



DEVELOPMENT THROUGH PARTNERSHIP

Request for Proposal

Appointment of suitably qualified and experienced panel of service providers to conduct investigations over the period of 36 months

For cidb

Witness

Bidder

Witness

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For cidb

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Please index as per the below table

SECTION 1

CHECKLIST OF RETURNABLE SCHEDULES AND DOCUMENTS

Please adhere to the following instructions

- Tick in the relevant block below, the documents and schedules that form part of your response
- Ensure that the following documents are completed and signed where applicable
- Use the prescribed sequence in attaching the annexes that complete the Bid Document
- Should all of these documents not be included, the bidder may be disqualified on the basis of non-compliance/ non-responsiveness

YES NO THE BID / REQUEST FOR QUOTATION RETURNABLE SCHEDULE OR DOCUMENT

(The following compulsory statutory documents must be completed and signed/ submitted)

<input type="checkbox"/>	<input type="checkbox"/>	SBD1: Invitation to Bid
<input type="checkbox"/>	<input type="checkbox"/>	SBD2: Tax Clearance Certificate Requirement
<input type="checkbox"/>	<input type="checkbox"/>	SBD3.1: Pricing Schedule – Firm Prices (Purchases)
<input type="checkbox"/>	<input type="checkbox"/>	SBD4: Declaration of Interest form
<input type="checkbox"/>	<input type="checkbox"/>	SBD6.1: Preference Claim Forms in terms of Preferential Procurement Regulations AND accredited and Valid BEE certificates or Sworn Affidavit (For EMEs & QSEs) . SBD6.1 must be completed when claiming for BEE points.
<input type="checkbox"/>	<input type="checkbox"/>	SBD8: Declaration of Bidder’s Past Supply Chain Practices
<input type="checkbox"/>	<input type="checkbox"/>	SBD9: Certificate of Independent Bid Determination
<input type="checkbox"/>	<input type="checkbox"/>	Record of Addenda issued to bidders before the bid closing date (To be completed only if cidb issued addenda)
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies (Copy with original stamp) of your CIPC company registration documents listing all members with percentages, in case of a CC or Pty
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies of South African Identity Documents or Valid Passports of Members. Directors / owner (In a case of a sole proprietor or Partnership)
<input type="checkbox"/>	<input type="checkbox"/>	Certified copies (Copy with original stamp) of all latest share certificates, in case of a company
<input type="checkbox"/>	<input type="checkbox"/>	Proof of registration with the National Treasury Central Supplier Database

For cidb

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SECTION 2

THE CONTRACT

- | | | |
|--------------------------|--------------------------|---|
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure A: Methodology/ Approach paper |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure B: Experience of the bidder |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure C: Experience of key personnel |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure D: Special Conditions of Contract (SCC) |
| <input type="checkbox"/> | <input type="checkbox"/> | Annexure E: General Conditions of Contract (GCC) |

For cidb Witness

Bidder Witness

APPOINTMENT OF SUITABLY QUALIFIED AND EXPERIENCED PANEL OF SERVICE PROVIDERS TO CONDUCT INVESTIGATIONS OVER THE PERIOD OF 36 MONTHS

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SBD 1

**PART A
INVITATION TO BID**

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE CONSTRUCTION INDUSTRY DEVELOPMENT BOARD					
BID NUMBER:	RFB30021	CLOSING DATE:	17 OCTOBER 2019	CLOSING TIME:	11:00
DESCRIPTION	APPOINTMENT OF SUITABLY QUALIFIED AND EXPERIENCED PANEL OF SERVICE PROVIDERS TO CONDUCT INVESTIGATIONS OVER THE PERIOD OF 36 MONTHS				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
cidb Head Office; SABS Campus Block N and R; 2 Dr Lategan Road; Groenkloof					
VALIDITY PERIOD	90 DAYS				
COMPULSORY BRIEFING SESSION DATE AND TIME	NOT APPLICABLE				
VENUE	NOT APPLICABLE				
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	Mr Sphiwe Mlangeni		CONTACT PERSON	Ms Yolanda Mdhuli	
TELEPHONE NUMBER	012 482 7328		TELEPHONE NUMBER	012 482 7232	
FACSIMILE NUMBER	086 618 5572		FACSIMILE NUMBER		
E-MAIL ADDRESS	SphiweM@cidb.org.za		E-MAIL ADDRESS	YolandaM@cidb.org.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
TOTAL BID PRICE	R				
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		TICK APPLICABLE BOX <input type="checkbox"/> Yes <input type="checkbox"/> No
[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]					

For cidb

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

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS	
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA? <input type="checkbox"/> YES <input type="checkbox"/> NO	
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA? <input type="checkbox"/> NO	<input type="checkbox"/> YES
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? NO	<input type="checkbox"/> YES <input type="checkbox"/> NO
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.	

