortium/Joint Venture and of the Department, cede any of its rights or assign any of its obligations under the consortium/joint venture agreement in relation to the Contract with the Department referred to herein.

G. The Enterprises choose as the *domicilium citandi et executandi* of the Consortium/Joint Venture for all purposes arising from the consortium/joint venture agreement and the Contract with the Department in respect of the project under item A above:

Physical address: _____

 _____ (code)

Postal Address: _____

 _____ (code)

Telephone number: _____

Fax number: _____



| | Name | Capacity | Signature |
|----|------|----------|-----------|
| 1 | | | |
| 2 | | | |
| 3 | | | |
| 4 | | | |
| 5 | | | |
| 6 | | | |
| 7 | | | |
| 8 | | | |
| 9 | | | |
| 10 | | | |
| 11 | | | |
| 12 | | | |
| 13 | | | |
| 14 | | | |
| 15 | | | |

The bidding enterprise hereby absolves the Department of Public Works from any liability whatsoever that may arise as a result of this document being signed.

Note:

1. * Delete which is not applicable.
2. **NB:** This resolution must be signed by all the Duly Authorised Representatives of the Legal Entities to the consortium/joint venture submitting this tender, as named in item 2 of Resolution PA-15.2.
3. Should the number of the Duly Authorised Representatives of the Legal Entities joining forces in this tender exceed the space available above, additional names, capacity and signatures must be supplied on a separate page.
4. Resolution PA-15.2, duly completed and signed, from the separate Enterprises who participate in this consortium/joint venture, must be attached to this Special Resolution (PA-15.3).



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

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

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

1. GENERAL CONDITIONS

1.1. The following preference point systems are applicable to all bids:

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

1.2. The value of this bid is estimated to ~~Exceed~~ R50 000 000 (all applicable taxes included) and therefore the ~~80/20~~ **90/10** system shall be applicable.

1.3. Preference points for this bid shall be awarded for:

- (a) Price; and
- (b) B-BBEE Status Level of Contribution.

1.3.1 The maximum points for this bid are allocated as follows:

| | POINTS |
|--|------------|
| 1.3.1.1 PRICE | 90 |
| 1.3.1.2 B-BBEE STATUS LEVEL OF CONTRIBUTION | 10 |
| Total points for Price and B-BBEE must not exceed | 100 |

1.4. Failure on the part of a bidder to fill in and/or to sign this form and submit a B-BBEE Verification Certificate from a Verification Agency accredited by the South African Accreditation System (SANAS) or an Accounting Officer as contemplated in the Close Corporation Act (CCA) together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

1.5. An Exempted Micro Enterprise (EME) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.

1.6. Qualifying Small Enterprise (QSE) is only required to obtain a sworn affidavit or a certificate issued by Companies and intellectual property Commission (CIPC) confirming their annual turnover of R10 Million or less and level of black ownership to claim points.



Preference Points Claim for Bids: PA-16

- 1.7 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.
- 1.8 CERTIFICATES ISSUED BY IRBA AND ACCOUNTING OFFICER HAVE BEEN DISCONTINUED; HOWEVER VALID CERTIFICATES ALREADY ISSUED BEFORE 01 JANUARY 2017 MAY BE USED UNTIL THEY PHASE OUT COMPLETELY BY DECEMBER 2017

2. DEFINITIONS

- (a) **“all applicable taxes”** includes value-added tax, pay as you earn, income tax, unemployment insurance fund contributions and skills development levies;
- (b) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (c) **“B-BBEE status level of contributor”** means the B-BBEE status received by a measured entity based on its overall performance using the relevant scorecard contained in the Codes of Good Practice on Black Economic Empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;
- (d) **“bid”** means a written offer in a prescribed or stipulated form in response to an invitation by an organ of state for the provision of services, works or goods, through price quotations, advertised competitive bidding processes or proposals;
- (e) **“Broad-Based Black Economic Empowerment Act”** means the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (f) **“comparative price”** means the price after the factors of a non-firm price and all unconditional discounts that can be utilized have been taken into consideration;
- (g) **“consortium or joint venture”** 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;
- (h) **“contract”** means the agreement that results from the acceptance of a bid by an organ of state;
- (i) **“EME”** means an Exempted Micro Enterprise as defines by Codes of Good Practice under section 9 (1) of the Broad-Based Black Economic Empowerment Act, 2003 (Act No. 53 of 2003);
- (j) **“Firm price”** means the price that is only subject to adjustments in accordance with the actual increase or decrease resulting from the change, imposition, or abolition of customs or excise duty and any other duty, levy, or tax, which, in terms of the law or regulation, is binding on the contractor and demonstrably has an influence on the price of any supplies, or the rendering costs of any service, for the execution of the contract;
- (k) **“functionality”** means the measurement according to predetermined norms, as set out in the bid documents, of a service or commodity that is designed to be practical and useful, working or operating, taking into account, among other factors, the quality, reliability, viability and durability of a service and the technical capacity and ability of a bidder;
- (l) **“non-firm prices”** means all prices other than “firm” prices;
- (m) **“person”** includes a juristic person;
- (n) **“QSE”** means a Qualifying Small Enterprise as defines by Codes of Good Practice under

