



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



TERMS OF REFERENCE

**APPOINTMENT OF A SERVICE PROVIDER TO ASSIST THE
HOUSING DEVELOPMENT AGENCY TO DEVELOP A DRAFT
ANNUAL PERFORMANCE PLAN 2022/23 FY AND THE REVISED
DRAFT STRATEGIC PLAN FOR 2022/23- 2025/26 FY**

RFP/JHB/2021/012

**PROPOSALS TO BE SUBMITTED BY
NOT LATER THAN
12H00 ON 12 OCTOBER 2021**



Documents in this Bid Pack

Bidders must ensure that they receive all the pages in this document, which include the following:

SECTION A

1. Background
2. Functions of the HDA
3. Purpose of the Project
4. Scope of Work
5. Deliverables
6. Skills, knowledge and experience required
7. General provisions and requirements
 - 7.1 Duration of Contract
 - 7.2 The Proposal
8. Evaluation Criteria

SECTION B

9. General conditions and instructions
10. Terms and conditions



SECTION A

1. Background

The Housing Development Agency (HDA) is a national public sector development agency that acquires and prepares land as well as develop the land and project manage the development of housing and human settlements. We carry out our activities in partnership with a range of stakeholders including national, provincial and local government and municipalities, as well as with communities, developers, financiers and other affected parties. Established in 2009, the Agency is established by an Act of Parliament in 2008 and is accountable through its board to the Minister of Human Settlements.

The objects of the Agency are to;

- (a) Identify, acquire, hold, develop and release state, communal and privately owned land for residential and community purposes and for the creation of sustainable human settlement;
- (b) Project manage housing development services for the purposes of the creation of sustainable human settlements;
- (c) Ensure and monitor that there is centrally coordinated planning and budgeting of all infrastructure required for housing development; and
- (d) Monitor the provision of all Infrastructure required for housing development

2. Functions of the HDA

Section 7 (1) of the HDA Act outlines the HDA's functions. It stipulates inter alia that the HDA must:

- (a) Develop a development plan to be approved by the Minister in consultation with the relevant authorities in the provinces and municipalities
- (b) Develop strategic plans with regard to the identification and acquisition of state, privately and communally owned land that is suitable for residential and community development
- (c) Enhance the capacity of organs of state, including skills transfer, to enable them to meet the demand for housing delivery
- (d) Ensure that there is collaboration and intergovernmental and integrated alignment for housing development services



- (e) Assist organs of state with the upgrading of informal settlements
- (f) Assist organs of state in respect of emergency housing solutions

The HDA carries out its activities in partnership with a range of stakeholders including national, provincial and local government and municipalities, as well as with communities, developers, financiers and other affected parties. It performs the following key functions:

- Project Conceptualisation, Planning and Design,
- Land Acquisition, Assembly, Rezoning and Approvals,
- Project Packaging and Capital Raising,
- Project Implementation and Procurement inclusive of strategic IGR and private sector partnerships,
- Monitoring, evaluating, reporting and accounting, and
- Property Management

3. Purpose of this Project

The APP is developed on the basis of templates and formats prescribed by the Department of Performance Monitoring and Evaluation. It, in general, reflects the HDA's performance plan for a particular financial year, setting out amongst others:

- the policy and legislative landscape within which the HDA operates;
- the political and social environment within which the HDA operates;
- the challenges that usually impact on performance;
- the policy priorities for a particular period, which the HDA is obliged to focus on;
- the programmes through which the policy priorities will be implemented;
- the objectives of each programme;
- the targets set for each programme per quarter;
- the performance indicators for each programme;
- the organisational structure;
- the relationship with stakeholders; and
- the key drivers for performance in each program etc

4. Scope of Work

The scope of work shall include:

- Facilitate the Strategic Planning Session including all the planning prior to the Strategic Planning Session
- Develop a Draft Annual Performance Plan (APP)2022/23
- Develop a Revised Draft Strategic Plan (SP) 2022/23- 2025/26
- Develop a Final APP
- Develop a Final SP
- Adjustments in the APP for 2021/22 FY taking into account Q1 Performance
- Aligning all programmes with the MTSF priorities set out for the DHS;
- Ensure that the APP and SP are developed in line with published National Treasury and DPME requirements
- Attend to any other matter necessary to achieve finalisation of the APP

