

**PART A  
INVITATION TO BID**

<b>YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (THE HOUSING DEVELOPMENT AGENCY (HDA))</b>					
BID NUMBER:	HDA/KZN/2021/001	CLOSING DATE:	25 MAY 2021	CLOSING TIME:	11H00
DESCRIPTION	APPOINTMENT OF A SERVICE PROVIDER FOR THE PREPARATION OF DEVELOPMENT PLANS FOR NINE (9) PHSDA (PRIORITY HUMAN SETTLEMENTS AND HOUSING DEVELOPMENT AREAs) IN LOCAL MUNICIPALITIES WITHIN KZN.				
<b>THE SUCCESSFUL BIDDER WILL BE REQUIRED TO FILL IN AND SIGN A WRITTEN CONTRACT FORM (SBD7).</b>					
<b>BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)</b>					
<b>THE HOUSING DEVELOPMENT AGENCY (HDA)</b>					
<b>BLOCK A, RIVIERA OFFICE PARK</b>					
<b>6-10 RIVIERA ROAD</b>					
<b>KILLARNEY, JOHANNESBURG</b>					
<b>SUPPLIER INFORMATION</b>					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
		TCS PIN:		OR	CSD No:
B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE [TICK APPLICABLE BOX]	<input type="checkbox"/> Yes		B-BBEE STATUS LEVEL SWORN AFFIDAVIT		<input type="checkbox"/> Yes
	<input type="checkbox"/> No				<input type="checkbox"/> No
IF YES, WHO WAS THE CERTIFICATE ISSUED BY?					
AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA) AND NAME THE APPLICABLE IN THE TICK BOX	<input type="checkbox"/>	AN ACCOUNTING OFFICER AS CONTEMPLATED IN THE CLOSE CORPORATION ACT (CCA)			
	<input type="checkbox"/>	A VERIFICATION AGENCY ACCREDITED BY THE SOUTH AFRICAN ACCREDITATION SYSTEM (SANAS)			
	<input type="checkbox"/>	A REGISTERED AUDITOR			
		NAME:			
<b>[A B-BBEE STATUS LEVEL VERIFICATION CERTIFICATE/SWORN AFFIDAVIT(FOR EMEs&amp; QSEs) MUST BE SUBMITTED IN ORDER TO QUALIFY FOR PREFERENCE POINTS FOR B-BBEE]</b>					
ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES /WORKS OFFERED?	<input type="checkbox"/> Yes	<input type="checkbox"/> No	ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES /WORKS OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No
	[IF YES ENCLOSE PROOF]		[IF YES ANSWER PART B:3 BELOW ]		
SIGNATURE OF BIDDER		DATE			
CAPACITY UNDER WHICH THIS BID IS SIGNED (Attach proof of authority to sign this bid; e.g. resolution of directors, etc.)					
TOTAL NUMBER OF ITEMS OFFERED		TOTAL BID PRICE (ALL INCLUSIVE)			
<b>BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO:</b>			<b>TECHNICAL INFORMATION MAY BE DIRECTED TO:</b>		
DEPARTMENT/ PUBLIC ENTITY	Supply Chain Management		CONTACT PERSON		
CONTACT PERSON	Pfarelo Netshisaulu		TELEPHONE NUMBER	011 544 1000	
TELEPHONE NUMBER	011 544 1000		FACSIMILE NUMBER	None	
FACSIMILE NUMBER	None		E-MAIL ADDRESS		
E-MAIL ADDRESS	Pfarelo.Netshisaulu@thehda.co.za				

**PART B  
TERMS AND CONDITIONS FOR BIDDING**

**1. BID SUBMISSION:**

- 1.1. BIDS MUST BE DELIVERED BY THE STIPULATED TIME TO THE CORRECT ADDRESS. LATE BIDS WILL NOT BE ACCEPTED FOR CONSIDERATION. THE BID BOX IS GENERALLY OPEN DURING OFFICE HOURS, MONDAY TO FRIDAY, FROM 08H00 TO 16H00.
- 1.2. ALL BIDS MUST BE SUBMITTED ON THE OFFICIAL FORMS PROVIDED—(NOT TO BE RE-TYPED) OR ONLINE
- 1.3. BIDDERS MUST REGISTER ON THE CENTRAL SUPPLIER DATABASE (CSD) TO UPLOAD MANDATORY INFORMATION NAMELY: ( BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS; AND BANKING INFORMATION FOR VERIFICATION PURPOSES). B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.4. WHERE A BIDDER IS NOT REGISTERED ON THE CSD, MANDATORY INFORMATION NAMELY: (BUSINESS REGISTRATION/ DIRECTORSHIP/ MEMBERSHIP/IDENTITY NUMBERS; TAX COMPLIANCE STATUS MAY NOT BE SUBMITTED WITH THE BID DOCUMENTATION. B-BBEE CERTIFICATE OR SWORN AFFIDAVIT FOR B-BBEE MUST BE SUBMITTED TO BIDDING INSTITUTION.
- 1.5. THIS BID IS SUBJECT TO THE PREFERENTIAL PROCUREMENT POLICY FRAMEWORK ACT 2000 AND THE PREFERENTIAL PROCUREMENT REGULATIONS, 2017, THE GENERAL CONDITIONS OF CONTRACT (GCC) AND, IF APPLICABLE, ANY OTHER LEGISLATION OR SPECIAL CONDITIONS OF CONTRACT.

**2. TAX COMPLIANCE REQUIREMENTS**

- 2.1 BIDDERS MUST ENSURE COMPLIANCE WITH THEIR TAX OBLIGATIONS.
- 2.2 BIDDERS ARE REQUIRED TO SUBMIT THEIR UNIQUE PERSONAL IDENTIFICATION NUMBER (PIN) ISSUED BY SARS TO ENABLE THE ORGAN OF STATE TO VIEW THE TAXPAYER'S PROFILE AND TAX STATUS.
- 2.3 APPLICATION FOR TAX COMPLIANCE STATUS (TCS) OR PIN MAY ALSO BE MADE VIA E-FILING. IN ORDER TO USE THIS PROVISION, TAXPAYERS WILL NEED TO REGISTER WITH SARS AS E-FILERS THROUGH THE WEBSITE WWW.SARS.GOV.ZA.
- 2.4 BIDDERS MAY ALSO SUBMIT A PRINTED TCS TOGETHER WITH THE BID.
- 2.5 IN BIDS WHERE CONSORTIA / JOINT VENTURES / SUB-CONTRACTORS ARE INVOLVED, EACH PARTY MUST SUBMIT A SEPARATE PROOF OF TCS / PIN / CSD NUMBER.
- 2.6 WHERE NO TCS IS AVAILABLE BUT THE BIDDER IS REGISTERED ON THE CENTRAL SUPPLIER DATABASE (CSD), A CSD NUMBER MUST BE PROVIDED.

