

BID NUMBER: HDA/GAU/2023/046

THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM WITHIN THE GREATER ALEXANDRA DEVELOPMENT AREA (GADA) PROGRAMME MANAGEMENT UNIT TO PROVIDE PROGRAMME MANAGEMENT SERVICES FOR THE REDEVELOPMENT OF ALEXANDRA IN LINE WITH THE GADA PLAN AND THE FIVE-YEAR PLAN THAT WAS DEVELOPED IN CONSULTATION WITH THE STAKEHOLDERS WITHIN THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE

CLOSING DATE	31 January 2024
CLOSING TIME	11:00
Compulsory briefing session	NO
BID DOCUMENTS DELIVERY ADDRESS	THE HOUSING DEVELOPMENT AGENCY Reception Area 04 Kikuyu Road Sunninghill 2157
BIDDER NAME	
BID RETURN ADDRESS	THE HOUSING DEVELOPMENT AGENCY 04 Kikuyu Road Sunninghill 2157

Disclaimer

This document is provided solely for the purpose set out in this RFP and is not intended to form any part or basis of any investment decision by Bidders. The recipient should not consider the document as an investment recommendation by the HDA or any of its advisers.

Each person to whom this document (and other later documents) is made available must make his own independent assessment of the Project after making such investigation and taking such professional advice as he/she or it deems necessary. Neither the receipt of this document or any related document by any person, nor any information contained in the documents or distributed with them or previously or subsequently communicated to any Bidder or its advisers, is to be taken as constituting the giving of an investment advice by the Housing Development Agency or its advisers.

Whilst reasonable care has been taken in preparing this RFP and other documents, they do not purport to be comprehensive or true and correct. Neither the HDA nor any of its advisers accept any liability or responsibility for the adequacy, accuracy or completeness of any of the information or opinions stated in any document.

They acquaint themselves with this RFP and take note that no representation or warranty, express or implied, is or will be given by the HDA, or any of its officers, employees, servants, agents or advisers with respect to the information or opinions contained in any document or on which any document is based. Any liability in respect of such representations or warranties, howsoever arising is hereby expressly disclaimed.

If any recipient, or its employees, advisers or agents make or offers to make any gift to any of the employees of the HDA or consultant to the HDA on the RFP either directly or through an intermediary then such recipient, Bidder will be disqualified forthwith from participating in the RFP.

Each recipient of this RFP agrees to keep confidential any information of a confidential nature which may be contained in the information provided (the "Confidential Information Provided"). The Confidential Information provided may be made available to Bidder's subcontractors, employees and professional advisers who are directly involved in the appraisal of such information (who must be made aware of the obligation of confidentiality) but shall not, either in the whole or in part, be copied, reproduced, distributed or otherwise made available to any other party in any circumstances without the prior written consent of the HDA, nor may it be used for any other purpose than that for which it is intended.

These requirements do not apply to any information, which is or becomes publicly available or is shown to have been made available (otherwise than through a breach of a confidentiality obligation). Bidders,

Key Contractors and their constituent members, agents and advisers, may be required to sign confidentiality contracts/undertakings (in such form as the HDA may require from time to time).

All Confidential Information Provided (including all copies thereof) remains the property of the HDA and must be delivered to the HDA on demand. Further, by receiving this RFP each Bidder and each of its members agrees to maintain its submission in Bid to this RFP confidential from third parties other than the HDA and its officials, officers and advisers who are required to review the same for the purpose of procurement of the RFP.

Any recipient residing outside the Republic of South Africa is urged to familiarise themselves with and to observe any regulatory requirements relevant to the proposed transaction (whether these derive from a regulatory authority within or outside the Republic of South Africa).

Any requirement set out in this RFP regarding the content of a response to the RFP is stipulated for the sole benefit of the HDA, and serves as expressly stated to the contrary, may be waived at its discretion at any stage in the procurement process.

The HDA is not committed to any course of action as a result of its issuance of this RFP and/or its receipt of a Proposal in response to it. Please note that the HDA reserves the right to:

- Modify the RFP's goods / service(s) / works and request Bidders to re-bid on any changes;
- Withdraw, amend the RFP at any time without prior notice and liability to compensate or reimburse any bidder;
- Reject any Proposal which does not conform to instructions and specifications which are detailed herein
- Disqualify Proposals submitted after the stated submission deadline;
- Call a bidder to provide additional documents which the HDA may require which have not been submitted to The HDA.
- Not necessarily accept the lowest priced Proposal or alternative bid;
- Not accept any response to the RFP or appoint a final bidder;
- Reject all proposals if it so decides;
- Withdraw the RFP on good cause shown;
- Award a contract in connection with this Proposal at any time after the RFP's closing date;
- Award a contract for only a portion of the proposed goods/ service/s/ works which are reflected in the scope of this RFP;
- The HDA may split the award of the contract between more than one Service Provider should it be more advantageous in terms of, amongst others, cost or development considerations;

- Make no award at all;
- Validate any information submitted by Bidders in response to this bid. This would include, but is not limited to, requesting the Bidders to provide supporting evidence. By submitting a bid, Bidders hereby irrevocably grant the necessary consent to the HDA to do so;
- Request annual financial statements prepared and signed off by a professional accountant or other documentation for the purposes of a due diligence exercise; and/or
- Not accept any changes or purported changes by the Bidder to the bid rates after the closing date and/or after the award of the business, unless the contract specifically provided for it.

All costs and expenses incurred by Bidders in submitting responses to this RFP shall be borne by the Bidders and the HDA shall not be liable for any costs or expenses whatsoever or any claim for reimbursement of such costs or expenses.

Should a contract be awarded on the strength of information furnished by the Bidder, which after conclusion of the contract, is proved to have been incorrect, the HDA reserves the right to cancel the contract and/or place the Bidder on the HDA's list of Restricted Suppliers.

The HDA reserves the right to negotiate market-related price with the bidder scoring the highest points or cancel the bid; if the bidder does not agree to a market related price, negotiate a market related price with the bidder scoring the second highest points or cancel the bid; if the bidder scoring the second highest points does not agree to a market related price, negotiate a market related price with the bidder scoring the third highest points or cancel the bid. If the market related price is not agreed as envisaged in this paragraph, the HDA will cancel the bid.

The HDA reserves the right to negotiations Best and Final Offer (BAFO) with selected Bidders where none of the Proposals meet RFP requirement, are affordable and demonstrate value for money and there is no clear preferred response to the RFP

Should the preferred bidder fail to sign or commence with the contract within a reasonable period after being requested to do so, the HDA reserves the right to award the business to the next ranked bidder, provided that he/she is still prepared to provide the required goods at the quoted price. Under such circumstances, the validity of the bids of the next ranked bidder(s) will be deemed to remain valid, irrespective of whether the next ranked bidder(s) were issued with a Letter of Regret. Bidders may therefore be requested to advise whether they would still be prepared to provide the required goods at their quoted price, even after they have been issued with a Letter of Regret.

The HDA will not reimburse any Bidder for any preparatory costs or other work performed in connection with its Proposal, whether or not the Bidder is awarded a contract.

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2 ACRONYMS

BBBEE	Broad Based-Black Economic Empowerment
CIDB	Construction Industry Development Board
DTiC	The Department of Trade and Industry and Competition
PPPFA	Preferential Procurement Policy Framework Act 5 of 2000 (as amended from time to time)
PFMA	Public Finance Management Act No.1 of 1999 (as amended from time to time)
The HDA	The Housing Development Agency
RFP	Request for Proposal
SANAS	South African National Accreditation System

3 INTERPRETATION

In this RFP, unless inconsistent with or otherwise indicated by the context –

- 4.1 headings have been inserted for convenience only and should not be taken into account in interpreting the RFP;
- 4.2 any reference to one gender shall include the other gender;
- 4.3 words in the singular shall include the plural and vice versa;
- 4.4 any reference to natural persons shall include legal persons and vice versa;
- 4.5 words defined in a specific clause have the same meaning in all other clauses of the RFP, unless the contrary is specifically indicated;
- 4.6 any reference to the RFP, schedule or appendix, shall be construed as including a reference to any RFP, schedule or appendix amending or substituting that RFP, schedule or appendix;
- 4.7 the schedules, appendices and Briefing Notes issued pursuant to this RFP, form an indivisible part of the RFP and together with further clarifying and amending information provided by the HDA, constitute the body of RFP documentation which must be complied with by Bidders;
- 4.8 in the event of any inconsistency between this RFP or other earlier information published with regard to the Project, the information in this RFP shall prevail; and
- 4.9 this RFP shall be governed by and applied in accordance with South African law.

4 DEFINITIONS

In this RFP and in any other project documents (as defined below) which so provides, the following words and expressions shall have the meaning assigned to them below and cognate expressions shall have a corresponding meaning, unless inconsistent with the context:

- 5.1 “Accounting Authority” means the Board of the HDA;
- 5.2 “Contract” means the Contract to be entered between the HDA and the successful Bidder for the provision of the *services* procured in this RFP.
- 5.3 “Bid” means the Bid to the RFP submitted by Bidders;
- 5.4 “Bidders Briefing Session” means the compulsory or non-compulsory briefing session to be held at the offices of the HDA or at a venue that will be arranged by the HDA, in order to brief the Bidders about this tender;
- 5.5 “Black Enterprise” means an enterprise that is at least 51% beneficially owned by Black People and in which Black People have substantial Management Control. Such beneficial ownership may be held directly or through other Black Enterprises;
- 5.6 “Black Equity” means the voting equity held by Black People from time to time;
- 5.7 “Black People” means African, Coloured, and Indian South African citizens, and “Black Person” means any such citizen ;
- 5.8 “Black Woman” means African, Coloured, and Indian South Africa Female citizen;
- 5.9 “Briefing Note” means any correspondence to Bidders issued by the HDA;
- 5.10 “Business Day” means any day except a Saturday, Sunday or public holiday in South Africa;
- 5.11 “Bidders” means individuals, organisations or consortia that have been submitted responses to the RFP in respect of the tender;
- 5.12 “Consortium” means any group of persons or firms jointly submitting a Bid as Bid to this RFP and “Consortia” means more than one Consortium;
- 5.13 “Contractor” the successful Bidders who has signed a Contract with the HDA in terms of this RFP.
- 5.14 “Closing Date” means the closing date for submission of bids
- 5.15 “Project” means this project for **The Appointment of Professional Resource Team within the Greater Alexandra Development Area (GADA) Programme Management Unit to Provide Programme Management Services for The Redevelopment of Alexandra in line with the GADA Plan and the Five-Year Plan that was Developed in Consultation with the Stakeholders within The City Of Johannesburg Metropolitan Municipality in Gauteng Province.**
- 5.16 “RFP” means the Request for Proposals issued by the HDA for this tender; and
- 5.17 “Scope of Work” means the scope of work for this project as detailed out in the RFP technical specifications.

SECTION 1

NOTICE TO BIDDERS

1 INVITATION TO BID

You are hereby invited to submit a bid to meet the requirements of the Housing Development Agency. Responses to this RFP [hereinafter referred to as a **Bid** or a **Proposal**] are requested from persons, companies, close corporations, or enterprises [hereinafter referred to as an **entity, Bidder**].

BID DESCRIPTION	The appointment of Professional Resource Team within the Greater Alexandra Development Area (GADA) Programme Management Unit to Provide Programme Management Services for the Redevelopment of Alexandra in line with the GADA Plan and the Five-Year Plan that was developed in Consultation with the Stakeholders within The City of Johannesburg Metropolitan Municipality in Gauteng Province.
BID ADVERT	This RFP may be downloaded directly from National Treasury's e-Tender Publication Portal at www.etenders.gov.za or the HDA website at www.thehda.co.za/procurement/currenttenders free of charge. With effect from 14 December 2023
ISSUE DATE	14 December 2023
COMPULSORY BRIEFING SESSION	No
CLOSING DATE	11H00am on 31 January 2024 Bidders must ensure that bids are delivered timeously to the correct address. As a general rule, if a bid is late or delivered to the incorrect address, it will not be accepted for consideration.
VALIDITY PERIOD	120 Business Days from Closing Date Bidders are to note that they may be requested to extend the validity period of their bid, at the same terms and conditions, if the internal evaluation process has not been finalised within the validity period.

CLOSING DATE FOR QUESTIONS	22 January 2024
CLOSING DATE FOR RESPONSES	25 January 2024
CONTACT PERSON	Jerry Makofane and Mxolisi Zondo

2. PROPOSAL SUBMISSION OF RFP RESPONSE

Proposal Responses must be submitted to the HDA in a sealed envelope/package addressed as follows:

Attention: SCM Office

RFP No:	HDA/GAU/2023/046
Description of Bid	The appointment of Professional Resource Team within the Greater Alexandra Development Area (GADA) Programme Management Unit to Provide Programme Management Services for the Redevelopment of Alexandra in line with the GADA Plan and the Five-Year Plan that was developed in Consultation with the Stakeholders within The City of Johannesburg Metropolitan Municipality in Gauteng Province.
Closing date and time:	31 January 2024 at 11h00
Closing address	Housing Development Agency Head Office, 4 Kikuyu Road, Sunninghill

3. DELIVERY INSTRUCTION FOR RFP

Delivery of Bid

The Bid envelopes/packages must be deposited in the HDA tender box which is located at the HDA and must be addressed as follows:

The Housing Development Agency
4 Kikuyu Road
Sunninghill

4. SPECIFIC GOALS

As explained in more detail in the attached SBD 6.1 (Specific Goals Preference Points Claim Form) and as prescribed in terms of the Preferential Procurement Policy Framework Act (PPPFA), Act 5 of 2000 and its Regulations, Bidders are to note that the HDA will award “Specific Goals points” to companies who provide valid proof of their status as requested in the bid document.