Preference Points Claim for Bids: PA-16

P_{min} = Comparative price of lowest acceptable bid

5. Points awarded for B-BBEE Status Level of Contribution

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

| B-BBEE Status Level of Contributor | Number of points (90/10 system) | Number of points (80/20 system) |
|------------------------------------|---------------------------------|---------------------------------|
| 1 | 10 | 20 |
| 2 | 9 | 18 |
| 3 | 6 | 14 |
| 4 | 5 | 12 |
| 5 | 4 | 8 |
| 6 | 3 | 6 |
| 7 | 2 | 4 |
| 8 | 1 | 2 |
| Non-compliant contributor | 0 | 0 |

- 5.2 A trust, consortium or joint venture, will qualify for points for their B-BBEE status level as a legal entity, provided that the entity submits their B-BBEE status level certificate.
- 5.3 A trust, consortium or joint venture will qualify for points for their B-BBEE status level as an unincorporated entity, provided that the entity submits their consolidated B-BBEE scorecard as if they were a group structure and that such a consolidated B-BBEE scorecard is prepared for every separate bid.
- 5.4 Tertiary institutions and public entities will be required to submit their B-BBEE status level certificates in terms of the specialized scorecard contained in the B-BBEE Codes of Good Practice.
- 5.5 A person awarded a contract may not sub-contract more than 25% of the value of the contract to any other enterprise that does not have an equal or higher B-BBEE status level than the person concerned, unless the contract is sub-contracted to an EME that has the capability and ability to execute the sub-contract.

6. BID DECLARATION

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

7. B-BBEE STATUS LEVEL OF CONTRIBUTION CLAIMED IN TERMS OF PARAGRAPHS 1.3.1.2 AND 5.1

7.1 B-BBEE Status Level of Contribution: = (maximum of 10 or 20 points)



Preference Points Claim for Bids: PA-16

(Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 5.1 and must be substantiated by means of a B-BBEE certificate issued by a Verification Agency accredited by SANAS or Sworn Affidavit for EME's and QSE's.

8 SUB-CONTRACTING (relates to 5.5)

8.1 Will any portion of the contract be sub-contracted? YES / NO (delete which is not applicable)

8.1.1 If yes, indicate:

(i) what percentage of the contract will be subcontracted?

..... %

(ii) the name of the sub-contractor?

(iii) the B-BBEE status level of the sub-contractor?

.....

(iv) whether the sub-contractor is an EME/ a QSE? YES / NO (delete which is not applicable)

| Designated Group: An EME or QSE which is at least 51% owned by: | EME √ | QSE √ |
|---|----------|----------|
| Black people | | |
| Black people who are youth | | |
| Black people who are women | | |
| Black people with disabilities | | |
| Black people living in rural or underdeveloped areas or townships | | |
| Cooperative owned by black people | | |
| Black people who are military veterans | | |
| OR | | |
| Any EME | | |
| Any QSE | | |

9 DECLARATION WITH REGARD TO COMPANY/FIRM

9.1 Name of company/firm

9.2 VAT registration number :

9.3 Company registration number

9.4 TYPE OF COMPANY/ FIRM

Partnership/Joint Venture / Consortium

One person business/sole propriety

Close corporation

Company

(Pty) Limited

[TICK APPLICABLE BOX]

Preference Points Claim for Bids: PA-16

5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

.....

.....

.....