**3. QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS**

- 3.1. IS THE BIDDER A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?  YES  NO
- 3.2. DOES THE BIDDER HAVE A BRANCH IN THE RSA?  YES  NO
- 3.3. DOES THE BIDDER HAVE A PERMANENT ESTABLISHMENT IN THE RSA?  YES  NO
- 3.4. DOES THE BIDDER HAVE ANY SOURCE OF INCOME IN THE RSA?  YES  NO

IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN, IT IS NOT A REQUIREMENT TO OBTAIN A TAX COMPLIANCE STATUS / TAX COMPLIANCE SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 ABOVE.

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

P.O. Box 3209,  
Houghton, 2041  
Block A,  
Riviera Office Park,  
6-10 Riviera Road,  
Riviera



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## **REQUEST FOR PROPOSALS**

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**FOR THE PREPARATION OF DEVELOPMENT PLANS FOR NINE (9)  
PHSHDA (PRIORITY HUMAN SETTLEMENTS AND HOUSING  
DEVELOPMENT AREAS) IN LOCAL MUNICIPALITIES WITHIN KZN.**

**HDA/KZN/2020/001**

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**PROPOSALS TO BE SUBMITTED BY**

**NOT LATER THAN**

**25 MAY 2021 @ 11H00**

## **1. Introduction and Background**

The Housing Development Agency (HDA) is a national public development agency that promotes sustainable communities by making well-located land and buildings available for the development of human settlements. As its primary activity, the HDA assembles state, private and communal land, and buildings and releases it for development. Also, the HDA provides project delivery support services to organs of state at local, provincial, and national levels.

As part of its legislative mandate, Section 7 of the Housing Development Agency Act, (Act No. 23 of 2008) requires the Agency to, amongst others, undertake any processes relating to approvals required for housing development, prepare the necessary documentation for consideration and approval by the relevant authorities, monitor progress of the development of immovable property acquired to create sustainable human settlements.

The PSHDAs have been declared in terms of Section 3 of the Housing Act (No.107 of 1997) read in conjunction with Section 7 (3) of the Housing Development Agency Act, 2008 (No. 23 of 2008), the Spatial Planning and Land Use Management Act (SPLUMA) (No. 16 of 2013), and the Infrastructure Development Act (No. 23 of 2014). The PSHDAs intend to advance Human Settlements Spatial Transformation and Consolidation by ensuring that the delivery of housing is used to restructure and revitalize towns and cities, strengthen the livelihood prospects of households and overcome apartheid spatial patterns by fostering integrated urban forms. The PSHDAs are underpinned by the principles of the National Development Plan (NDP) and allied objectives on the National Spatial Development Framework (NSDF) and the Integrated Urban Development Framework (IUDF) which includes:

- a) **Spatial Justice:** reversing segregated development and creation of poverty pockets in the peripheral areas, integrate previously excluded groups, and resuscitate declining areas.
- b) **Spatial efficiency:** consolidating spaces and promoting densification and efficient communicating patterns.
- c) **Access to connectivity, economic and social infrastructure:** ensure the attainment of basic services, job opportunities, transport networks, education, recreation, health, and welfare to facilitate and catalyze increased investment and productivity.

The Priority Human Settlements and Housing Development Areas Programme is a national spatial transformation approach to build a new, integrated, functional, and inclusive settlements. It draws on cooperative and collaborative public sector investments intending to leverage private investment against defined targets and objectives within a designated geographical area.

The programme aims to use the delivery of housing for a broad range of housing typologies within integrated mixed-use developments in the declared PSHDAs to address the following circumstances of priority:

- Areas of urgent housing need where there are an established high demand and low supply of housing opportunities.
- Areas requiring upgrading and/or redevelopment for purposes of delivering housing choices including subsidized housing; and

- Areas requiring improved access to infrastructure, amenities, and services
- Areas that support the integration of different housing typologies, land uses, and economic development.

Ultimately the impact must be a spatial transformation of undesirable settlement patterns emanating from past practices and creation of new human settlements, to **transform entrenched spatial patterns** which have historically exacerbated social inequality and economic inefficiency, to revitalize, renew and redevelop area post-apartheid spatial legacy, and to achieve a **balance between spatial equity, economic competitiveness and environmental sustainability.**

The human settlement planning and project pipeline development work however need to shift towards spatial transformation planning going forward to ensure the necessary impact and transformation in the PSHDAs and ensuring the creation of integrated sustainable human settlements.

## 2. Objectives of the Project

The key objective of the project is to appoint service providers to develop **nine (9)** development plans with implementation programmes for the Priority Human Settlements and Housing Development Areas for the following Municipalities with declared PSHDAs

Local Municipality	Number of PSHDAs	PSHDA Name
Jozini	2	Jozini Urban Development Node
		Mkuze Urban Development Node
Ulundi	1	Ulundi Peri-Urban integration
Msunduzi	2	Edendale
		Msunduzi North & East Development Areas
Ray Nkonyeni	4	Gamalakhe Nositha
		Greater Port Shepstone
		Shelly Beach
		Uvongo Margate

The development plans need to be informed by existing planning work, research, and available information. The final product would need be signed off by the relevant municipality. A project steering committee should be established and led by the relevant municipality

The outcome of these plans should provide a credible platform through which the budget/funding can be streamlined and focused on specific outcomes in and around the PSHDAs and its surroundings.

The plans must further ensure a clearly defined development vision and objectives of the areas, which must include and ensure:

- All people have equal access to proper services and facilities.
- The benefits of growth are shared more broadly across the City and its citizens.
- Settlement restructuring occurs.
- Social mobility is facilitated.

- Promotion of economic development.
- Provision of social facilities and services.
- Upgrading and expansion of services infrastructure, including:
  - Addressing electricity issues
  - Addressing stormwater problems
  - Completion of gravel roads programme
  - Continued provision of basic services
- Improved environmental management.
- Improved public transport linkages.
- Implementation of the marginalized areas development programme.
- Furthermore, to priorities, package, and design projects and intervention that will catalyze and support the achievement of the development vision and ideal land use mix; and
- Innovation and Land efficiency and effective use of scarce resources.

### 3. Deliverables and Scope of Works

HDA-KZN requires 3 (three) service providers to be appointed for respective PSHDAs in following municipalities:

Local Municipality	PSHDA Name	No of Service Providers	Number of development plans
Msunduzi LM	Edendale; Msunduzi North, and East Development Areas;	1	2
Jozini LM	Jozini Urban Development Node; Mkuze Urban Development Node	1	2
Ulundi	Ulundi Peri-urban Integration		1
Ray Nkonyeni	Gamalakhe Nositha; Greater Port Shepstone; Shelly Beach; Uvongo-Margate	1	4

The key deliverable is a development plan, an implementation programme, and prioritized projects packaged, details of which are attached in the SOW (*Annexure 1*).

The purpose to develop a medium to long-term overall Development Plan inclusive of an Implementation Plan for the areas outlined below. This development plan together with other existing plans and/or frameworks is aimed at providing a concise overview of the development opportunities from a human settlements perspective that includes infrastructure, social development, economic development, and ecological considerations in and around the PSHDA.