4.2. SPECIFIC GOALS FOR JOINT VENTURES OR CONSORTIUMS

Bidders who would wish to respond to this RFP as a Joint Venture [JV] or consortium, must state their intention to do so in their RFP submission. Such Bidders must also submit a signed JV or consortium agreement between the parties clearly stating the percentage [%] split of business and the associated responsibilities of each party.

Bidders are to note the requirements for specific goals compliance of JVs or consortiums as required by SBD 6.1 [the specific goals Preference Point Claim Form] and submit it together with proof of their consolidated specific goals as stipulated in the Claim Form in order to obtain preference points.

5. COMMUNICATION

For specific queries relating to this RFP during the RFP process, bidders are required to adhere strictly to the communication structure requirements. Queries should be submitted to Jerry.Makofane@thehda.co.za or Mxolisi.Zondo@thehda.co.za before **16h30pm on 22 January 2024**

5.2. In the interest of fairness and transparency the HDA's response to such a query will be made available to the Bidders on the National Treasury E-Tender portal and the HDA's Website.

5.3. After the closing date of the RFP, a Bidder may only communicate in writing with the SCM Official, at Jerry.Makofane@thehda.co.za or Mxolisi.Zondo@thehda.co.za any matter relating to its RFP Proposal.

5.4. Bidders are to note that changes to its submission will not be considered after the closing date.

5.5. Bidders are warned that a response will be liable for disqualification should any attempt be made by a Bidder either directly or indirectly to canvass any officer(s) or employee of the HDA in respect of this RFP between the closing date and the date of the award of the business. Furthermore, Bidders found to be in collusion with one another will automatically be disqualified and restricted from doing business with the HDA in future.

6. CONFIDENTIALITY

6.2. The HDA shall ensure all information related to this RFP is to be treated with strict confidence. In this regard Bidder / Bidders are required to certify that they have acquainted themselves with the Non-Disclosure Agreement. All information related to a subsequent contract, both during and after completion thereof, will be treated with strict confidence. Should the need however arise to divulge

any information gleaned from provision of the Services , which is either directly or indirectly related to the HDA's business, written approval to divulge such information must be obtained from the HDA.

6.3. Bidders must clearly indicate whether any information submitted or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing, the HDA shall deem the response to the RFP to have waived any right to confidentiality and treat such information as public in nature.

7. INSTRUCTIONS FOR COMPLETING THE RFP

7.2. All responses to the RFP must be submitted in two sealed envelopes/boxes; the first envelop/box shall have the technical, compliance and specific goals response and the second envelop/box shall only have the financial response. Bidders must ensure that they do not indicate any financial information in the first envelop/box. the HDA may disqualify Bidders who fail to adhere to this requirement.

7.3. Bidders are required to package their response/Bid as follows to avoid disqualification:

Volume 1 (Envelop 1/Package 1)

- **Part A:** Compliance Response
- **Part B:** Technical or Functional Response (response to scope of work)

Volume 2 (Envelop 2/ Package 2)

- **Part C:** Financial Proposal and specific goals (SBD6.1)

Volume 2 Has to be submitted in a separate sealed envelope. Bidders must make their pricing offer in envelop 2/package 2, **NO PRICING AND PRICING RELATED INFORMATION SHOULD BE INCLUDED IN THE VOLUME 1 ENVELOP 1.**

- 7.4. Bidders must submit 1 original response, and electronic version which must be contained in USB clearly marked in the Bidders name.
- 7.5. Bidders must ensure that their response to the RFP is in accordance with the structure of this document.
- 7.6. Where Bidders are required to sign forms they are required to do so using a black ink pen.
- 7.7. Any documents forming part of the original responses to RFP but which are not original in nature, must be certified as a true copy by a Commissioner of Oaths.

- 7.8. Each response to RFP must be in English and submitted in A4 format, except other graphic illustrations, which may not exceed A3 format, unless the contrary is specifically allowed for in this RFP. Responses to RFP must be neatly and functionally bound, preferably according to their different sections.
- 7.9. The original responses to RFP must be signed by a person duly authorized by each consortium member and Subcontractor to sign on their behalf, which authorization must form part of the responses to RFP as proof of authorization. By signing the responses to RFP the signatory warrants that all information supplied by it in its responses to RFP is true and correct and that the responses to RFP and each party whom the responses to RFP signatory represents, considers themselves subject to and bound by the terms and conditions of this RFP.
- 7.10. The responses to RFP formulation must be clear and concise and follow a clear methodology which responses to RFP must explain upfront in a concise Executive Summary and follow throughout the responses to RFP.
- 7.11. Responses to RFP must provide sufficient information and detail in order to enable the HDA to evaluate the responses to RFP, but should not provide unnecessary detail which does not add value and detracts from the ability of the HDA to effectively evaluate and understand the responses to RFP. The use of numbered headings, bullet points, sections, appendices and schedules are encouraged.
- 7.12. Information submitted as part of a responses to RFP must as far as possible, be ordered according to the order of the required information requested by the HDA. All pages must be consecutively numbered.
- 7.13. Responses to RFP must ensure that each requirement contained in the RFP is succinctly addressed. Responses to RFP should as far as possible use the terms and definitions applied in this RFP and should clearly indicate its interpretation of any differing terminology applied.
- 7.14. Response to RFP documents are to be submitted to the address specified in [paragraph 3](#) above, and Bidders must ensure that the original and copies (where applicable) are identical in all respects as the HDA will not accept any liability for having disqualified a bidder for failing to provide a mandatory returnable document.
- 7.15. Unless otherwise expressly stated, all Proposals furnished pursuant to this RFP shall be deemed to be offers. Any exceptions to this statement must be clearly and specifically indicated.

8. LEGAL COMPLIANCE

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified the Bidder. The HDA reserves the right to call a Bidder to provide additional documents which the HDA may require from a Bidder which have not been submitted to the HDA.

Bidders must ensure that they comply with all the requirements of the RFP and if Bidders fail to submit any of the required documents, such Bids shall, at the sole discretion of the HDA, be disqualified.

The successful Bidder [hereinafter referred to as the **Service Provider**] shall be in full and complete compliance with any and all applicable laws and regulations.

9. NATIONAL TREASURY'S CENTRAL SUPPLIER DATABASE

Bidders are required to self-register on National Treasury's Central Supplier Database (CSD) which has been established to centrally administer supplier information for all organs of state and facilitate the verification of certain key supplier information. Only foreign suppliers with no local registered entity need not register on the CSD. The CSD can be accessed at <https://secure.csd.gov.za>. Bidders are required to provide the following to the HDA in order to enable it to verify information on the CSD:

Supplier Number: _____ **Unique registration reference number:** _____.

10. TAX COMPLIANCE

Bidders must be compliant when submitting a proposal to the HDA and remain compliant for the entire contract term with all applicable tax legislation, including but not limited to the Income Tax Act, 1962 (Act No. 58 of 1962) and Value Added Tax Act, 1991 (Act No. 89 of 1991).

It is a condition of this RFP that the tax matters of the successful bidder be in order

The Tax Compliance status requirements are also applicable to foreign Bidders/ individuals who wish to submit bids.

Bidders are required to be registered on the CSD as indicated in paragraph 9 and the National Treasury shall verify the Bidder's tax compliance status through the CSD.

Where Consortia / Joint Ventures / Sub-contractors are involved, each party must be registered on the CSD and their tax compliance status will be verified through the CSD.

For this purpose, the attached SBD 1 must be completed and submitted as an essential returnable document by the closing date and time of the bid.

New Tax Compliance Status (TCS) System

SARS has implemented a new Tax Compliance Status (TCS) system in terms of which a taxpayer is now able to authorise any 3rd party to verify its compliance status in one of two ways: either through the use of an electronic access PIN, or through the use of a Tax Clearance Certificate obtained from the new TCS system.

Bidders are required to provide the following to the HDA in order to enable it to verify their tax compliance status:

Tax Compliance Status (TCS) Pin:_____

11. PROTECTION OF PERSONAL DATA

In responding to this bid, the HDA acknowledges that it may obtain and have access to personal data of the Bidders. the HDA agrees that it shall only process the information disclosed by Bidders in their response to this bid for the purpose of evaluating and subsequent award of business and in accordance with any applicable law. Furthermore, the HDA will not otherwise modify, amend or alter any personal data submitted by Bidders or disclose or permit the disclosure of any personal data to any Third Party without the prior written consent from the Bidders. Similarly, the HDA requires Bidders to process any personal information disclosed by the HDA in the bidding process in the same manner.

SECTION 2

BACKGROUND OVERVIEW AND SCOPE REQUIREMENTS

1 INTRODUCTION AND BACKGROUND

INTRODUCTION

The Housing Development Agency (HDA) is a national public sector development agency that *inter alia* has the mandate to identify, acquire, prepare, and develop suitable land for human settlements. The agency also undertakes the programme and project management for development of housing and human settlements. The HDA carries out its functions in partnership with a range of stakeholders including national, provincial and local government and municipalities, as well as with communities, developers and financiers. It was established in 2009 through an Act of Parliament passed in 2008. The HDA is accountable to the Minister of Human Settlements, Water and Sanitation, through its Board of Directors.

The National Department of Human Settlements (NDHS) 2019 to 2024 Medium Term Strategic Framework (MTSF) requires the identification of 136 priority human settlements development (PHSDA) to achieve spatial transformation through multi programme integration and development. The key objective of the PHSDA is to achieve spatial transformation and consolidation. The Greater Alexandra is one of the key PHSDA identified for immediate implementation. Development of integrated development and implementation plan has since been completed.

Human Settlements Framework for Spatial Transformation and Consolidation aims to:

- a) Create opportunities for liveable, inclusive and resilient towns and cities;
- b) Reverse the unjust and dysfunctional spatial legacy of apartheid;
- c) Improve participation of the disadvantaged in the residential property market; and
- d) Increase the asset creation potential of the state's investments in human settlements
- e) The priority human settlements development areas are intended to realize these objectives and opportunities within specific areas, optimizing existing and planned economic hubs and large infrastructure investment.

These priority areas require specific programmatic interventions with transformation objectives:

- f) Forward-looking land assembly and township establishment
- g) Upgrading of Informal Settlements

- h) Declared Social (Rental) Housing Restructuring Zones
- i) Opportunities for Greenfield Development (new places)
- j) Renewal of Distressed/ dilapidated/ degenerating precincts/blocks

Consequently, in support of the Greater Alexandra Redevelopment Programme as Priority Human Settlements Development Area, the HDA in conjunction with the Provincial Department of Human Settlements and the City of Johannesburg requires the services of a Multi-Disciplinary Professional Resources Team (PRT) to provide hands-on Programme Management Support and technical delivery capacity support to the Greater Alexandra PHSDA to enhance delivery and to ensure that the required and set integrated sustainable human settlements development impact, delivery and transformation targets are achieved.

BACKGROUND

Alexandra is located within the City of Johannesburg near Sandton, nestled between the N3 freeway to the east and the M1 motorway to the west. Alexandra is largely a vibrant residential area with an extremely high population density of over 25 900 persons per square kilometre or 100 dwellings per hectare. Inevitably, this is characterized by congestion (over-crowding), informal backyard, pavement dwellings and squalor.

Given the above, Alexander is earmarked as one of the Priority Housing Development Areas with a view to ensure spatial transformation and consolidation. A coherent integrated development plan for the Greater Alexandra Area (Greater Alexandra Development Area) is developed to address the development needs and opportunities in this space.

The four thematic work-streams of the Technical Inter-Governmental Steering Committee on Alexandra Development (the Steering Committee) have implemented several interventions to address the concerns that have recently been raised by the community of Alexandra.

An Implementation Protocol (IP) was signed by the Department of Cooperative Governance, Department of Human Settlements, Gauteng Provincial Government, Gauteng Provincial Department of Human Settlements, City of Johannesburg Metropolitan Municipality and the Housing Development Agency on the 16 November 2020 for the establishment of a Project Management Office to coordinate the redevelopment of Alexandra in the City of Johannesburg in Gauteng Province for the Medium-Term Strategic Framework period (2019 -2024). A new 5 year Medium Term Operational Plan (MToP) has been concluded with the Gauteng Department of Human Settlements for the period 2023 to 2028 to provide Programme Management Services for a period of 5 years for the Redevelopment of GADA.

a. PROBLEM STATEMENT

The Alexandra Township has been marred by a series of service delivery protests in which communities raised various concerns and this is receiving focused attention from the National, Provincial and Local spheres of Government to address issues which *inter alia*, include overcrowding and congestion that leads to distress of the existing infrastructure and repeated failure of reticulation services due to overwhelming rate of use; land invasions; social unrest (fuelled by crime, xenophobia, public violence); high degree of informal land use, economic activity; occasional storm water flooding of roads and the Jukskei river; High value land use and economic activity surrounding Alexandra.

The strategic focus is to actively promote Spatial Transformation in the GADA through deliberate interventions in several Strategic Development and Investments Areas along the north-south Corridor of Freedom and the east-west Randburg-Aerotropolis Corridor.

