human settlements
Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

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REFERENCE : BID VA49/04-2026/27
ENQUIRIES : tendersenquiries@dhs.gov.za

BID VA49/04-2026/27: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO BE ON A PANEL OF THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR THE PLANNING, DESIGN, SUPPLY, CONSTRUCTION, COMPLETION AND HANDOVER OF CERTIFIED TEMPORARY RESIDENTIAL UNITS (TRUs) IN VARIOUS PROVINCES, ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 36 MONTHS.

1 **The closing date for the submission of proposals/bid documents is 14 December 2026 @ 11:00. No late applications/bid documents will be considered. All bids must please be placed in the in the Tender Box at the main entrance of the building.**

2 It is compulsory that an original proposal/bid documents together with a soft copy of the original proposal/ bid document in a **USB,** to be **handed in before the closing date of the bid.**

3 You are invited to bid for the services as specified in the attached forms.

3.1 The conditions contained in General Conditions of Contracts (GCC) and the attached SBD1, SBD3.3, SBD4, SBD6.1 as well as any other conditions accompanying this request are applicable.

4. NATIONAL TREASURY CIRCULAR NO 3 OF 2015/2016

4.1 From 1 April 2016, institutions/departments may not award any bid to a supplier who is not registered on the Centralised Supplier Database (CSD).

5. Compulsory: Please attach a most recent copy of the **CSD** registration report.

6. Compulsory Briefing Session

Prospective service providers will be expected to attend a compulsory briefing session.
Venue: GOVAN MBEKI HOUSE, 240 JUSTICE MAHOMED STREET, SUNNYSIDE
Date: 1 December 2026
Time: 10:00
Ground Floor: Main Boardroom

SUPPLY CHAIN MANAGEMENT
DIRECTOR: SUPPLY CHAIN MANAGEMENT: PROCUREMENT
for DIRECTOR-GENERAL
DATE: 18/11/2026

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS

BID NUMBER: VA49/04-2026/27

DESCRIPTION: TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO BE ON A PANEL OF THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR THE PLANNING, DESIGN, SUPPLY, CONSTRUCTION, COMPLETION AND HANDOVER OF CERTIFIED TEMPORARY RESIDENTIAL UNITS (TRUs) IN VARIOUS PROVINCES, ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 36 MONTHS.

CLOSING DATE: 14 DECEMBER 2026

CHECK LIST TO BE COMPLETED BY THE BIDDER:

Table of Contents:	Yes:	No:
Terms of Reference		
SBD1 Invitation To Bid		
SBD3.3 Pricing Schedule		
SBD 4 Declaration of Interest		
SBD 6.1 Preference Point: Purchases		
General Conditions of Contract		
Supporting Documents:		
Company Profile		
ID Copies of Directors (certified)		
Certificate issued by Registrar of Companies & Close Corporation, issued by CIPRO.		
Compulsory: Please attach a copy of CSD registration report (not later than a month).		
Compulsory to submit: 1 ORIGINAL and 1 SOFT COPY OF THE WHOLE BID DOCUMENT IN A USB		

BIDDER NAME IN FULL: _____

SIGNATURE: _____

CAPACITY: _____ DATE: _____

NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO BE ON A PANEL OF THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR THE PLANNING, DESIGN, SUPPLY, CONSTRUCTION, COMPLETION AND HANDOVER OF CERTIFIED TEMPORARY RESIDENTIAL UNITS (TRUs) IN VARIOUS PROVINCES, ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 36 MONTHS

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1. INTRODUCTION

The National Department of Human Settlements invites suitably qualified, experienced and legally compliant service providers to submit bids for appointment to the Departmental panel for the provision of Temporary Residential Units (TRU) human settlements solutions across South Africa. The panel will support the planning, design, supply, construction, completion and handover of TRU emergency housing and other approved human settlements interventions where such solutions are suitable, lawful, certified and value-adding.

The panel is intended to improve the readiness of the Department and the Human Settlements Sector to respond to emergency housing needs, promote quality and resilience, and strengthen value for money in the delivery of Human Settlements Programmes.

These Terms of Reference set out the scope of work, procurement principles, legal context, technical requirements, evaluation criteria, contracting arrangements, deliverables, performance management and special conditions applicable to the establishment and use of the panel.

2. BACKGROUND AND CONTEXT

South Africa continues to experience significant pressures in the Human Settlements Sector, including recurring disasters, climate-related shocks, stalled or blocked projects, slow construction turnaround times, and increasing demand for faster, more durable, and more sustainable housing responses.

Prior to the 2023/24 financial year, the National Department of Human Settlements was allocating emergency housing funds to Provinces and Municipalities (upon application) that were affected by disasters such as floods, winds, fires, and gale forces. These funds were disbursed to Provinces and Municipalities in the form of the Provincial Emergency Housing Grant (PEHG) and the Municipality Emergency Housing Grant (MEHG) respectively, for the provision of constructing TRU's.

With effect from the 1st of April 2023, the Department discontinued these two grants in favor of the Emergency Housing Response Fund (EHRF). The fund is administered and implemented by the Emergency Housing unit of the National Department of Human Settlements. According to the Emergency Housing Guidelines, this fund shall only be utilized during disasters, to urgently relocate displaced households to TEA's, build TRU's to replace destroyed mud houses, restore destroyed shacks, and repair partially damaged houses.

3. PURPOSE OF THE TERMS OF REFERENCE

The purpose of these Terms of Reference is to procure and appoint a panel of service providers that can be called upon, through lawful and transparent secondary procurement processes, to deliver Temporary Residential Units human settlements solutions over a period of thirty-six (36) months.

The panel will enable the Department to access pre-assessed capacity for Emergency housing and disaster response solutions.

Technical design, certification support, project management, construction supervision, quality assurance, reporting, beneficiary orientation and close-out services related to TRU projects.

4. LEGAL, POLICY AND REGULATORY FRAMEWORK

All procurement and implementation under this panel must comply with the Constitution, applicable procurement legislation, financial management legislation, infrastructure delivery prescripts, human settlements legislation, building regulations and institutional delegations. These Terms of Reference do not create a separate procurement dispensation and must be applied subject to the prevailing legal and regulatory framework.

The applicable framework includes, but is not limited to:

- Section 217 of the Constitution, requiring procurement systems that are fair, equitable, transparent, competitive, and cost-effective.
- The Public Finance Management Act, Treasury Regulations and applicable Treasury instructions and practice notes.
- The Municipal Finance Management Act and municipal supply chain management prescripts where municipalities are involved.
- The Preferential Procurement Policy Framework Act and applicable Preferential Procurement Regulations, until amended, repealed, or replaced by the Public Procurement Act framework.
- The Public Procurement Act, 2024 and its regulations once operationalized.
- The Housing Act, National Housing Code, and relevant human settlements Programme requirements, including Emergency Housing.
- National Treasury infrastructure procurement and contract management prescripts, including applicable gateway review and infrastructure delivery requirements.
- CIDB prescripts, registers, and grading requirements where applicable.
- National Building Regulations and applicable SANS standards.
- Agrément South Africa certification or other recognised technical approvals for non-standardized construction products and systems.
- Environmental, land-use planning, municipal engineering services and building-control legislation and approvals.
- The Protection of Personal Information Act where personal information is processed.