9.6 COMPANY CLASSIFICATION

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

9.7 Total number of years the company/firm has been in business?

9.8 I/we, the undersigned, who is / are duly authorised to do so on behalf of the company/firm, certify that the points claimed, based on the B-BBE status level of contribution indicated in paragraph 7 of the foregoing certificate/ Sworn Affidavit, qualifies the company/ firm for the preference(s) shown and I / we acknowledge that:

- (i) The information furnished is true and correct;
- (ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form.
- (iii) In the event of a contract being awarded as a result of points claimed as shown in paragraph 7, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- (iv) If the B-BBEE status level of contribution has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) Disqualify the person from the bidding process;
 - (b) Recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) Cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
 - (d) restrict the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, from obtaining business from any organ of state for a period not exceeding 10 years, after the audi alteram partem (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution

WITNESSES:

- 1.
- 2.

SIGNATURE(S) OF BIDDER(S)

DATE:.....

ADDRESS:.....

.....

PA- 29: CERTIFICATION OF INDEPENDENT BID DETERMINATION

| | | | |
|-----------------------|---|----------------------|--|
| Project title: | THE APPOINTMENT OF A SERVICE PROVIDER FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE (VHEMBE, SEKHUKHUNE, CAPRICORN, MOPANI AND WATERBERG DISTRICTS) | | |
| Bid no: | H20/019PF | Reference no: | |

INTRODUCTION

1. This PA-29 [Certificate of Independent Bid Determination] must form part of all bids¹ invited.
2. Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
3. Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
4. This form (PA-29) 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 (PA-29) must be completed and submitted with the bid:

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



Certification of Independent Bid Determination: PA-29

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf of: _____ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate.
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect.
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder.
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder.
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:

Certification of Independent Bid Determination: PA-29

- (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
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.

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

Certification of Independent Bid Determination: PA-29

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

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

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.

| | | | |
|----------------|-----------|------|----------|
| | | | |
| Name of Bidder | Signature | Date | Position |



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

PA-36: DECLARATION CERTIFICATE FOR LOCAL PRODUCTION AND CONTENT FOR DESIGNATED SECTORS

This Standard Bidding Document (SBD) must form part of all bids invited. It contains general information and serves as a declaration form for local content (local production and local content are used interchangeably).

Before completing this declaration, bidders must study the General Conditions, Definitions, Directives applicable in respect of Local Content as prescribed in the Preferential Procurement Regulations, 2017, the South African Bureau of Standards (SABS) approved technical specification number SATS 1286:2011 (Edition 1) and the Guidance on the Calculation of Local Content together with the Local Content Declaration Templates [Annex C (Local Content Declaration: Summary Schedule), D (Imported Content Declaration: Supporting Schedule to Annex C) and E (Local Content Declaration: Supporting Schedule to Annex C)].

1. General Conditions

- 1.1. Preferential Procurement Regulations, 2017 (Regulation 8) make provision for the promotion of local production and content.
- 1.2. Regulation 8.(2) prescribes that in the case of designated sectors, organs of state must advertise such tenders with the specific bidding condition that only locally produced or manufactured goods, with a stipulated minimum threshold for local production and content will be considered.
- 1.3. Where necessary, for tenders referred to in paragraph 1.2 above, a two stage bidding process may be followed, where the first stage involves a minimum threshold for local production and content and the second stage price and B-BBEE.
- 1.4. A person awarded a contract in relation to a designated sector, may not sub-contract in such a manner that the local production and content of the overall value of the contract is reduced to below the stipulated minimum threshold.
- 1.5. The local content (LC) expressed as a percentage of the bid price must be calculated in accordance with the SABS approved technical specification number SATS 1286: 2011 as follows:

$$LC = [1 - x / y] * 100$$

Where

x is the imported content in Rand

y is the bid price in Rand excluding value added tax (VAT)

Prices referred to in the determination of x must be converted to Rand (ZAR) by using the exchange rate published by South African Reserve Bank (SARB) on the date of advertisement of the bid as indicated in paragraph 3.1 below.