With the renewed efforts and interventions through the Office of the President, the Inter-Ministerial Committee(IMC), Gauteng Provincial Government and other stakeholders, the government has committed fully to implement the signed Statement of Intent Options to enable further government investments to upgrade and improve the living conditions, environment, and lives of the people of Alexandra to realise the following:

- Economic development through comprehensive infrastructure investment based on the Smart City Concept.
 - Diverse housing typology, density, and tenure options, supported with a comprehensive range of community facilities and services.
 - Comprehensive regional and local movement network which unlock development potential of land.
 - Improved connectivity and access for all communities, and cater for public and private transport.
 - Economic development and job creation with specific focus on business, commercial, light industrial and tourism development at strategic locations along a system of economic clusters
-

Ward	Suburbs
75	Alexandra & Ext, 4 th Ave between Joe Nhlanhla to 8 th Ave, Vincent Tshabalala
76	Alexandra & Ext, Vincent Tshabalala to Alfred Nzo, 8 th Ave to 20 th Ave
81	Bramley Manor & Ext, Bramley View & Ext, Casey Park, Corlett Gardens & Ext, Crystal Gardens AH, Dorelan, Dunsevern & Ext, Formain, Kew & Ext, Lombardy East, Lombardy West, Far East Bank Ext 9, Lyndhurst & Ext, Rembrandt Park & Ext, Rembrandt Ridge
91	Bramley North & Ext, Bramley Park, Glen Athol & Ext, Inanda & Ext, Sandown & Ext, Strathavon & Ext, Wynberg & Ext, Alexandra (1 st and 2 nd Ave), Wierda Valley, Atholhurst & Ext, Barlow Park, Chislehurst & Ext, Illovo & Ext, Marlboro Ext 1, Simba, Kramerville, Eastgate plus extensions, Barlow Park
105	Alexandra & Ext, 17 th Ave, Vincent Tshabalala cutting to 16 th Ave, Joe Nhlanhla to 22 nd Ave, Far East Bank & Extensions
107	Alexandra & Ext, 7 th Ave between Rev Sam Buti and Joe Nhlanhla to 12 th Ave, Roosevelt to 16 th Ave between Joe Nhlanhla and Roosevelt
108	Alexandra & Ext, 3 rd Ave from Florence Mphosho to Joe Nhlanhla, 12 th Ave to Old Pretoria Main Rd, Marlboro
109	Kelvin, Gallo Manor & Ext, Kelvin View, Marlboro Gardens & Ext, Morningside Manor & Ext, Wendywood & Ext, Wesco Park, Wynberg Ext 4, Setswetla, Frankenwald and part of Buccleuch.
116	Alexandra & Ext, 12 th Ave from Florence Mphosho to Richard Baloyi

Project Duration: 48 Months

2 EVALUATION METHODOLOGY

The evaluation of Bids will be based on the information contained in Bids received in RFP and, which may be further supplemented by presentations and clarification information provided, if required. All Bids shall be equally evaluated and adjudicated by various committees involved in the evaluation process in accordance with stated Evaluation Criteria. Procurement integrity and fairness, transparency, competitiveness and full accountability will at all times be paramount.

2.1 EVALUATION AND SCORING METHODOLOGY

The evaluation of the Bids by the evaluation committee will be conducted at various stages.

The following stages will be applied in the evaluation:

STAGE	DESCRIPTION
Admin compliance (Stage 1)	The Bid is checked for completeness and whether all required documentation, certificates; verify completeness warranties and other Bid requirements and formalities have been complied with. The Bids are checked to verify that the essential RFP requirements have been met. Incomplete and Non-compliant Bids will be disqualified.
Technical Evaluation (Stage 2)	Detailed analysis of Bids to determine whether the Bidder is capable of delivering the Project in terms of business and technical requirements. The minimum threshold for technical evaluation is [70%], any bidder who fails to meet the minimum requirement will be disqualified and not proceed with the evaluation of Price and Specific goals.
Price and Specific goals (Stage 3)	Evaluate price and Specific Goals on an 90/10 point system
Bidder Verification (Stage 4)	Verification of information supplied by bidders when completing SBD 4
Recommendation	Report formulation and recommendation of Preferred Bidders
Best and Final Offer	The HDA may go into the Best and Final Offer process in the instance where no bid meets the requirements of the RFP and/or the Bids are to close in terms of points awarded.
Approval	Approval and notification of the final Bidder.

5.2. STAGE 1: COMPLIANCE REQUIREMENTS

Bidders must comply with the following requirements and failure to comply will lead to immediate disqualification.

Mandatory Requirements

Stage 1A- Mandatory Requirements

If you do not submit the following documents your tender will be automatically disqualified:

If you do not submit the following documents your Proposal will be disqualified automatically:

No.	Description of requirement	
a)	Copy of Valid Professional Indemnity certificate with R10 000 000 per occasion for public liability insurance	

Stage 1B Basic Compliance

If you do not submit the following basic compliance documents and should an award be made, these basic compliance documents must be made available within seven (7) days, failing which the award will be recalled.

No.	Description of requirement	
a)	Completion of ALL RFP documentation (SBD1, SBD4 and SBD6.1)	
b)	Letter of Good Standing: COID	
c)	CSD Report	
d)	Signed Joint Venture, Consortium Agreement or Partnering Agreement (whichever is applicable – if applicable)	

5.3. STAGE 2: TECHNICAL / FUNCTIONALITY REQUIREMENTS

Interested bidders shall then be evaluated on functionality after meeting all compliance requirements outlined above. The minimum threshold for technical/functionality requirements is 70% as per the standard Evaluation Criteria presented as per the table above. Bidders who score below this minimum requirement shall not be considered for further evaluation in stage 3.

Details of the technical / functional requirements are presented in table below

CRITERION	TECHNICAL/FUNCTIONAL CRITERIA	POINTS ALLOCATION
i.	Lead Company Profile and organogram	10
ii.	Work Related Experience	30
iii.	Key Personnel	50
iv.	Methodology	10
TOTAL POINTS		100

TECHNICAL/FUNCTIONAL EVALUATION CRITERIA

Details of the scoring methodology presented above are outlined below:

Item	Criteria	Sub-criteria	Weighting/ Points
1	Lead Company Profile and organogram	Company profile (s) to be submitted (in case of a joint Venture, all companies must submit separate profiles) indicating the Lead Company	10
2	Work Related Experience	<p>Related work of the lead company and experience in programme and project management in Human Settlements Sector to be assessed as follows:</p> <p>Provide Letters of appointment not older than 10 years for programme and project management in Human Settlements Sector as follows:</p> <p>0-projects = 0 points 1-project = 3 points 2-projects = 5 points 3-projects = 7 points 4-projects = 10 points 5 or more projects = 15 points</p>	15
		<p>Related work of the lead company and experience in programme and project management in Urban Renewal Projects to be assessed as follows;</p> <p>Provide Letters of appointment for programme and project management in Urban Renewal Projects as follows:</p> <p>0-projects = 0 points 1-project = 3 points 2-projects = 5 points 3-projects = 7 points 4-projects = 10 points</p>	15

Item	Criteria	Sub-criteria	Weighting/ Points
		5 or more projects = 15 points	
3	Key Personnel	<p>Programme Manager and Team Leader (10) Points</p> <p>A Professional in the built environment (Pr Eng.) who is qualified and registered with ECSA/ with proof of registration as follows:</p> <ul style="list-style-type: none"> •15 years' post registration experience and above = 10 points •10-14 years' post registration experience = 5 points •1-9 Years' post registration experience = 3 points <p>Civil/Structural Engineer (5) Points</p> <p>A Professional Engineer (Pr Eng.) or Professional Engineering Technologists (Pr Tech Eng.) in civil or structural engineering who is qualified and registered with ECSA with proof of registration as follows:</p> <ul style="list-style-type: none"> •10 years' post registration experience and above = 5 points •6-9 years' post registration experience = 3 points •1 - 5 Years' post registration experience = 2 points <p>Quantity Surveyor (5) Points</p> <p>A Professional Quantity Surveyor (Pr QS.) who is qualified and registered with SACQSP with proof of registration as follows</p>	50

Item	Criteria	Sub-criteria	Weighting/ Points
		<ul style="list-style-type: none"> •10 years' post registration experience and above = 5 points •6 - 9 years' post registration experience = 3 points •1 -5 years' post registration experience = 2 points <p>Urban Designer & Architect (5) Points</p> <p>A Professional Urban Urban Designer and Architect, registered with SACAP with proof of registration as follows:</p> <ul style="list-style-type: none"> •10 years' post registration experience and above = 5 points •6 - 9 years' post registration experience = 3 points •1 -5 years' post registration experience = 2 points <p>Town Planner (5) Points</p> <p>A Professional registered Town Planner as follows:</p> <ul style="list-style-type: none"> •10 years' post registration experience and above =5 points •6 - 9 years' post registration experience =3 points •1 -5 years' post registration experience = 2 points <p>Legal Practitioner (5) Points</p> <p>Relevant Legal Qualification and admitted as an Attorney:</p>	

Item	Criteria	Sub-criteria	Weighting/ Points
		<ul style="list-style-type: none"> •10 years' post admission as an Attorney and above = 5 points •6 - 9 years' post admission as an Attorney = 3 points •1 -5 years' post admission as an Attorney = 2 points <p>Land Surveyor (3) Points</p> <p>A relevant Land Surveying Qualification and must be a Professional Land Surveyor registered with the South African Geomatics Council (SAGC) with proof of registration as follows:</p> <ul style="list-style-type: none"> •10 years' post registration experience and above = 5 points •6 - 9 years' post registration experience = 3 points •1 -5 years' post registration experience = 2 points <p>Market and Economic Researcher (2)</p> <p>Bachelor's Degree in Commerce/ Economics or Equivalent. Must have at least 10 years post-graduation (working) experience in market research / economic research and analysis in the economic aspects of the provision of socio-economic infrastructure services.</p> <p>10 years' post registration experience and above =2 points</p> <ul style="list-style-type: none"> •1 - 9 years' post registration experience = 1 points 	

Item	Criteria	Sub-criteria	Weighting/ Points
		<p>Social Facilitator and Inter-Governmental Relations (5) Points</p> <p>Bachelor's degree or equivalent qualification in social sciences and/or relevant qualification and must have Professional Registration / Membership with the Association of Social Engagement Facilitators of Southern Africa (ASEFSA) as follows:</p> <ul style="list-style-type: none"> •10 years' experience and above in working with public and community stakeholders in participatory processes = 5 points •6 - 9 years' experience in working with public and community stakeholders in participatory processes = 3 points •1 -5 years' experience in working with public and community stakeholders in participatory processes = 2 points <p>OHS Officer (3) Points</p> <p>A relevant accredited qualification in Occupational Health and Safety and must be registered with the South African Institute of Occupational Safety and Health (SAIOSH)</p> <ul style="list-style-type: none"> •10 years' post registration experience and above = 3 points •6 - 9 years' post registration experience =2 points •1 - 5 years' post registration experience = 1 point 	

Item	Criteria	Sub-criteria	Weighting/ Points
		Environmental Control Officer (2) Points A Bachelor's Degree in Environmental Science and must have the relevant certificate issued by the National Environmental Agency (NEA). <ul style="list-style-type: none"> • 5 years post registration experience and above = 3 points • 3 - 4 years' post registration experience = 2 point • 1 – 2 years' post registration experience = 1 point 	
4	Methodology	Work programme, plan and allocation of resources and tasks = 5 Points Proposed approach and methodology to meet the deliverables and timeframes = 5 Points	10
5		TOTAL	100

5.4. STAGE 3: PRICING AND SPECIFIC GOALS

The following criteria will be used for points allocation for price and Specific Goals compliance on a 90/10 point system:

Price and Specific Goals

CRITERIA	WEIGHTING/ POINTS
Price	90
Specific goal	10
Total	100

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

Where:

P_s = Points scored for the price of tender under consideration;

P_t = Rand value of the tender under consideration;

P_{min} = Rand value of the lowest acceptable tender.

The minimum qualifying criteria for pricing is 90 points as per the standard Evaluation Criteria presented in table 2 above.

Specific Goals component of the evaluation process is weighted at 10 points in table 2 of the standard Evaluation Criteria outlined above. Bidders will be awarded points based on the points claimed for specific goals presented in the SBD 6.1 issued with the tender. Details of the allocation of points by the Evaluation Committee are presented in table 4 above.

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
<i>Black Women Owned (Maximum points = 4 points)</i>		
75% - 100%	4	CSD and Sworn Affidavit
51% - 74.99 -	2	CSD and Sworn Affidavit
Below 51%	1	CSD and Sworn Affidavit

The Specific Goals allocated points in terms of this tender	Number of Points	Proof / Documentation required to Claim Points for Specific Goals
Historically Disadvantaged South Africans* (maximum Points 2)		
	2	CSD report
Youth (Maximum points 3) (maximum Points 3)		
	3	CSD report
Disabled People (maximum Points 1)		
	1	CSD report & Sworn Affidavit

Table 6: Specific Goals Evaluation (90/10)

***Historically disadvantaged South Africans refers to any person, category of persons, or communities disadvantaged by unfair discrimination before the constitution of the Republic of SA, 1993 (ACT No. 2000 of 1993 come into operations)**

3 VALIDITY PERIOD

This RFP shall be valid for **[120 Business Days]** calculated from Bid closing date.

4 THE NATIONAL INDUSTRIAL PARTICIPATION PROGRAMME

4.1 National Industrial Participation Programme (NIPP) requirements:

The National Industrial Participation (NIP) Programme, which is applicable to all government procurement contracts that have an imported content, became effective on the 1 September 1996. The NIP policy and guidelines were fully endorsed by Cabinet on 30 April 1997. In terms of the Cabinet decision, all state and parastatal purchases / lease contracts (for goods, works and services) entered into after this date, are subject to the NIP requirements. NIP is obligatory and therefore must be complied with. The Industrial Participation Secretariat (IPS) of the Department of Trade and Industry (DTI) is charged with the responsibility of administering the programme.

Bidders are therefore required to complete SBD 5 to give effect to the above. **Bidders who do not complete this form will be automatically disqualified. (if applicable)**

5 POST TENDER NEGOTIATION (IF APPLICABLE)

The- HDA reserves the right to conduct post tender negotiations with a shortlist of Bidder(s). The shortlist could comprise of one or more Bidders. Should the HDA conduct post tender negotiations, Bidders will be requested to provide their best and final offers to the HDA based on such negotiations. A final evaluation will be conducted in terms of 90/10.