- The Performance-Based National Norms and Standards for IBT Housing, insofar as they apply to permanent subsidised housing and other housing falling within the applicable National Housing Code parameters.

The Department reserves the right to amend these Terms of Reference or any procurement process flowing from them to ensure alignment with changes in procurement law, National Treasury instructions, final regulations under the Public Procurement Act, or any other binding legal requirements.

5. OBJECTIVES OF THE APPOINTMENT

The objectives of establishing the panel are to:

5.1 Accelerate the delivery of emergency housing response.

5.2 Enable rapid mobilization of pre-assessed service providers for emergency housing needs.

5.3 Promote performance-based specifications and technology-neutral procurement approaches.

5.4 Improve value for money by assessing whole-life value, including construction speed, maintenance, durability, resilience and social outcomes;

5.5 Strengthen local manufacturing, SMME participation, skills development, and transformation.

5.6 Provide emergency housing relief to disaster affected households.

6. DEFINITIONS

Term	Meaning
Emergency Housing	Temporary, transitional or permanent housing assistance provided to households affected by disasters, emergencies or exceptional housing circumstances in line with the National Housing Code and applicable programme rules.
Panel	A list of pre-qualified service providers appointed for a fixed period following a competitive procurement process, from which work may be allocated through lawful secondary procurement processes.

Call-off	A project-specific instruction, mini-competition, task order or contract issued to one or more panel members for a defined assignment.
Certification	A valid certificate, approval, or confirmation of fitness for purpose issued by Agrément South Africa, SABS or another recognized competent authority, as applicable to the technology and intended use.
Subsidised Housing Quantum	The applicable subsidy amount or funding quantum determined by the Department for the relevant to emergency housing
Request for Proposals (RFP)	A competitive procurement approach through which bidders propose certified technologies, technical solutions, delivery methodologies, pricing and implementation arrangements for assessment against disclosed performance and evaluation criteria.

7. SCOPE OF WORK

The panel will be structured to allow the Department to appoint service providers for one or more projects, subject to the bidder's demonstrated capacity, performance, certification, technical competence, and legal compliance. Bidders must provide sufficient evidence of technical capacity, certification, experience, professional capability, NHBRC registration, CIDB grading, implementation methodology for the category. The Department will evaluate bidders only against the category or categories for which they have submitted complete and responsive proposals. Appointment to one category does not automatically qualify a bidder for another category, and appointment to the panel does not guarantee allocation of work. Work will be allocated through lawful project-specific call-offs or secondary procurement processes, subject to project requirements, budget availability, SCM compliance, readiness, capacity, and performance.

7.1 SCOPE OF WORK TO BE UNDERTAKEN

Category	Scope
Emergency Housing and Disaster Response	Rapid deployment of certified temporary, transitional, or permanent emergency housing units, including design, supply, transport, assembly/construction, services interface, handover, maintenance guidance and demobilization where applicable.

7.1.1 General Scope of Work

Depending on the project-specific call-off, the appointed service provider may be required to undertake some or all the following activities:

- Conduct site assessments, project inception, feasibility confirmation and implementation planning.
- Prepare designs, drawings, specifications, engineering inputs, construction methodology and implementation programmes.
- Secure or support required technical approvals, municipal approvals, NHBRC enrolment and certification verification.
- Procure, manufacture, supply, transport, store and safeguard approved materials, components and equipment.
- Undertake site clearance, setting out, earthworks, platforms, foundations and related civil works.
- Construct or assemble TRU housing units in accordance with approved designs and standards.
- Provide construction supervision, project management, health and safety management and quality assurance.
- Implement community engagement, beneficiary orientation and maintenance guidance.
- Prepare weekly, monthly and close-out reports, including portfolio of evidence.
- Provide as-built drawings, compliance certificates, completion certificates, warranties, manuals and handover documentation.
- Address defects during the defects liability period and provide post-occupation support as required.

8. TECHNICAL REQUIREMENTS

All IBT systems and works delivered under the panel must be safe, durable, habitable, maintainable, climate responsive and compliant with applicable laws, standards, and programme requirements. Bidders must provide sufficient technical information to demonstrate that their proposed systems are suitable for the intended use.

8.1 Minimum Requirements

Requirement	Minimum expectation
Design life and durability	30m² Temporary housing must have a structural system with a minimum design working life of 10 years as contemplated in SANS 10160-1 and the Performance-Based National Norms and Standards for IBT Housing. Repairable or replaceable components, including cladding, roofing materials, exterior trims, windows and doors, must have a minimum design working life of 5 years unless a higher project-specific requirement is stipulated.
Structural performance	The system must maintain strength and stability under all anticipated loads and stresses over the design and functional lifespan, including gravity, wind, seismic and impact forces, supported by rational design approved by a competent person, acceptance, testing, simulation or modelling where applicable.
Fire performance	The TRU house must provide adequate safe egress time for occupants, and the fire resistance of structural components and materials must be not less than 30 minutes, verified through Agrément certification, SANS 10177-2 testing, SANAS-accredited laboratory reports, CSIR or recognised institutions of higher learning where applicable.
Moisture, weather and durability	The building envelope, roof, walls, foundations, floors, openings, and service interfaces must prevent water infiltration, rising damp, condensation, mould and weather-related deterioration over the design life. Stormwater must be managed so that it does not damage the home or accumulate near foundations.

Thermal and energy performance	The system must provide adequate thermal performance, indoor air quality, ventilation, lighting and acoustic comfort. The walling system must meet or exceed applicable SANS 10400 R-value or CR-value requirements for the relevant climate zone, and habitable rooms must be provided with adequate lighting and sound insulation.
Foundations and geotechnical suitability	Foundation design must be appropriate to geotechnical conditions and approved by competent professionals.
Services interface	Water, sanitation, drainage, stormwater, roads and electrical interface must comply with applicable municipal and engineering requirements. (where applicable)
Maintainability	The system must be accompanied by maintenance requirements, beneficiary user manuals and restrictions on unsafe alterations.
Sustainability	The system should minimize waste, support resource efficiency and demonstrate environmental advantages where claimed.
Speed of delivery	Bidders must state the proposed mobilisation period, manufacturing/supply lead time, site installation or construction duration, and handover timeframe for each solution. The Department may evaluate and verify the claimed duration and speed of delivery through previous projects, demonstrations, site visits, production capacity and implementation methodology.
Social acceptability	The bidder must support social acceptability through beneficiary engagement, demonstration units where required, cultural appropriateness, accessibility, privacy, security, maintenance guidance and a recommended social acceptability threshold of at least 70% where such assessment is applied by the relevant province or Department.

8.2 Temporary Residential Requirements

Emergency housing solutions must:

- be fit for rapid deployment, safe occupation, climate exposure and the specific emergency context. Where reusability, dismantling or relocation is required, this must be clearly stated in the call-off and supported by technical evidence from the service provider.
- be constructed as 30m² or another approved size as stipulated in the specific call-off.
- meet the minimum size, durability, fire, health, safety and habitability requirements specified by the Department for the assignment.
- use certified IBT systems or approved conventional/IBT hybrid systems where authorised.
- be capable of rapid mobilisation within timeframes specified in the call-off;

The bidder must provide a realistic delivery programme showing mobilisation time, supply or manufacturing lead time, site assembly/construction duration, inspection, handover, and demobilisation, supported by evidence of previous delivery performance or a demonstration where required.