5. Deliverables

- 5.1 Draft Annual Performance Plan (APP) 2022/23 line with applicable prescripts
- 5.2 Draft revised Strategic Plan (SP)2022-2026
- 5.3 Final APP 2022/23
- 5.4 Final SP 2022/2026
- 5.5 Adjusted APP 2021/2022 FY taking into account Q1 & Q2 Performance Report
- 5.6 Operational Plan 2022/23

6. Skills, knowledge and experience required

The HDA needs to be satisfied that the service provider selected has the necessary experience to undertake this assignment. Thus, service provider should have the following credentials:

- Experience in strategic planning within the public sector
- Experience in drafting APPs within the public sector
- Project management experience

- Experience in providing strategic advice to clients within the human settlements sector
- An understanding of public policy, specifically policies that affect the mandate of the HDA

7. General Provisions and Requirements

7.1. Duration of Contract

The duration of the contract is for (3) months from the date of appointment.

7.2. The Proposal

The proposal of Service Provider must include:

- I. The proposed methodology and approach which would be used in the completion of this task.
- II. A High-level Project Plan indicating project phases (if any), indicating milestones, time-frames and budget.
- III. Names and abbreviated Curriculum Vitae (CV's) of the consultants assigned to the project indicating the knowledge, skills and experience required as reflected in Section 6 above.
- IV. A summary list of similar previous projects undertaken.
- V. The professional fees for the entire project- fees should be linked with rates gazetted by the Department of Public Service and Administration;
- VI. The service provider's expertise based on the projects that the service provider has previously undertaken;
- VII. Dependencies or the aspects of the project that the service provider would rely on the HDA to provide support.
- VIII. An explanation of how skills will be transferred to HDA staff.

Additional documentation outlined below should be included in the proposal;

- a. **Annexure One:** A Company Profile
- b. **Annexure Two:** Three reference letters of previous clients that the service provider has worked with.



8. Evaluation Criteria

A Two-phase approach will be used for the evaluation of proposals received as follows:

Phase One evaluation: Proposals will first be evaluated on their technical ability to perform the task as per the technical response/proposal.

Any proposals scoring below 70% of the points noted in the table below will be disqualified for the second evaluation.

Phase Two evaluation: The second evaluation of technically competent proposals that passed the phase one evaluation will be evaluated against Price and B-BBEE using an 80/20 Price/B-BBEE formula. The HDI proposal will be evaluated as per PPPFA regulations.

Table 1: technical evaluation criteria

PHASE ONE EVALUATION CRITERIA		
CRITERIA	RATING	
	WEIGHTING/ POINTS	
Lead Company profile (Attach Organogram)	Company profile (s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company	
Related work experience	5 reference letters and or appointment letters for the company signed by a duly authorised official, with contact details (phone and email) as follows: 0-letter = 0 points 1-letter = 10 points 2-letters = 15 points 3-letters = 20 points 4-letters = 25 points 5 or letters = 30 points	
CVs of team members proposed to do the work	1. Project Director 1.1. Experience in role 15 points 5 years and above 15 points	

	<p>3 years 10 points 1 year 5 point</p> <p>2. Senior Consultant 2.1. Experience in role 10 points 5 years 5 points 3 years 3 points 1 year 1 point</p> <p>3. Consultant 3.1. Experience in role 5 points 5 years 5 points 3 years 3 points 1 year 1 point</p>	
Approach and methodology	<p>Demonstrates a comprehensive, detailed, and in-depth knowledge base and strategy development methods. The ability to creatively integrate the knowledge of these methods into the HDA organizational environment. The proposal should include:</p> <ul style="list-style-type: none"> • A well-defined, clearly articulated work plan • Clear allocation of resources and tasks • Project deliverables • Well-matched allocation of resources and tasks to project activities and • Clear articulation of project deliverables (20 points) 	20
Understanding of the HDA and the human settlement sector	Demonstrate and understanding of the sector and the role that the HDA plays in the Human Settlements value chain	5
Skills transfer plan to HDA staff	The proposal should include a clear plan with milestones on how skills to do this work with the transferred to HDA staff including milestones and key performance indicators	5
Total		100