The SABS approved technical specification number SATS 1286:2011 is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp at no cost.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

1.6. A bid may be disqualified if this Declaration Certificate and the Annex C (Local Content Declaration: Summary Schedule) are not submitted as part of the bid documentation;

2. The stipulated minimum threshold(s) for local production and content (refer to Annex A of SATS 1286:2011) for this bid is/are as follows:

| <u>Description of services, works or goods</u> | <u>Stipulated minimum threshold</u> |
|--|-------------------------------------|
| _____ | _____ % |
| _____ | _____ % |
| _____ | _____ % |

3. Does any portion of the goods or services offered have any imported content?

(Tick applicable box)

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

3.1 If yes, the rate(s) of exchange to be used in this bid to calculate the local content as prescribed in paragraph 1.5 of the general conditions must be the rate(s) published by SARB for the specific currency on the date of advertisement of the bid.

The relevant rates of exchange information is accessible on www.resbank.co.za

Indicate the rate(s) of exchange against the appropriate currency in the table below (refer to Annex A of SATS 1286:2011):

| Currency | Rates of exchange |
|----------------|-------------------|
| US Dollar | |
| Pound Sterling | |
| Euro | |
| Yen | |
| Other | |

NB: Bidders must submit proof of the SARB rate (s) of exchange used.

4. Where, after the award of a bid, challenges are experienced in meeting the stipulated minimum threshold for local content the dti must be informed accordingly in order for the dti to verify and in consultation with the AO/AA provide directives in this regard.

LOCAL CONTENT DECLARATION
(REFER TO ANNEX B OF SATS 1286:2011)



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

LOCAL CONTENT DECLARATION BY CHIEF FINANCIAL OFFICER OR OTHER LEGALLY RESPONSIBLE PERSON NOMINATED IN WRITING BY THE CHIEF EXECUTIVE OR SENIOR MEMBER/PERSON WITH MANAGEMENT RESPONSIBILITY (CLOSE CORPORATION, PARTNERSHIP OR INDIVIDUAL)

IN RESPECT OF BID NO.

ISSUED BY: (Procurement Authority / Name of Institution):
.....

NB

- 1 The obligation to complete, duly sign and submit this declaration cannot be transferred to an external authorized representative, auditor or any other third party acting on behalf of the bidder.
- 2 Guidance on the Calculation of Local Content together with Local Content Declaration Templates (Annex C, D and E) is accessible on http://www.thedti.gov.za/industrial_development/ip.jsp. Bidders should first complete Declaration D. After completing Declaration D, bidders should complete Declaration E and then consolidate the information on Declaration C. **Declaration C should be submitted with the bid documentation at the closing date and time of the bid in order to substantiate the declaration made in paragraph (c) below.** Declarations D and E should be kept by the bidders for verification purposes for a period of at least 5 years. The successful bidder is required to continuously update Declarations C, D and E with the actual values for the duration of the contract.

I, the undersigned, (full names),
do hereby declare, in my capacity as
of(name of bidder
entity), the following:

- (a) The facts contained herein are within my own personal knowledge.
- (b) I have satisfied myself that:
 - (i) the goods/services/works to be delivered in terms of the above-specified bid comply with the minimum local content requirements as specified in the bid, and as measured in terms of SATS 1286:2011; and
- (c) The local content percentage (%) indicated below has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E which has been consolidated in Declaration C:

| | |
|--|---|
| Bid price, excluding VAT (y) | R |
| Imported content (x), as calculated in terms of SATS 1286:2011 | R |
| Stipulated minimum threshold for local content (paragraph 3 above) | |
| Local content %, as calculated in terms of SATS 1286:2011 | |

If the bid is for more than one product, the local content percentages for each product contained in Declaration C shall be used instead of the table above.



PA36: Declaration Certificate for Local Production and Content for Designated Sectors.

(This form has been aligned with NT - SBD 6.2)

The local content percentages for each product has been calculated using the formula given in clause 3 of SATS 1286:2011, the rates of exchange indicated in paragraph 3.1 above and the information contained in Declaration D and E.

(d) I accept that the Procurement Authority / Institution has the right to request that the local content be verified in terms of the requirements of SATS 1286:2011.

(e) I understand that the awarding of the bid is dependent on the accuracy of the information furnished in this application. I also understand that the submission of incorrect data, or data that are not verifiable as described in SATS 1286:2011, may result in the Procurement Authority / Institution imposing any or all of the remedies as provided for in Regulation 14 of the Preferential Procurement Regulations, 2017 promulgated under the Preferential Policy Framework Act (PPPFA), 2000 (Act No. 5 of 2000).