If the unit is proposed as reusable or relocatable, the bidder must specify the number of safe reuses, dismantling method, storage requirements and cost implications.

Emergency units may not be represented as permanent housing unless they comply with all permanent housing requirements.

8.3 Emergency Response & Mobilisation Requirements

Due to the emergency nature of the programme, bidders must demonstrate their ability to mobilize resources within specified timeframes.

Unless otherwise indicated in the project-specific instruction:

- Mobilization shall commence within 72 hours after receipt of an Instruction to Perform Work;
- Site establishment shall occur within 7 calendar days;
- Beneficiary occupation shall occur within approved project timelines;
- Delays must be reported within 24 hours of identification

8.4 NHBRC Requirements

Temporary Residential Units proposed under this panel shall comply with all applicable provisions of the Housing Consumers Protection Measures Act and NHBRC requirements.

Where NHBRC enrolment is required by law, policy, subsidy framework or project-specific conditions, successful contractors shall ensure enrolment and compliance prior to commencement of construction activities.

8.5 Certification Requirements

An Agrément South Africa Certificate, SABS Certification, SANAS Accredited Test Report or equivalent approval submitted by a bidder must be valid on the tender closing date and remain valid throughout the duration of any contract arising from this panel appointment.

The Department reserves the right to verify the authenticity and validity of all certificates directly with the issuing authority

9. REQUIRED EXPERTISE AND SKILLS

Bidders must demonstrate:

- Technical, professional, financial, logistical and management capacity required to deliver the category or categories for which they are bidding.
- Experience in the design, supply, construction, or assembly of certified IBT systems.
- Experience in emergency housing projects.
- Access to certified technology, manufacturing capacity, supply chains and trained installers.
- Professional capacity in architecture, structural engineering, civil engineering, quantity surveying, construction project management and health and safety.
- Project management systems capable of delivering multiple assignments in different provinces.
- Quality assurance systems covering factory production, material control, site installation and final completion.
- Financial capacity to mobilise resources and manage cash flow until milestone payments are processed.
- Capacity to engage communities and beneficiaries in a manner that promotes acceptance of IBT solutions.
- Capacity to provide weekly progress reports, monthly reports, compliance documentation and close-out reports.

10. DELIVERABLES

Deliverables will be confirmed in each project-specific call-off. The following standard deliverables will apply unless varied by the Department:

Deliverable	Description
Inception and readiness report	Site assessment, scope confirmation, programme, risk register, stakeholder plan and resource plan.
Design package	Drawings, specifications, engineering inputs, foundation designs, services interface designs and professional sign-offs.
Project implementation plan	Detailed construction methodology, work breakdown, procurement plan, logistics plan, health and safety plan and quality assurance plan.
Completed units / serviced sites	Completed units, serviced sites or integrated packages that meet the approved scope and quality standards.
Portfolio of evidence	Inspection records, photographs, test results, delivery notes, quality checklists, attendance records and progress reports.
Handover pack	Completion certificates, as-built drawings, warranties, maintenance manuals, beneficiary orientation records and signed handover documents.
Close-out report	Financial, technical, performance, risk, defects and lessons-learned report.

Payment shall be linked to verified milestones, completed deliverables and a complete portfolio of evidence. Payment will not be made merely for appointments to the panel or for mobilization unless expressly authorized in the project-specific contract.

10.1 Defects Liability Period

All completed units shall be subject to a minimum defects liability period of twelve (12) months from the date of practical completion. During the defects liability period the contractor shall:

- Correct all identified defects.
- Respond to emergency defects within 48 hours.

- Rectify defects at no additional cost.
- Attend quarterly inspections if required

11. PANEL REQUIREMENTS AND IMPLEMENTATION

11.1 Procurement Strategy

The panel shall be established through a competitive bid evaluation process to enable the Department to identify and appoint suitably qualified service providers with active certification status, compliance with applicable norms and standards, durability, useful lifespan, delivery speed, implementation methodology, quality assurance arrangements, technical and financial capacity, transformation commitments, local participation, and previous performance.

This approach responds to the need to ensure that only appropriate and capable service providers are admitted onto the panel.

11.2 Project-Specific Allocation of Work

Once service providers have been appointed to the panel, project-specific work will be allocated on rotation through RFQ process to a single supplier (the rotation will be subject to performance of service providers on previous projects)

11.3 Performance Management

The Department shall on a Monthly basis assess the performance of panel members against agreed key performance indicators.

Performance indicators may include:

- Timeous mobilization.
- Construction quality.
- Compliance with approved specifications.
- Occupational health and safety compliance.
- Cost management.
- Responsiveness to defects.
- Community satisfaction.
- Contractual compliance.

Service providers that repeatedly fail to meet minimum performance standards may be suspended or removed from the panel following due process.

11.4 Selection of Preferred Provinces

Bidders must:

- indicate the province they are bidding for.
- bid for a maximum of three provinces.

The maximum three provinces should therefore be selected in the table below.

No	Provinces	Tick preferred provinces with X. Maximum of two provinces to be selected
1	Eastern Cape	
2	Free State	
3	Gauteng	
4	KwaZulu-Natal	
5	Limpopo	
6	Mpumalanga	
7	Northern Cape	
8	Northwest	
9	Western Cape	

11.5 Enhanced Social and Economic Criteria

Bidders are required to include a plan on how they are going to make use of local labour. Since provision of TRUs happen in disaster-affected communities, mandating that a percentage of the workforce be drawn from the local community aligns with broader government mandates for job creation.

11.6 Standardised Technical Deliverables

Bidders' Quality Management Plan should be included in the submission; this will demonstrate SANS compliance during rapid disaster response.

11.7 Explicit Timelines for Response

Bidders are required to submit 72hr Action: Define the "Turnaround Time" once an Instruction to Perform Work (IPW) is issued, contractors are to be on site within 72 hours of receipt of the instruction to perform work.

11.8 Risk Management

Bidders are required to submit Contractors All Risk insurance.

11.9 Suspension and Removal from the Panel

The Department reserves the right to suspend or remove a panel member where:

- False information has been submitted.
- Required certifications expire and are not renewed.
- Performance remains unsatisfactory after written notice.
- Fraud, corruption, or unethical conduct is identified.
- The contractor becomes insolvent or is placed under business rescue.
- The contractor fails to maintain mandatory registrations.

12. PRICE PROPOSAL/ PRICING SCHEDULE

The applicable subsidy amount, grant allocation or funding quantum determined by the National Department of Human Settlements for emergency housing interventions in accordance with the National Housing Code and approved programme guidelines will be used. Therefore **Pricing is NOT** applicable for this Bid. **(Annexure A)**

13. BID EVALUATION PROCESS

The evaluation process will be conducted in stages. Bidders must pass each phase to proceed to the next phase of evaluation.