**PART B
TERMS AND CONDITIONS FOR BIDDING**

1. BID SUBMISSION:
1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED-(NOT TO BE RE-TYPED) OR IN THE MANNER PRESCRIBED IN THE BID DOCUMENT. 1.3. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT, 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER SPECIAL CONDITIONS OF CONTRACT. 1.4. THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).
2. TAX COMPLIANCE REQUIREMENTS
2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS. 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VERIFY THE TAXPAYER'S PROFILE AND TAX STATUS. 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) PIN MAY BE MADE VIA E-FILING THROUGH THE SARS WEBSITE WWW.SARS.GOV.ZA. 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS CERTIFICATE TOGETHER WITH THE BID. 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED; EACH PARTY MUST SUBMIT A SEPARATE TCS CERTIFICATE / PIN / CSD NUMBER. 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED. 2.7 NO BIDS WILL BE CONSIDERED FROM PERSONS IN THE SERVICE OF THE STATE, COMPANIES WITH DIRECTORS WHO ARE PERSONS IN THE SERVICE OF THE STATE, OR CLOSE CORPORATIONS WITH MEMBERS PERSONS IN THE SERVICE OF THE STATE."

For cidb

Witness

Bidder

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

SIGNATURE OF BIDDER:

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

DATE:.....

NOTE
Blacklisted companies appearing on the National Treasury database and prohibited from conducting business with public entities, shall not be considered.
For verification, cidb reserves the right to conduct site visits and interview officials who's CVs have been submitted as part of this bid.
Late, Faxed or emailed bids or part thereof, shall not be considered.

For cidb

Witness

Bidder

Witness

TAX CLEARANCE CERTIFICATE

SBD2

TAX CLEARANCE CERTIFICATE REQUIREMENTS

It is a condition of bid that the taxes of the successful bidder must be in order, or that satisfactory arrangements have been made with South African Revenue Service (SARS) to meet the bidder's tax obligations.

- 2 In order to meet this requirement bidders are required to complete in full the attached form TCC 001 "Application for a Tax Clearance Certificate" and submit it to any SARS branch office nationally. The Tax Clearance Certificate requirements are also applicable to foreign bidders/individuals who wish to submit bids.
- 2 SARS shall the n furnish the bidder with a Tax Clearance Certificate that shall be valid for a period of one (1) year from the date of approval.
- 3 The original Tax Clearance Certificate must be submitted together with the bid. Failure to submit the original and valid Tax Clearance Certificate shall result in the invalidation of the bid. Certified copies of the Tax Clearance Certificate shall not be acceptable.
- 4 In bids where Consortia / Joint Ventures / subcontractors are involved, each party must submit a separate Tax Clearance Certificate.
- 5 Copies of the TCC 001 "Application for a Tax Clearance Certificate" form are available from any SARS branch office nationally or on the website www.sars.gov.za.
- 6 Applications for the Tax Clearance Certificates may also be made via eFiling. In order to use this provision, taxpayers shall need to register with SARS as eFilers through the website www.sars.gov.za.

For cidb

Witness

Bidder

Witness

CERTIFICATE OF AUTHORITY FOR SIGNATORY

Indicate the status of the tenderer by ticking the appropriate box hereunder. The tenderer must complete the certificate set out below for the relevant category, and **attach their Registration Certificates for Companies, Close Corporations and Partnerships, or Agreements and Powers of Attorney for Joint Ventures, or ID documents to the page provided at the end of this form.**

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

(I) CERTIFICATE FOR COMPANY

I, chairperson of the Board of Directors of hereby confirm that by resolution of the Board (Copy attached) taken on 20....., Mr/Ms acting in the capacity of, was authorized to sign all documents in connection with the tender for Contract No..... and any contract resulting from it, on behalf of the company.

Chairman:

As Witnesses: 1. _____

2. _____

Date: _____

(II) CERTIFICATE FOR CLOSE CORPORATION

We, the undersigned, being the key members in the business trading as hereby authorize Mr./Ms acting in the capacity of, to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

For cidb

Witness

Bidder

Witness

(III).CERTIFICATE FOR PARTNERSHIP

We, the undersigned, being the key partners in the business trading as hereby authorize Mr./Ms.....acting in the capacity of to sign all documents in connection with the tender for Contract No and any contract resulting from it, on our behalf.

NAME	ADDRESS	SIGNATURE	DATE

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

(IV) CERTIFICATE FOR JOINT VENTURE

We, the undersigned, are submitting this tender offer in Joint Venture and hereby authorize Mr/Ms authorized signatory of the company, acting in the capacity of lead partner, to sign all documents in connection with the tender offer for Contract No and any contract resulting from it, on our behalf. This authorization is evidenced by the attached power of attorney signed by legally authorized signatories of all the partners to the Joint Venture.

NAME OF FIRM	ADDRESS	AUTHORISING SIGNATURE, NAME AND CAPACITY

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

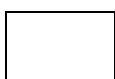
(V) CERTIFICATE FOR SOLE PROPRIETOR

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

Signature of Sole owner:

As Witnesses:

1. _____
2. _____



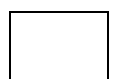
For cidb



Witness



Bidder



Witness

**SBD 3.1
Pricing Data**

Pricing Instructions

1. The Tenderer must price ALL items contained in the Pricing Schedule
2. Professional rates of remuneration must be indicated separate from disbursement and any other fees chargeable.
3. Professional rates of remuneration are to include all costs with no unspecified cost to arise.
4. Professional rates of remuneration will be subject to negotiation, guided by the applicable rates as contained in The "Guide on Hourly Fee Rates for Consultants", as issued by the Department of Public Service and Administration (DPSA)
5. Interim payments will be made monthly against proven progress in terms of the agreed monthly work plan and signed off- time sheets (if applicable).
6. Payment will only be made on the basis of valid tax invoices provided.
7. Travel expenses must be factored in as disbursements guided by the National Treasury Travel framework policy. http://ocpo.treasury.gov.za/Buyers_Area/Legislation/Pages/Practice-Notes.aspx
8. Below is the pricing schedule to be completed as the breakdown of the bidder's offer.
9. Each meeting expenditure claims from each member will be processed based on the following provisions:
 - 9.1 Travel claims for Members who reside in Gauteng province
 - a) Claims should be at an hourly rate times, one and half (1,5) days, to cater for a full days' meeting, preparation (if the meeting was handed over by the previous committee or continuation of the previous meeting) as well as their return travelling time
 - 9.2 Members who reside outside of Gauteng province
 - a) Claims should be at a daily rate times, two days, to cater for a full days meeting, preparation (if the meeting was handed over by the previous committee or rolled over) as well as their return travelling time from their respective provinces.
10. Conditions for flying the night before or returning a day later will apply:
 - a) If the meeting starts before 10h00;
 - b) If the meeting ends after 17h00;
 - c) Should the member elect to still fly day (s) before or return day(s) later, the cidb will not pay accommodation or car hire outside of the days for the cidb engagements.
 - d) If a member opts for self-driving instead of flying, the cidb will pay for the actual costs of driving (kilometres travelled) using rates as determined by the Department of Transport from time to time. However, such payment will be limited to a maximum value to that of the cost of the flight that the member would have incurred. No travelling time will be paid by the cidb in this case.
11. Other conditions applicable to all members irrespective of geographical location are as follows:
 - a) cancellation of a hearing 5 days before the hearing day is not chargeable to the cidb;
 - b) Any additional disbursement costs must be agreed to between the cidb and the service provider before such costs are incurred;
 - c) If a hearing ends before 13.00, the hourly Rate should be based on the hours spent;
 - d) If a hearing continues after 14.00 then a full day Rate should apply (maximum of 8 hours);
 - e) Other reimbursable costs should be pre-approved by the cidb contract manager before it is incurred
12. Claims relating to drafting of sanctions issued is a full day rate but subject to reasonable assessment by the cidb if the claim exceed the full day rate

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13. Below is the pricing schedule to be completed as the breakdown of the bidder's offer

PRICING SCHEDULE FOR INVESTIGATION MATTERS

Description of service	Hourly rate (incl VAT)		
	Year 1	Year 2	Year 3
Initiator	R	R	R
Senior Investigator	R	R	R
Investigator	R	R	R
TOTAL (Excluding VAT)	R	R	R
VAT @15%	R	R	R
TOTAL COST	R	R	R

For cidb

Witness

Bidder

Witness

DECLARATION OF INTEREST

SBD 4

1. Any legal person, including persons employed by the state¹, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-

1.1 the bidder is employed by the state; and/or

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

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

2.1 Full Name of bidder or his or her representative:

.....

2.2 Identity Number:

2.3 Position occupied in the Company (director, trustee, shareholder²):

.....

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

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

2.7.1 If so, furnish the following particulars:

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

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

.....
.....

Position occupied in the state institution:

.....

Any other particulars:

.....

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

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

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

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

.....
.....

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

For cidb

Witness

Bidder

Witness

2.8.1 If so, furnish particulars:

.....

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 person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.9.1 If so, furnish particulars.

.....

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

2.10.1 If so, furnish particulars.

.....

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

2.11.1 If so, furnish particulars:

.....

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

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

For cidb

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Witness

4 DECLARATION

I, THE UNDERSIGNED (NAME) _____ CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION PROVE TO BE FALSE.

Signature

Date

Position

Name of bidder

For cidb

Witness

Bidder

Witness

SBD 6.1

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

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

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

1. GENERAL CONDITIONS

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

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

1.2

- a) The value of this bid is estimated to **not exceed** R50 000 000 (all applicable taxes included) and therefore the **80/20** preference point system shall be applicable; or
- b) The 80/20 preference point system will be applicable to this tender.

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	80
B-BBEE STATUS LEVEL OF CONTRIBUTOR	20
Total points for Price and B-BBEE must not exceed	100

1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.

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

2. DEFINITIONS

- (a) **“B-BBEE”** means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) **“B-BBEE status level of contributor”** means the B-BBEE status of an entity in terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

3. POINTS AWARDED FOR PRICE

3.1 THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- P_s = Points scored for price of bid under consideration
- P_t = Price of bid under consideration
- P_{min} = Price of lowest acceptable bid

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

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

B-BBEE Status Level of Contributor	Number of points (90/10 system)	Number of points (80/20 system)
1	10	20
2	9	18
3	6	14

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4	5	12
5	4	8
6	3	6
7	2	4
8	1	2
Non-compliant contributor	0	0

5. BID DECLARATION

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

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

6.1 B-BBEE Status Level of Contributor: . =(maximum of 10 or 20 points)
 (Points claimed in respect of paragraph 7.1 must be in accordance with the table reflected in paragraph 4.1 and must be substantiated by relevant proof of B-BBEE status level of contributor.