The high-level outcome of the development plan is to ensure human settlements spatial transformation and consolidation. This requires that the implementation plan must identify specific interventions that contribute to the transformation of the area, which should include human settlements projects and budgets, infrastructure programmes and budgets, social infrastructure and budgets, economic development projects and budgets, spatial alignment schedule linking to other spatial plans etc as well as the institutional arrangements to coordinate developments in the PSHDA.

#### 4. Methodology and Work-plan

The HDA intends to secure the services of the multidisciplinary team of registered professionals who possess the relevant qualifications, applicable skills, knowledge, and related experience of land use management schemes, legislative requirements, and procedures in the area of town planning and urban management.

The proposals for each of the PSHDAs must provide:

- 4.1 An understanding of the Terms of Reference and the selected PSHDA
- 4.2 A concise methodology and approach based on the development guidelines (***Annexure 1***) which must clearly outline the phases and processes to be taken.
- 4.3 The project plan to execute the work which includes the timeline, resources to be used, and costs associated with the activities or tasks;
- 4.4 The service provider shall provide a workable and practical work-plan for the project implementation.
- 4.5 Company profile, references, and CVs of the professional team.

#### 5. Multi-Disciplinary Team

- 5.1. The HDA intends to appoint a multidisciplinary team of professionals with professional registration to their governing body and in terms of the specific statutes empowering them to perform the specific functions in their fields of expertise. It is proposed that a bidding firm must be led by ***a Registered Town/or Professional Planner, registered with the South African Council for Planners, who will be the leader of the multi-disciplinary team (The lead Consultant should be a Professional Town Planner). Further, a Director of Town Planning firm must be the one who is registered with SACPLAN as a "Professional Town Planner"***.
- 5.2. It is the responsibility of the successful bidder (***Registered Town Planning Firm/Planner***) to appoint and manage all other sub-consultants to undertake all necessary professional studies, with the approval of the HDA. ***However, all the consultants/specialists must be registered as well with their relevant affiliation bodies"***.

#### 6. Required Expertise

A combination of the following skills and experience are preferred for this project:

- 6.1. Development and/or Urban Planning and Urban Design knowledge and experience
- 6.2. Town Planning knowledge and expertise
- 6.3. In-depth and robust human settlement planning and policy knowledge and expertise
- 6.4. Understanding of human settlement strategies of different provinces and municipalities
- 6.5. Knowledge of Municipal infrastructure and planning
- 6.6. Social Facilitation
- 6.7. Engineering and construction planning and design experience

## **7. Reporting and Consultations**

The oversight committee consisting of key role players namely the National, Provincial, and the Local Municipality as well as HDA staff for the project. The project will be managed by a project manager assigned to the project from within the HDA.

The successful **service providers** shall:

- 7.1 Consult with the relevant stakeholders in a structured manner and avail record of consultation,
- 7.2 Conduct presentations outlining and summarizing the main components on each of the phases detailing the outcomes with relevant stakeholders. Some consultations, feedback, and reporting shall be conducted in the municipal area concerned;
- 7.3 Furnish the HDA with the final reports as follows:
  - 7.3.1 Three copies of the printed and wire ring binding of the full documents in A4 or A3 format – the compilation graphics and maps may be provided in the same paper size of the main documents; and
  - 7.3.2 Three CDS containing high-resolution versions of the report in source document format as well as pdf.
- 7.4 Ownership and publication of deliverables – The HDA will become the owner of all data collected, reports, unique indicators tailored for use by the HDA, furnished and/or compiled by the service provider during and to execute the agreement. To the extent that copyright in any intellectual property compiled by the service provider during and for purposes of the agreement vests with the service provider, such copyright will become the property of the HDA, unless otherwise agreed by the HDA in writing.
- 7.5 Confidentiality - information gathered and data used by the service provider shall remain confidential.

## **8. Data Quality**

Following the relevant standards and procedures for professional practice, and contracted scope of work, the professional service provider will submit the work as outlined above and in a format that is possible to calibrate and manipulate with other GIS-related tools and CAD software (DWG/DXF/Shape Files). All the material data which affects the site shall be accurately measured and geo-referenced and projected in the appropriate survey system. No inferior, inaccurate or incompatible data will be accepted by the HDA. A clear interpretation and analysis of all the material issues about the scope of works are required.



## 9. Duration of the Project and fee structure

- 9.1. It is anticipated that the project will take a maximum of **8** months to complete.
- 9.2. The successful bidder shall enter into a service level agreement with the HDA, whereupon all the delivery timeframes and milestones shall be agreed upon by both parties;
- 9.3. A separate, all-inclusive (lump sum) cost (including disbursements and VAT) must be submitted for the entire scope for each service provider for the deliverable that has been identified
- 9.4. A comprehensive fee structure, time frame, and payment schedule should be included in the submission

## 10. Pre-qualification

Pre-qualification conditions which Service Provider must meet to be considered:

- Enterprise Level 1- 2 B-BBEE contributor

## 11. Evaluation Process

Bidders will be evaluated in two stages, mandatory compliance, and functionality requirements and terms of the prevailing supply chain policy applicable to the HDA.

The following functionality criteria will be used for evaluating the tender:

- a) The benchmark of a minimum of 70 points out of 100 points on technical functionality will be the cut off to qualify for further evaluation.
- b) Those that qualify will be assessed using the **80/20** formula for price and **B-BBBE** as per the **PPPFA**.

**Table 1 – Functionality**

	<b>CRITERIA</b>	<b>WEIGHTING/ POINTS</b>
<b>Leading Company and individual team members CV's</b>	Points for allocation are as follows: <ul style="list-style-type: none"><li>• The Leading company must be a town planning firm <b>(7)</b></li><li>• Qualifications and proof of registration with professional bodies e.g. SACPLAN, ECSA etc<ul style="list-style-type: none"><li>○ Town Planners/Urban Designer <b>(2)</b></li><li>○ Environmental Practitioners <b>(2)</b></li><li>○ Engineers <b>(2)</b></li><li>○ GIS Specialist <b>(2)</b></li></ul></li></ul> <p><b>Valid registration certificates with the relevant council for each profession should be submitted.</b></p>	<b>15</b>

<b>Level of Experience</b>	<p>Related work of the lead company and work experience in relation to the scope of work and related professional field.</p> <ul style="list-style-type: none"> <li>○ Town Planner/Urban Designer has 10 or more years' experience (2-5 years =3 points; 5-7 years = 6 points; 10 or more years = 10 points)</li> <li>○ Environmental Practitioner has 5 or more years' experience (1-2 years =2 points; 3-4 years = 4 points; 5 or more years = 5 points)</li> <li>○ Engineers has 5 or more years' experience (1-2 years =2 points; 3-4 years = 4 points; 5 or more years = 5 points)</li> <li>○ GIS Specialist has 5 or more years' experience (1-2 years =2 points; 3-4 years = 4 points; 5 or more years = 5 points)</li> </ul>	<b>25</b>
<b>Capacity</b>	<p>Demonstration of the skills and capacity, relevant knowledge and experience</p> <ul style="list-style-type: none"> <li>○ Company has requisite skills to undertake all work <b>(15)</b></li> <li>○ Company has provided letters of reference on similar work completed <b>(25)</b>. <ul style="list-style-type: none"> <li>• 1 -3 Projects = <b>(5)</b></li> <li>• 4 -7 Projects = <b>(10)</b></li> <li>• 8 &amp; more Projects = <b>(25)</b></li> </ul> </li> </ul>	<b>40</b>
<b>Methodology</b>	<p>Demonstrate a clear conceptual and project understanding, activity programme, and realistic timeframes.</p> <ul style="list-style-type: none"> <li>• Work programme, plan, and allocation of resources and tasks <b>(10)</b></li> <li>• Proposed methodology and strategy <b>(10)</b></li> </ul>	<b>20</b>
<b>TOTAL</b>		<b>100</b>