Phases	Bid Evaluation criteria description	Applicable for this bid
Phase 1	Administrative Pre-qualification requirements	**YES**
Phase 2	Technical Mandatory Requirements	**YES**
Phase 3	Evaluation on functionality	**YES**

14. EVALUATION CRITERIA

14.1 Bid Evaluation Criteria

PHASE 1 ADMINISTRATIVE PRE-QUALIFICATION REQUIREMENTS

Non-mandatory compliance comprises of checking if bidders have complied with the

requirements as listed below:

- Invitation letter to bid.
- SBD 1: Invitation to bid.
- SBD 6.1: Preference points claim form of the Preferential Procurement Regulations 2022.
- General Conditions of Contract (initialized each page).
- Special Conditions of Contract.
- CSD report reflecting compliant tax status, successful bank verification and ownership information.
- Valid Tax Clearance Certificate / Unique Pin issued by SARS.
- Valid CIPC Certificate.
- Valid Agreement Certificate.
- Confirmation of disability by the Medical Practitioner.
- In case of a joint venture, the following documents are to be submitted.
    - ✓ Valid Tax Clearance Certificate of all parties/ Unique Pin issued by SARS.
    - ✓ Proof of a joint venture/consortium agreement signed by all parties to the agreement and the lead partner to be indicated (where bidders submit proposals as such). The document clearly indicates the lead partner and proposed revenue split.
    - ✓ ***NB****: For Joint Venture (JV) submission - The lead partner must be registered in a contractor grading designation not lower than one level below the required grading designation in the class of construction works under consideration. E.g. if the advertised grade is 4GB, then the lead partner must be registered in Grade 4GB or higher*
    - ***NB: Proof of valid Compensation for Occupational Injuries and Disease Act. (COIDA) must be submitted for all companies in the case of a Joint Venture (JV) submission.***

PHASE 2 TECHNICAL MANDATORY REQUIREMENTS

Failure to comply with the mandatory requirements will result in a bidder being non-responsive and disqualified from further evaluation.

- Proof of valid NHBRC Certificate
- Agreement Certificate
- Bidders must possess a CIDB grading appropriate to the nature and anticipated value of construction works. A minimum CIDB grading of **4GB** shall apply only where project values require such grading in terms of CIDB prescripts.
- Letter of good standing for Compensation for Occupational Injuries and Disease Act. (COIDA)
- Proof of all Contractors risk Insurance (letter must be dated within the last 3 months)

PHASE 3 EVALUATION FOR FUNCTIONALITY

To assess each bidder's ability to successfully execute the contract in accordance with the Scope of Works, bidders will be evaluated against the functionality evaluation criteria set out in the table below. Failure to score a minimum of **70 points** will result in the bidder being disqualified and not recommended for placement on the panel. The functionality evaluation criteria are as follows:

Criteria A: Tenderer's equipment or plant and experience		**Points**	**Points**
Construction Equipment or Plant Bidder has submitted proof of machinery ownership (Motor vehicles licence in the name of the bidder's company)	Motor vehicles licence in the name of the bidder's company or lease agreement.	Rating scale 4 (proof of ownership or lease of 3 listed equipment =10 points) Rating scale 3 (proof of ownership or lease of 2 listed	**10**

Or Signed lease intend letter addressed in the name of the bidder's company including motor vehicle license of the supplier's company to be used in the project. **Specific list** 1. **TLB** 2. **Truck 10m3 or 6m3** 3. **Bakkie/ 1Tonner**		equipment =5 points) Rating scale 2 (proof of ownership or lease of 1 listed equipment =1 points) Rating scale 1 (No proof ownership or lease of listed equipment = 0 points)	
Projects Completed: (attach verifiable references letters and completion certificate/letters that indicates on schedule completion in the past three years prior to this submission)	Attach verifiable references letters and completion certificate/letters that indicates on schedule completion in the past three years prior to this submission	**General Building Project** Number of projects completed of similar nature (projects of prefabricated material) with verifiable reference letters, and completion certificates that indicates on schedule completion in the past three years prior to this	**25**

		submission) 5 or more projects with 5 or more reference letters and 5 or more completion certificate = 25 points) 4 projects with 4 reference letters and 4 completion certificate = 20 points) 3 projects with 3 reference letters and 3 completion certificate = 12points) 2 projects with 2 reference letters and 2 completion certificate = 8 points) 1 projects with 1 reference letters and 1 completion certificate = 4 points)	

Projects Completed: (attach verifiable references letters and completion certificate/letters that indicates on schedule completion in the past three years prior to this submission)	Verifiable references letters and completion certificate/letters that indicates on schedule completion in the past three years prior to this submission	**Temporary Residential Units/TRU or Alternative Building Technologies/ABT** Number of projects completed of similar nature (projects of prefabricated material) with verifiable reference letters, and completion certificates that indicates on schedule completion in the past three years prior to this submission) 5 or more projects with 5 or more reference letters and 5 or more completion certificate = 25 points) 4 projects with 4 reference letters and 4 completion certificate = 20	**25**

		points) 3 projects with 3 reference letters and 3 completion certificate = 12 points) 2 projects with 2 reference letters and 2 completion certificate = 8 points) 1 project with 1 reference letters and 1 completion certificate = 4 points)	
Criteria B: Experience of technical project team post professional registration			
Discipline	**Experience Required**	**Relevant work experience post professional registration**	**Points**
Professional Construction Project Manager with a Minimum National Diploma in either construction management or project	A CV of a construction project manager allocated to this project indicating previous roles and responsibilities related to construction of TRUs or similar	**Experience as construction Manager** 5 years' experience and above = 15 points	**15**

management or relevant qualification within the built environment with professional registration (Construction Project Management, Architecture, Quantity Surveying, or civil engineering)		4 years = 10 points 3 years' experience = 6 points 2 years' experience = 4 points 1 year experience = 2 points	
Project Engineer / Project Engineer Technologist with a Minimum National Diploma in Civil Engineering with ECSA registration **(Proof of registration with ECSA as professional engineer/technologist.** **CV and certified copies of original qualifications must be submitted**	A CV of project engineer / project engineer technologist allocated to this project indicating previous roles and responsibilities related to construction of TRUs or similar	**Experience as civil engineer** 5 years' experience and above = 15 points 4 years = 10 points 3 years' experience = 6 points 2 years' experience = 4 points 1 year experience = 2 points	**15**
Construction Health and Safety Officer with Minimum National	A CV of construction health and safety officer allocated to this project indicating	**Experience as Construction Health and Safety**	**10**

Diploma in safety Management with professional registration (SACPCMP) **CV and certified copies of original qualifications must be submitted**	previous roles and responsibilities related to construction of TRUs or similar	**Officer** 5 years' experience and above = 15 points 4 years = 10 points 3 years' experience = 6 points 2 years' experience = 4 points 1 year experience = 2 points	
Total			**100**

ND Bidders must achieve a minimum score of 70 out of 100 points for functionality. Bidders who fail to achieve the minimum score of 70 of out of 100 points will be disqualified.

15. RULES OF BIDDING/SPECIAL CONDITIONS OF CONTRACT

a) The NDoHS will issue an appointment letter to successful bidders. Bidders must note that this is a national panel of service providers

b) The Department will enter into a project-specific contract with service providers appointed to the National Panel of Service Providers who successfully respond to a Request for Quotation (RFQ) issued to a single supplier on the panel through rotation basis, (the rotation will be subject to performance on previous projects).

c) The contracted company is expected to have the necessary expertise including securing the required expertise through a subcontract or a joint venture arrangement.