6 BEST AND FINAL OFFER

The HDA reserves the right to embark on the Best and Final Offer (BAFO) Process where:

- a) None of the proposals meet the RFP requirements;
- b) None of the responses to RFP are affordable and demonstrate value for money; and

Upon the decision by the HDA to embark on a BAFO process it shall notify the response to RFP.

7 FINAL CONTRACT AWARD

The HDA may negotiate the final terms and conditions of the contract with the successful Bidder(s).
Bidder

8 FAIRNESS AND TRANSPARENCY

The HDA views fairness and transparency during the RFP Process as an absolute on which the HDA will not compromise. The HDA will ensure that all members of evaluation committees declare any conflicting or undue interest in the process and provide confidentiality undertakings to the HDA.

The evaluation process will be tightly monitored and controlled by the HDA to assure integrity and transparency throughout, with all processes and decisions taken being approved and auditable.

SECTION 3

PRICING AND DELIVERY SCHEDULE

Bidders are required to complete the Pricing Schedule as per **Annexure: 2(Volume 2 /Envelop 2)**

1 PRICING

- 1.1. Prices must be quoted in South African Rand, inclusive of VAT.
- 1.2. Price offer is firm and clearly indicate the basis thereof.
- 1.3. Pricing Bill of Quantity is completed in line with schedule if applicable.
- 1.4. Cost breakdown must be indicated.
- 1.5. Price escalation basis and formula must be indicated.
- 1.6. To facilitate like-for like comparison bidders must submit pricing strictly in accordance with this price schedule and not utilise a different format. Deviation from this pricing schedule could result in a bid being declared non-responsive.
- 1.7. Please note that should you have offered a discounted price(s), the HDA will only consider such price discount(s) in the final evaluation stage on an unconditional basis.
- 1.8. Bidders are to note that if price offered by the highest scoring bidder is not market related, the HDA may not award the contract to the Bidder. The HDA may:
 - 1.8.1. negotiate a market-related price with the Bidder scoring the highest points or cancel the RFP;
 - 1.8.2. if that Bidder does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the second highest points or cancel the RFP; and
 - 1.8.3. if the Bidder scoring the second highest points does not agree to a market-related price, negotiate a market-related price with the Bidder scoring the third highest points or cancel the RFP.
 - 1.8.4. If a market-related price is not agreed with the Bidder scoring the third highest points, the HDA must cancel the RFP.

2 DISCLOSURE OF PRICES QUOTED (Bidders are to note that, on award of business, the HDA is required to publish the tendered prices and preferences claimed of the successful and unsuccessful Bidders inter alia on the National Treasury e-Tender Publication Portal, (www.etenders.gov.za), as required per National Treasury.

3 OWNERSHIP OF DESIGN

- 1.1. The plans and design developed and to be provided by the HDA shall at all times remain the property of the HDA.]

4 SERVICE LEVELS

- 4.1. An experienced national account representative(s) is required to work with the HDA's procurement department. [No sales representatives are needed for individual department or locations]. Additionally, there shall be a minimal number of people, fully informed and accountable for this agreement.
- 4.2. The HDA will have quarterly reviews with the Service provider's account representative on an on-going basis.
- 4.3. The HDA reserves the right to request that any member of the Service provider's team involved on the HDA account be replaced if deemed not to be adding value for the HDA.
- 4.4. The Service provider guarantees that it will achieve a 100% [hundred per cent] service level on the following measures:
 - 4.4.1. Random checks on compliance with quality/quantity/specifications
 - 4.4.2. On time delivery.
- 4.5. The Service provider must provide a telephone number for customer service calls.
- 4.6. Failure of the Service provider to comply with stated service level requirements will give the HDA the right to cancel the contract in whole, without penalty to the HDA, giving 30 [thirty] calendar days' notice to the Service provider of its intention to do so.

Acceptance of Service Levels:

YES	
-----	--

5 TOTAL COST OF OWNERSHIP (TCO)

- 5.1. The HDA will strive to procure goods, services and works which contribute to its mission. In order to achieve this, the HDA must be committed to working with suppliers who share its goals of continuous improvement in service, quality and reduction of Total Cost of Ownership (TCO).
- 5.2. Bidders shall indicate whether they would be committed, for the duration of any contract which may be awarded through this RFP process, to participate with the HDA in its continuous improvement initiatives to reduce the total cost of ownership [TCO], which will reduce the overall cost of services provided by the HDA.

6. FINANCIAL STABILITY

Bidders are required to submit their latest financial statements prepared and signed off by a professional accountant for the past three (3) years with their Proposal in order to enable the HDA to establish financial stability.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

7. VALIDITY OF RETURNABLE DOCUMENTS

The successful Bidder will be required to ensure the validity of all returnable documents, including but not limited to its Tax compliance on CSD, for the duration of any contract emanating from this RFP. Should the Bidder be awarded the contract [the Agreement] and fail to present the HDA with such renewals as and when they become due, the HDA shall be entitled, in addition to any other rights and remedies that it may have in terms of the eventual Agreement, to terminate such Agreement forthwith without any liability and without prejudice to any claims which the HDA may have for damages against the Bidder.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

2 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

8. CERTIFICATE OF ACQUAINTANCE WITH RFP TERMS & CONDITIONS & APPLICABLE DOCUMENTS

By signing this certificate the Bidder is deemed to acknowledge that he/she has made himself/herself thoroughly familiar with, and agrees with all the conditions governing this RFP, including those contained in any printed form stated to form part hereof, including but not limited to the documents stated below and the HDA will recognise no claim for relief based on an allegation that the Bidder overlooked any such condition or failed properly to take it into account for the purpose of calculating tendered prices or any other purpose:

1. The HDA's General Bid Conditions*
2. Standard RFP Terms and Conditions for the supply of Goods or Services or Works to The HDA

Should the Bidder find any terms or conditions stipulated in any of the relevant documents quoted in the RFP unacceptable, it should indicate which conditions are unacceptable and offer alternatives by written submission on its company letterhead, attached to its submitted Bid. Any such submission shall be subject to review by the HDA's Legal department who shall determine whether the proposed alternative(s) are acceptable or otherwise, as the case may be. A material deviation from the Standard terms or conditions could result in disqualification.

Bidders accept that an obligation rests on them to clarify any uncertainties regarding any bid to which they intend to respond, before submitting the bid. The Bidder agrees that he/she will have no claim based on an allegation that any aspect of this RFP was unclear but in respect of which he/she failed to obtain clarity.

The bidder understands that his/her Bid will be disqualified if this Certificate of Acquaintance with RFP documents included in the RFP as a returnable document, is found not to be true and complete in every respect.

SIGNED at _____ on this _____ day of _____ 2024

SIGNATURE OF WITNESSES

ADDRESS OF WITNESSES

1 _____

Name _____

SIGNATURE OF BIDDER'S AUTHORISED REPRESENTATIVE: _____

NAME: _____

DESIGNATION: _____

9. GENERAL CONDITIONS

9.1. THE HDA'S TENDER FORMS

Bidders must sign and complete the HDA's Bid Forms and attach all the required documents. Failure by Bidders to adhere to this requirement may lead to their disqualification.

9.2. PRECEDENT

In case of any conflict with this RFP and Bidders response, this RFP and its briefing notes shall take precedence.

9.3. RESPONSE TO RFP-CONFIDENTIALITY

Response to RFPs must clearly indicate whether any information conveyed to or requested from the HDA is confidential or should be treated confidentially by the HDA. In the absence of any such clear indication in writing from a response to RFP, the HDA shall deem the response to RFP to have waived any right to confidentiality and treat such information as public in nature.

Where a Bidder at any stage during the RFP Process indicates to the HDA that information or any response to RFP requested from the HDA is or should be treated confidentially, the HDA shall treat such information or response to RFP confidentially, unless the HDA believes that to ensure the transparency and competitiveness of the RFP Process the content of the information or response to RFP should be conveyed to all Bidders, in which event it shall apply the following process:

- The HDA shall confirm with the Bidder whether the raising of confidentiality applies to the entire response to the RFP or only specific elements or sections of the response;
- Where confidentiality is maintained by the Bidder and the HDA is of the opinion that the information or response to RFP if made publicly available would affect the commercial interests of the Bidder or is commercially sensitive information, the HDA shall not release such information to other Bidders if providing such information or response to the RFP would prejudice the competitiveness and transparency of the RFP Process;

- Where the HDA is of the opinion that information provided is not commercially sensitive or would have no impact on the commercial interests of the relevant Bidder if released and fairness and transparency requires that such information be released to all Bidders, the HDA may:
 - i. inform the relevant Bidder of the necessity to release such information and/or response to RFP and request the Bidder to consent to the release thereof by the HDA; or
 - ii. obtain legal advice regarding the confidentiality of the relevant information and/or response to RFP and the legal ability of the HDA to release such information; or
 - iii. refrain from releasing the information and/or response to RFP, in which event the HDA shall not take account of the contents of such information in the evaluation of the relevant response to RFP.

The above procedures regarding confidentiality shall not apply to any information which is already public knowledge or available in the public domain or in the hands of the HDA or is required to be disclosed by any legal or regulatory requirements or order of any competent court, tribunal or forum.

9.4. RESPONSE TO THE RFP – RFP DISQUALIFICATION

Responses to RFP which do not comply with the RFP requirements, formalities, terms and conditions may be disqualified by the HDA from further participation in the RFP Process.

In particular (but without prejudice to the generality of the foregoing) the HDA may disqualify, at its sole discretion and without prejudice to any other remedy it may have, a Bidder where the Bidder, or any of its consortium/Joint venture members, subcontractors or advisors have committed any act of misrepresentation, bad faith or dishonest conduct in any of its dealings with or information provided to the HDA.

9.5. CORRUPTION, GIFTS AND PAYMENTS

Neither the Bidders to RFPs, its equity members, the sub-contractors, consortium members nor any of their agents, lenders or advisors shall directly or indirectly offer or give to any person in the employment of the HDA or any other Government official or any of the Advisory Team any gift or consideration of any

kind as an inducement or reward for appointing a particular Bidder, or for showing or omitting to show favour or disfavour to any of the Bidders, its equity members or the sub-contractors in relation to the Project.

In the event that any of the prohibited practices contemplated under the above paragraph is committed, the HDA shall be entitled to terminate any Response to RFP's status and to prohibit such Bids to RFP, its equity members, its Sub Contractors and their agents, lenders and advisors from participating in any further part of the procurement of the Project.

9.6. INSURANCE

Unless specifically provided for in this RFP or draft contracts, Bidders will be required to submit with their Bid for services professional indemnity insurance and works insurance to an extent (if any) if insurance provided by the HDA may not be for the full cover required in terms of the relevant category listed in this RFP. The Bidder is advised to seek qualified advice regarding insurance.

9.7. NO CONTACT POLICY

Bidders may only contact the supply chain official of the HDA as per the terms of the Communication Structure established by this RFP, except in the case of pre-existing commercial relationships, in which case contact may be maintained only with respect thereto and, in making such contact, no party may make reference to the Project or this RFP.

9.8. CONFLICT OF INTEREST

No Bidder member, subcontractor or advisor of the response to RFP may be a member of or in any other way participate or be involved, either directly or indirectly in more than one response to RFP or response to RFP during any stage of the Project procurement process, but excluding specialist suppliers of systems and equipment, non-core service providers or financial or commercial institutions whose role is limited purely to lending money or advancing credit to the response to RFP. Bidders are to sign the declaration of interest form. In order to prevent the conflict or potential conflict of interest between Lenders and Bidders to RFP, no advisors or the Contractor/s or Consortium/s to any response to RFP, consortium member or subcontractor may fulfil the role of arranger, underwriter and/or lead bank to the response to RFP. The HDA may disqualify the response to RFP from further participation in the event of a failure to comply with this provision. The HDA views the potential conflict of interest so great as to warrant the reduction of competition for advisory services.

9.9. COLLUSION AND CORRUPTION

Any Bidder shall, without prejudice to any other remedy available to the HDA, be disqualified, where the response to RFP –

- communicates to a person other than persons nominated by the HDA a material part of its response to RFP; or
- Enters into any Contract or arrangement with any other person or entity that it shall refrain from submitting a response to RFP to this RFP or as to any material part of its Response to RFP to this RFP (refer the prohibition contained in Section 4(1)(b)(iii) of the Competition Act 89 of 1998). . The Bidders represents that the Bidder has not, directly or indirectly, entered into any agreement, arrangement or understanding or any such like for the purpose of, with the intention to, enter into collusive Bidding or with reasonable appreciation that, collusive any agreement, arrangement or understanding or any such like may result in or have the effect of collusive Bidding. The Bidder undertakes that in the process of the Bid but prior to the HDA awarding the Bid to a preferred bidder become involved in or be aware of or do or caused to be done any agreement, arrangement or understanding or any such like for the purpose of or which may result in or have the effect of a collusive Bid, the Bidder will notify the HDA of such any agreement, arrangement or understanding or any such like.; or
- offers or agrees to pay or give any sum of money, inducement or valuable consideration directly or indirectly to any person for doing or having done, or causing, or having caused to be done any act or omission in relation to the RFP Process or any proposed response to RFP (provided nothing contained in this paragraph shall prevent a response to RFP from paying any market-related commission or bonus to its employees or contractors within the agreed terms of their employment or contract).