SIGNATURE: _____

WITNESS No. 1 _____

DATE: _____

WITNESS No. 2 _____

DATE: _____

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

Name of Tenderer

EME¹ QSE² Non EME/QSE (tick applicable box)

1. LIST ALL PROPRIETORS, MEMBERS OR SHAREHOLDERS BY NAME, IDENTITY NUMBER, CITIZENSHIP AND DESIGNATED GROUPS.

| Name and Surname # | Identity/ Passport number and Citizenship## | Percentage owned | Black | Indicate if youth | Indicate if woman | Indicate if person with disability | Indicate if living in Rural (R) / Under Developed Area (UD) / Township (T) / Urban (U). | Indicate if military veteran |
|--------------------|---|---------------------|--|--|--|--|--|--|
| 1. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 2. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 3. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 4. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 5. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 6. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 7. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 8. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 9. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 10. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 11. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |
| 12. | | % | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> Yes <input type="checkbox"/> No | <input type="checkbox"/> R <input type="checkbox"/> UD <input type="checkbox"/> T <input type="checkbox"/> U | <input type="checkbox"/> Yes <input type="checkbox"/> No |

Where Owners are themselves a Company, Close Corporation, Partnership etc, identify the ownership of the Holding Company, together with Registration number
State date of South African citizenship obtained (not applicable to persons born in South Africa)

¹ EME: Exempted Micro Enterprise

² QSE: Qualifying Small Business Enterprise

PA- 40: DECLARATION OF DESIGNATED GROUPS FOR PREFERENTIAL PROCUREMENT

2. DECLARATION:

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

- 1 The information and particulars contained in this Affidavit are true and correct in all respects;
- 2 The Broad-based Black Economic Empowerment Act, 2003 (Act 53 of 2003), Preferential Procurement Policy Framework Act, 2000 (Act 5 of 2000), the Preferential Procurement Regulations, 2017, National Small Business Act 102 of 1996 as amended and all documents pertaining to this Tender were studied and understood and that the above form was completed according to the definitions and information contained in said documents;
- 3 The Tenderer understands that any intentional misrepresentation or fraudulent information provided herein shall disqualify the Tenderer's offer herein, as well as any other tender offer(s) of the Tenderer simultaneously being evaluated, or will entitle the Employer to cancel any Contract resulting from the Tenderer's offer herein;
- 4 The Tenderer accepts that the Employer may exercise any other remedy it may have in law and in the Contract, including a claim for damages for having to accept a less favourable tender as a result of any such disqualification due to misrepresentation or fraudulent information provided herein;
- 5 Any further documentary proof required by the Employer regarding the information provided herein, will be submitted to the Employer within the time period as may be set by the latter;

Signed by the Tenderer

| | |
|-------------------------------|------------------|
| | |
| Name of representative | Signature |
| | Date |



public works
& infrastructure

Department:
Public Works and Infrastructure
REPUBLIC OF SOUTH AFRICA

**TERMS OF REFERENCE FOR THE IDENTIFICATION,
SURVEY AND SUPPLY OF DIAGRAMMS OF VARIOUS
STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO
PROVINCE.**

18 FEBRUARY 2021

**TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS
OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.**

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TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

1. PURPOSE

This document presents the Terms of Reference (ToR) for the appointment of a service provider(s) to assist the Department of Public Works and Infrastructure (DPWI) and Limpopo Provincial Public Works, Roads and Infrastructure (LPPWRI) to survey State Domestic Facilities (SDFs).

2. BACKGROUND

The State requires in terms of various Land Administration Acts, e.g. Government Immovable Asset Management Act (GIAMA), 2007 and the Public Finance Management Act (PFMA), 1999; that immovable asset registers of all State Land should record their respective property portfolios.

Prior to 27 April 1994, state immovable properties were registered in the name of a multitude of authorities such as the Union of South Africa, the Republic of South Africa, the TBVC states, the Provincial Administrations, the South African Development Trust, the Community Development Board, Education Trustees and Hospital Trustees, as well as certain office-bearers such as the Governor-General, the State President, the Minister of Lands, the Administrator of Transvaal, etc.

Section 28(1) of the Constitution prescribes the registration of State-owned immovable properties (previously section 239 of the Constitution, Act 200 of 1993) between the National Government and the Provincial Governments, based on the designated functions of such governments and the legislation administered by the respective spheres of Government.