15.1 Ethical Conduct

Service providers shall comply with all anti-corruption legislation and government integrity requirements.

Any attempt to influence evaluation processes, provide inducements, misrepresent information, or engage in collusive practices may result in:

- Disqualification.
- Contract termination.
- Blacklisting.
- Referral to relevant law enforcement authorities.

16. SPECIAL CONDITIONS OF CONTRACT

a) The Department is not bound to accept any of the bids submitted
b) Valid Tax Compliance status- Pin issued by SARS must be submitted by all South African companies submitting bids as part of a consortium or joint venture.
c) Foreign companies providing proposals must become familiar with local conditions and laws and take them into account in preparing their proposals.
d) The cost of preparing bids and of negotiating the contract will not be reimbursed.
e) The Department reserves the right to withdraw or amend these terms of reference by writing to all parties who have received the terms of reference.
f) The Department reserves the right to call interviews with short-listed bidders before final selection.
g) The company may ask for clarification on these terms of reference up to the close of business 48 hours before the deadline for the submission of bids. Any request for clarification must be submitted in writing by email and will be replied to in writing by email: tendersenquiries@dhs.gov.za
h) The Department reserves the right to return late bid submissions unopened.
i) The Department reserves the right not to evaluate bids that are not submitted in the format specified in these terms of reference. Failure to submit the bids in the specified format may invalidate your bid.
j) The service provider will be required to sign a Nondisclosure agreement regarding the protection of NDoHS Personal information that is in the department.
k) A company may not contact the NDoHS or any member of the bid committees on any matter pertaining to their bid from the time when bids are submitted to the time the consultant contract

is awarded. Any effort by a bidder to influence bid evaluation, bid comparisons or bid award decisions in any manner may result in rejection of the bid concerned.

l) The deadline for submission of bids is 11h00 on the .....

m) The required service must commence one week after the official order has been placed and the contract is signed.

n) No incomplete tenders, late tenders and tenders received telegraphically or per facsimile shall be accepted.

Bids must be submitted by hand to:

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, 260 JUSTICE MOHAMED STREET, RUTH MOMPATI BUILDING, PRETORIA, 0001

Bids must be clearly marked:

(i) Bid Number .....

(ii) Service provider

(iii) National Department of Human Settlements; Directorate: Supply Chain Management

(iv) Attention: Demand and Acquisitions

17. BID VALIDITY

Bids submitted in response to this tender shall remain valid for a period of one hundred and twenty (120) calendar days from the closing date of the tender. The Department reserves the right to request bidders to extend the validity period where necessary, subject to mutual agreement.

18. GENERAL CONDITIONS OF CONTRACT

The general conditions of contract as enclosed in the standard bidding documents apply.

19. BRIEFING SESSION

Prospective service providers will be expected to attend a Compulsory Briefing session. Prospective bidders may send their questions/queries to.

tendersenquiries@dhs.gov.za

NB:

a) In addition to the requirements listed above, the service provider will be processing personal information on behalf of the DHS; as a result, the service provider needs to demonstrate that it complies with the Protection of Personal Information Act, 4 of 2013 ("POPIA").

b) The service provider must complete the Operator Checklist and provide all necessary information, which will then be assessed by the DHS. The appointment of the service provider is conditional upon the service provider demonstrating compliance with POPIA.

c) The cut-off time to receive enquiries is 6 days before the closing date.

d) The NDoHS has 10 days to respond to all questions received before the closing date.

20. ENQUIRIES

tendersenquiries@dhs.gov.za

human settlements

Department:
Human Settlements
REPUBLIC OF SOUTH AFRICA

OPERATOR COMPLIANCE CHECKLIST

Company Name:			
Registration Number:			
Nature of Services:			
No	**Question**	**Answer**	**Additional Information**
1	Have you registered your Information Officer and, where relevant, your Deputy Information Officer with the Regulator?		If yes, please specify the Information Officer and Deputy Information Officer:
2	In the event that you have delegated the role of Information Officer or the Deputy information Officer, is there a formal authorisation or delegation in place?		
3	Have you implemented any formal data privacy and protection policies or procedures within your organisation?		If yes, please specify the policies and procedures:
4	Have you conducted a POPIA Gap Assessment/Analysis/Personal Information Impact Assesment?		If in progress, please advise when it is expected to be completed by:
5	Do you have any Operators that provide key parts of the service to us?		If yes, please specify the company and the service:
6	Have you reviewed and compiled a list of all of your Operators?		
7	Have you entered into an Operator agreement with all your Operators?		
8	Have you implemented a ROPA (Record of Processing Activities)?		
9	Have you considered whether you are required to implement a PAIA Manual and if so, has it been implemented?		
10	Is there a process in place to identify all reasonably foreseeable internal and external risks to Personal Information?		
11	Is there a process in place to establish and maintain appropriate security safeguards against the risks identified?		If yes, please specify the security safeguards in place:
12	Is there a process in place to regularly verify that the safeguards are effectively implemented, for example, have you employed someone to conduct a security		
13	Is there a process in place to ensure that the safeguards are continually updated in response to new risks or deficiencies in previously implemented safeguards?		
14	Do you have physical access control measures to secure access to the premises where Personal Information is stored?		
15	Do you restrict access to Personal Information to trained and authorised staff members?		
16	Have you implemented a procedure to be followed in the event of a security compromise / data breach?		

17	Have you ensured that you have appropriate privacy notices in place and that they are displayed?		
18	Have you implemented a Data Subject Rights Procedure?		
19	If you are established outside the Republic of South Africa, have you appointed a representative in South Africa for the purposes of POPIA implementation?		
20	Have you developed appropriate procedures to ensure that Personal Information is accurate and up to date?		
21	Have you reviewed your direct marketing practices and amended it in line with POPIA?		
22	Have you trained your employees on POPIA and all policies and procedures that have been implemented as part of your compliance framework?		
23	Do you have a data retention policy or procedure in place that advises you how and when to retain and destroy data?		
24	Are there any transfers of Personal Information outside the Republic of South Africa?		If yes, please specify the countries and list the safeguards taken to protect data, e.g. Data Processing Agreement etc.:
25	Are cloud services used for the services you provide?		If yes, please specify where the servers for the Personal Information are located:

Yes

No

Not applicable

In progress

PART A
INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (*NAME OF DEPARTMENT/ PUBLIC ENTITY*)			
BID NUMBER:	**BID VA49/04-2026/27**	CLOSING DATE: 14 DECEMBER 2026	11:00
DESCRIPTION	**TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO BE ON A PANEL OF THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR THE PLANNING, DESIGN, SUPPLY, CONSTRUCTION, COMPLETION AND HANDOVER OF CERTIFIED TEMPORARY RESIDENTIAL UNITS (TRUs) IN VARIOUS PROVINCES, ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 36 MONTHS.**		

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

tendersenquiries@dhs.gov.za

BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO		**TECHNICAL ENQUIRIES MAY BE DIRECTED TO:**	
CONTACT PERSON		CONTACT PERSON	
TELEPHONE NUMBER		TELEPHONE NUMBER	
FACSIMILE NUMBER		FACSIMILE NUMBER	
E-MAIL ADDRESS	**tendersenquiries@dhs.gov.za**	E-MAIL ADDRESS	**tendersenquiries@dhs.gov.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					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		**OR**	CENTRAL SUPPLIER DATABASE No:	MAAA
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE	TICK APPLICABLE BOX] ☐ Yes ☐ No		B-BBEE STATUS LEVEL SWORN AFFIDAVIT	[TICK APPLICABLE BOX] ☐ Yes ☐ 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]

ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	☐Yes ☐No [IF YES ENCLOSE PROOF]	ARE YOU A FOREIGN BASED SUPPLIER FOR **THE GOODS /SERVICES /WORKS OFFERED?**	☐Yes ☐No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]

QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS

IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?	☐ YES ☐ NO
DOES THE ENTITY HAVE A BRANCH IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?	☐ YES ☐ NO
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?	☐ YES ☐ NO

IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION? ☐ YES ☐ 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 PIN 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."