9.10. CONSORTIUM CHANGES

If exceptional circumstances should arise in which after the submission of the bid and after closing date of submission of bids, there is change in the composition of the members of the consortium, either through substitution or omission of any member of the consortium for the purpose of this RFP:

- The Bidder to RFP must notify the HDA in writing of the proposed changes supported by complete details of the material reasons for the changes, the parties impacted by the changes and the impact on the response to RFP.
- The HDA shall evaluate the reasons advanced by the Bidder for the requested changes to the Bidder structure and where the HDA is not satisfied that the reasons advanced are reasonable or material, refuse to accept the change and disqualify the response to RFP, or notify the Bidder in writing of its non-acceptance of the changes and require the Bidder to propose a suitable alternative

to the HDA within 10 (TEN) days of its receipt of the decision of the HDA, upon receipt of which the HDA shall -

- i. Evaluate the alternative proposed for suitability to the HDA, and where the alternative is accepted by the HDA, inform the Bidder in writing of such acceptance and the HDA shall reassess the response to RFP against the RFP requirements and criteria; or
- ii. Where the alternative is not accepted by the HDA, inform the Bidder in writing of such non-acceptance as well as its disqualification from the RFP Process.
- iii. Where the HDA is satisfied that the changes requested under (i) above are reasonable and material, the response to RFP, shall be allowed to effect the required changes and the HDA shall reassess the response to RFP against the RFP requirements and criteria.

9.11. COSTS OF RESPONSE TO THE RFP SUBMISSION

All costs and expenses associated with or incurred by the Bidder in relation to any stage of the Project, shall be borne by the Bidder. The HDA shall not be liable for any such costs or expenses or any claim for reimbursement of such costs or expenses.

To avoid doubt, the HDA shall not be liable for any samples submitted by the Bidder in support of their Responses to RFP and reserves the right not to return to them such samples and to dispose of them at its discretion.

9.12. RESPONSE TO THE RFP WARRANTY

Bidders must provide a warranty as part of their Responses to RFP that their Responses to RFP are true and correct in all respects, that it does not contain a misrepresentation of any kind and that the taxes of all members of the Bidder company, consortium members and or subcontractors are in order and none of the members are undergoing corruption or any criminal-related investigations or have any past convictions for fraud or corruption.

10. CONDITIONS OF TENDER

General

- | | | |
|---|---|--|
| Actions | 1 | The HDA's <i>Representative</i> and each <i>tenderer</i> submitting a tender shall act as stated in these Conditions of Tender and in a manner which is fair, equitable, transparent, competitive and cost-effective. |
| Interpretation | 2 | Terms shown in <i>italics</i> vary for each tender. The details of each term for this tender are identified in the Request for Tender / Scope of work/ specification. Terms shown in capital initials are defined terms in the appropriate conditions of contract. |
| | 3 | Any additional or amended requirements in the Scope of work/ specification, and additional requirements given in the Schedules in the <i>tender returnables</i> are deemed to be part of these Conditions of Tender. |
| | 4 | The Conditions of Tender and the Scope of work/ specification shall form part of any contract arising from this invitation to tender. |
| Communication | 5 | Each communication between the HDA and a <i>tenderer</i> shall be to or from the HDA's <i>Representative</i> only, and in a form that can be read, copied and recorded. Communication shall be in the English language. The HDA takes no responsibility for non-receipt of communications from or by a <i>tenderer</i> . |
| THE HDA's rights to accept or reject any tender | 6 | The HDA may accept or reject any variation, deviation, tender, or alternative tender, and may cancel the tender process and reject all tenders at any time prior to the formation of a contract. The HDA or the HDA's <i>Representative</i> will not accept or incur any liability to a <i>tenderer</i> for such cancellation and rejection, but will give reasons for the action. The HDA reserves the right to accept the whole or any part of any tender. |
| | 7 | After the cancellation of the tender process or the rejection of all tenders the HDA may abandon the proposed work and services, have it performed in any other manner, or re-issue a similar invitation to tender at any time. |

Tenderer's obligations

The *tenderer* shall comply with the following obligations when submitting a tender and shall:

- | | | |
|---|----|--|
| Eligibility | 1 | Submit a tender only if the <i>tenderer</i> complies with the criteria stated in the Scope of work/ specification. |
| Cost of tendering | 2 | Accept that the HDA will not compensate the <i>tenderer</i> for any costs incurred in the preparation and submission of a tender. |
| Check documents | 3 | Check the <i>tender documents</i> on receipt, including pages within them, and notify the HDA's <i>Representative</i> of any discrepancy or omissions in writing. |
| Copyright of documents | 4 | Use and copy the documents provided by the HDA only for the purpose of preparing and submitting a tender in response to this invitation. |
| Standardised specifications and other publications | 5 | Obtain, as necessary for submitting a tender, copies of the latest revision of standardised specifications and other publications, which are not attached but which are incorporated into the <i>tender documents</i> by reference. |
| | 6 | Acknowledge receipt of Addenda / Tender Briefing Notes to the <i>tender documents</i> , which the HDA's <i>Representative</i> may issue, and if necessary apply for an extension to the <i>deadline for tender submission</i> , in order to take the Addenda into account. |
| Site visit and / or clarification meeting | 7 | Attend a site visit and/or clarification meeting at which <i>tenderers</i> may familiarise themselves with the proposed work, services or supply, location, etc. and raise questions, if provided for in the Scope of work/ specification. Details of the meeting are stated in the RFP document, e-tender website and CIDB website. |
| Seek clarification | 8 | Request clarification of the <i>tender documents</i> , if necessary, by notifying the HDA's <i>Representative</i> earlier than the <i>closing time for clarification of queries</i> . |
| Insurance | 9 | Be informed of the risk that needs to be covered by insurance policy. The <i>tenderer</i> is advised to seek qualified advice regarding insurance. |
| Pricing the tender | 10 | Include in the rates, prices, and the tendered total of the prices (if any) all duties, taxes (except VAT), and other levies payable by the successful <i>tenderer</i> . Such duties, taxes and levies are those applicable 14 days prior to the <i>deadline for tender submission</i> . |

- | | | |
|--------------------------|----|---|
| | 11 | Show Value Added Tax (VAT) payable by The HDA separately as an addition to the tendered total of the prices. |
| | 12 | Provide rates and prices that are fixed for the duration of the contract and not subject to adjustment except as provided for in the <i>conditions of contract</i> . |
| | 13 | State the rates and Prices in South African Rand unless instructed otherwise as an additional condition in the Scope of work/ specification. The selected <i>conditions of contract</i> may provide for part payment in other currencies. |
| Alterations to documents | 14 | Not make any alterations or an addition to the tender documents, except to comply with instructions issued by the HDA's <i>Representative</i> or if necessary to correct errors made by the <i>tenderer</i> . All such alterations shall be initialled by all signatories to the tender. Corrections may not be made using correction fluid, correction tape or the like. |
| Submitting a tender | 15 | Submit a tender for providing the whole of the works, services or supply identified in the Contract Data unless stated otherwise as an additional condition in the Scope of work/ specification. |
| NOTE: | 16 | Return the completed and signed <i>Tender document and SBD forms provided with the tender. <u>Failure to submit all the required documentation will lead to disqualification</u></i> |
| | 17 | Submit the <u>tender as an original</u> and an electronic version which must be contained in USB clearly marked in the Bidders name as stated. Tenders may not be written in pencil but must be completed in ink. |
| | 18 | Sign and initial the original tender where indicated. The HDA will hold the signatory duly authorised and liable on behalf of the <i>tenderer</i> . |
| | 19 | Seal the bid document in an envelope/package, the HDA's address and invitation to tender number stated in the Scope of work/ specification, as well as the <i>tenderer's</i> name and contact address should be written on the envelope /package . Where the tender is based on a two envelop system tenderers must further indicate in the package whether the document is envelope / package 1 or 2 . The envelope/package must be marked "CONFIDENTIAL" . |

- 20 Accept that the HDA will not assume any responsibility for the misplacement or premature opening of the tender if the outer package is not sealed and marked as stated.

Note:

The HDA does not to receive BIDS by post, and takes no responsibility for delays in the postal system or in transit within or between the HDA offices.

The HDA does not to receive tenders by fax, the HDA takes no responsibility for difficulties in transmission caused by line or equipment faults.

Where tenders are sent via courier, the HDA takes no responsibility for tenders delivered to any other site than the tender office.

The HDA employees are not permitted to deposit a tender into the HDA tender box on behalf of a tenderer.

- Closing time** 25 Ensure that the HDA has received the tender at the stated address no later than the *deadline for tender submission*. Proof of posting will not be taken by the HDA as proof of delivery. The HDA will not accept a tender submitted telephonically, by Fax or E-mail unless stated otherwise in the tender document.

- 26 Accept that, if the HDA extends the *deadline for tender submission* for any reason, the requirements of these Conditions of Tender apply equally to the extended deadline.

- Tender validity** 27 Hold the tender(s) valid for acceptance by the HDA at any time within the *validity period* after the *deadline for tender submission*.

- 28 Extend the *validity period* for a specified additional period if the HDA requests the *tenderer* to extend it. A *tenderer* agreeing to the request will not be required or permitted to modify a tender, except to the extent the HDA may allow for the effects of inflation over the additional period.

- Clarification of tender after submission** 29 Provide clarification of a tender in response to a request to do so from the HDA's *Representative* during the evaluation of tenders. This may include providing a breakdown of rates or Prices. No change in the total of the Prices or substance of the tender is sought, offered, or permitted except as required by the HDA's *Representative* to confirm the correction of arithmetical errors discovered in the evaluation of tenders. The total of the Prices stated by the *tenderer* as corrected by

the HDA's *Representative* with the concurrence of the *tenderer*, shall be binding upon the *tenderer*

- | | |
|------------------------------------|--|
| Submit bonds, policies etc. | <p>30 If instructed by the HDA's <i>Representative</i> (before the formation of a contract), submit for the HDA's acceptance, the bonds, guarantees, policies and certificates of insurance required to be provided by the successful <i>tenderer</i> in terms of the <i>conditions of contract</i>.</p> <p>31 Undertake to check the final draft of the contract provided by the HDA's <i>Representative</i>, and sign the Form of Agreement all within the time required.</p> <p>32 Where an agent on behalf of a principal submits a tender, an authenticated copy of the authority to act as an agent must be submitted with the tender.</p> |
|------------------------------------|--|

THE HDA'S UNDERTAKINGS

The HDA, and the HDA's *Representative*, shall:

- | | |
|---------------------------------|---|
| Respond to clarification | <p>1 Respond to a request for clarification received earlier than the <i>closing time for clarification of queries</i>. The response is notified to all <i>tenderers</i>.</p> |
| Issue Addenda | <p>2 If necessary, issue to each <i>tenderer</i> from time to time during the period from the date of the Letter of Invitation until the <i>closing time for clarification of queries</i>, Addenda that may amend, amplify, or add to the <i>tender documents</i>. If a <i>tenderer</i> applies for an extension to the <i>deadline for tender submission</i>, in order to take Addenda into account in preparing a tender, the HDA may grant such an extension and the HDA's <i>Representative</i> shall notify the extension to all <i>tenderers</i>.</p> |
| Return late tenders | <p>3 Reject tenders received after the <i>deadline</i>. Tenders will be deemed late if they are not in the designated tender box at the date and time stipulated as the deadline for tender submission.</p> |
| Non-disclosure | <p>4 Not disclose to <i>tenderers</i>, or to any other person not officially concerned with such processes, information relating to the evaluation and comparison of tenders and recommendations for the award of a contract.</p> |
| Grounds for rejection | <p>5 Consider rejecting a tender if there is any effort by a <i>tenderer</i> to influence the processing of tenders or contract award.</p> |

Disqualification	6	Instantly disqualify a <i>tenderer</i> (and his tender) if it is established that the <i>tenderer</i> offered an inducement to any person with a view to influencing the placing of a contract arising from this invitation to tender.
Test for responsiveness	7	<p>Determine before detailed evaluation, whether each tender properly received</p> <ul style="list-style-type: none"> • meets the requirements of these Conditions of Tender, • has been properly signed, and • is responsive to the requirements of the <i>tender documents</i>.
	8	<p>Judge a responsive tender as one which conforms to all the terms, conditions, and specifications of the <i>tender documents</i> without material deviation or qualification. A material deviation or qualification is one which, in the HDA 's opinion would</p> <ul style="list-style-type: none"> • detrimentally affect the scope, quality, or performance of the works, services or supply identified in the Contract Data, • change the HDA 's or the <i>tenderer's</i> risks and responsibilities under the contract, or • affect the competitive position of other <i>tenderers</i> presenting responsive tenders, if it were to be rectified.
Non-responsive tenders	10	Reject a non-responsive tender, and not allow it to be subsequently made responsive by correction or withdrawal of the non-conforming deviation or reservation.
Arithmetical errors	11	<p>Check responsive tenders for arithmetical errors, correcting them as follows:</p> <ul style="list-style-type: none"> • Where there is a discrepancy between the amounts in figures and in words, the amount in words shall govern. • If a bill of quantities applies and there is a discrepancy between the rate and the line item total, resulting from multiplying the rate by the quantity, the rate as quoted shall govern. Where there is an obviously gross misplacement of the decimal point in the rate, the line item total as quoted shall govern, and the rate will be corrected. • Where there is an error in the total of the Prices, either as a result of other corrections required by this checking process or in the <i>tenderer's</i> addition of prices, the total of the Prices, if any, will be corrected.
	12	Reject a tender if the <i>tenderer</i> does not accept the corrected total of the Prices (if any).
Evaluating the tender	13	Evaluate responsive tenders in accordance with the procedure stated in the RFP / Scope of work/ specification.