The following criteria will be used for point's allocation for price and B-BBEE compliance on an 80/20 point system: -

**Table 2 – Price and BBEE**

<b>CRITERIA</b>	<b>SUB-CRITERIA</b>	<b>WEIGHTING/ POINTS</b>
<b>Price</b>	Detailed budget breakdown	<b>80</b>
<b>B-BBEE Status Level Verification Certificate from accredited verification agencies.</b>	B-BBEE Level Contributor	<b>20</b>

TOTAL	100
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**NB: Service providers may be requested to clarify information in their proposal. This information must be supplied free of charge.**

## **12. General**

The HDA proposal will be evaluated as per PPPFA regulations.

Below are the compulsory requirements for this service.

- a. It is important to note that the successful person will work under the supervision of an HDA representative, abide by HDA's Code of Conduct, and other organizational guidelines.
  
- b. Kindly complete and submit the HDA Supplier Registration form if not already on our database and submit together with:
  - o Valid original tax clearance certificate.
  - o SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: [www.thehda.co.za/procurement](http://www.thehda.co.za/procurement). Under compliance checklist.
  
- c. Further information regarding supply chain matter and queries can be sent via email to [Pfarelo.Netshisaulu@thehda.co.za](mailto:Pfarelo.Netshisaulu@thehda.co.za); Tel: 011 544 1000
  
- d. Further information regarding technical matters and queries can be sent via email to [Mpho.Motumi@thehda.co.za](mailto:Mpho.Motumi@thehda.co.za); Tel: 031 335 7300.
  
- e. There will be no briefing session for this tender and all queries should be directed to the contacts above.

## **13. Terms and Conditions**

The HDA undertakes to pay in full within thirty (30) days of all valid claims for work done to its satisfaction and upon presentation of a substantiated claim/invoice.

No payment will be made where there is outstanding information/work by the service provider/s.

## **14. Submission of proposals**

Proposals should be submitted on or before the **25 May 2021** by no later than **11h00** to the following address:

The Procurement Officer  
The Housing Development Agency  
Block A, 6-10 Riviera Road, Killarney, Johannesburg, 2193  
Tel: 011 544 1000

The selection of the qualifying proposal will be at the HDA's sole discretion. The HDA does not bind itself to accept any particular bid/proposal, and the HDA reserves the right not to appoint the service provider.

Proposals must be accompanied by:

- A company profile
- CSD registration report (Registration with the National Treasury Central Supplier Database, if not yet registered, use the following link to register:  
<https://secure.csd.gov.za/>)
- SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: [www.thehda.co.za/procurement](http://www.thehda.co.za/procurement). Under the compliance checklist.
- Valid and Original or Certified B-BBEE Status Level Verification
- Certificates issued by the following agencies SANAS, IRBA or CCA.
- Proposal / Quotation

Failure to submit all required documents will lead to disqualification of the tender

The selection of the qualifying proposal will be at the HDA's sole discretion. The HDA does not bind itself to accept any particular bid/proposal, and the HDA reserves the right not to appoint the consultant.

## ANNEXURE 1 – SCOPE OF WORK

ELEMENT	EXPLANATION	DELIVERABLES	NATURE OF THE PRODUCT
<b>EXECUTIVE SUMMARY</b>			
<b>EXECUTIVE SUMMARY</b>	Provide an overview of the process undertaken, a synopsis of the key issues identified and a synopsis of the key proposals contained in the Development Plan.	Executive Summary at beginning of report	Short, clear and concise 1 page summary written in layman's terms.
<b>BACKGROUND AND PURPOSE</b>			
<b>DEVELOPMENT SCOPE AND INTRODUCTION</b>	Set the scene by explaining the project's aims and objectives, intended users and boundary preparation. Provide an overview of the location and a map of the extent of the PHSHDA	Introduction Chapter Location map showing the PHSHDA maximum summary based on TOR	Short, clear and concise 3 Page
<b>LEGISLATIVE AND POLICY CONTEXT</b>			

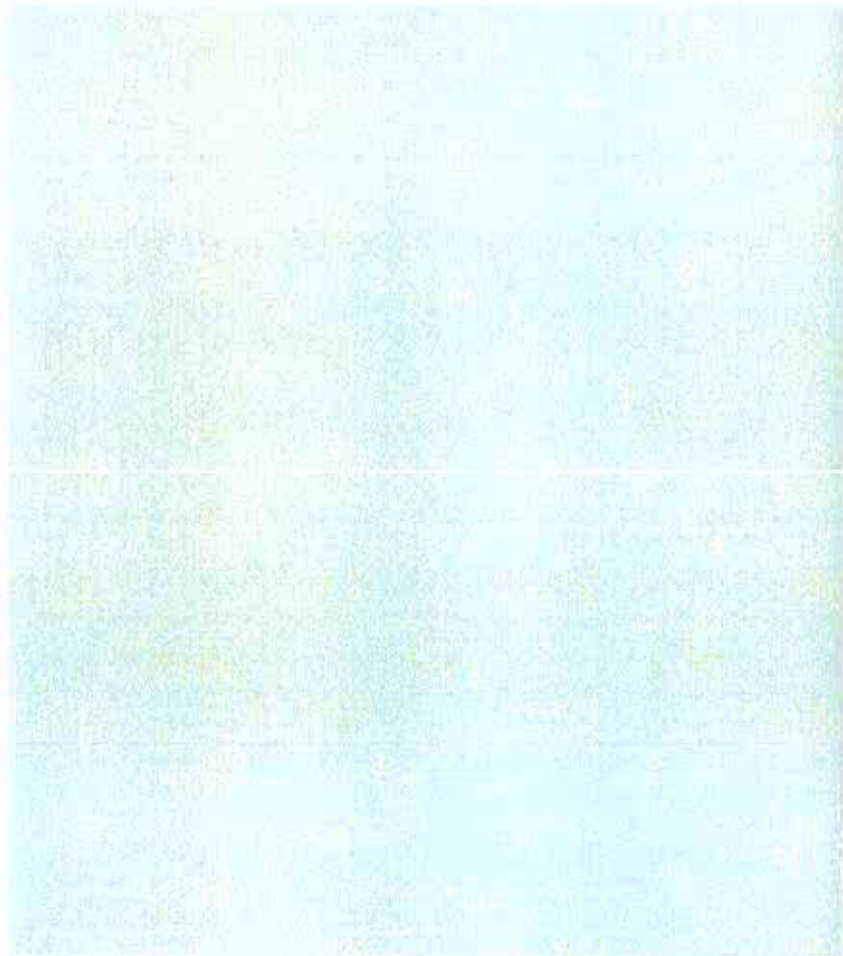
<p><b>NATIONAL POLICY CONTEXT</b></p>	<p>Clarify the national spatial development imperatives that the Development Plan needs to align with as articulated in NDP, national SDF, SPLUMA, MTREF, and other national spatial policy documents.</p>	<p>Summary of key national policies</p>	<p>2 – 3-page summary of all relevant policy directives mostly articulated through bullets, images and diagrams</p>
<p><b>PROVINCIAL POLICY CONTEXT</b></p>	<p>Clarify the provincial development agenda that the Development Plan needs to align with as articulated in provincial growth and development strategy, the PSDF and other provincial policy documents. Stipulate the direct implications of these directives for the PHSIDA.</p>	<p>Summary of key provincial policy directives</p>	
<p><b>LEGISLATIVE AND POLICY CONTEXT</b></p>			
<p><b>MUNICIPAL POLICY CONTEXT</b></p>	<p>Clarify the municipal development agenda as articulated in the MSDF, IDP, MTREF, and other key strategic municipal policy documents. Provide a summary of the IDP spending proposals, relevant grant funding and project budgeting.</p>	<p>Summary of key municipal policy directives</p>	