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: ...

.....

PRICING SCHEDULE
(Professional Services)

NAME OF BIDDER: .....BID NO.: **BID VA49/04-2026/27**

CLOSING TIME **11:00** CLOSING DATE: **14 DECEMBER 2026**

OFFER TO BE VALID FOR... **120**... DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY ** (ALL APPLICABLE TAXES INCLUDED)

TERMS OF REFERENCE FOR THE APPOINTMENT OF SERVICE PROVIDERS TO BE ON A PANEL OF THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS FOR THE PLANNING, DESIGN, SUPPLY, CONSTRUCTION, COMPLETION AND HANDOVER OF CERTIFIED TEMPORARY RESIDENTIAL UNITS (TRUs) IN VARIOUS PROVINCES, ON AN AS AND WHEN REQUIRED BASIS, FOR A PERIOD OF 36 MONTHS.

1. The accompanying information must be used for the formulation of proposals.

2. Bidders are required to indicate **a ceiling price** based on the total estimated time for completion of all phases and including all expenses inclusive of all applicable taxes for the project. **R**.....

3. PERSONS WHO WILL BE INVOLVED IN THE PROJECT AND RATES APPLICABLE (CERTIFIED INVOICES MUST BE RENDERED IN TERMS HEREOF)

4. PERSON AND POSITION	HOURLY RATE	DAILY RATE
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------
----------	R----------	----------

5. PHASES ACCORDING TO WHICH THE PROJECT WILL BE COMPLETED, COST PER PHASE AND MAN-DAYS TO BE SPENT

----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days
----------	R----------	---------- days

5.1 Travel expenses (specify, for example rate/km and total km, class of air travel, etc). Only actual costs are recoverable. Proof of the expenses incurred must accompany certified invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....

Bid No: BID VA49/04-2026/27

Name of Bidder: .....

----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

all applicable taxes" includes value- added tax, pay as you earn, income tax, unemployment insurance fund ntributions and skills development levies.

5.2 Other expenses, for example accommodation (specify, e.g. Three star hotel, bed and breakfast, telephone cost, reproduction cost, etc.). On basis of these particulars, certified invoices will be checked for correctness. Proof of the expenses must accompany invoices.

DESCRIPTION OF EXPENSE TO BE INCURRED	RATE	QUANTITY	AMOUNT
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....
----------	.....	.....	R.....

TOTAL: R.....

6. Period required for commencement with project after Acceptance of bid .....

7. Estimated man-days for completion of project .....

8. Are the rates quoted firm for the full period of contract? *YES/NO

9. If not firm for the full period, provide details of the basis on which Adjustments will be applied for, for example consumer price index. .....
.....

***[DELETE IF NOT APPLICABLE]**

Any enquiries regarding bidding procedures may be directed to the –

THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS, DR RUTH S MUMPATI, 260 JUSTICE MAHOMED STREET, SUNNYSIDE, PRETORIA

Department: THE NATIONAL DEPARTMENT OF HUMAN SETTLEMENTS

E-mail address: tendersenquiries@dhs.gov.za

ANY ENQUIRIES REGARDING TECHNICAL INFORMATION MAY BE DIRECTED TO:

E-mail address: tendersenquiries@dhs.gov.za

SBD4

BIDDER'S DISCLOSURE

1. **PURPOSE OF THE FORM**

Any person (natural or juristic) may make an offer or offers in terms of this invitation to bid. In line with the principles of transparency, accountability, impartiality, and ethics as enshrined in the Constitution of the Republic of South Africa and further expressed in various pieces of legislation, it is required for the bidder to make this declaration in respect of the details required hereunder.

Where a person/s are listed in the Register for Tender Defaulters and / or the List of Restricted Suppliers, that person will automatically be disqualified from the bid process.

2. Bidder's declaration

2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest[1] in the enterprise, employed by the state? YES/NO

2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

2.2 Do you, or any person connected with the bidder, have a relationship

1 the power, by one person or a group of persons holding the majority of the equity of an enterprise, alternatively, the person/s having the deciding vote or power to influence or to direct the course and decisions of the enterprise.

with any person who is employed by the procuring institution? YES/NO

2.2.1 If so, furnish particulars:
.....
.....

2.3 Does the bidder or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest in the enterprise have any interest in any other related enterprise whether or not they are bidding for this contract? YES/NO

2.3.1 If so, furnish particulars:
.....
.....

3 DECLARATION

I, the undersigned, (name)..... in submitting the accompanying bid, do hereby make the following statements that I certify to be true and complete in every respect:

3.1 I have read and I understand the contents of this disclosure;

3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;

3.3 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 consortium2 will not be construed as collusive bidding.

3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.

3.4 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.

3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring

2 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.

institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

3.6 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.

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

.....	.....
Signature	Date
.....	.....
Position	Name of bidder

SBD 6.1

PREFERENCE POINTS CLAIM FORM IN TERMS OF THE PREFERENTIAL PROCUREMENT REGULATIONS 2022

This preference form must form part of all tenders invited. It contains general information and serves as a claim form for preference points for specific goals.

NB: BEFORE COMPLETING THIS FORM, TENDERERS MUST STUDY THE GENERAL CONDITIONS, DEFINITIONS AND DIRECTIVES APPLICABLE IN RESPECT OF THE TENDER AND PREFERENTIAL PROCUREMENT REGULATIONS, 2022

---

1. GENERAL CONDITIONS

1.1 The following preference point systems are applicable to invitations to tender:

- 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 **To be completed by the organ of state**

(*Delete whichever is not applicable for this tender*).

a) The applicable preference point system for this tender is the 80/20 preference point system.

b) 80/20 preference point system will be applicable in this tender. The lowest/ highest acceptable tender will be used to determine the accurate system once tenders are received.

1.3 Points for this tender (even in the case of a tender for income-generating contracts) shall be awarded for:

(a) Price; and

(b) Specific Goals.

1.4 **To be completed by the organ of state:**

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	80
SPECIFIC GOALS	20
Total points for Price and SPECIFIC GOALS	**100**

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.