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



CRITERIA	SUB-CRITERIA	WEIGHTING/ POINTS
Price	Detailed budget breakdown	80
BBBEE (Status Level Verification Certificate)	BBBEE Level Contributor	20
TOTAL		100



SECTION B

9. General Conditions and instructions

- 9.1. It is important to note that the successful bidder will work under the supervision of an HDA representative, abide by HDA's Code of Conduct, and other organisational guidelines.
- 9.2. The following documents and forms must be submitted:
- 9.2.1. CSD report.
- 9.2.2. SBD Forms (SBD4, SBD6.1, SBD8 and SBD9) obtainable from HDA Website: www.thehda.co.za/procurement. Under the compliance checklist.
- 9.2.3. Valid and Original or original Certified B-BBEE Status Level Verification Certificates issued by the following agencies SANAS, IRBA, or CCA.
- 9.3. Queries for further information regarding supply chain matters and queries can be sent via email to: pfarelo.netshisaulu@thehda.co.za and at Tel: 011 544 1000.

Proposals must be submitted by not later than **12h00 on 12 October 2021** to the following address:

**The Procurement Officer
The Housing Development Agency
Block A, 6-10 Riviera Road,
Killarney,
2193,**

Tel: 011 544 1000

- 9.4. Faxed and posted bids will not be accepted.
- 9.5. Bidders must ensure that bids are delivered timeously to the correct address. If a bid is late, it will not be accepted for consideration.

10. Terms and Conditions.

- 10.1. HDA undertakes to pay in full within thirty (30) days, all valid claims for work done to its satisfaction upon presentation of a substantiated claim/invoice.
- 10.2. No payment will be made where there is an outstanding information/work by the service provider/s.
- 10.3. A dedicated HDA account manager must be allocated with a substitute should there be a need.
- 10.4. All work undertaken must be handed over to the HDA in all available and possible formats 2 weeks before the contract ends.
- 10.5. Pricing should be valid for a period of three months after the closing date.
- 10.6. The selection of the qualifying proposal will be at the HDA's sole discretion. The HDA does not bind itself to accept any bid/proposal, and the HDA reserves the right not to appoint the service provider.

DECLARATION OF INTEREST

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

- 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, shareholder²):

2.4 Company Registration Number:

2.5 Tax Reference Number:

2.6 VAT Registration Number:

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

¹"State" means -

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

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

2.7 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 the80/20..... 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	50
B-BBEE STATUS LEVEL OF CONTRIBUTOR	50
Total points for Price and B-BBEE must not exceed	100

- 1.5 Failure on the part of a bidder to submit proof of B-BBEE Status level of contributor together with the bid, will be interpreted to mean that preference points for B-BBEE status level of contribution are not claimed.
- 1.6 The purchaser reserves the right to require of a bidder, either before a bid is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the purchaser.

2. DEFINITIONS

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

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

- (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 least 51% owned by:	EME √	QSE √
Black people		
Black people who are youth		
Black people who are women		
Black people with disabilities		
Black people living in rural or underdeveloped areas or townships		
Cooperative owned by black people		
Black people who are military veterans		
OR		
Any EME		
Any QSE		

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 fulfillment 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 numberdated.....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 ATON.....

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? (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).</p> <p>The Database of Restricted Suppliers now resides on the National Treasury's website (www.treasury.gov.za) and can be accessed by clicking on its link at the bottom of the home page.</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)? The Register for Tender Defaulters can be accessed on the National Treasury's website (www.treasury.gov.za) by clicking on its link at the bottom of the home page.</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 bids¹ invited.
- 2 Section 4 (1) (b) (iii) of the Competition Act No. 89 of 1998, as amended, prohibits an agreement between, or concerted practice by, firms, or a decision by an association of firms, if it is between parties in a horizontal relationship and if it involves collusive bidding (or bid rigging).² Collusive bidding is a *pe se* prohibition meaning that it cannot be justified under any grounds.
- 3 Treasury Regulation 16A9 prescribes that accounting officers and accounting authorities must take all reasonable steps to prevent abuse of the supply chain management system and authorizes accounting officers and accounting authorities to:
 - a. disregard the bid of any bidder if that bidder, or any of its directors have abused the institution's supply chain management system and or committed fraud or any other improper conduct in relation to such system.
 - b. cancel a contract awarded to a supplier of goods and services if the supplier committed any corrupt or fraudulent act during the bidding process or the execution of that contract.
- 4 This 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:

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

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

CERTIFICATE OF INDEPENDENT BID DETERMINATION

I, the undersigned, in submitting the accompanying bid:

(Bid Number and Description)

in response to the invitation for the bid made by:

(Name of Institution)

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

I certify, on behalf

of: _____ that:

(Name of Bidder)

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

SBD 9

6. The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However communication between partners in a joint venture or consortium³ will not be construed as collusive bidding.
7. In particular, without limiting the generality of paragraphs 6 above, there has been no consultation, communication, agreement or arrangement with any competitor regarding:
 - (a) prices;
 - (b) geographical area where product or service will be rendered (market allocation)
 - (c) methods, factors or formulas used to calculate prices;
 - (d) the intention or decision to submit or not to submit, a bid;
 - (e) the submission of a bid which does not meet the specifications and conditions of the bid; or
 - (f) bidding with the intention not to win the bid.
8. In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications and conditions or delivery particulars of the products or services to which this bid invitation relates.
9. The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.

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

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



**STANDARD TERMS AND CONDITIONS
FOR THE APPOINTMENT OF**

.....

(Hereinafter referred to as "the Service Provider")

HDA STANDARD SLA

STANDARD TERMS AND CONDITIONS

INTRODUCTION

The HDA intends to appoint, as a Service Provider to develop a draft annual performance plan 2022/23 FY and the revised draft strategic plan for 2022/23- 2025/26 FY, subject to the terms and conditions contained hereunder.

THE PARTIES AGREE AS FOLLOWS:

1. DEFINITIONS AND INTERPRETATION

Unless otherwise expressly stated, or the context otherwise requires, the words and expressions listed below shall, when used in this Agreement, including this clause, bear the meanings ascribed to them:

- 1.1. **"Agreement"** shall mean this Agreement together with all other documents specifically referred to herein, including the annexures;
- 1.2. **"Effective Date"** shall mean the date when the last Party to sign has signed the agreement;
- 1.3. **"the HDA"** shall mean the **Housing Development Agency**, a juristic entity created in terms of the Housing Development Agency Act No 23 of 2008;
- 1.4. **"Services"** shall mean to assist the Housing Development Agency to develop the Annual Performance Plan 2022/23 FY and the Strategic Plan for 2022/23- 2025/26 FY in accordance with the scope of work, listed in Annexure "A";
- 1.5. **"Service Provider"** shall mean, a Company registered in terms of the Company Act No 71 of 2008, as amended.
- 1.6. **"Parties"** shall mean the HDA and the Service Provider and the term **"Party"** shall have a corresponding meaning as and where applicable.

2. THE APPOINTMENT

- 2.1. The HDA hereby appoints the Service Provider to render the services fully described in Annexure "A".

- 2.2. The Service Provider is appointed as an Independent Service Provider and not as an agent, employer, employee or partner of the HDA. The Service Provider has no authority to hold itself out to be the agent, employer, employee, or partner of the HDA and/or to commit the HDA to any contract or obligation of any nature whatsoever.
- 2.3. Same as provided for herein, neither party shall be entitled to bind the other party to any obligation of any nature whatsoever or to incur any liability on behalf of the other party, whether in contract or otherwise.

3. DURATION

Provision of the Services shall commence on the Effective Date and endure until 30 March 2022.

4. THE HDA RESPONSIBILITIES

- 4.1. The HDA shall appoint a representative who shall be the liaison between the HDA and the Service Provider. Should the identity of the liaison change for any reason whatsoever, the HDA will advise the Service Provider in writing of such proposed change.
- 4.2. The HDA representative:
 - 4.2.1. will be authorised to provide timeous, accurate instructions and directives to the Service Provider; and
 - 4.2.2. will cooperate and assist the Service Provider, wherever feasible, in the performance of its obligations in terms of this Agreement

5. THE RESPONSIBILITIES OF THE SERVICE PROVIDER IN RESPECT OF THE SERVICES

The Service Provider shall:

- 5.1. provide and execute everything necessary for the Services in accordance with industry standards and norms and relevant regulations;
- 5.2. execute the Services accurately and timeously;
- 5.3. exercise professional skill, care and diligence in the performance of the Services;

- 5.4. attend meetings as and when required by the HDA, the cost and expenses of which shall form part of the agreed fee;
- 5.5. designate an official or individual to be its authorised representative to liaise with the HDA's representative;
- 5.6. ensure that response times or submission times in respect of the Services are adhered to in compliance with the HDA's requirements;
- 5.7. perform the Services under the supervision of the HDA's representative and abide by the HDA's code of conduct and other organisational guidelines; and

6. THE SERVICE PROVIDER'S BEE OBLIGATIONS

- 6.1. The Service Provider warrants that it, and each of its sub-contractors and/or suppliers, holds a BEE certificate evidencing the BEE score set out in the relevant request for proposals ("**BEE rating**").
- 6.2. Notwithstanding the provisions of 6.1, the Service Provider undertakes to –
 - 6.2.1. provide the HDA, for the duration of this agreement, with a copy of its BEE certificate on request, or such other date as the HDA may stipulate; and
 - 6.2.2. inform the HDA of any change in its BEE rating within 7 (seven) days of becoming aware of such change.
- 6.3. Should the Service Provider fail to provide the HDA with a current BEE certificate within 3 (three) days of being required to do so; or fail to remedy any change to its BEE rating, which results in the Service Provider not meeting the required BEE rating, the HDA will be entitled, in its sole discretion, to elect to terminate this Agreement with immediate effect or to effect reasonable amendments, as agreed to by the Parties, to the terms and conditions of the applicable Services to address such failure.

7. FEES FOR THE SERVICES AND PAYMENT TERMS

- 7.1. The total value of the contract shall be R () inclusive of VAT. The payment of the Service Provider will be done in line with the payment milestones in Annexure "B".
- 7.2. For the avoidance of doubt, the fees shall include all disbursements reasonably incurred by the Service Provider in performing the Services as set out in this Agreement.

7.3. Payment will be effected by the HDA within 30 (thirty) days of presentation of a valid tax invoice to the addresses mentioned in Annexure "C" hereto.

8. ADDITIONAL SERVICES

Should the HDA request the Service Provider to render additional services which fall outside the scope of the Services as detailed in Annexure "A". Such additional services and the remuneration in respect thereof shall be negotiated and agreed to in writing between the Parties, and which terms shall form an annexure to this Agreement. The provision of such additional services shall unless stated otherwise be subject to the same terms and conditions contained in this Agreement.

9. CHANGE OF SERVICES

9.1. Should the HDA wish to revise, amend, alter or otherwise change the nature or scope of any Services, the HDA shall issue a change request addressed to the Service Provider for its consideration.

9.2. The Service Provider will, within 7 (seven) days of receiving a change request-

9.2.1. investigate the likely impact of any proposed change on the rendering of the Services;
and

9.2.2. provide the HDA with a change note reflecting the details regarding any increase or decrease in the fee, changes in methodology, procedures, goods/services, assignment of personnel, timeframes and any other amendments that would be required to effect the change request.

9.3. The HDA will consider the change note referred to in 9.2.2 above and decide, in its sole and absolute discretion, whether it will approve or reject the change note. If a change note is accepted by the HDA, it must be signed by duly authorised representatives of the Parties and incorporated into this Agreement, as an amendment.

PERFORMANCE REVIEW

9.4. The HDA may, on the completion of each milestone set out in Annexure "B", carry out a performance review in respect of the Services rendered by the Service Provider.

9.5. The HDA will inform the Service Provider in writing should it not be satisfied with the outcome of any performance review. Such notification shall serve as a notice to the Service Provider to remedy any shortfall in performance within 14 (fourteen) days of receiving such notice. Should the Service Provider fail to remedy the shortfall in performance, the HDA will be entitled to invoke the provisions of clause 11 herein.