In terms of the Municipal Property Rates Act (MPRA), 2004, all registered owners of land are required to pay for rates and taxes to respective municipalities.

3. PROBLEM STATEMENT

Un-surveyed State Domestic Facilities (SDFs) has been identified as one of the key root causes that contribute towards the increase of municipal debt by both national and provincial spheres of government.

The vesting process towards regularization of ownership of State Land by national and provincial spheres of government, in terms item 28(1) of schedule six of the Constitution, has been moving at the slow pace thus not confirming the rightful owner.

All un-surveyed SDFs must be surveyed in order to facilitate registration of land ownership. An approved Surveyor – General Diagram (SG diagram), in terms of the Land Survey Act, 1997 is therefore compulsory to facilitate registration of State Land in terms of the Deeds Registries Act, 1937.

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

4. SCOPE OF WORK:

The activities required for the project are the following:

- 4.1. Validate existence of 6664 SDFs as indicated in the enclosed spreadsheet(s) and Cadastral Survey of the validated un-surveyed SDFs. The project is subdivided in five districts as detailed in paragraph 6.1
- 4.2. Framing of diagrams in accordance with the Land Survey Act 8 of 1997.
- 4.3. Lodgement of diagrams and records for approval, (in accordance with the Land Survey Act 8 of 1997), with the Limpopo Surveyor-General.
- 4.4. Delivery of Approved Diagrams to the Office of the Chief Surveyor- General in Pretoria.

5. DELIVERABLES:

The expected outcome of the work from the Service Provider(s) is to deliver the approved SG Diagrams for all validated un-surveyed SDFs which includes:

- 5.1 The name of State Domestic Facilities (SDFs) (e.g. *Giyani High School*) in the figure description of the SDF diagram.
- 5.2 As an annexure, locality map and image of each verified State Domestic Facility.

6. PROJECT TIME LINES

- 6.1 It is expected that the project should be completed within **12 months** from date of appointment. The following is breakdown of SDFs:

| | |
|---------------|-------------|
| a) Vhembe | 1702 |
| b) Sekhukhune | 1460 |
| c) Capricorn | 1332 |
| d) Mopani | 1294 |
| e) Waterberg | 876 |
| Total | 6664 |

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

- 6.2 The successful service provider shall continually be engaged until the conclusion of the project.
- 6.3 The Service Provider(s) must report progress as per the scope outlined in paragraph 4 of the Terms of Reference. This will include:
 - a) Operational Committee (Opco) meetings bi-weekly at the commencement of the project and later monthly to discuss progress on the project.
 - b) Steering Committee (Steerco) meetings quarterly to discuss progress on the project.
- 6.4 Progress reports must be submitted to the National Department of Public Works and Infrastructure (Project Leader) as and when required.

7. CADASTRAL SURVEY AND SERVICES REQUIRED FROM THE SERVICE PROVIDER (S)

- 7.1. All surveys to be done in accordance with the Land Survey Act and Regulations (Act 8 of 1997).
- 7.2. SDF's must be surveyed as subdivisions in accordance with the following criteria: In cases of uncertainty the position of SDF - boundaries must be cleared with the relevant community/communities, the official Head of the SDF and Office of the Chief Surveyor-General before framing the final subdivisional diagram.
- 7.3. Where a facility is on two different land parcels, such land parcels should be subdivided and consolidated into one SG diagram.
- 7.4. Designations must be in accordance with the proclaimed Administrative Area name as well as the Portion number reserved by the Surveyor-General.
- 7.5. The selected boundary of any SDF located at an offset distance of at least 5 metres from an existing cadastral boundary must be changed to co-inside with such cadastral boundary.
- 7.6. The Official Head of every SDF is to be consulted prior to commencement of survey. In addition, all placed beacons to be pointed out to the aforementioned Head or delegated agent and acknowledged / certified in

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

writing. The signed acknowledgement / certification must accompany the submitted survey records to the Surveyor-General.

7.7. In order to facilitate examination and approval, it is recommended that SG lodgments be restricted to batches comprising a maximum of 25 diagrams.

7.8. The following guidelines and criteria in the assessment of the proposed boundaries of an SDF must be considered:

a) The peripheral facilities being utilized to facilitate its functionality.

b) Approximate alignment to existing peripheral access.