Clarification of a tender	14	Obtain from a <i>tenderer</i> clarification of any matter in the tender which may not be clear or could give rise to ambiguity in a contract arising from this tender if the matter were not to be clarified.
Acceptance of tender	15	Notify the HDA's acceptance to the successful <i>tenderer</i> before the expiry of the <i>validity period</i> , or agreed additional period. Providing the notice of acceptance does not contain any qualifying statements, it will constitute the formation of a contract between the HDA and the successful <i>tenderer</i> .
Notice to unsuccessful tenderers	16	After the successful <i>tenderer</i> has acknowledged the HDA's notice of acceptance, notify other <i>tenderers</i> that their tenders have not been accepted, following the HDA's current procedures.
Prepare contract documents	17	<p>Revise the contract documents issued by the HDA as part of the <i>tender documents</i> to take account of</p> <ul style="list-style-type: none"> • Addenda issued during the tender period, • inclusion of some of the <i>tender returnables</i>, and • other revisions agreed between THE HDA and the successful <i>tenderer</i>, before the issue of THE HDA's notice of acceptance (of the tender).
Issue final contract	18	Issue the final contract documents to the successful <i>tenderer</i> for acceptance within one week of the date of the HDA's notice of acceptance.
Sign Form of Agreement	19	Arrange for authorised signatories of both parties to complete and sign the original Form of Agreement within two weeks of the date of the HDA's notice of acceptance of the tender. If either party requires the signatories to initial every page of the contract documents, the signatories for the other party shall comply with the request.

Annexure: 1

SCOPE OF WORK

The scope of services to be rendered by the multi-disciplinary team of professional resources on the Greater Alexandra Redevelopment Programme involves the following amongst others:

Project Duration: 48 Months

Programme level:

- Programme initiation Review against the existing strategic plans e.g. the Five Year Plan, Urban Development Framework, etc. (include PIA agreements with client)
- Programme planning (include any socio-economic surveys and business planning)
- Programme Budgeting
- Programme implementation (covering all 9 (nine) PMBOK excellence areas)
- Diagnostic assessments
- Programme close-out
- Programme Review (impact assessment)
- Ensure compliance with PFMA, Treasury, policy and other sector requirements
- Programme performance analysis and reporting as per client and stakeholders requirements
- Programme management systems and tools development
- Provide total solution/one-stop multi-disciplinary hands-on technical delivery capacity support to assigned projects as per project requirements
- Provide secretariat and administrative support to the Programme/Project Steering Committees
- Capacity building and training
- Leveraging of additional resources for enhanced development impact
- Knowledge management

Project level:

- Conduct projects assessment/feasibility studies
- Project initiation
- Procure service providers as and when required.
- Prepare Project Business plans and designs including contract documentation
- Prepare designs and implementation approaches that promote job creation as

per EPWP guidelines

- Monitor and evaluate project progress from start to handover
- Check health and Safety management
- Manage project execution and implementation
- Manage works completion and final completion
- Project Accounting
- Provide specialist technical expertise required by the programmes and projects to fast-track delivery
- Manage design and implement projects within time, cost and quality
- Systems and tools development
- Process payments and fees of all service providers
- Capacity building and training
- Facilitate project technical meetings etc.
- Project Design and Management
- Facilitate Project financing and budgeting
- Project entitlements/development rights
- Public/Community participation
- Social facilitation
- Legal and policy compliance
- Project performance analysis and reporting as per client requirements (National, Province, Municipality & HDA) per programme

Specification of The Work Or Products Or Services Required

The professional resource team should provide a multi-disciplinary service which has the skills, expertise and experience necessary to undertake the range of activities/tasks set out in this Terms of Reference. The following experienced multi-disciplinary professional teams from the built environment are required to provide hands on multi-disciplinary technical delivery capacity to support the Greater Alexandra Priority Human Settlements Development Area redevelopment programme.

All professionals to be involved in the project must submit with their CV's confirmation letters of their availability to undertake the specified work on the project for the duration of the project. Should any of the professionals not be available at any given period of the duration of this appointment, a CV and consent/confirmation letter of the replacement professional accompanied by a letter from the PRT must be submitted to the HDA, Failure to provide the confirmation letter will lead to the CV not being considered.

- Programme Manager and Team Leader
- Civil, Electrical, Mechanical and Structural Engineers
- Town and Regional Planner
- Urban Designer and Architect
- Quantity Surveyor
- Land Surveyor
- Legal Practitioner with Conveyancing Expertise
- Environmental Scientist
- Occupational Health and Safety Professional
- Market and Economic Research Expert
- Social Facilitation Expert

Greater Alexandra Priority Human Settlements Development Area (PHSDA)		
Key Resource /Expert	Minimum Qualifications and Category of Professional Registration	Sub-Category of Service
Programme Manager and Team Leader	Bachelor's degree in Civil Engineering or Construction Project Management together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000 or as a Construction Project Manager in terms of the Project and Construction Management Professions Act, 2000. Must have at least 15 years' post-registration experience in the planning, design, project preparation, and project management of the delivery of infrastructure, including municipal infrastructure (water, sanitation, roads, waste management, etc.) in South Africa.	Programme leadership, management and coordination
Civil, Structural, Mechanical and Electrical Engineers	Bachelor's degree in Civil Engineering/Mechanical/Electrical together with registration as a Professional Engineer in terms of the Engineering Professions Act, 2000. Must have at least 10 years' post -registration experience in the planning, design, project preparation, and project management of the delivery of infrastructure in South Africa.	Civil, Structural, Mechanical and Electrical Engineering
Quantity Surveyor	Bachelor's degree in Quantity Surveying or equivalent. Must be a registered Professional Quantity Surveyor in terms of the Quantity Surveying Professions Act, 2000 with at least 10 years' post-registration experience in cost management and cost control of buildings, civil works and related infrastructure services.	Quantity Surveying services
Environmental Scientist	Bachelor's degree in Environmental Studies or Natural Science plus professional registration as a Professional Natural Scientist in terms of The National Scientific Professions Act, 2003. Must have at least 10 years post-registration experience in the environmental compliance and management aspects of construction projects and other Infrastructure delivery programmes.	Environmental Management and Compliance Services
Town and Regional Planner	Relevant Bachelor's degree in Town and Regional planning together with registration as a Professional Town Planner. Must have at least 10 years' post registration experience in town and regional planning.	Town and regional planning services
Urban Designer & Architect	Relevant Bachelor's degree in Urban Design and/or Architectural related discipline together with registration as a Professional Urban Designer/Architect. Must have at least 10 years' post registration experience in Urban Design and Architectural Services	Urban Design, Blocks Re- blocking, Precinct Designs Services, Architectural Services
Legal Practitioner	Relevant Legal Degree and 10 years post admission as Attorney or Conveyancer. Experience in the resolution of land claims and conveyancing services	Comprehensive Legal related services

Land Surveyor	Relevant Bachelor's degree in Land Surveying related discipline together with registration as a Professional Land Surveyor. Must have at least 10 years' post registration experience in Land Surveying.	Comprehensive Land Surveying related services
Occupational Health and Safety Professional	Bachelor's Degree in Environmental Health, or in Public Health, or in Safety Risk Management, or equivalent, plus registration with the South African Institute of Occupational Safety and Health (SAIOSH), or with the Institute of Safety Management (IOSM) as a Registered Occupational Safety Professional. Must have at least 10 years' experience in the occupational health and safety management on public infrastructure delivery programmes and General construction works.	Occupational Health and Safety Services
Market and Economic Research Expert	Bachelor's Degree in Commerce/ Economics or Equivalent. Must have at least 10 years post-graduation (working) experience in market research / economic research and analysis in the economic aspects of the provision of socio-economic infrastructure services.	Market and Economic Research Services
Social Facilitator and Inter-governmental Relations	Bachelor's degree or equivalent qualification in social sciences and/or relevant qualification and 10 years' experience is social facilitation, stakeholder management and inter-governmental relations.	Social Facilitation, stakeholders' engagement & inter-governmental relations

The HDA reserves the right not to utilise all the resources at the same time. Furthermore, the proposer is required to cost 1 (one) Expert/Key resource per sub-category of service.

Project Duration: 48 Months

FORM-C

FORM C: TENDER FORM- Volume 2 (Envelop 2/ Package 2)

CURRENT TENDER DETAILS	
Request number:	HDA/GAU/2023/046
Request for Tender:	THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM WITHIN THE GREATER ALEXANDRA DEVELOPMENT AREA (GADA) PROGRAMME MANAGEMENT UNIT TO PROVIDE PROGRAMME MANAGEMENT SERVICES FOR THE REDEVELOPMENT OF ALEXANDRA IN LINE WITH THE GADA PLAN AND THE FIVE-YEAR PLAN THAT WAS DEVELOPED IN CONSULTATION WITH THE STAKEHOLDERS WITHIN THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE.

I / We _____

(Insert Name of Tendering Entity)

Of _____

(Full address)

Conducting business under the style or title of:

Represented by:_____
in my capacity as:

being duly authorised thereto by a Resolution of the Board of Directors / Certificate of Partners, Members or Participants, as the case may be, dated _____, a certified copy of which is annexed hereto, hereby offer to undertake and complete the above-mentioned work (hereinafter called "the WORKS") at the prices quoted in the bills of quantities / schedule of quantities or, where these do not form part of the contract, at a lump sum, in accordance with the terms set forth in the accompanying letter(s) reference _____ and dated _____ (if any) and the documents

listed in the accompanying schedule of tender documents for the sum of R

 _____ (amount in words), (All applicable taxes included)

- N.B.** (i) In the event of any discrepancy, the amount in words will take precedence over the amount in figures.
- (ii) Where items in the priced bills of quantities submitted with the tender for the WORKS other than architectural building work are incorrectly extended arithmetically, the unit rate will be treated as decisive.
- (iii) In tenders for architectural building work the total amount will be treated as decisive. If amounts for individual items cannot be reconciled with the total amount, the amounts for individual items shall be adjusted to the satisfaction of the HDA to conform to the total amount.

The following list of persons are hereby authorised to negotiate on behalf of the abovementioned entity, should THE HDA decide to enter into Post Tender Negotiations with shortlisted bidder(s).

FULL NAME (S)	CAPACITY:	SIGNATURE:

I/We hereby offer to supply the abovementioned Services at the prices quoted in the schedule of prices in accordance with the terms set forth in the documents listed in the accompanying schedule of RFP documents.

I / We accept that should the HDA accept my / our tender and issue me / us with the notice of acceptance, this tender and, if any, its covering letter and any subsequent exchange of correspondence together with the HDA acceptance thereof, such acceptance shall be subject to a written contract to be concluded between the HDA and me / us.

I / We undertake to produce acceptable documentary proof of the necessary coverage for Workmen's Compensation, Securities and Insurance within **30 (thirty)** working days of notification of awarding of the contract, and to sign a formal contract if called upon by the HDA to do so within **7 (seven)** working days of notification by the HDA that the contract documents are ready for signature.

I / We undertake to complete the whole of the WORKS within _____
(in words) from the date of notification to me / us of acceptance of the tender, subject to completion in stages if and as laid down in the project specification and to such extensions of time as may be granted. Failing completion of the WORKS or any stage of the WORKS within the period(s) stipulated or by such extended date(s) as may be allowed by the HDA I / we shall pay to the HDA in terms of the Conventional Penalties Act 15 of 1962, the penalty for which provision is made in the project specification. The ordering of any alterations, extras, additions or omissions shall not in any way prejudice the HDA claim for such penalty.

Application for relief from the obligation to pay a penalty will be considered by the HDA, but shall be granted only if I / we can prove to the reasonable satisfaction of the HDA that the penalty is out of proportion to the prejudice suffered by the HDA by reason of the act or omission in respect of which the penalty was stipulated.

I / We declare that this tender holds good until _____ **(a minimum period of 120 days from closing date is required).**

I / We further agree that if, after I / we have been notified of the acceptance of my / our tender, I / we fail to enter into a formal contract if called upon to do so, or fail to furnish satisfactory security for the due and proper completion of the WORKS, the HDA may, without prejudice to any other legal remedy which it may have, recover from me / us any expense to which it may have been put in calling for tenders afresh and / or having to accept any less favourable tender.

I / We declare that, being a company / partnership / close corporation / joint venture, I / we have duly completed the annexe hereto and certified it as correct.

The several documents involved are to be taken as complementary to each other. In the event of any conflict between the content of any of the documents listed in the schedule of tender documents (other than the project specification) and the project specification, the latter shall prevail. In the event of any conflict between the letter that accompanies the tender or other relevant correspondence and the contents of the documents listed in the schedule of tender documents (including the project specification) such letter or correspondence shall prevail.

I/we agree that non-compliance with any of the material terms of this RFP, including those mentioned above, will constitute a material breach of contract and provide the HDA with cause for cancellation.