10. IMPOSSIBILITY

If either Party should be unable to carry out any obligations undertaken by it under this Agreement because of any strike, lock out, war, rebellion, civil riot, trade dispute, fire, accident or any other circumstances beyond the control of such Party, such obligation shall be suspended temporarily pending the settlement or cessation of the occurrence giving rise to such suspension, provided always that in all such events the Party so unable to carry out the obligations undertaken by it under this Agreement shall use every reasonable endeavour to carry out and perform same. No claim for damage or loss arising from any such suspension shall be preferred against the Party unable to carry out any obligations undertaken by it under this Agreement, by the other Party to this Agreement.

11. BREACH

If either Party ("the defaulting party") fails to comply with any of the material terms of this Agreement, the aggrieved Party shall be entitled to give the defaulting party 14 (fourteen) days written notice to remedy the breach. Should the defaulting party fail to comply, the aggrieved party shall:

- 11.1. claim specific performance, without prejudice to its rights to claim damages; or
- 11.2. terminate the Agreement with immediate effect on written notice, without prejudice to its right to claim damages; and/or
- 11.3. pursue any other remedy available to it in law.

12. INDEMNITY

The Service Provider hereby indemnifies the HDA and holds the HDA harmless against any loss or damages incurred by the Service Provider for any claim howsoever arising; for any

act, omission to act, negligence and/or gross negligence of the Service Provider in the execution of the its obligation in terms of this Agreement.

13. INTELLECTUAL PROPERTY RIGHTS

13.1. The Parties agree that the Service Provider will, from time to time, develop strategies, methods and/or systems for the HDA which may be considered intellectual property. In this instance, such intellectual property shall be and remain the sole property of the HDA, and the Service Provider shall not at any time in any way question or dispute the ownership of the HDA in and to the intellectual property and undertakes not to infringe or prejudice any rights of the HDA in and to the intellectual property.

13.2. The HDA shall become the owner of all enhancements and amendments to any of the HDA's systems developed or designed by the HDA and/or the Service Provider as a result of the execution of this Agreement or any Services, as well as any manuals, data, information, documents, programmes, reports and analysis collected, compiled, undertaken, developed or designed by the Service Provider in or as a result of the execution of this Agreement or any Services.

14. WARRANTY

14.1. The Service Provider warrants that it-

14.1.1. has the necessary qualifications, skills and expertise to provide the Services to the HDA in terms of this Agreement;

14.1.2. will comply with all relevant legislation, including without limiting the generality of the foregoing, all employment, health and safety or environmental, housing and procurement legislation of the Republic of South Africa.

15. CORPORATE GOVERNANCE

The Service Provider shall disclose in writing to the HDA, any interest or involvement in a Project with the HDA other than that identified in the Scope of Services mentioned in Annexure "A".

16. TERMINATION AND SUSPENSION

The HDA may in its absolute discretion terminate or suspend all or part of this Agreement for any reason whatsoever on 30 (thirty) days' written notice to the Service Provider which shall upon receipt of such notice, immediately suspend all work.

17. DISPUTE RESOLUTION

17.1. Any disputes arising from or in connection with this Agreement shall be finally resolved in accordance with the rules of the Arbitration Foundation of Southern Africa ("**AFSA**") by an arbitrator or arbitrators appointed by AFSA. There shall be no right of appeal as provided for in article 22 of the aforesaid rules.

17.2. Notwithstanding the above, the Parties agree that in the event of a breach of the terms of this Agreement, the aggrieved Party will be entitled to seek and obtain urgent interdictory relief in respect of such breach. To this end, the Parties agree to the jurisdiction of the High Court of South Africa, Johannesburg Local Division.

18. NOTICES AND DOMICILIA

18.1. The Parties select as their respective domicile citandi et executandi, the following physical addresses for the purposes of sending and receiving any notice provided for or required in terms of this Agreement, the said physical addresses as well as the following fax numbers:

THE HDA:

Physical: Block A, River Office Park
6-10 Riviera Road
Killarney
Johannesburg
2193

Fax number: 011 544 1007

THE SERVICE PROVIDER:

Physical:
.....
.....
.....

Email Address:

18.2. Any Party may change its domicilium to any other physical address or telefax number by written notice to the other Party to that effect. Such change will be effective 5 (five) business days after receipt of the notice of change.

18.3. All notices to be given in terms of this Agreement will be given in writing and will be delivered by hand or sent by telefax.