The figure must align to logical future layout planning of the adjacent sites and roads.

c) The extent of the proposed figure must satisfy required area guidelines of the relevant Administrative Authority.

d) The current perimeter fence (if any) must satisfy the above stated considerations. The surveying of the SDF must not rely on the perimeter fence as a guide for the determination of the SDF boundary.

e) Ensure that the new demarcations of the SDFs do not encroach into the adjacent properties.

8. CONDITIONS OF CONTRACT

The conditions of contract applicable to this appointment will be the General Conditions of Contract for Goods and Services [PA-10].

The Department reserves the right to appoint one Service Provider per district. This will be done in the interest of spreading work between more Service Providers. The Department may consider appointing the same Service Provider in more than one district where there is a shortfall of successful bidders in a district and within the estimate price range for the district tendered.

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

9. RESPONSIVENESS CRITERIA

- 9.1 Bidders will be required to demonstrate the experience, expertise and competencies as specified in section 11.
- 9.2 Bidders' lead person/s in functionality criteria [subsection 11.1 below] must be (a) registered Professional Land Surveyors and Town Planners; and (b) be registered with the South African Geomatics Council (SAGC) and South African Council for Planners (SACPLAN).
- 9.3 Bids that do not attain the minimum functionality score (65%) as stipulated in section 14, will not qualify for further evaluation.

10. FORMAT OF PROPOSALS

The Service Provider (at own cost) must prepare and submit a proposal as outlined below.

- 10.1 Responses shall be prepared on A4 paper and bound in (portrait) format. All pages must be numbered. The binding should be ring or spiral with section heading that are clearly tabled and marked by subject.
- 10.2 Proposals shall be submitted in a complete original (*no copies*). The original document shall be clearly marked including tender number.
- 10.3 Bidders shall structure their proposals such that each volume and area of the proposal is complete and stands alone. The use of cross-referencing within the proposal to satisfy format requirements is not acceptable.
- 10.4 Proposals shall be written concisely and follow good writing practices. Unnecessarily elaborate brochures or other presentations are not desired. All material submitted should be relevant to the subject matter.
- 10.5 The Bidder's proposal shall use a numbering system corresponding to that of this tender. Adherence to the order of the issues and numbering schemes outlined is required in order to:
 - (a) Reduce duplication of information submitted to the Department;
 - (b) Facilitate a structured evaluation approach; and
 - (c) Ensure that all proposals are treated equally.

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10.6 The Bidder may however identify additional relevant issues, by adding the suffix "A" (as in additional) to the new paragraph number.

10.7 Proposals shall be submitted in English.

11. PROPOSAL SUBMISSION

The proposal shall be sub-divided into the following 3 chapters:

11.1 Company / Bidder

11.1.1 Qualification (10)

- (a) The company / bidder must comprise of qualified and registered Professional Land Surveyors with the South African Geomatics Council (SAGC);

All relevant qualifications and registration with professional bodies must be included.

11.1.2 Collective Experience of the company / bidder (30)

- (a) Experience in cadastral surveying;
- (b) Experience in framing of SG diagrams;
- (c) Experience in lodgement of SG diagrams;

Produce reference on similar work previously conducted by the company (attach appointment letters).

11.1.3 Collective Expertise and Knowledge of the project team (30)

- (a) Expertise in Land Surveying;
- (b) Expertise in Town Planning;
- (c) Expertise in Project Management.

11.2 Methodology (20)

A well-documented project plan to be followed, highlighting, but not limited to:

- (a) Deployment of resources;
- (b) Stakeholder engagement;
- (c) Project Execution Plan;
- (d) Critical time frames; and
- (e) Quality assurance.

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

11.3 Empowerment (10)

Demonstrate contribution towards empowerment initiative in the following groups:

- (a) Women;
- (b) Youth
- (c) People living with disabilities.

12. CONFIDENTIALITY AND COPYRIGHT

12.1 All information generated, communication produced, and data acquired, and any other material produced under the auspices of this project remains the intellectual property of the Department.

12.2 The Service Provider will be bound by the same clause of confidentiality and code of ethics as applicable to officials of the Public Service for the duration of the project.

13. INDEMNITY

13.1 The Department will not be held responsible for any costs incurred by the bidder/s in the preparation and submission of the bids.