7. SUB-CONTRACTING

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

- i) What percentage of the contract will be subcontracted.....%
- ii) The name of the sub-contractor.....
- iii) The B-BBEE status level of the sub-contractor.....
- iv) Whether the sub-contractor is an EME or QSE

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 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		

--

For cidb

--

Witness

--

Bidder

--

Witness

Any QSE

8. DECLARATION WITH REGARD TO COMPANY/FIRM

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

8.2 VAT registration number:.....

8.3 Company registration number:.....

8.4 TYPE OF COMPANY/ FIRM

- Partnership/Joint Venture / Consortium
- One person business/sole propriety
- Close corporation
- Company
- (Pty) Limited

[TICK APPLICABLE BOX]

8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES

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

8.6 COMPANY CLASSIFICATION

- Manufacturer
- Supplier
- Professional service provider
- Other service providers, e.g. transporter, etc.

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the purchaser may, in addition to any other remedy it may have –
 - (a) disqualify the person from the bidding process;
 - (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
 - (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such

For cidb

Witness

Bidder

Witness

- cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
 - (e) forward the matter for criminal prosecution.

WITNESSES

1.

2.

.....
SIGNATURE(S) OF BIDDERS(S)

DATE:

ADDRESS

.....

.....

For cidb

Witness

Bidder

Witness

DECLARATION OF BIDDER'S PAST SCM PRACTICES

SBD 8

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

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

For cidb

Witness

Bidder

Witness

CERTIFICATION

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

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

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

Js365bW

For cidb

Witness

Bidder

Witness

SBD 9

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid: **RFB30021**, 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 Bidding Company)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
 - (a) has been requested to submit a bid in response to this bid invitation;
 - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
 - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder.
6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
10. I am aware that, in addition and without prejudice to any other remedy provided to combat any restrictive practices related to bids and contracts, bids that are suspicious will be reported to the Competition Commission for investigation and possible imposition of administrative penalties in terms of section 59 of the Competition Act No 89 of 1998 and or may be reported to the National Prosecuting Authority (NPA) for criminal investigation and or may be restricted from conducting business with the public sector for a period not exceeding ten (10) years in terms of the Prevention and Combating of Corrupt Activities Act No 12 of 2004 or any other applicable legislation.

For cidb

Witness

Bidder

Witness

.....
Signature

.....
Date

.....
Position

.....
Name of Bidder

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.

For cidb

Witness

Bidder

Witness

RECORD OF ADDENDA TO TENDER DOCUMENTS

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

	Date	Title or Details
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10		

SIGNATURE: DATE:
(of person authorized to sign on behalf of the Tenderer)

For cidb

Witness

Bidder

Witness

SPECIAL DECLARATIONS

	CONDITION	ACCEPTED	DECLINED
1	An appointment to the panel of should in no way be perceived as affording a right or legitimate expectation to the person so appointed, or conversely a duty on the cidb, to appoint such a person as an Investigating Committee member for any formal inquiry.		
2	The cidb reserves the right at its sole discretion, to appoint as it deems appropriate to conduct formal inquiry and based on the merits of the case.		
3	The must declare any conflict of interest or association with the person/s appearing before the formal inquiry.		
4	The must declare independence, unbiased assessment and review of the circumstances leading to and following the formal inquiry.		
5	The appointed legal service providers are required to provide professional, objective and impartial service and at all times hold the cidb's interests paramount, without any consideration for future work and strictly avoid conflicts with other assignments or their own corporate interests.		
6	The appointed legal service providers shall not discuss nor disclose any content of the formal inquiry to any parties without the consent of the cidb authorities under any circumstances.		

SPECIAL DECLARATION IS DULY SIGNED HEREUNDER BY:

NAME _____

DESIGNATION _____

DATE _____

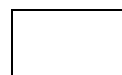
SIGNED AT _____



For cidb



Witness



Bidder



Witness

SECTION 2

SCOPE OF SERVICES / TERMS OF REFERENCE

1. Background

The Construction Industry Development Board (cidb) is a Schedule 3A public entity established in terms of the Construction Industry Development Board Act, 2000 (“the Act”), to provide leadership to stakeholders for sustainable growth, reform and improvement of the construction sector and the industry’s enhanced role in the country’s economy. This Act requires the cidb to promote and implement policies, programs and projects within the construction industry aimed at procurement reform, standardization and uniformity in procurement documentation, practices and procedures.

Construction procurement in the public sector is regulated in terms of the general legislation of the National Treasury governing public procurement, and through the following cidb prescripts issued in terms of the Act:

- Code of Conduct for the Parties engaged in Construction Procurement
- cid Regulations 2004, (as amended)

Section 5(4) of the Act requires the cidb to publish a Code of Conduct which establishes standards of behaviour that are consistent with a procurement system that is fair, equitable, transparent, competitive and cost effective.

Section 33(1) if the Act allow the Minister to make regulations not inconsistent with the Act regarding any matter that is required or permitted to be prescribed, in terms of the Act and any other matter for the better execution of the Act or in relation to any power granted or function or duty imposed by the Act.

2. Purpose

The purpose of this Request for Bid (RFB) is to appoint suitably qualified and experienced panel of service providers to conduct investigations over the period of 36 months.