<p><b>GUIDING PRINCIPLES</b></p>	<p>Interpret the spatial principles in relation to the PSHDA using the legislative and policy context</p>		
<p><b>VISION DIRECTIVES</b></p>	<p>Develop a draft spatial vision for the PSHDA based on the guiding principles set out in the NDP, HS Spatial Transformation and Consolidation Framework, SPLUMA and a distillation of the key policy and context informants.</p>	<p>Draft spatial vision and supporting conceptual diagram</p>	<p>1 paragraph statement – clear simple language</p>
<p><b>PHSHDA CONTEXT &amp; ROLE</b></p>	<p>Provide a summary of history and context within which the PSHDA is situated through distilling the MSDP, IDP and relevant sector plans in terms of statements made regarding the area within its municipal context and why it is a priority.</p>		

**SITUATIONAL ANALYSIS**

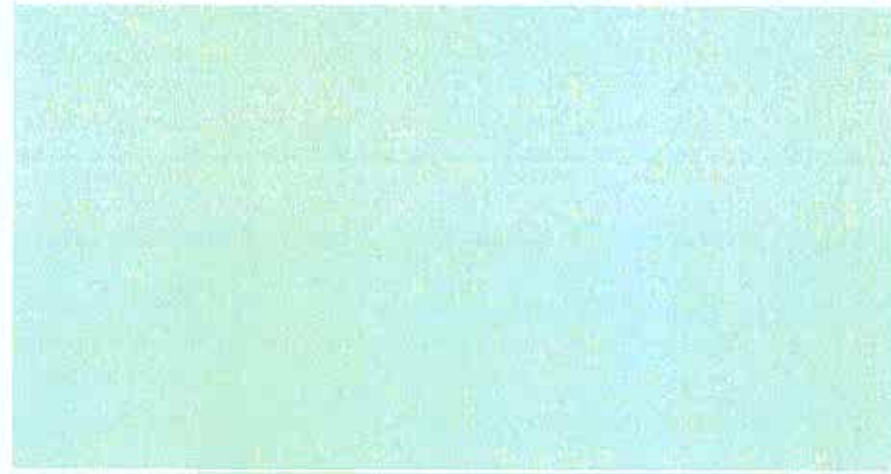
<p><b>REGIONAL CONTEXT (WHAT SURROUNDS THE PHSHDA)</b></p>	<p>Provide a detailed description of the regional context in which the PHSHDA is located describing the main areas surrounding the PHSHDA as well as existing and planned key nodes and corridors, economic activities, movement networks etc. Refer to key vacant land, zoning and ownership status</p>	<p>A section on the regional context regarding maps showing the location of the PHSHDA</p>	<p>Max of 2 pages excluding the maps.</p>
<p><b>SPATIAL STRUCTURE AND LANDUSE WITHIN THE PHSHDA</b></p>	<p>Provide a strategic analysis of the short to medium-term issues facing the PHSHDA in terms of current significant structural elements of the spatial form in context. Refer to the current quality of the built form, land uses and patterns of activity, movement network, economic activity, housing, community facilities, public transport, heritage, infrastructure. Also include</p>	<p>Chapter with relevant reference maps, photographs and diagrams</p>	<p>Max 5 pages using bullets points to provide the explanation excluding the maps</p>



<p>CADASTRAL LAYOUT AND TOWNSHIP STATUS IN THE PHSHDA</p>	<p>current development initiatives in the description of the above</p>	
<p>CADASTRAL LAYOUT AND TOWNSHIP STATUS IN THE PHSHDA</p>	<p>Provide a detailed description in relation to cadastral layouts in the PHSHDA, number of properties, land ownership of vacant land and related issues (land claims, title deeds etc), functional areas etc</p>	

SITUATIONAL ANALYSIS

<p><b>SOCIO-ECONOMIC FEATURES</b></p>	<p>Provide a strategic analysis of the short to medium term issues facing the PSHDA in terms of demographics, access to social services, access to basic services, local economic activity and trends, the demand for housing, cultural trends and other socio-economic pressures. Include what are possible small business investment promotion incentives and housing finance transaction support services</p>	<p>Chapter with relevant reference maps, photographs and diagrams</p>	<p>Maximum 2 pages of text per theme with supporting maps and diagrams (only if reference is made to these in the text) Maps should be generated for the PSHDA rather than reproductions of existing maps or diagrams</p>
<p><b>INFRASTRUCTURE DEVELOPEMINT</b></p>	<p>Provide an analysis of existing infrastructure, gaps and requirements to ensure future developments in the PSHDA. Focus on Bulk Infrastructure, Transport &amp; Mobility, Communication &amp; Connectivity,</p>	<p>Infrastructure Chapter with relevant reference maps, photographs and diagrams</p>	

<p><b>ECOLOGICAL INFRASTRUCTURE AND CONTEXT</b></p>	<p><b>Bulk Infrastructure and Social Facilities</b></p> <p>Provide a strategic analysis of the short to medium term issues facing the PHSDA in terms of environmental sensitivities, high potential agricultural land and other environmental considerations as applicable to the context namely air quality management, climate change and renewables.</p> <p>Describe the Ecological Governance approach for the PHSDA</p>	<p>Ecological Infrastructure Chapter with relevant reference maps, photographs and diagrams</p>	
---	--	---	--