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

2. DEFINITIONS

(a) "tender" means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;

(b) "price" means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;

(c) "rand value" means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;

(d) "tender for income-generating contracts" means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and

(e) "the Act" means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

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

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

80/20 or 90/10

$$Ps = 80\left(1 - \frac{Pt - Pmin}{Pmin}\right) \text{ or } \quad Ps = 90\left(1 - \frac{Pt - Pmin}{Pmin}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmin = Price of lowest acceptable tender

3.2. **FORMULAE FOR DISPOSAL OR LEASING OF STATE ASSETS AND INCOME GENERATING PROCUREMENT**

3.2.1. **POINTS AWARDED FOR PRICE**

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

80/20 or 90/10

$$Ps = 80\left(1 + \frac{Pt - P\,max}{P\,max}\right) \text{ or } \quad Ps = 90\left(1 + \frac{Pt - P\,max}{Pmax}\right)$$

Where

Ps = Points scored for price of tender under consideration

Pt = Price of tender under consideration

Pmax = Price of highest acceptable tender

4. **POINTS AWARDED FOR SPECIFIC GOALS**

4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:

4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—

(a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or

(b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,

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

Table 1: Specific goals for the tender and points claimed are indicated per the table below.

(Note to organs of state: Where either the 90/10 or 80/20 preference point system is applicable, corresponding points must also be indicated as such.

Note to tenderers: The tenderer must indicate how they claim points for each preference point system.)

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points allocated (80/20 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (To be completed by the tenderer)	Number of points claimed (80/20 system) (To be completed by the tenderer)
WOMEN		10		
YOUTH		8		
PERSONS WITH DISABILITIES (PWD's)		2		

DECLARATION WITH REGARD TO COMPANY/FIRM

4.3. Name of company/firm.....

4.4. Company registration number: .....

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

i) The information furnished is true and correct;

ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;

iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

iv) If the specific goals have been claimed or obtained on a fraudulent basis or any of the conditions of contract have not been fulfilled, the organ of state may, in addition to any other remedy it may have –

(a) disqualify the person from the tendering process;

(b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;

(c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;

(d) recommend that the tenderer or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and

(e) forward the matter for criminal prosecution, if deemed necessary.

.....

SIGNATURE(S) OF TENDERER(S)

SURNAME AND NAME: .....

DATE: .....

ADDRESS: .....

.....

.....

.....

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT:

GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT

GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

(i) Draw special attention to certain general conditions applicable to government bids, contracts and orders; and

(ii) To ensure that clients be familiar with regard to the rights and obligations of all parties involved in doing business with government.

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

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

- Special Conditions of Contract (SCC) relevant to a specific bid, should be compiled separately for every bid (if (applicable) and will supplement the General Conditions of Contract. Whenever there is a conflict, the provisions in the SCC shall prevail.

TABLE OF CLAUSES

1. Definitions
2. Application
3. General
4. Standards
5. Use of contract documents and information; inspection
6. Patent rights
7. Performance security
8. Inspections, tests and analysis
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23. Termination for default
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27. Settlement of disputes
28. Limitation of liability
29. Governing language
30. Applicable law
31. Notices
32. Taxes and duties
33. National Industrial Participation Programme (NIPP)
34. Prohibition of restrictive practices

General Conditions of Contract

1. Definitions

1. The following terms shall be interpreted as indicated:

1.1 "Closing time" means the date and hour specified in the bidding documents for the receipt of bids.

1.2 "Contract" means the written agreement entered into between the purchaser and the supplier, as recorded in the contract form signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein.

1.3 "Contract price" means the price payable to the supplier under the contract for the full and proper performance of his contractual obligations.

1.4 "Corrupt practice" means the offering, giving, receiving, or soliciting of any thing of value to influence the action of a public official in the procurement process or in contract execution.

1.5 "Countervailing duties" are imposed in cases where an enterprise abroad is subsidized by its government and encouraged to market its products internationally.

1.6 "Country of origin" means the place where the goods were mined, grown or produced or from which the services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembly of components, a commercially recognized new product results that is substantially different in basic characteristics or in purpose or utility from its components.

1.7 "Day" means calendar day.

1.8 "Delivery" means delivery in compliance of the conditions of the contract or order.

1.9 "Delivery ex stock" means immediate delivery directly from stock actually on hand.

1.10 "Delivery into consignees store or to his site" means delivered and unloaded in the specified store or depot or on the specified site in compliance with the conditions of the contract or order, the supplier bearing all risks and charges involved until the supplies are so delivered and a valid receipt is obtained.

1.11 "Dumping" occurs when a private enterprise abroad market its goods on own initiative in the RSA at lower prices than that of the country of origin and which have the potential to harm the local industries in the

RSA.

1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.

1.14 "GCC" means the General Conditions of Contract.

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

1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.

1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.

1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.

1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.

1.20 "Project site," where applicable, means the place indicated in bidding documents.

1.21 "Purchaser" means the organization purchasing the goods.

1.22 "Republic" means the Republic of South Africa.

1.23 "SCC" means the Special Conditions of Contract.

1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

1.25 "Written" or "in writing" means handwritten in ink or any form of electronic or mechanical writing.

2. Application

2.1 These general conditions are applicable to all bids, contracts and orders including bids for functional and professional services, sales, hiring, letting and the granting or acquiring of rights, but excluding immovable property, unless otherwise indicated in the bidding documents.

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

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

3. General

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

3.2 With certain exceptions, invitations to bid are only published in the Government Tender Bulletin. The Government Tender Bulletin may be obtained directly from the Government Printer, Private Bag X85, Pretoria 0001, or accessed electronically from www.treasury.gov.za

4. Standards

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

5. Use of contract documents and information; inspection.

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

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

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

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

6. Patent rights

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

7. Performance security

7.1 Within thirty (30) days of receipt of the notification of contract award, the successful bidder shall furnish to the purchaser the performance security of the amount specified in SCC.

7.2 The proceeds of the performance security shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete his obligations under the contract.

7.3 The performance security shall be denominated in the currency of the contract, or in a freely convertible currency acceptable to the purchaser and shall be in one of the following forms:

(a) a bank guarantee or an irrevocable letter of credit issued by a reputable bank located in the purchaser's country or abroad, acceptable to the purchaser, in the form provided in the bidding documents or another form acceptable to the purchaser; or

(b) a cashier's or certified cheque

7.4 The performance security will be discharged by the purchaser and returned to the supplier not later than thirty (30) days following the date of completion of the supplier's performance obligations under the contract, including any warranty obligations, unless otherwise specified in SCC.

8. Inspections, tests and analyses

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

8.2 If it is a bid condition that supplies to be produced or services to be rendered should at any stage during production or execution or on completion be subject to inspection, the premises of the bidder or contractor shall be open, at all reasonable hours, for inspection by a representative of the Department or an organization acting on behalf of the Department.

8.3 If there are no inspection requirements indicated in the bidding documents and no mention is made in the contract, but during the contract period it is decided that inspections shall be carried out, the purchaser shall itself make the necessary arrangements, including payment arrangements with the testing authority concerned.

8.4 If the inspections, tests and analyses referred to in clauses 8.2 and 8.3 show the supplies to be in accordance with the contract requirements, the cost of the inspections, tests and analyses shall be defrayed by the purchaser.

8.5 Where the supplies or services referred to in clauses 8.2 and 8.3 do not comply with the contract requirements, irrespective of whether such supplies or services are accepted or not, the cost in connection with these inspections, tests or analyses shall be defrayed by the supplier.