The cidb invites service providers with experience and expertise in all the following areas may submit proposals:

- Investigations (forensic, fraud, corruption and general); or
- Auditing, financial and accounting; or
- Legal compliance and enforcement; and
- Institution of formal inquiry and advisory support.

Proof of any affiliation / membership with a mandatory or voluntary body in the relevant industry should be provided in relation to expertise mentioned above

NB: The number to be appointed for investigating officer’s panel will be capped at (5) five.

3. Description of services

The cidb is required in terms of Regulation 28(1) of the Construction Industry Development Regulations (“the Regulations”), 2004 (as amended) to **appoint** an Investigating Officer to investigate a complaint or suspicion if the cidb has –

- (a) received a complaint from any person who is aggrieved by an action taken in terms of the Code of Conduct or an omission to take such action; or
- (b) reasonable grounds to suspect that a person has acted contrary to or has omitted to act in terms of the Code of Conduct.

Regulation 28 sets out the process the Investigating Officer has to follow in investigating the complaint or suspicion.

For cidb

Witness

Bidder

Witness

4. Extent of services

The role and responsibility of the Investigating Officer will be set out in terms of reference developed for each investigation to be conducted.

The cidb on a rotational basis will assigned the Investigating Officer from that panel in relation to the case at hand.

5. Brief

As per description of services in paragraph 2 above, the following will serve as terms of service:

5.1 Prior to referring the matter to the Investigating Officer, the cidb official will conduct the preliminary

- investigation to verify whether the following criteria have been met.
- that is, whether the cidb has jurisdiction to investigate the complaint or suspicion;
- and whether reasonable grounds exist for the complaint or suspicion

5.2 The cidb will assign an Investigating Officer from the panel to investigate the complaint or suspicion

5.3 Upon receipt of instruction from the cidb official, the assigned Investigating Officer must

- investigate the matter; and
- obtain evidence to determine whether the cidb may take any action against the person or body implicated by the complaint or suspicion as contemplated in the Act and the Regulations.

5.4 Prior to conducting investigations as detailed in paragraph 6.3 above, Investigating Officer may not question the person or body implicated by the complaint or suspicion unless they inform that person or body that they —

- have the right to be assisted or represented by another person;
- have the right to be assisted by an interpreter;
- are not obliged to make any statement; and
- that any statement so made may be used in evidence against them.

5.5 The Investigating Officer must, after the conclusion of the investigation, submit a report to the cidb which contains at least –

- the evidence obtained;
- their conclusions and the reasons therefore;
- whether, in the opinion of the investigating officer, the person or body implicated by the
- complaint or suspicion or any other person or body failed to comply with the provisions of
- the code of conduct; and
- a recommendation regarding the action that the cidb should take.

5.6 On receipt of the Investigating Officer's report, the cidb will consider appropriate action/s to be taken.

For cidb

Witness

Bidder

Witness

5.7 The Investigating Officer will initiate a formal inquiry (as and when required).

5.7.1 The Investigation Officer must:

5.7.1.1 notify the person or body implicated or suspected or any other person or body to have failed to comply with the Code of Conduct in writing –

- of its decision to institute a formal inquiry;
- of the details and nature of the complaint or suspicion that was investigated and the charges;

5.7.1.2 notify the respondent in writing -

- of the date, time and place where the formal inquiry will be held by the Investigating Committee, irrespective of whether the respondent replied to the notice or not, or whether they admitted or deny the charges.

5.7.2 The Investigating Officer must present evidence before the Investigative Committee on (As and when required).

5.7.3 Subsequent to the conclusion of the formal inquiry, the Investigating Officer must Communicate the outcome as detailed by the Investigative Committee ruling to the respondent.

5.8 The Investigating Officer must submit progress reports to the cidb official monthly or as and when required.

5.9 The service provider must provide administrative duties (sending notices, taking minutes and making necessary arrangements for the formal inquiry)

6. Procurement

Below is the procedure for the evaluation of responsive bidders:

“Functionality” means the measurement according to predetermined norms of a service or commodity designed to be practical and useful, working or operating, taking into account quality, reliability, viability and durability of a service or commodity.

The need to invite and evaluate bids on the basis of functionality depends on the nature of the required commodity or service. When functionality is utilised as an evaluation criterion, below must be adhered to.

Quality shall be scored by not less than three evaluators in accordance with the criteria and maximum scores as depicted in the table below:

For cidb

Witness

Bidder

Witness

Quality criteria	Sub-criteria	Maximum number of points	
Methodology	Demonstration of how the following investigations were/are conducted and organisational capacity <ul style="list-style-type: none"> ▪ Investigations (forensic, fraud, corruption and general); ▪ Auditing, financial and accounting; ▪ Legal compliance and enforcement 	15	
	The technical approach, methodology and/or workplan is poor / is unlikely to satisfy project objectives or requirements. The tenderer has misunderstood certain aspects of the scope of work and does not deal with the critical aspects of the project. The activity schedule omits important tasks or the timing of the activities and correlation among them are inconsistent with the approach paper. There is lack of clarity and logic in the sequencing		0
	The approach is generic and not tailored to address the specific project objectives and requirements. The approach does not adequately deal with the critical characteristics of the project. All key activities are included in the activity schedule but are not detailed. There are minor inconsistencies between timing, project deliverables and the proposed approach.		5
	The approach is specifically tailored to address the specific project objectives and requirements and is sufficiently flexible to accommodate changes that may occur during execution. The work plan fits the approach paper well; all important activities are indicated in the activity schedule and their timing and sequencing is appropriate and consistent with project objectives and requirements. There is a fair degree of detail that facilitates understanding of the proposed work plan		10
	Besides meeting the “good” rating, the important issues are approached in an innovative and efficient way, indicating that the tenderer has outstanding knowledge of state-of-the- art approaches. The approach paper details ways to improve the project outcomes and the quality of the outputs. The sequencing and timing of activities are very well defined, indicating that the tenderer has optimized the use of resources and the work plan permits flexibility to accommodate contingencies.		15
Experience of the bidder	Clearly demonstrate experience of the firm in providing investigation services within the Public and/or Corporate sector	20	
	Bidder demonstrates reasonable understanding in the area of work and has 1 years’ experience practicing in the related area of specialization and has attached one reference letter indicating satisfactory performance.		5
	Bidder demonstrates good understanding in the scope of work and has 2 - 3 years’ experience in practicing in the related area of specialization and has attached two reference letters indicating satisfactory performance.		10

For cidb

Witness

Bidder

Witness

APPOINTMENT OF SUITABLY QUALIFIED AND EXPERIENCED PANEL OF SERVICE PROVIDERS TO CONDUCT INVESTIGATIONS OVER THE PERIOD OF 36 MONTHS

	Bidder demonstrates extensive experience in the scope of work and has 4 - 5 years' experience and above practicing in the related area of specialization and has attached three reference letters indicating satisfactory performance.	15	
	Bidder demonstrates extensive experience in the scope of work and has over 6 years' experience and above practicing in the related area of specialization and has attached four reference letters indicating satisfactory performance.	20	
Experience of key personnel (Please provide a comprehensive CV emphasising relevant experience)	Experience of the initiator		
	Post graduate Qualification: Bachelor of Law <i>(Attach certified copies)</i>	5	30
	Must be an admitted attorney 1 - 2 years = 5 points 3 - 4 years = 10 points 5 years and above = 15 points <i>(Attach certified copies)</i>	15	
	Demonstrate experience in conducting Commercial forensic investigation AND instituting formal enquiry Inadequate experience = 2 points Reasonable experience = 4 points Good understanding = 7 points Extensive experience = 10 points	10	
	Experience of the Senior Investigator		
	Certified Fraud Examiners certificate <i>(Attach certified copies)</i>	10	20
	Demonstrate experience in commercial forensic investigations, gathering and presenting evidence and drafting reports. 3 years = 5 points 4 - 5 years = 8 points 6 years and above = 10 points	10	
	Experience of the Investigator		
	Certified Fraud Examiners certificate <i>(Attach certified copies)</i>	5	15
	Demonstrate experience in commercial forensic investigations, gathering and presenting evidence and drafting reports. 1 year = 3 points 2 - 3 years = 6 points 4 years and above = 10 points	10	
Maximum possible score for quality (M_s)			65
			100

For cidb

Witness

Bidder

Witness

ANNEXURE D

SPECIAL CONDITIONS OF CONTRACT

Notes

The purpose of this document is to:

- (i) Draw special attention to certain special conditions applicable to the cidb's bids, contracts and orders; and
- (ii) To ensure that all bidders are familiar the special provisions, requirements and conditions that will be applicable in the undertaking of the project and which will form part of the contract documentation and of which due cognisance must be taken in the bidding process.

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.

For cidb

Witness

Bidder

Witness

1. Bid Submission

1.1 Bidders will be permitted to submit bids by:

- 1.1.1 Hand : Bid box at cidb Reception is accessible from 8:00 to 16:30 weekdays
- 1.1.2 Couriered bids: it is the responsibility of the service provider to ensure that the bid is deposited in the tender box before closure.

1.2 Bids should be delivered at the following address:

**Construction Industry Development Board
Block N&R SABS Campus, 2 Dr Lategan Road,
Groenkloof
Pretoria.**

1.3 Closing Date: 17 October 2019

1.4 Closing Time: 11:00 am

1.5 Compulsory Briefing session: There is no compulsory briefing sessions for this bid

2. Validity of Bids

Bidders are required to submit bids that are valid for 90 days.

3. Method of Evaluation

3.1 For this bid, a two-stage bidding procedure will be used:

First stage – Evaluation of functionality

- Bids will only be evaluated in terms of the criteria stipulated in the bidding documents.
- Only suppliers who meet the minimum of 70 points on functionality will be considered for second stage of evaluation
- Bids that fail to achieve the minimum qualifying score will be disqualified

Second Stage – Evaluation on Price and BEE

- Only acceptable bids after technical evaluation will be evaluated further in terms of the 80/20 or 90/10 preference point systems prescribed in Preferential Procurement Regulations **6 and 7**

POINTS AWARDED FOR PRICE

THE 80/20 OR 90/10 PREFERENCE POINT SYSTEMS

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

$$P_s = 80 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right) \quad \text{or} \quad P_s = 90 \left(1 - \frac{P_t - P_{\min}}{P_{\min}} \right)$$

Where

- Ps = Points scored for price of bid under consideration
- Pt = Price of bid under consideration
- Pmin = Price of lowest acceptable bid

For cidb

Witness

Bidder

Witness

POINTS AWARDED FOR B-BBEE STATUS LEVEL OF CONTRIBUTOR

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

B-BBEE Status Level of Contributor	Number of points (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

3.2 Only one (1) copy of the technical proposal and pricing is required.

4. Late Bids

Bids received after the time stipulated will not be considered. Late bids will be posted back to the bidder un-opened.