THUS DONE and SIGNED at _____
on this _____ day of _____

DULY AUTHORISED SIGNATORY(IES) WITNESSES

1. _____	1. _____
2. _____	2. _____
3. _____	3. _____

Annexure: 2

PRICING SCHEDULE

GADA PRT Scope of Work - 2024/2025 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engagements and Public Participation	
3	Review GADA Framework in line with UDF (Precinct plans)-Final Stakeholder engagements and Council adoption	Approved & Adopted GADA Framework with Precinct plans	
4	GADA Multi -year Business Plan & Funding Model (Business mapping process to address PP & HRC remedial actions & SOI Implementation)	GADA Business plan	
5	Land Pipeline & feasibility studies Phase 1 -10 hectares (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
6	Relocation Strategy Phase 2 -Complete balance of Extensions & blocks study areas, Undertake Community participation & workshop the Relocation Movement Master Plan	Relocation Movement Master Plan (Balance of Extensions & Blocks)	
7	Blocked Projects -Botlhabela refurbishment of 104 units - BoQ development, Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 104 walkup units	
8	Alex Ext 52 (Helen Joseph) (114 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 114 walkup units	
9	Alternative Stands & units (Show houses -3 units) - Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 3 units	
10	KwaNobuhle Hostel Redevelopment (Phase 1 - 112 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 112 walkup units	
11	Rezoning, Subdivision and consolidation application for KwaNobuhle & clinic encroachment	Formalising Clinic & KwaNobuhle boundaries	
	15% VAT		R
	Total		R

GADA PRT Scope of Work - 2025/2026 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engagements and Public Participation	
3	Land Pipeline & feasibility studies Phase 2 - 10 (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
4	Alternative Stands units & services (150 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 150 units & services	
5	KwaNobuhle Hostel Redevelopment (Phase 2 - 162 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 162 walkup units & services	
6	Implementation of Reocation Movement Master Plan relocating 2000 families	Relocating 2000 families	
	15% VAT		R
	Total		R

GADA PRT Scope of Work - 2026/2027 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engagements and Public Participation	
3	Land Pipeline & feasibility studies Phase 3 -5 hectares (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
4	Alternative Stands units & services (100 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 100 units & services	
5	KwaNobuhle Hostel Redevelopment (Phase 3 - 120 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health & Safety, Environmental for 120 walkup units & services	
6	Implementation of Relocation Movement Master Plan relocating 2000 families	Relocating 2000 families	
	15% VAT		R
	Total		R

Overall Pricing for Financial Year 2024 to 2027

No	Financial Year	Budget	
1	2024/2025		
2	2025/2026		
3	2026/2027		
Total			R

PART A INVITATION TO BID

YOU ARE HEREBY INVITED TO BID FOR REQUIREMENTS OF THE (NAME OF DEPARTMENT/ PUBLIC ENTITY)					
BID NUMBER:	HDA/GAU/2023/046	CLOSING DATE:	31 JANUARY 2024	CLOSING TIME:	11:00
DESCRIPTION	THE APPOINTMENT OF PROFESSIONAL RESOURCE TEAM WITHIN THE GREATER ALEXANDRA DEVELOPMENT AREA (GADA) PROGRAMME MANAGEMENT UNIT TO PROVIDE PROGRAMME MANAGEMENT SERVICES FOR THE REDEVELOPMENT OF ALEXANDRA IN LINE WITH THE GADA PLAN AND THE FIVE-YEAR PLAN THAT WAS DEVELOPED IN CONSULTATION WITH THE STAKEHOLDERS WITHIN THE CITY OF JOHANNESBURG METROPOLITAN MUNICIPALITY IN GAUTENG PROVINCE				
BID RESPONSE DOCUMENTS MAY BE DEPOSITED IN THE BID BOX SITUATED AT (STREET ADDRESS)					
THE HOUSING DEVELOPMENT AGENCY					
Reception Area					
04 Kikuyu Road					
Sunninghill, 2157					
BIDDING PROCEDURE ENQUIRIES MAY BE DIRECTED TO			TECHNICAL ENQUIRIES MAY BE DIRECTED TO:		
CONTACT PERSON	MXOLISI ZONDO		CONTACT PERSON	MXOLISI ZONDO	
TELEPHONE NUMBER	0115441000		TELEPHONE NUMBER	0115441000	
FACSIMILE NUMBER			FACSIMILE NUMBER		
E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za		E-MAIL ADDRESS	Mxolisi.Zondo@thehda.co.za	
SUPPLIER INFORMATION					
NAME OF BIDDER					
POSTAL ADDRESS					
STREET ADDRESS					
TELEPHONE NUMBER	CODE		NUMBER		
CELLPHONE NUMBER					
FACSIMILE NUMBER	CODE		NUMBER		
E-MAIL ADDRESS					
VAT REGISTRATION NUMBER					
SUPPLIER COMPLIANCE STATUS	TAX COMPLIANCE SYSTEM PIN:		OR	CENTRAL SUPPLIER DATABASE No:	MAAA
7 ARE YOU THE ACCREDITED REPRESENTATIVE IN SOUTH AFRICA FOR THE GOODS /SERVICES OFFERED?	<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES ENCLOSE PROOF]		8 ARE YOU A FOREIGN BASED SUPPLIER FOR THE GOODS /SERVICES OFFERED?		<input type="checkbox"/> Yes <input type="checkbox"/> No [IF YES, ANSWER THE QUESTIONNAIRE BELOW]
QUESTIONNAIRE TO BIDDING FOREIGN SUPPLIERS					
IS THE ENTITY A RESIDENT OF THE REPUBLIC OF SOUTH AFRICA (RSA)?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A BRANCH IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE A PERMANENT ESTABLISHMENT IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
DOES THE ENTITY HAVE ANY SOURCE OF INCOME IN THE RSA?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IS THE ENTITY LIABLE IN THE RSA FOR ANY FORM OF TAXATION?			<input type="checkbox"/> YES <input type="checkbox"/> NO		
IF THE ANSWER IS "NO" TO ALL OF THE ABOVE, THEN IT IS NOT A REQUIREMENT TO REGISTER FOR A TAX COMPLIANCE STATUS SYSTEM PIN CODE FROM THE SOUTH AFRICAN REVENUE SERVICE (SARS) AND IF NOT REGISTER AS PER 2.3 BELOW.					

PART B TERMS AND CONDITIONS FOR BIDDING

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

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

SIGNATURE OF BIDDER:

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

DATE:

BIDDER'S DISCLOSURE

1. PURPOSE OF THE FORM

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

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

2. Bidder's declaration

- 2.1 Is the bidder, or any of its directors / trustees / shareholders / members / partners or any person having a controlling interest¹ in the enterprise, employed by the state? **YES/NO**
- 2.1.1 If so, furnish particulars of the names, individual identity numbers, and, if applicable, state employee numbers of sole proprietor/ directors / trustees / shareholders / members/ partners or any person having a controlling interest in the enterprise, in table below.

Full Name	Identity Number	Name of State institution

- 2.2 Do you, or any person connected with the bidder, have a relationship with any person who is employed by the procuring institution? **YES/NO**

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

2.2.1 If so, furnish particulars:

.....
.....

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

2.3.1 If so, furnish particulars:

.....
.....

3 DECLARATION

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

- 3.1 I have read and I understand the contents of this disclosure;
- 3.2 I understand that the accompanying bid will be disqualified if this disclosure is found not to be true and complete in every respect;
- 3.3 The bidder has arrived at the accompanying bid independently from, and without consultation, communication, agreement or arrangement with any competitor. However, communication between partners in a joint venture or consortium² will not be construed as collusive bidding.
- 3.4 In addition, there have been no consultations, communications, agreements or arrangements with any competitor regarding the quality, quantity, specifications, prices, including methods, factors or formulas used to calculate prices, market allocation, the intention or decision to submit or not to submit the bid, bidding with the intention not to win the bid and conditions or delivery particulars of the products or services to which this bid invitation relates.
- 3.4 The terms of the accompanying bid have not been, and will not be, disclosed by the bidder, directly or indirectly, to any competitor, prior to the date and time of the official bid opening or of the awarding of the contract.
- 3.5 There have been no consultations, communications, agreements or arrangements made by the bidder with any official of the procuring institution in relation to this procurement process prior to and during the bidding process except to provide clarification on the bid submitted where so required by the institution; and the bidder was not involved in the drafting of the specifications or terms of reference for this bid.

¹ 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.

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

I CERTIFY THAT THE INFORMATION FURNISHED IN PARAGRAPHS 1, 2 and 3 ABOVE IS CORRECT.

I ACCEPT THAT THE STATE MAY REJECT THE BID OR ACT AGAINST ME IN TERMS OF PARAGRAPH 6 OF PFMA SCM INSTRUCTION 03 OF 2021/22 ON PREVENTING AND COMBATING ABUSE IN THE SUPPLY CHAIN MANAGEMENT SYSTEM SHOULD THIS DECLARATION PROVE TO BE FALSE.

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

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

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

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

1. GENERAL CONDITIONS

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

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

1.2 To be completed by the organ of state

(delete whichever is not applicable for this tender).

- a) The applicable preference point system for this tender is the **90/10** preference point system.
- b) The **90/10 preference point system** will be applicable in this tender. The lowest/highest acceptable tender will be used to determine the accurate system once tenders are received.

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

- (a) Price; and
- (b) Specific Goals.

1.4 To be completed by the organ of state:

The maximum points for this tender are allocated as follows:

	POINTS
PRICE	90
SPECIFIC GOALS	10
Total points for Price and SPECIFIC GOALS	100

- 1.5 Failure on the part of a tenderer to submit proof or documentation required in terms of this tender to claim points for specific goals with the tender, will be interpreted to mean that preference points for specific goals are not claimed.
- 1.6 The organ of state reserves the right to require of a tenderer, either before a tender is adjudicated or at any time subsequently, to substantiate any claim in regard to preferences, in any manner required by the organ of state.

2. DEFINITIONS

- (a) **“tender”** means a written offer in the form determined by an organ of state in response to an invitation to provide goods or services through price quotations, competitive tendering process or any other method envisaged in legislation;
- (b) **“price”** means an amount of money tendered for goods or services, and includes all applicable taxes less all unconditional discounts;
- (c) **“rand value”** means the total estimated value of a contract in Rand, calculated at the time of bid invitation, and includes all applicable taxes;
- (d) **“tender for income-generating contracts”** means a written offer in the form determined by an organ of state in response to an invitation for the origination of income-generating contracts through any method envisaged in legislation that will result in a legal agreement between the organ of state and a third party that produces revenue for the organ of state, and includes, but is not limited to, leasing and disposal of assets and concession contracts, excluding direct sales and disposal of assets through public auctions; and
- (e) **“the Act”** means the Preferential Procurement Policy Framework Act, 2000 (Act No. 5 of 2000).

3. FORMULAE FOR PROCUREMENT OF GOODS AND SERVICES

3.1. POINTS AWARDED FOR PRICE

3.1.1 THE 90/10 PREFERENCE POINT SYSTEMS

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

90/10

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

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{min} = Price of lowest acceptable tender

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

3.2.1. POINTS AWARDED FOR PRICE

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

90/10

$$P_s = 90 \left(1 + \frac{P_t - P_{max}}{P_{max}} \right)$$

Where

P_s = Points scored for price of tender under consideration

P_t = Price of tender under consideration

P_{max} = Price of highest acceptable tender

4. POINTS AWARDED FOR SPECIFIC GOALS

- 4.1. In terms of Regulation 4(2); 5(2); 6(2) and 7(2) of the Preferential Procurement Regulations, preference points must be awarded for specific goals stated in the tender. For the purposes of this tender the tenderer will be allocated points based on the goals stated in table 1 below as may be supported by proof/ documentation stated in the conditions of this tender:
- 4.2. In cases where organs of state intend to use Regulation 3(2) of the Regulations, which states that, if it is unclear whether the 80/20 or 90/10 preference point system applies, an organ of state must, in the tender documents, stipulate in the case of—
- (a) an invitation for tender for income-generating contracts, that either the 80/20 or 90/10 preference point system will apply and that the highest acceptable tender will be used to determine the applicable preference point system; or
 - (b) any other invitation for tender, that either the 80/20 or 90/10 preference point system will apply and that the lowest acceptable tender will be used to determine the applicable preference point system,
- then the organ of state must indicate the points allocated for specific goals for both the 90/10 and 80/20 preference point system.

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

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

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

The specific goals allocated points in terms of this tender	Number of points allocated (90/10 system) (To be completed by the organ of state)	Number of points claimed (90/10 system) (Tenderer to indicate by a cross or a tick against the selected specific goals)
Black Women Owned (Maximum points = 4 points)		
• 75% - 100%	4	
• 51% - 74.99 -	2	
• Below 51%	1	
Historically Disadvantaged South Africans (maximum Points 2)		
	2	
Youth (Maximum points 3)		
	3	
Disabled People (maximum Points 1)		
	1	

DECLARATION WITH REGARD TO COMPANY/FIRM

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

4.4. Company registration number:

4.5. TYPE OF COMPANY/ FIRM

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

[TICK APPLICABLE BOX]

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

- i) The information furnished is true and correct;
- ii) The preference points claimed are in accordance with the General Conditions as indicated in paragraph 1 of this form;
- iii) In the event of a contract being awarded as a result of points claimed as shown in paragraphs 1.4 and 4.2, the contractor may be required to furnish documentary proof to the satisfaction of the organ of state that the claims are correct;

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

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

.....	
SIGNATURE(S) OF TENDERER(S)	
SURNAME AND NAME:
DATE:
ADDRESS:



HDA SERVICE LEVEL AGREEMENT

FOR THE APPOINTMENT OF _____

REGISTRATION NUMBER: _____

(Hereinafter referred to as "the Service Provider")

STANDARD TERMS AND CONDITIONS

INTRODUCTION

The HDA has appointed _____ as a Professional Resource Team to provide hands-on multi-disciplinary technical delivery capacity support to the Greater Alexandra Priority Human Settlements Development Programme, 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 **"financial year"** shall (a) mean a year ending 31 March; or (b) in relation to a public entity that existed when the PFMA took effect and that has a different financial year in terms of other legislation, means that financial year, provided the National Treasury has approved that other financial year;
- 1.4 **"Instruction to Perform Work Task Order"** shall mean a written instruction signed by the HDA Representative which shall state:-
 - (a) which resource is needed for which milestone; and
 - (b) the category of resource expected; and
 - (c) the number of hours will it take to deliver on a specific milestone; and
 - (d) the expected output required for the task in each instance and the evidence required in support thereof.