13.2. Travelling costs and time spent or incurred between home and office of the Service Provider will not be for the account of the Department.

14. EVALUATION CRITERIA

14.1 All bids submitted will be evaluated in accordance with the 90/10 principle. Bids will first be scored on functionality as set out below. Bidders that reach the minimum score will be taken to the second stage for evaluation on Price and Preference. Evaluation of bids will be in accordance with 6.1 above; i.e a district with highest number of SDFs will be evaluated first. Bidders may opt to tender on one or multiple districts by completing and submitting the relevant PA-32(s). This process will then be followed in the allocation of the next districts. The highest scoring bidder for the first (and subsequent) district(s) will not be taken into account in the allocating of further districts unless the department does not receive enough responsive bids to allocate one district per bidder. The process will then be repeated until all districts have been allocated.

14.2 **The minimum functionality score to qualify for further evaluation is 65%**

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

14.3 The following evaluation criteria will apply:

| A. | Functionality criteria | Weight (%) |
|-----------|--|-------------------|
| 1. | The company / bidder shall consist of qualified and registered professional land surveyors. | 10 |
| 2. | Collective experience of the company / bidder. | 30 |
| 3. | Collective expertise and knowledge of the company / bidder's project team in a) land surveying; b) town planning; c) project management. | 30 |
| 4. | A well-documented methodology to be followed (modus operandi) to execute the project, highlighting, but not limited to: <ul style="list-style-type: none"> - deployment of resources; - project execution plan; - stakeholder engagement; - critical time frames; - quality assurance. | 20 |
| 5. | Empowerment initiative in the following groups: <ul style="list-style-type: none"> - women; - youth - people living with disabilities. | 10 |
| | Total Weight | 100 |

15. BRIEFING SESSION

A non-compulsory briefing session will be held as follows:

Visual: Zoom link

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

16. COPYRIGHT

- 16.1 All records supplied by the Surveyor-General: Limpopo and any final product produced from these records and any documentation in accordance with this specification shall become the property of the State (regardless of whether they are accepted or not).
- 16.2 The copyright of all records will be vested in the State and no copies, other than those to be delivered to the Surveyor-General, shall be made.

17. PAYMENT FOR WORK

The Department undertakes to pay all valid claims for work done to its satisfaction upon presentation of approved SG diagram.

No payment will be made where there is outstanding information/work by the Service Provider.

18. DATA AND INFORMATION

- 18.1 Data and information to be sourced from the Office of the Surveyor- General by the Service Provider:
- 18.2 The following information will be supplied for each SDF:
- a. The new sub-divisional designation.
 - b. Access to the 1:50000-topo-sheet reference.
- 18.3 Auto E-mailer Services will be available to access Reference Cadastral Data and information for the survey.

TERMS OF REFERENCE FOR THE IDENTIFICATION, SURVEY AND SUPPLY OF DIAGRAMS OF VARIOUS STATE DOMESTIC FACILITIES SITUATED IN LIMPOPO PROVINCE.

19. COLLECTION OF DATA

19.1 The data, as listed under paragraph 18.2 of this specification, will be available from:

The Surveyor-General's Office: Limpopo

101 Dorp Street,

Private Bag X9689

Polokwane, 0700

Polokwane, 0700

Tel: (015) 283 2300

E-mail: sgdatalmp@drdlr.gov.za

20. GENERAL

The successful Service Provider will remain responsible for the correction of any errors/problems relating to the survey that may be discovered after the completion of the contract. The costs of this service will be for the Service Provider expenses.

21. SUBMISSION AND RECEIPT OF BIDS

**Address: Department of Public Works and Infrastructure
256 Madiba Street
Pretoria 0001**

22. ENQUIRIES

Further information, queries and questions of clarity can be addressed to the project manager, Mr. Ronny Mosalo, Department of Public Works and Infrastructure, Tel: 012-406-1252, Email: ronny.mosalo@dpw.gov.za. or the SCM practitioner mannukoana.ramotheba@dpw.gov.za

Note:

The link for the visual meeting:

Date: 23/03/2021 a

Time: 10:00

Link: <https://dpw-za.zoom.us/j/98642409726?pwd=ZGIBUTV0KzhLZFNQMitxdIhrZmcwdz09>