5. Clarification or Alterations of Bids

- 5.1 Bidders will not be requested or permitted to alter their bids after the deadline for receipt of bids.
- 5.2 Requests for clarification needed to evaluate bids and the bidder's responses should be made in writing.

6. Completeness of Documentation

6.1 It will be ascertained whether bids:

- a. Include original tax clearance certificates
- b. Have been properly signed and completed
- c. Are substantially responsive to the bidding documents
- d. Have all the necessary documents attached
- e. Are generally in order.

6.2 If a bid is not substantially responsive, that is, it contains material deviations from or reservations to the terms, conditions and specifications in the bidding documents, it will not be considered further.

6.3 The bidder will not be permitted to correct or withdraw material deviations or reservations once bids have been opened.

For cidb

Witness

Bidder

Witness

7 Rejection of all Bids

The cidb reserves the right to reject of all bids if and when deemed necessary. This is justified when there is lack of effective competition, or bids are not substantially responsive.

8 Exclusionary clause.

Under no circumstances will the employer be obliged to evaluate any service provider whose contract has, in the past three years, been cancelled due to; non-performance or abuse of any public procurement process.

Notwithstanding the foregoing, all services providers shall, for evaluation purposes, be obliged to disclose all pending appeal or review proceedings instituted for or against them.”

9 Use of reasonable skill and care

The Investigating Officer should possess over and above the following attributes:

- Impartiality
- Confidentiality
- Independence
- Unbiased
- Objectivity
- Professional judgement
- Report writing

10 Co-operation with other services providers

The Investigating Officer will co-operate with other service providers and law enforcement agencies.

11 Approvals

Manager: Legal and Compliance or his/her delegate will approve deliverables

12 Format of communications

Communication between the Investigating Officer and the cidb official will be verbally (telephone communication or meetings) or in writing (e-mails or letters, discs, etc).

13 Management meetings

The cidb will arrange all meetings, as and when required.

14 Forms for contract administration

The contract will be conducted in line with the National Treasury’s General Conditions of Contract and the cidb’s service level agreement.

For cidb

Witness

Bidder

Witness

15 Electronic payments and payment certificates

Payment will be made by EFT upon receipt of tax invoice.

16 Records


The service provider must submit all original documents related to the investigation to the cidb

17 Professional indemnity insurances

The service provider will provide proof of professional indemnity insurance (where applicable).

18 Use of documents by the employer


The report provided by the service provider will be for use by the cidb for regulatory compliance purpose. All the information and documents provided to the service provider will be used solely for investigation purposes.




For cidb



Witness



Bidder



Witness

ANNEXURE E

**GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT**

Notes

The purpose of this document is to:

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

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

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



For cidb



Witness



Bidder



Witness

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 analyses
9. Packing
10. Delivery and documents
11. Insurance
12. Transportation
13. Incidental Services
14. Spare parts
15. Warranty
16. Payment
17. Prices
18. Variation orders
19. Assignment
20. Subcontracts
21. Delays in the supplier's performance
22. Penalties
23. Termination for default
24. Anti-dumping and countervailing duties and rights
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. Transfer of contracts
34. Amendments of contracts
35. Prohibition of restricted practices



For cidb



Witness



Bidder



Witness

General Conditions of Contract

1. Definitions

The following terms shall be interpreted as indicated:

1.1 **“Closing time”** means the date and hour specified in the tender documents for the receipt of Tenders.

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 goods 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 Tender submission) designed to establish Tender prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 **“GCC”** means the General Conditions of Contract.

1.15 **“Goods”** means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.

1.16 **“Imported content”** means that portion of the tender price represented by the cost

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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 goods covered by the Tender will be manufactured.

1.17 “**Local content**” means that portion of the tender 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 tender 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 ancillaries 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 “**Supplier**” means the successful bidder who is awarded the contract to maintain and administer the required and specified service(s) to the State.

1.26 “**Tort**” means in breach of contract.

1.27 “**Turnkey**” means a procurement process where one service provider assumes total responsibility for all aspects of the project and delivers the full end product / service required by the contract.

1.28 “**Written**” or “**in writing**” means hand-written in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all Tenders, contracts and orders including Tenders for functional and professional services (excluding professional services related to the building and construction industry), sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the tender documents.

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

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

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3. General

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

3.2 Invitations to Tender are usually published in locally distributed news media and on the municipality/municipal entity website.

4. Standards

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

5. Use of contract documents and information inspection

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

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

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

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

6. Patent Rights

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

6.2 When a supplier developed documentation / projects for the municipality / municipal entity, the intellectual, copy and patent rights or ownership of such documents or projects will vest in the municipality / municipal entity.