## SITUATIONAL ANALYSIS

<p><b>KEY DEVELOPMENT ISSUES &amp; SPATIAL IMPLICATIONS ("WHAT IS")</b></p>	<p>Synthesise the previous chapters into key issues and identify the defining characteristics of the PSHDA in terms of 3-4 central "themes" (e.g. human settlement, agriculture, tourism/ destinations etc).</p>	<p>Synthesis conclusion chapter</p>	<p>1-page summary – distillation of the key issues into themes Synthesis map of the key issues in a simplified conceptual diagrammatic format</p>
<p><b>PRECEDENT ("WHAT COULD BE")</b></p>	<p>Provide some precedent and best practice examples which illustrates how these themes have been addressed elsewhere in a manner that is relevant to the context of the PSHDA area.</p>	<p>Precedent images integrated with the identified themes from above.</p>	<p>Illustrated examples of how these issues have been solved elsewhere in the form of photos and maps</p>
<p><b>SUMMARY OF CURRENT AND PLANNED DEVELOPMENT INITIATIVES</b></p>	<p>Provide a list of current and planned development initiatives and funding commitments for Environmental Management; Movement Network/Transport;</p>	<p>Provide details of name, (including coordinates), description; timeframe; development of cost; source of funding; value of funding; funding requirements</p>	<p>An excel spreadsheet</p>

	<p>Economic Development; Community/Social Facilities; Housing Projects; Engineering Services; Land Availability; Ownership/Restitution</p>		
--	--	--	--

**HUMAN SETTLEMENT DEVELOPMENT CONCEPT**

<p><b>FINAL VISION STATEMENT</b></p>	<p>Revisit and finalise the spatial future aspired to through updating the draft spatial vision based on the key issues identified and the spatial themes.</p>	<p>Final Vision Statement</p>	<p>1 paragraph statement – clear simple language</p>
<p><b>HUMAN SETTLEMENT AND HOUSING DEVELOPMENT CONCEPT</b></p>	<p>Develop a diagrammatic spatial development concept that visually spatialises and illustrates the final vision and presents a proposed spatial response to the 3-4 themes identified.</p>	<p>Concept diagram</p>	<p>and Clear, simple diagram and 1 page supporting statement</p>

<p><b>SPATIAL STRATEGIES</b></p>	<p>Articulate how the spatial concept is to be achieved through a translation of the concept into a strategic spatial response strategy for the PHSHDA. This response must indicate how the concept translates into spatial strategies for each of the main themes identified. These comprise the main overarching elements of the Development Plan.</p>	<p>1 map per theme with clear legend and 1 page summary of the key proposals for each Strategy (The strategy diagrams should be in the same format, to the same scale and in the same graphic language as the issues diagrams so that they can be related to one another)</p>
<p><b>COMPOSITE DEVELOPMENT PLAN</b></p>	<p>Synthesise the elements of the Development Plan (themes and their strategies) into a coherent plan for the PHSHDA</p>	<p>Short and concise text, with map combining the strategy maps for each theme</p>
<p><b>IMPLEMENTATION PLAN</b></p>		

<p><b>GUIDELINES AND PROPOSED INSTITUTIONAL ARRANGEMENTS</b></p>	<p>Develop a set of required guidelines that are relevant to the achievement of the strategies through. These guidelines must provide an explanation of how the themes making up the Development Plan should be implemented. These can include policy guidelines for built form, land use, landscape, density and so forth as relevant to the specific themes. The Guidelines must also include the proposed institutional and governance arrangements for the PHSDA</p>	<p>Suite of required guidelines</p>	<p>3- 5 pages of guidelines in the form of diagrams and explanatory text. These may include sections and detailed spatial guidelines for each theme</p>
<p><b>FOCUS AREA PLANS</b></p>	<p>Identify and develop detailed proposals of focus areas for implementation within the overall Development Plan. Depending on the size of the precinct 4-8 focus</p>	<p>Focus Area maps</p>	<p>More detailed urban design concepts for each focus area that identifies the preferred land uses and required projects for local implementation.</p>

<p><b>IMPLEMENTATION MATRIXES</b></p>	<p>areas should be selected for more detailed urban design.</p>	
	<p>Specify the preconditions and requirements for implementation of the focus areas through summarising the key information for each implementation project. This information should include: Project description; Preconditions or implementation; Timeframes; Project owner (relevant department, sphere of government, private sector entity); Implementing agent (if not the project owner); Approximate budget; Possible Funding sources.</p>	<p>This matrix should take the form of a table. Sub-projects should be numbered and indicated on the focus area urban design concepts and cross referenced to the matrix.</p>





### Application for a Tax Clearance Certificate

**Purpose**

Select the applicable option ..... Tenders  Good standing

If "Good standing", please state the purpose of this application


**Particulars of applicant**

Name/Legal name (Initials & Surname or registered name)			
Trading name (if applicable)			
ID/Passport no		Company/Close Corp. registered no	
Income Tax ref no		PAYE ref no	7
VAT registration no	4	SDL ref no	L
Customs code		UIF ref no	U
Telephone no		Fax no	
E-mail address			
Physical address			
Postal address			

**Particulars of representative (Public Officer/Trustee/Partner)**

Surname			
First names			
ID/Passport no		Income Tax ref no	
Telephone no		Fax no	
E-mail address			
Physical address			

**Particulars of tender (If applicable)**

Tender number

Estimated Tender amount R ,

Expected duration of the tender  year(s)

**Particulars of the 3 largest contracts previously awarded**

Date started	Date finalised	Principal	Contact person	Telephone number	Amount

**Audit**

Are you currently aware of any Audit Investigation against you/the company?  YES  NO

If "YES" provide details

**Appointment of representative/agent (Power of Attorney)**

I the undersigned confirm that I require a Tax Clearance Certificate in respect of  Tenders or  Goodstanding.

I hereby authorise and instruct  to apply to and receive from SARS the applicable Tax Clearance Certificate on my/our behalf.

--

Signature of representative/agent Date

Name of representative/agent

**Declaration**

I declare that the information furnished in this application as well as any supporting documents is true and correct in every respect.

--

Signature of applicant/Public Officer Date

Name of applicant/Public Officer

**Notes:**

1. It is a serious offence to make a false declaration.
2. Section 75 of the Income Tax Act, 1962, states: Any person who
  - (a) fails or neglects to furnish, file or submit any return or document as and when required by or under this Act; or
  - (b) without just cause shown by him, refuses or neglects to-
    - (i) furnish, produce or make available any information, documents or things;
    - (ii) reply to or answer truly and fully, any questions put to him ...As and when required in terms of this Act ... shall be guilty of an offence ...
3. SARS will, under no circumstances, issue a Tax Clearance Certificate unless this form is completed in full.
4. Your Tax Clearance Certificate will only be issued on presentation of your South African Identity Document or Passport (Foreigners only) as applicable.

**PRICING SCHEDULE**  
(Professional Services)

NAME OF BIDDER: .....	BID NO.: HDA/KZN/2020/001
CLOSING TIME 11:00	CLOSING DATE: 25 MAY 2021

OFFER TO BE VALID FOR 90 DAYS FROM THE CLOSING DATE OF BID.

ITEM NO	DESCRIPTION	BID PRICE IN RSA CURRENCY **(ALL APPLICABLE TAXES INCLUDED)	
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 airtravel, 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.....
	.....	.....	R.....
	.....	.....	R.....
	.....	.....	R.....
		TOTAL: R.....	