18.4. If delivered by hand during business hours, be presumed to have been received on the date of delivery. Any notice delivered after business hours or on the day which is not a business day will be presumed to have been received on the following business day.

18.5. If sent by telefax during business hours, be presumed to have been received on the date of successful transmission of the telefax. Any telefax sent after business hours or on a day which is not a business day will be presumed to have been received on the following business day.

18.6. Notwithstanding the above, any notice given in writing and actually received by the Party to whom the notice is addressed, will be deemed to have been properly given and received, notwithstanding that such notice has not been given in accordance with this clause.

19. GENERAL

19.1. SOLE RECORD OF AGREEMENT

This Agreement constitutes the sole record of the agreement between the Parties with regard to the subject matter hereof. No Party shall be bound by any express or implied term, representation, warranty, promise or the like not recorded herein.

19.2. NO AMENDMENTS EXCEPT IN WRITING

No addition to, variation of, or agreed cancellation of, this Agreement shall be of any force or effect unless in writing and signed by or on behalf of the Parties.

19.3. WAIVERS

No relaxation or indulgence which any Party may grant to any other shall constitute a waiver of the rights of that Party and shall not preclude that Party from exercising any rights which may have arisen in the past or which might arise in future.

19.4. SURVIVAL OF OBLIGATIONS

Any provision of this Agreement which contemplates performance or observance subsequent to any termination or expiration of this Agreement shall survive any termination or expiration of this Agreement and continue in full force and effect.

19.5. APPROVALS AND CONSENTS

Any approval or consent given by a Party under this Agreement shall only be valid if in writing and shall not relieve the other Party from responsibility for complying with the requirements of this Agreement nor shall it be construed as a waiver of any rights under this Agreement except as and to the extent otherwise expressly provided in such approval or consent, or elsewhere in this Agreement.

19.6. NON-ASSIGNMENT

The Service Provider may not cede or assign its rights or obligations in terms of this Agreement to any third party without the prior written consent of the HDA.

21. GOVERNING LAW

The law governing this Agreement, including without limitation its interpretation and all disputes arising out of this Agreement, is the law of the Republic of South Africa.

22. CONFIDENTIALITY

22.1. The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed in terms of this Agreement is the proprietary information of the HDA.

22.2. The Service Provider hereby acknowledges and agrees that the Confidential Information disclosed by the HDA, whether orally or in writing, to The Service Provider during this Agreement, in strict confidence, and shall not disclose any of the Confidential Information to any other person, firm or corporation except as expressly provided for in this Agreement, unless with the express prior written consent of the HDA in each instance. This would not apply to information which:

- 22.2.1. has been published or is otherwise available to the public through no fault on the part of The Service Provider; or
 - 22.2.2. corresponds to information received at any time by The Service Provider from a third party without breach of any obligation of confidentiality to the HDA and/or third party; or
 - 22.2.3. is demonstrated by The Service Provider to the HDA by means of other tangible evidence to have been known to The Service Provider at the time of the receipt thereof from the HDA.
- 22.3. The Service Provider shall limit the internal dissemination of the Confidential Information only to those employees of The Service Provider whose access to such Confidential Information is necessary to give effect to the intent of the Agreement. The Service Provider shall further take and cause its employees who may have access to such Confidential Information to take all appropriate so as to protect the secret and proprietary nature of such Confidential Information and to prevent unauthorised use and disclosure thereof.
- 22.4. Without intending to limit the remedies available to the HDA, should the Service Provider breach its confidentiality obligation as provided for in this Agreement, the HDA shall be entitled to obtain a restraining order, preventing The Service Provider from engaging in such conduct or such other relief as may be necessary to enforce its obligations hereunder. The HDA shall be entitled to recover all costs and/or expenses incurred from The Service Provider in any such action.
- 22.5. This clause shall survive the termination of this Agreement.

FOR THE HDA:

SIGNED at _____ on _____ 2021.