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:

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(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 tender 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.

8. Inspections, tests and analyses

8.1 All pre-tender testing will be for the account of the bidder.

8.2 If it is a Tender condition that goods to be produced or services to be rendered should at any stage be subject to inspections, tests and analyses, the bidder or contractor's premises shall be open, at all reasonable hours, for inspection by a representative of the purchaser or organization acting on behalf of the purchaser.

8.3 If there are no inspection requirements indicated in the tender 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 goods 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 goods or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such goods or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Goods 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 goods may on or after delivery be inspected, tested or analysed and may be rejected if found not to comply with the requirements of the contract. Such rejected goods 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 goods, which do comply with the requirements of the contract. Failing such removal the rejected goods shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute goods forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected goods, purchase such goods 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 22 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

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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, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

10.1 Delivery of the goods and arrangements for shipping and clearance obligations shall be made by the supplier in accordance with the terms specified in the contract.

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.

12. Transportation

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

13. Incidental Services

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

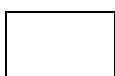
- (a) Performance or supervision of on-site assembly and/or commissioning of the supplied goods;
- (b) Furnishing of tools required for assembly and/or maintenance of the supplied goods;
- (c) Furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;
- (d) Performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and
- (e) Training of the purchaser's personnel, at the supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied goods.

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

14. Spare parts

14.1 As specified, 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:

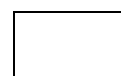
- (a) Such spare parts as the purchaser may elect to purchase from the supplier, provided that this election shall not relieve the supplier of any warranty obligations under the contract; and
- (b) In the event of termination of production of the spare parts:
 - (i) Advance notification to the purchaser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



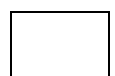
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15. Warranty

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.

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 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, 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.

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.

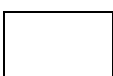
16.4 Payment will be made in Rand unless otherwise stipulated.

17. Prices

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

18. Variation orders

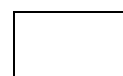
18.1 In cases where the estimated value of the envisaged changes in purchase does not vary more than 15% of the total value of the original contract, the contractor may be instructed to deliver the goods or render the services as such. In cases of measurable quantities, the contractor may be approached to reduce the unit price, and such offers may be accepted provided that there is no escalation in price.



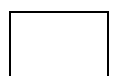
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19. Assignment

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 these contracts if not already specified in the Tender. Such notification, in the original Tender 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.

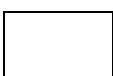
21.3 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the supplier's point of supply is not situated at or near the place where the goods are required, or the supplier's services are not readily available.

21.4 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 22.2 without the application of penalties.

21.5 Upon any delay beyond the delivery period in the case of a goods contract, the purchaser shall, without cancelling the contract, be entitled to purchase goods 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

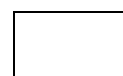
22.1 Subject to GCC Clause 25, if the supplier fails to deliver any or all of the goods or to perform the services within the period(s) specified in the contract, the purchaser shall, without prejudice to its other remedies under the contract, deduct from the contract price, as a penalty, a sum calculated 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.



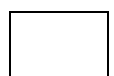
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23. Termination for default

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

- (a) If the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;
- (b) If the supplier fails to perform any other obligation(s) under the contract; or
- (c) If the supplier, in the judgement 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.

24. Antidumping and countervailing duties and rights

24.1 When, after the date of Tender, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or antidumping 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 supplier to the purchaser or the purchaser may deduct such amounts from moneys (if any) which may otherwise be due to the supplier in regard to goods or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which may be due to him.

25. Force Majeure

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

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

26. Termination for insolvency

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

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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.

28. Limitation of Liability

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

28.2 Notwithstanding any reference to mediation and/or court proceedings herein,
(a) The parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) The purchaser shall pay the supplier any monies due the supplier for goods delivered and / or services rendered according to the prescripts of the contract.

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

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

(b) The aggregate liability of the supplier to the purchaser, whether under the contract, in tort or otherwise, shall not exceed the total contract price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.

29. Governing language

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

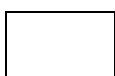
30. Applicable law

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

31. Notices

31.1 Every written acceptance of a Tender 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 Tender or to the address notified later by him in writing and such posting shall be deemed to be proper service of such notice

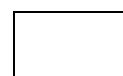
31.2 The time mentioned in the contract documents for performing any act after such aforesaid notice has been given, shall be reckoned from the date of posting of such notice.



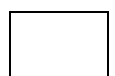
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32. Taxes and duties

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 Tender SARS must have certified that the tax matters of the preferred bidder are in order.

32.4 No contract shall be concluded with any bidder whose municipal rates and taxes and municipal services charges are in arrears.

33. Transfer of contracts

33.1 The contractor shall not abandon, transfer, cede assign or sublet a contract or part thereof without the written permission of the purchaser

34. Amendment of contracts

34.1 No agreement to amend or vary a contract or order or the conditions, stipulations or provisions thereof shall be valid and of any force unless such agreement to amend or vary is entered into in writing and signed by the contracting parties. Any waiver of the requirement that the agreement to amend or vary shall be in writing, shall also be in writing.

35. Prohibition of restricted practices

35.1 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.

35.2 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 section 59 of the Competition Act No. 89 of 1998.


35.3 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.

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