8.6 Supplies and services which are referred to in clauses 8.2 and 8.3 and which do not comply with the contract requirements may be rejected.

8.7 Any contract supplies may on or after delivery be inspected, tested or

analyzed and may be rejected if found not to comply with the requirements of the contract. Such rejected supplies shall be held at the cost and risk of the supplier who shall, when called upon, remove them immediately at his own cost and forthwith substitute them with supplies which do comply with the requirements of the contract. Failing such removal the rejected supplies shall be returned at the suppliers cost and risk. Should the supplier fail to provide the substitute supplies forthwith, the purchaser may, without giving the supplier further opportunity to substitute the rejected supplies, purchase such supplies as may be necessary at the expense of the supplier.

8.8 The provisions of clauses 8.4 to 8.7 shall not prejudice the right of the purchaser to cancel the contract on account of a breach of the conditions thereof, or to act in terms of Clause 23 of GCC.

9. Packing

9.1 The supplier shall provide such packing of the goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit, and open storage. Packing, case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.

9.2 The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the contract, including additional requirements, if any, specified in SCC, and in any subsequent instructions ordered by the purchaser.

10. Delivery and documents

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

10.2 Documents to be submitted by the supplier are specified in SCC.

11. Insurance

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

12. Transportation

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

13. Incidental services

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

(a) performance or supervision of on-site assembly and/or commissioning of the supplied goods;
(b) furnishing of tools required for assembly and/or maintenance of the supplied goods;
(c) furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied goods;

(d) performance or supervision or maintenance and/or repair of the supplied goods, for a period of time agreed by the parties, provided that this service shall not relieve the supplier of any warranty obligations under this contract; and

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

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

14. Spare parts

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

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

(b) in the event of termination of production of the spare parts:

(i) Advance notification to the purchaser of the pending termination, in sufficient time to permit the purchaser to procure needed requirements; and

(ii) following such termination, furnishing at no cost to the purchaser, the blueprints, drawings, and specifications of the spare parts, if requested.

15. Warranty

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

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

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

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

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

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

16. Payment

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

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

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

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

17. Prices

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

18. Contract amendments

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

19. Assignment

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

20. Subcontracts

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

21. Delays in the supplier's performance

21.1 Delivery of the goods and performance of services shall be made by the supplier in accordance with the time schedule prescribed by the purchaser in the contract.

21.2 If at any time during performance of the contract, the supplier or its subcontractor(s) should encounter conditions impeding timely delivery of the goods and performance of services, the supplier shall promptly notify the purchaser in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may at his discretion extend the supplier's time for performance, with or without the imposition of penalties, in which case the extension shall be ratified by the parties by amendment of contract.

21.3 No provision in a contract shall be deemed to prohibit the obtaining of supplies or services from a national department, provincial department, or a local authority.

21.4 The right is reserved to procure outside of the contract small quantities or to have minor essential services executed if an emergency arises, the

supplier's point of supply is not situated at or near the place where the supplies are required, or the supplier's services are not readily available.

21.5 Except as provided under GCC Clause 25, a delay by the supplier in the performance of its delivery obligations shall render the supplier liable to the imposition of penalties, pursuant to GCC Clause 22, unless an extension of time is agreed upon pursuant to GCC Clause 21.2 without the application of penalties.

21.6 Upon any delay beyond the delivery period in the case of a supplies contract, the purchaser shall, without canceling the contract, be entitled to purchase supplies of a similar quality and up to the same quantity in substitution of the goods not supplied in conformity with the contract and to return any goods delivered later at the supplier's expense and risk, or to cancel the contract and buy such goods as may be required to complete the contract and without prejudice to his other rights, be entitled to claim damages from the supplier.

22. Penalties

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

23. Termination for default

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

(a) if the supplier fails to deliver any or all of the goods within the period(s) specified in the contract, or within any extension thereof granted by the purchaser pursuant to GCC Clause 21.2;

(b) if the Supplier fails to perform any other obligation(s) under the contract; or

(c) if the supplier, in the judgment of the purchaser, has engaged in corrupt or fraudulent practices in competing for or in executing the contract.

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

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

23.4 If a purchaser intends imposing a restriction on a supplier or any

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

23.5 Any restriction imposed on any person by the Accounting Officer / Authority will, at the discretion of the Accounting Officer / Authority, also be applicable to any other enterprise or any partner, manager, director or other person who wholly or partly exercises or exercised or may exercise control over the enterprise of the first-mentioned person, and with which enterprise or person the first-mentioned person, is or was in the opinion of the Accounting Officer / Authority actively associated.

23.6 If a restriction is imposed, the purchaser must, within five (5) working days of such imposition, furnish the National Treasury, with the following information:

(i) the name and address of the supplier and / or person restricted by the purchaser;
(ii) the date of commencement of the restriction
(iii) the period of restriction; and
(iv) the reasons for the restriction.

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

23.7 If a court of law convicts a person of an offence as contemplated in sections 12 or 13 of the Prevention and Combating of Corrupt Activities Act, No. 12 of 2004, the court may also rule that such person's name be endorsed on the Register for Tender Defaulters. When a person's name has been endorsed on the Register, the person will be prohibited from doing business with the public sector for a period not less than five years and not more than 10 years. The National Treasury is empowered to determine the period of restriction and each case will be dealt with on its own merits. According to section 32 of the Act the Register must be open to the public. The Register can be perused on the National Treasury website.

24. Anti-dumping and countervailing duties and rights

24.1 When, after the date of bid, provisional payments are required, or anti-dumping or countervailing duties are imposed, or the amount of a provisional payment or anti-dumping or countervailing right is increased in respect of any dumped or subsidized import, the State is not liable for any amount so required or imposed, or for the amount of any such increase. When, after the said date, such a provisional payment is no longer required or any such anti-dumping or countervailing right is abolished, or where the amount of such provisional payment or any such right is reduced, any such favourable difference shall on demand be paid forthwith by the contractor to the State or the State may deduct such amounts from moneys (if any) which may otherwise be due to the contractor in regard to supplies or services which he delivered or rendered, or is to deliver or render in terms of the contract or any other contract or any other amount which

may be due to him

25. Force Majeure

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

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

26. Termination for insolvency

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

27. Settlement of Disputes

27.1 If any dispute or difference of any kind whatsoever arises between the purchaser and the supplier in connection with or arising out of the contract, the parties shall make every effort to resolve amicably such dispute or difference by mutual consultation.

27.2 If, after thirty (30) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier may give notice to the other party of his intention to commence with mediation. No mediation in respect of this matter may be commenced unless such notice is given to the other party.

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

27.4 Mediation proceedings shall be conducted in accordance with the rules of procedure specified in the SCC.

27.5 Notwithstanding any reference to mediation and/or court proceedings herein,

(a) the parties shall continue to perform their respective obligations under the contract unless they otherwise agree; and
(b) the purchaser shall pay the supplier any monies due the supplier.

28. Limitation of liability

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

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

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

29. Governing language

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

30. Applicable law

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

31. Notices

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

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

32. Taxes and duties

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

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

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

33. National Industrial Participation (NIP) Programme

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

34 Prohibition of Restrictive practices

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

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

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