- 1.5 **"the HDA"** shall mean the **Housing Development Agency**, a juristic entity created in terms of the Housing Development Agency Act No 23 of 2008;
- 1.6 **"Service Provider"** shall mean _____, a company duly incorporated and registered in terms of the Companies Act 71 of 2008, as amended with registration number _____
- 1.7 **"Parties"** shall mean the HDA and the Service Provider and the term **"Party"** shall have a corresponding meaning as and where applicable;
- 1.8 **"Services"** shall mean, the provision of hands-on multi-disciplinary technical delivery capacity support for the Greater Alexandra Priority Human Settlements Development Areas Redevelopment Programme; in accordance with the scope of work, listed in Annexures "A & B".

2. THE APPOINTMENT

- 2.1 The HDA hereby appoints the Service Provider to render the services fully described in Annexures "A & B".
- 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 Save 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

- 3.1 The provision of the Services shall commence from the effective date to endure until 31 March 2028 being a period of (forty-eight/48) months.
- 3.2 The appointment will be subject to confirmation of the specific scope of work to be undertaken in the specific financial year and the related budget. This instruction of the

work to be undertaken will be issued in the form of an Addendum to this agreement which will be signed by the parties at the beginning of each financial year.

3.3 The Parties shall enter into discussions not less than three months before the start of each financial year referred to in 3.2 to review the projects in preparation for the new financial year and further to agree on the resource requirements for the new financial year in the form of an addendum referred in 3.2 above.

3.4 The addendum must be approved by the HDA's Bid Adjudication Committee and the Chief Executive Officer.

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 representatives being:

(a) Vinolia Mashiane in her capacity as Regional Manager: Region B; and

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;

(Greater Alexandra _____)

- 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. FEES FOR THE SERVICES AND PAYMENT TERMS

- 6.1 The Service Provider shall not commence work without a duly authorised Instruction to Perform Work Task Order issued by the HDA representative.
- 6.2 The amounts payable in terms of this agreement for the duration of this contract shall be in line with the pricing schedules **inclusive of VAT**
- 6.3 The rates for the work to be undertaken for this contract shall be as per the pricing schedule submitted by the bidder and accepted by the employer for the contract shall be included in the addenda referred to in Clause 3.2 above.
- 6.4 Clause 7.1 above shall be subject to the following: -
 - 6.4.1 The provision of a duly authorised Instruction to Perform Work Task Order issued by the HDA to the Service Provider in each instance and linked to the Scope of Work, deliverables and outputs contained in Annexures A and B annexed hereto;
 - 6.4.2 The Instruction to perform Work Task Order shall take the form and design as agreed to by the parties and shall include, but not limited to, the following: -

6.4.2.1 Be in writing signed by the HDA Representative; and

6.4.2.2 Indicate which resource listed in Annexures A is required; and

6.4.2.4 Set out the deliverables expected for the specific Scope of Work

6.4.2.5 Set out the expected output/measurable deliverable required for the tasks in each instance and the evidence required in support thereof, which measurable deliverable is to take the form of the expected product, including quality and quantity thereof.

6.5 The Instruction to Perform Work Task Order must be approved by the HDA's Bid Adjudication Committee and the Chief Executive Officer. subject to the provisions of clauses 3.2 and 3.3 of this agreement being met for each successive financial year linked to the duration of this contract.

6.3 For the avoidance of, the fees shall include all disbursements reasonably incurred by the Service Provider in performing the Services as set out in this Agreement.

6.4 The fees are fully set out in Annexures " B " and shall be due and payable upon achievement of the milestones set in the Instruction to Perform Work Task Order.

6.5 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.

7. ADDITIONAL SERVICES

Should the HDA request the Service Provider to render additional services which fall outside the scope of the Services as detailed in Annexures "A & B". 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.

8. CHANGE OF SERVICES

8.1 Should the HDA wish to revise, amend, alter or otherwise change the nature or scope of any Services, the HDA shall issue instruction for a change request not exceeding 15% of the appointment value. Should there be scope of work required that is more than the 15% appointment value, that specific scope of work will be undertaken by another service provider appointed by the HDA.

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

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

8.2.2 The HDA will consider the change note 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.

9. PERFORMANCE REVIEW

9.1 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.

9.2 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 12 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 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 Annexures "A & B".

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

_____ (Greater Alexandra _____)

("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 *domicilia 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/email addresses:-

THE HDA:

Physical: 4 Kikuyu Road
Sunninghill
Johannesburg
2157

Telefax: 011 544 1006

THE SERVICE PROVIDER:

Physical: _____

South Africa

Email: _____

(Greater Alexandra _____)

- 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.

_____ (Greater Alexandra _____)

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.

20. 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.

21. CONFIDENTIALITY

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

_____ (Greater Alexandra _____)

21.2 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:

21.2.1 has been published or is otherwise available to the public through no fault on the part of The Service Provider; or

21.2.2 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

21.2.3 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.

21.3 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.

21.4 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.

21.5 This clause shall survive the termination of this Agreement.

SIGNED at _____ on _____ 20____

(Greater Alexandra _____)

BHEKI KHENISA

CHIEF EXECUTIVE OFFICER
ON BEHALF OF THE HDA WHO
WARRANTS THAT HE IS DULY
AUTHORISED HERETO

AS WITNESSES

1 _____ on _____ 2024

2 _____ on _____ 2024

SIGNED at _____ on _____

DIRECTOR: ON BEHALF OF
_____ WHO
WARRANTS THAT HE IS DULY
AUTHORISED HERETO

AS WITNESSES

1 _____ on _____ 2024

2 _____ on _____ 2024

ANNEXURE A: SCOPE OF WORK

The scope of services to be rendered by the multi-disciplinary team of professional resources on the Greater Alexandra Redevelopment Programme involves the following amongst others follows:

Programme Level:

- Programme initiation Review against the existing strategic plans e.g. the Five Year Plan, Urban Development Framework, etc. (include PIA agreements with client)
- Programme planning (include any socio-economic surveys and business planning)
- Programme Budgeting
- Programme implementation (covering all 9 (nine) PMBOK excellence areas)
- Diagnostic assessments
- Programme close-out
- Programme Review (impact assessment)
- Ensure compliance with PFMA, Treasury, policy and other sector requirements
- Programme performance analysis and reporting as per client and stakeholders requirements
- Programme management systems and tools development
- Provide total solution/one-stop multi-disciplinary hands-on technical delivery capacity
- support to assigned projects as per project requirements
- Provide secretariat and administrative support to the Programme/Project Steering
- Committees
 - • Capacity building and training
 - • Leveraging of additional resources for enhanced development impact
 - • Knowledge management

Project Level

- Conduct projects assessment/feasibility studies
- Project initiation
- Procure service providers as and when required.
- Prepare Project Business plans and designs including contract documentation
- Prepare designs and implementation approaches that promote job creation as per EPWP guidelines
- Monitor and evaluate project progress from start to handover
- Check health and Safety management
- Manage project execution and implementation
- Manage works completion and final completion
- Project Accounting
- Provide specialist technical expertise required by the programmes and projects to fast-track delivery

- Manage design and implement projects within time, cost and quality
- Systems and tools development
- Process payments and fees of all service providers
- Capacity building and training
- Facilitate project technical meetings etc.
- Project Design and Management
- Facilitate Project financing and budgeting
- Project entitlements/development rights
- Public/Community participation
- Social facilitation
- Legal and policy compliance
- Project performance analysis and reporting as per client requirements (National, Province, Municipality & HDA) per programme

2. DELIVERABLES AND OUTPUTS

The deliverables and outputs against the Scope of Works shall, in each instance, be spelt out in the Instruction to Perform Work Task Order.

GADA PRT Deliverables - 2024/2025 FY

No	Projects Description	Deliverables
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination
2	Social Facilitation	12 Months Stakeholders engagements and Public Participation
3	Review GADA Framework in line with UDF (Precinct plans)-Final Stakeholder engagements and Council adoption	Approved & Adopted GADA Framework with Precinct plans
4	GADA Multi -year Business Plan & Funding Model (Business mapping process to address PP & HRC remedial actions & SOI Implementation)	GADA Business plan
5	Land Pipeline & feasibility studies Phase 1 -10 hectares (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies

6	Relocation Strategy Phase 2 -Complete balance of Extensions & blocks study areas, Undertake Community participation & workshop the Relocation Movement Master Plan	Relocation Movement Master Plan (Balance of Extensions & Blocks)
7	Blocked Projects - Botlhabela refurbishment of 104 units - BoQ development, Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 104 walkup units
8	Alex Ext 52 (Helen Joseph) (114 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 114 walkup units
9	Alternative Stands & units (Show houses -3 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 3 units
10	KwaNobuhle Hostel Redevelopment (Phase 1 - 112 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 112 walkup units
11	Rezoning, Subdivision and consolidation application for KwaNobuhle & clinic encroachment	Formalising Clinic & KwaNobuhle boundaries
	Total	

GADA PRT- Deliverables 2025/2026 FY

No	Projects Description	Deliverables
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination
2	Social Facilitation	12 Months Stakeholders engageents and Public Participation
3	Land Pipeline & feasibility studies Phase 2 - 10 (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies
4	Alternative Stands units & services (150 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 150 units & services

5	KwaNobuhle Hostel Redevelopment (Phase 2 - 162 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 162 walkup units & services
6	Implementation of Reocation Movement Master Plan relocating 2000 families	Relocating 2000 families

GADA PRT - Deliverables - 2026/2027 FY

No	Projects Description	Deliverables
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination
2	Social Facilitation	12 Months Stakeholders engageents and Public Participation
3	Land Pipeline & feasibility studies Phase 3 -5 hectoros (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies
4	Alternative Stands units & services (100 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 100 units & services
5	KwaNobuhle Hostel Redevelopment (Phase 3 - 120 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health & Safety, Environmental for 120 walkup units & services
6	Implementation of Relocation Movement Master Plan relocating 2000 families	Relocating 2000 families
	Total	

ANNEXURE B - PAYMENT MILESTONES

The Payment Milestones as recorded herein shall be based exclusively, in each instance, on an Instruction to Perform Work Task Order that will be issued out as and when required and payment will be made for the output delivered in accordance with the Scope of Work, Deliverables and Outputs to be confirmed as per Instruction to Perform Work Task Orders of this Agreement based on the pricing schedule offered by the bidder for the financial years 2024/25; 2025/26; 2026/27 and all outstanding work to be finalized in the 2027/28 financial year, duly accepted by the employer

B1 - GADA PRT Scope of Work - 2024/2025 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engagements and Public Participation	
3	Review GADA Framework in line with UDF (Precinct plans)-Final Stakeholder engagements and Council adoption	Approved & Adopted GADA Framework with Precinct plans	
4	GADA Multi -year Business Plan & Funding Model (Business mapping process to address PP & HRC remedial actions & SOI Implementation)	GADA Business plan	
5	Land Pipeline & feasibility studies Phase 1 -10 hectares (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
6	Relocation Strategy Phase 2 -Complete balance of Extensions & blocks study areas, Undertake Community participation & workshop the Relocation Movement Master Plan	Relocation Movement Master Plan (Balance of Extensions & Blocks)	
7	Blocked Projects -Botlhabela refurbishment of 104 units - BoQ development, Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 104 walkup units	
8	Alex Ext 52 (Helen Joseph) (114 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 114 walkup units	
9	Alternative Stands & units (Show houses -3 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 3 units	

10	KwaNobuhle Hostel Redevelopment (Phase 1 - 112 units) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 112 walkup units	
11	Rezoning, Subdivision and consolidation application for KwaNobuhle & clinic encroachment	Formalising Clinic & KwaNobuhle boundaries	
	Total		

B2 - GADA PRT Scope of Work - 2025/2026 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engageents and Public Participation	
3	Land Pipeline & feasibility studies Phase 2 - 10 (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
4	Alternative Stands units & services (150 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 150 units & services	
5	KwaNobuhle Hostel Redevelopment (Phase 2 - 162 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 162 walkup units & services	
6	Implementation of Reocation Movement Master Plan relocating 2000 families	Relocating 2000 families	
	Total		

B3 - GADA PRT Scope of Work - 2026/2027 FY

No	Projects Description	Deliverables	Budget
1	GADA Programme Management & Workstream Coordination	12 Months projects management & 4 Workstreams coordination	
2	Social Facilitation	12 Months Stakeholders engageents and Public Participation	
3	Land Pipeline & feasibility studies Phase 3 -5 hectores (Land use applications, EIA, Geotech, Surveying) for decongesting Alex and addressing land restitution	GADA Land Pipeline with feasibility studies	
4	Alternative Stands units & services (100 units & services) -Principal Agent (Site Supervision, Health& Safety, Environmental, etc)	Site Supervision, Health& Safety, Environmental for 100 units & services	
5	KwaNobuhle Hostel Redevelopment (Phase 3 - 120 units & services) -Principal Agent (Site Supervision, Health & Safety, Environmental, etc)	Site Supervision, Health & Safety, Environmental for 120 walkup units & services	
6	Implementation of Relocation Movement Master Plan relocating 2000 families	Relocating 2000 families	
	Total		

B4 - GADA PRT Scope of Work – 2027/2028 FY

All work that would be rolled-over from previous year is to be concluded in the 2027/2028 financial year.

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

4 Kikuyu Road
Sunninghill
2157

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 _____

Place: _____

2 _____

Date: _____

THE NATIONAL TREASURY

Republic of South Africa



GOVERNMENT PROCUREMENT: GENERAL CONDITIONS OF CONTRACT

July 2010

GOVERNMENT PROCUREMENT
GENERAL CONDITIONS OF CONTRACT
July 2010

NOTES

The purpose of this document is to:

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

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

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

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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

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	<p>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</p> <p>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.</p>
32. Taxes and duties	<p>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.</p> <p>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.</p> <p>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.</p>
33. National Industrial Participation Programme (NIP)	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	<p>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).</p> <p>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.</p>

- 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.