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

Name of Bidder: .....

5.2 Other expenses, for example accommodation (specify, eg. 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 –

Department: Supply Chain Management

Contact Person: Ms. Pfarelo Netshisaulu

Tel: 011 544 1000

Or for technical information –

Department: KZN

Contact Person:

Tel: 011 544 1000

## DECLARATION OF INTEREST

1. Any legal person, including persons employed by the state<sup>1</sup>, or persons having a kinship with persons employed by the state, including a blood relationship, may make an offer or offers in terms of this invitation to bid (includes a price quotation, advertised competitive bid, limited bid or proposal). In view of possible allegations of favouritism, should the resulting bid, or part thereof, be awarded to persons employed by the state, or to persons connected with or related to them, it is required that the bidder or his/her authorised representative declare his/her position in relation to the evaluating/adjudicating authority where-
  - the bidder is employed by the state; and/or
  - the legal person on whose behalf the bidding document is signed, has a relationship with persons/a person who are/is involved in the evaluation and or adjudication of the bid(s), or where it is known that such a relationship exists between the person or persons for or on whose behalf the declarant acts and persons who are involved with the evaluation and or adjudication of the bid.
2. **In order to give effect to the above, the following questionnaire must be completed and submitted with the bid.**
  - 2.1 Full Name of bidder or his or her representative: .....
  - 2.2 Identity Number: .....
  - 2.3 Position occupied in the Company (director, trustee, shareholder<sup>2</sup>): .....
  - 2.4 Company Registration Number: .....
  - 2.5 Tax Reference Number: .....
  - 2.6 VAT Registration Number: .....
  - 2.6.1 The names of all directors / trustees / shareholders / members, their individual identity numbers, tax reference numbers and, if applicable, employee / persal numbers must be indicated in paragraph 3 below.

<sup>1</sup>"State" means –

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

<sup>2</sup>"Shareholder" means a person who owns shares in the company and is actively involved in the management of the enterprise or business and exercises control over the enterprise.

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

2.7.1 If so, furnish the following particulars:

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

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

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

Any other particulars:

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

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

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

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

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

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

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

2.8.1 If so, furnish particulars:

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

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

2.9.1 If so, furnish particulars.

.....



**4 DECLARATION**

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

CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 2 and 3 ABOVE IS CORRECT.  
I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF  
PARAGRAPH 23 OF THE GENERAL CONDITIONS OF CONTRACT SHOULD THIS DECLARATION  
PROVE TO BE FALSE.

.....  
Signature

.....  
Date

.....  
Position

.....  
Name of bidder

May 2011



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

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

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

**1. GENERAL CONDITIONS**

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

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

1.2

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

1.3 Points for this bid shall be awarded for:

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

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

	POINTS
PRICE	
B-BBEE STATUS LEVEL OF CONTRIBUTOR	
<b>Total points for Price and B-BBEE must not exceed</b>	<b>100</b>

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

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

**2. DEFINITIONS**

- (a) "B-BBEE" means broad-based black economic empowerment as defined in section 1 of the Broad-Based Black Economic Empowerment Act;
- (b) "B-BBEE status level of contributor" means the B-BBEE status of an entity in

terms of a code of good practice on black economic empowerment, issued in terms of section 9(1) of the Broad-Based Black Economic Empowerment Act;

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

### 3. POINTS AWARDED FOR PRICE

#### 3.1 THE 80/20 PREFERENCE POINT SYSTEMS

A maximum of 80 points is allocated for price on the following basis:  
80/20

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

Where

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

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

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

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

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

**5. BID DECLARATION**

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

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

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

**7. SUB-CONTRACTING**

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

(Tick applicable box)

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

7.1.1 If yes, indicate:

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

(Tick applicable box)

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

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

Designated Group: An EME or QSE which is at last 51% owned by:	EME √	QSE √
Black people	<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Black people who are youth	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are women	<input type="checkbox"/>	<input type="checkbox"/>
Black people with disabilities	<input type="checkbox"/>	<input type="checkbox"/>
Black people living in rural or underdeveloped areas or townships	<input type="checkbox"/>	<input type="checkbox"/>
Cooperative owned by black people	<input type="checkbox"/>	<input type="checkbox"/>
Black people who are military veterans	<input type="checkbox"/>	<input type="checkbox"/>
<b>OR</b>		
Any EME	<input type="checkbox"/>	<input type="checkbox"/>
Any QSE	<input type="checkbox"/>	<input type="checkbox"/>

**8. DECLARATION WITH REGARD TO COMPANY/FIRM**

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

8.2 VAT \_\_\_\_\_ registration  
number:.....

8.3 Company \_\_\_\_\_ registration  
number:.....

**8.4 TYPE OF COMPANY/ FIRM**

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

[TICK APPLICABLE BOX]

**8.5 DESCRIBE PRINCIPAL BUSINESS ACTIVITIES**

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

**8.6 COMPANY CLASSIFICATION**

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

[TICK APPLICABLE BOX]

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

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as  
indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in  
paragraphs 1.4 and 6.1, the contractor may be required to furnish documentary  
proof to the satisfaction of the purchaser that the claims are correct;
- iv) If the B-BBEE status level of contributor has been claimed or obtained on a  
fraudulent basis or any of the conditions of contract have not been fulfilled, the  
purchaser may, in addition to any other remedy it may have –

- (a) disqualify the person from the bidding process;

- (b) recover costs, losses or damages it has incurred or suffered as a result of that person's conduct;
- (c) cancel the contract and claim any damages which it has suffered as a result of having to make less favourable arrangements due to such cancellation;
- (d) recommend that the bidder or contractor, its shareholders and directors, or only the shareholders and directors who acted on a fraudulent basis, be restricted by the National Treasury from obtaining business from any organ of state for a period not exceeding 10 years, after the *audi alteram partem* (hear the other side) rule has been applied; and
- (e) forward the matter for criminal prosecution.

**WITNESSES**

1. ....

2. ....

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

**DATE:** .....

**ADDRESS** .....

.....

## CONTRACT FORM - RENDERING OF SERVICES

**THIS FORM MUST BE FILLED IN DUPLICATE BY BOTH THE SERVICE PROVIDER (PART 1) AND THE PURCHASER (PART 2). BOTH FORMS MUST BE SIGNED IN THE ORIGINAL SO THAT THE SERVICE PROVIDER AND THE PURCHASER WOULD BE IN POSSESSION OF ORIGINALLY SIGNED CONTRACTS FOR THEIR RESPECTIVE RECORDS.**

### PART 1 (TO BE FILLED IN BY THE SERVICE PROVIDER)

1. I hereby undertake to render services described in the attached bidding documents to (name of the institution)..... in accordance with the requirements and task directives / proposals specifications stipulated in Bid Number..... at the price/s quoted. My offer/s remain binding upon me and open for acceptance by the Purchaser during the validity period indicated and calculated from the closing date of the bid.
  