ON BEHALF OF THE HDA WHO WARRANTS
THAT HE OR SHE IS DULY
AUTHORISED HERETO

AS WITNESSES

1. _____ on _____ 2021

2. _____ on _____ 2021

FOR THE SERVICE PROVIDER:

SIGNED at _____ on _____ 2021

DIRECTOR NAME _____

ON BEHALF OF (Service Provider Company), WHO
WARRANTS THAT HE OR SHE IS DULY
AUTHORISED HERETO

AS WITNESSES

1. _____ on _____ 2021

2. _____ on _____ 2021

ANNEXURE A: SCOPE OF SERVICES

The Housing Development Agency (HDA) is a National Public Development Agency established by an Act of Parliament (Act 23 of 2008). The HDA promotes sustainable communities by making well-located land and buildings available for the development of housing and human settlements. As an organ of state, the HDA is accountable through its board to the Minister of Human Settlements.

1. SCOPE OF WORK

The scope of work shall include:

- Facilitation of the Strategic Planning Session
- Development of the Annual Performance Plan 2022/23
- Development of the Revised Strategic Plan 2022/23- 2025/26
- Adjustments in the APP for 2021/22 FY taking into account Q1 and Q2 Performance
- Aligning all programmes with the MTSF priorities set out for the DHS and Sectoral Standardisation of KPI's;
- Development of the Operational Plan for the 2022/23 FY
- Attending to any other matter necessary to achieve finalisation of the APP

2. Deliverables

- Strategic Planning Session Preparation Material
- Strategic Planning Session Report
- Draft Annual Performance Plan 2022/23 line with applicable prescripts
- Draft Revised Strategic Plan 2022-2026
- Final Annual Performance Plan
- Final Revised Strategic Plan
- Final Operational Plan
- Adjusted APP for 2021/22FY (Mid-term) informed by Q1 and Q2 Performance

ANNEXURE B

PROJECT PROGRAMME AND PAYMENT MILESTONES

The activity schedule must be completed in full and as described in the pricing instructions. Please refer to the Scope of Works when completing the schedule.

The table below outlines project phases and milestones and should be used as a guide for pricing of the project

ANNEXURE B- PROJECT PROGRAMME AND PAYMENT MILESTONES

The activity schedule must be completed in full and as described in the pricing instructions. Please refer to the Scope of Works when completing the schedule.

The table below outlines project phases and milestones and should be used as a guide for pricing of the project:

MILESTONE	BUDGET
FACILITATION OF STRATEGIC PLANNING SESSION AND REPORT	15%
DRAFT APP 2022/23 AND REVISED SP 2021/2026	15%
ADJUSTED APP 2021/22	20%
FINAL APP AND STRATEGIC PLAN	40%
OPERATIONAL PLAN 2022/23	10%

FEE STRUCTURE

The table below shall be completed by the service provider to indicate the amount for each phase as elaborated above:

ITEM	BUDGET (%)	AMOUNT
Facilitation of strategic planning session and report	15%	
Draft APP 2022/23 and Revised SP 2021/2025	15%	
Adjusted APP 2021/22	20%	
Final APP and Strategic Plan	40%	
Operational plan	10%	
Sub-Total		
Vat @ 15%		
TOTAL		

ANNEXURE C

In order to facilitate the smooth flow of invoices including payments, all invoices reflecting the relevant HDA order number to be addressed to:

The Financial Manager
P.O. Box 3209
Houghton
2041

Or hand delivered for the attention of the Financial Manager at
Block A, Riviera Office Park
6-10 Riviera Road
Killarney
Johannesburg

Or email to: invoice@thehda.co.za

ANNEXURE D: DECLARATION OF SECRECY:

I _____
(Full name)

Solemnly declare that

1. I have taken note of the provisions of the Protection of Information Act,1982 (84 of 1982) and in particular of the provisions of section 4 of the Act:
2. I understand that I shall be guilty of an offence if I reveal any information which I have at my disposal by virtue of my office and concerning which I know or should reasonably know that the security or other interests of the Republic require that it be kept secret from any person other than a person
 - to whom I may lawfully reveal it; or
 - to whom it is my duty to reveal it in the interests of the Republic; or
 - to whom I am authorised by the HDA or by an officer authorised by him to reveal it;

3.I understand that the said provisions and instructions shall apply not only during my duration of the project but also after the termination of my services with the HDA and

4.I am fully aware of the serious consequences that may follow any breach or contravention of the said provisions and instructions.

Signature : _____

Witnesses : 1. _____
2. _____

Place : _____

Date : _____