2. The following documents shall be deemed to form and be read and construed as part of this agreement:
  - (i) Bidding documents, viz
    - Invitation to bid;
    - Tax clearance certificate;
    - Pricing schedule(s);
    - Filled in task directive/proposal;
    - Preference claims for Broad Based Black Economic Empowerment Status Level of Contribution in terms of the Preferential Procurement Regulations 2011;
    - Declaration of interest;
    - Declaration of bidder's past SCM practices;
    - Certificate of Independent Bid Determination;
    - Special Conditions of Contract;
  - (ii) General Conditions of Contract; and
  - (iii) Other (specify)
  
3. I confirm that I have satisfied myself as to the correctness and validity of my bid; that the price(s) and rate(s) quoted cover all the services specified in the bidding documents; that the price(s) and rate(s) cover all my obligations and I accept that any mistakes regarding price(s) and rate(s) and calculations will be at my own risk.
  
4. I accept full responsibility for the proper execution and fulfilment of all obligations and conditions devolving on me under this agreement as the principal liable for the due fulfilment of this contract.
  
5. I declare that I have no participation in any collusive practices with any bidder or any other person regarding this or any other bid.
  
6. I confirm that I am duly authorised to sign this contract.

NAME (PRINT) .....

CAPACITY .....

SIGNATURE .....

NAME OF FIRM .....

DATE .....

WITNESSES	
1	.....
2	.....
DATE: .....	

**CONTRACT FORM - RENDERING OF SERVICES**

**PART 2 (TO BE FILLED IN BY THE PURCHASER)**

1. I ..... in my capacity as ..... accept your bid under reference number ..... dated ..... for the rendering of services indicated hereunder and/or further specified in the annexure(s).
2. An official order indicating service delivery instructions is forthcoming.
3. I undertake to make payment for the services rendered in accordance with the terms and conditions of the contract, within 30 (thirty) days after receipt of an invoice.

DESCRIPTION OF SERVICE	PRICE (ALL APPLICABLE TAXES INCLUDED)	COMPLETION DATE	B-BBEE STATUS LEVEL OF CONTRIBUTION	MINIMUM THRESHOLD FOR LOCAL PRODUCTION AND CONTENT (if applicable)

4. I confirm that I am duly authorised to sign this contract.

SIGNED AT ..... ON .....

NAME (PRINT) .....

SIGNATURE .....

OFFICIAL STAMP

WITNESSES

1 .....

2 .....

DATE: .....





**DECLARATION OF BIDDER'S PAST SUPPLY CHAIN MANAGEMENT PRACTICES**

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

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

4.4	Was any contract between the bidder and any organ of state terminated during the past five years on account of failure to perform on or comply with the contract?	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4.4.1	If so, furnish particulars:		

**SBD 8**

**CERTIFICATION**

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

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

.....  
**Signature**

.....  
**Date**

.....  
**Position**

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

Js365bW

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

- 1 This Standard Bidding Document (SBD) must form part of all bids<sup>1</sup> invited.
  
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).<sup>2</sup> Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
  
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
  - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
  - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
  
- 4 This SBD serves as a certificate of declaration that would be used by institutions to ensure that, when bids are considered, reasonable steps are taken to prevent any form of bid-rigging.
  
- 5 In order to give effect to the above, the attached Certificate of Bid Determination (SBD 9) must be completed and submitted with the bid:

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

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

**CERTIFICATE OF INDEPENDENT BID DETERMINATION**

I, the undersigned, in submitting the accompanying bid:

\_\_\_\_\_  
(Bid Number and Description)

in response to the invitation for the bid made by:

\_\_\_\_\_  
(Name of Institution)

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

I certify, on behalf

of: \_\_\_\_\_ that:

(Name of Bidder)

1. I have read and I understand the contents of this Certificate;
2. I understand that the accompanying bid will be disqualified if this Certificate is found not to be true and complete in every respect;
3. I am authorized by the bidder to sign this Certificate, and to submit the accompanying bid, on behalf of the bidder;
4. Each person whose signature appears on the accompanying bid has been authorized by the bidder to determine the terms of, and to sign the bid, on behalf of the bidder;
5. For the purposes of this Certificate and the accompanying bid, I understand that the word "competitor" shall include any individual or organization, other than the bidder, whether or not affiliated with the bidder, who:
  - (a) has been requested to submit a bid in response to this bid invitation;
  - (b) could potentially submit a bid in response to this bid invitation, based on their qualifications, abilities or experience; and
  - (c) provides the same goods and services as the bidder and/or is in the same line of business as the bidder

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium<sup>3</sup> will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
  - (a) prices;
  - (b) geographical area where product or service will be rendered (market allocation)
  - (c) methods, factors or formulas used to calculate prices;
  - (d) the intention or decision to submit or not to submit, a bid;
  - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
  - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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

.....

.....

Signature

Date

.....

.....

Position

Name of Bidder

Js914w 2

**THE NATIONAL TREASURY**

**Republic of South Africa**



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**GOVERNMENT PROCUREMENT:  
GENERAL CONDITIONS OF CONTRACT**

**July 2010**

**GOVERNMENT PROCUREMENT**  
**GENERAL CONDITIONS OF CONTRACT**  
**July 2010**

**NOTES**

The purpose of this document is to:

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

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

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



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## **General Conditions of Contract**

### **1. Definitions**

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

RSA.

- 1.12 "Force majeure" means an event beyond the control of the supplier and not involving the supplier's fault or negligence and not foreseeable. Such events may include, but is not restricted to, acts of the purchaser in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
- 1.13 "Fraudulent practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of any bidder, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid prices at artificial non-competitive levels and to deprive the bidder of the benefits of free and open competition.
- 1.14 "GCC" means the General Conditions of Contract.
- 1.15 "Goods" means all of the equipment, machinery, and/or other materials that the supplier is required to supply to the purchaser under the contract.
- 1.16 "Imported content" means that portion of the bidding price represented by the cost of components, parts or materials which have been or are still to be imported (whether by the supplier or his subcontractors) and which costs are inclusive of the costs abroad, plus freight and other direct importation costs such as landing costs, dock dues, import duty, sales duty or other similar tax or duty at the South African place of entry as well as transportation and handling charges to the factory in the Republic where the supplies covered by the bid will be manufactured.
- 1.17 "Local content" means that portion of the bidding price which is not included in the imported content provided that local manufacture does take place.
- 1.18 "Manufacture" means the production of products in a factory using labour, materials, components and machinery and includes other related value-adding activities.
- 1.19 "Order" means an official written order issued for the supply of goods or works or the rendering of a service.
- 1.20 "Project site," where applicable, means the place indicated in bidding documents.
- 1.21 "Purchaser" means the organization purchasing the goods.
- 1.22 "Republic" means the Republic of South Africa.
- 1.23 "SCC" means the Special Conditions of Contract.
- 1.24 "Services" means those functional services ancillary to the supply of the goods, such as transportation and any other incidental services, such as installation, commissioning, provision of technical assistance, training, catering, gardening, security, maintenance and other such

obligations of the supplier covered under the contract.

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

**2. Application**

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

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

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

**3. General**

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

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